

**REVISED  
REGULAR MEETING AGENDA**

**BOARD OF RECREATION AND PARK COMMISSIONERS  
OF THE CITY OF LOS ANGELES**

**Wednesday, August 9, 2017 at 9:30 a.m.**

**EXPO Center Comrie Hall  
3980 South Bill Robertson Lane  
Los Angeles, CA 90037**

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SYLVIA PATSAOURAS, PRESIDENT  
LYNN ALVAREZ, VICE PRESIDENT  
MELBA CULPEPPER, COMMISSIONER  
PILAR DIAZ, COMMISSIONER  
MISTY M. SANFORD, COMMISSIONER

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EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM.

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED, FOR A CUMULATIVE TOTAL OF UP TO FIFTEEN (15) MINUTES FOR EACH ITEM. ALL REQUESTS TO ADDRESS THE BOARD ON PUBLIC HEARING ITEMS MUST BE SUBMITTED PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

1. CALL TO ORDER AND ELECTION OF BOARD OFFICERS FOR FISCAL YEAR 2017-18
2. SPECIAL PRESENTATION
  - Presentation of Certificate of Recognition to Carlos Gomez, Recreation Assistant
3. APPROVAL OF THE MINUTES
  - Approval of Minutes for the Regular Meeting of June 21, 2017
4. NEIGHBORHOOD COUNCIL COMMENTS
  - Discussion with Neighborhood Council Representatives on Neighborhood Council Resolutions or Community Impact Statements Filed with the City Clerk Relative to Any Item Listed or Being Considered on this Board of Recreation and Park Commissioners Meeting Agenda (Los Angeles Administrative Code 22.819; Ordinance 184243)
5. BOARD REPORTS
  - 17-157 Summer Night Lights Program – Artist/Instructor Services and Related Activities; Appropriations within Fund 302 in the Department of Recreation and Parks

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- 17-158 Partnership Division – Agreement with Los Angeles Community Garden Council for the Operation and Maintenance of Five Community Gardens; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(14) of the City CEQA Guidelines (Issuance of Agreements to Use of Existing Facilities Involving Negligible or No Expansion of Use)
- 17-159 Donation from YOGAqua in Support of the CLASS Parks Adventure Summer Program
- 17-160 Various Donations to Recreation Services Branch – Metro, Pacific and Valley Regions
- 17-161 Angels Gate Park – Hey Rookie Pool – Installation of Dedication Plaque; Categorical Exemption from the California Environmental Quality Act (CEQA), Pursuant to Article III, Section 1, Class 11(1) (On-Premise Signs) of the City CEQA Guidelines
- 17-162 Mid Valley Intergenerational Multipurpose Center – Installation of a Mural Project; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article VII, Section 1, Class 1(1) of the City CEQA Guidelines (Modifications of an Existing Park Facility With No Expansion of Use)
- 17-163 Ascot Hills Park – Habitat Restoration and Greening Project – Approval of Final Plans and Specifications; Issuance of Right-of-Entry Permit to North East Trees
- 17-164 Harbor City Park – Skate Park (PRJ21143) Project – Allocation of Quimby Fees
- 17-165 Cancellation of Quimby Funded Acquisition Projects – Transfer of Expenditures – Transfer of Quimby Funds – 410 North Center Street (PRJ1113A) Project; 1133 South Hope – Park Acquisition Project (PRJ20042) Project; 3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project; 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project
- 17-166 Cancellation of Quimby Funded Acquisition Projects: Transfer of Expenditures – Transfer of Quimby Funds – 1138 and 1144 South Saint Andrews Place – Park Acquisition (PRJ20578) Project; 2510 West Temple – Park Acquisition (PRJ20740) Project; 3460 Glendale Boulevard – Park Acquisition (PRJ20469) Project; 5446 Carlton Way – Park Acquisition (PRJ20471) Project; 9059 Langdon Avenue – Park Acquisition (PRJ20455) Project; 10234 West National – Transfer of Jurisdiction of City-Owned Surplus Property to Create a New Park (PRJ20467) Project; 10329 West Palms – Park Acquisition (PRJ20466) Project; Bassett Park – Park Acquisition (PRJ20456) Project; Clarrington and Dunn – Park Acquisition (PRJ20458) Project; Wilbur and Strathern – Transfer of Jurisdiction of City-Owned Surplus Property to Create a New Park (PRJ20118) Project

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- 17-167 Final Acceptance of Various Quimby Funded Projects – EXPO Center – Pool Rehabilitation (PRJ20266) Project; EXPO Center – Rose Garden Fountain Rehabilitation (PRJ20650) Project – Gilbert Lindsay Community Center – Synthetic Field Replacement (PRJ1767A)(PRJ20806) Project – Ross Snyder Recreation Center – Park Renovations (PRJ20805) Project; Trinity Recreation Center – Building and Outdoor Park Improvements (PRJ1526B) Project; Trinity Recreation Center – Play Area Renovation (PRJ20752): Project; Trinity Recreation Center – Renovation of Recreation Center Building and Outdoor Improvements (PRJ1903B); Trinity Recreation Center – Synthetic Turf Field (PRJ20944)
- 17-168 Final Acceptance of Various Quimby Funded Projects: Anderson Memorial Senior Citizen Center – Building Improvements (PRJ20238) Project; Harbor City Park – Building and Outdoor Improvements (PRJ20277) Project; Harbor City Park – Building Improvements (PRJ1401B) Project; Harbor Gateway Pocket Park (PRJ20716) Project; Peck Park – New Skate Park (PRJ20572) Project; Welcome Park – Phase I Design and Development (PRJ1112A) Project
- 17-169 Final Acceptance of Various Quimby Funded Projects: 303 Patton Street – Acquisition and Development (PRJ20216) Project; Glassell Park Recreation Center – Walking Paths (PRJ1257A) Project; Hope and Peace Park – Splash Pad Improvements (PRJ20363) Project; MacArthur Park – Outdoor Park Renovations (PRJ20406) (E170477F) Project
- 17-170 Vesting Tentative Tract (VTT) No. 74792 – Recommendation to the Advisory Agency for Land Dedication or In-Lieu Park Fee Payment
- 17-171 Vesting Tentative Tract (VTT) No. 74852 – Recommendation to the Advisory Agency for Land Dedication or In-Lieu Park Fee Payment
- 17-172 Vesting Tentative Tract (VTT) No. 75032 – Recommendation to the Advisory Agency for Land Dedication or In-Lieu Park Fee Payment
- 17-173 Robertson Recreation Center (PRJ20021) (W.O.#E170266F) Project – Review of Bids and Award of Contract
- 17-174 South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project – Allocation of Quimby Fees – Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1) [Exterior Alterations Involving Minor Construction], Class 1(4) [Rehabilitation of Deteriorated Structures to Meet Current Standards of Public Safety], Class 1(12) [Outdoor Lighting] and 4(12) [Minor Trenching And Backfilling] of the City CEQA Guidelines; Building Renovation (PRJ20447) Project – Revision of Project Scope
- 17-175 Donation from the Natasha Watley Foundation in Support of a Department Operated Girls Summer Softball League at Fourteen Park Sites

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- 17-176 Donations of Funds, Equipment, and In-Kind Contributions from the Los Angeles Dodgers Foundation in Support of Dodgers Reviving Baseball in Inner Cities Youth Baseball and Girls Softball League at Fifteen (15) Park Sites
- 17-177 Cheviot Hills Recreation Center – Archery Range Restroom Project (PRJ20739)– Allocation of Quimby Fees; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1,3,12) [Alterations of Existing Public Facilities, Minor Alterations of Walkways and Parking Lots and Outdoor Lighting] and Class 11(3) [Accessory Structures] of The City CEQA Guidelines
- 17-178 109<sup>th</sup> Street Recreation Center – Approval to Convert an Existing Tennis Court into a Futsal Court and Acceptance of a Donation from the Los Angeles Galaxy Foundation Consisting of Futsal Court Improvements; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 11(1,3) [On Premise Signs, Installation of Game Courts] of the City CEQA Guidelines
- 17-179 Heating, Ventilating, Air Conditioning Construction, Retrofit, Maintenance and/or Repairs – Request for Qualifications
- 17-180 Environmental Impact Analysis and Special Studies – Request for Qualifications
- 17-181 Environmental Site Assessment and Remediation – Request for Qualifications
- 17-182 Travel Town Museum Gift Shop Concession – Rescind Previously Approved Amendment No. 2 to Concession Agreement No. 262; Revised Amendment No. 2 to Concession Agreement No. 262

6. VERBAL REPORTS

Verbal Report relative to the City Council action, as initiated by Motion (BUSCAINO - MARTINEZ)(Council File No. 17-692), directing the Department of Recreation and Parks, with the assistance of the Department of Public Works, and the City Attorney to seek and obtain a local coastal permit and Coastal Development Permit from the California Coastal Commission for the City's beach park operating hours under a reservation of rights. **The Board of Recreation and Park Commissioners shall recess to Closed Session, pursuant to Government Code Section 54956.9(d)(1), to confer with its legal counsel relative to the case entitled *Jataun Valentine et al v. City of Los Angeles et al.*, Los Angeles Superior Court Case No. BC603647. [This matter involves a challenge to the City's beach park closure ordinance - Los Angeles Municipal Code Section 63.44(B)14(b).]**

7. BOARD REPORT PUBLIC COMMENT

Members of the Public Who Wish to Comment on Matters Relevant to the Board Reports

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8. COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report – President Patsouras and Commissioner Diaz
- Commission Task Force on Facility Repair and Maintenance Report – Commissioners Sanford and Alvarez

9. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities
- Overview of the Adopted Fiscal Year 2017-18 Department of Recreation and Parks Budget

10. GENERAL PUBLIC COMMENT

Members of the Public Who Wish to Comment on Other Matters Not Listed on the Agenda and under the Jurisdiction of the Department of Recreation and Parks

11. COMMISSION BUSINESS

Comments from Commissioners on Matters within the Board's Jurisdiction and Requests by Commissioners to Schedule Specific Future Agenda Items

12. NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, September 6, 2017, 9:30 a.m., at Woodland Hills Recreation Center, 5858 Shoup Avenue, Woodland Hills, CA 91367.

13. ADJOURNMENT

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Meetings are allowed to bring tape recorders or camcorders in the Meeting.

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Finalization of Commission Actions: In accordance with City Charter, actions that are subject to Section 245 are not final until the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session and if Council asserts jurisdiction during this five meeting day period the Council has 21 calendar days thereafter in which to act on the matter.

Commission Meetings may be heard live over the telephone through the Council Phone system, depending on technological capabilities at the Meeting location. To listen to a Meeting that can be broadcasted live over the telephone, please call one of the following numbers:

from Downtown Los Angeles	(213) 621-CITY (2489)
from West Los Angeles	(310) 471-CITY (2489)
from San Pedro	(310) 547-CITY (2489)
from Van Nuys	(818) 904-9450

Information on Agenda items and audio recordings may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Agenda and Reports may be downloaded from the Department's website at [www.laparks.org](http://www.laparks.org).

## REGULAR MEETING MINUTES

### BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES

Wednesday, June 21, 2017

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting in Fred Roberts Recreation Center at 9:30 a.m. Present were President Sylvia Patsaouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, Commissioner Pilar Diaz, and Commissioner Misty Sanford. Also present were Michael A. Shull, General Manager, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Vicki Israel, Assistant General Manager, Recreation Services Branch  
Ramon Barajas, Assistant General Manager, Planning, Maintenance and Construction Branch  
Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

#### CALL TO ORDER AND SPECIAL PRESENTATIONS

Randy Kelly, Superintendent of Pacific Region, introduced Department staff and provided background and programming information regarding Fred Roberts Recreation Center. Jose Nevarez, Facility Director, introduced Rosemary Codora and discussed her volunteer efforts at Fred Roberts Recreation Center.

#### APPROVAL OF MINUTES

Vice President Alvarez moved that the Board approve the Minutes of the May 17, 2017 Special Meeting and the Minutes of the June 7, 2017 Regular Meeting, which was seconded by Commissioner Sanford. There being no objections, the Motion was unanimously approved.

#### NEIGHBORHOOD COUNCIL COMMENTS

There were no comments from the Neighborhood Council Representatives relative to the Agenda Items being considered.

#### BOARD REPORTS

*Vice President Alvarez recused herself from consideration of Board Report No. 17-152 out of abundance of caution to avoid a potential conflict of interest, and left the Board Meeting.*

#### 17-152 – TAKEN OUT OF ORDER

LAFAYETTE PARK – PROPOSED ARTS AND RECREATION CENTER – LEASE AGREEMENT WITH HEART OF LOS ANGELES ARTS COMMUNITY PARTNERS FOR THE CONSTRUCTION AND OPERATION OF AN ARTS AND RECREATION CENTER; FINAL CONSTRUCTION PLANS – NEGATIVE DECLARATION AND RELATED FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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Cid Macaraeg, Senior Management Analyst II of the Planning, Construction and Maintenance Branch presented Board Report No. 17-152 for adoption of a proposed Resolution authorizing the Department to enter into a fifty-year Lease with Heart of Los Angeles Community Partners (HOLA) for the construction and operation of a proposed Arts and Recreation Center (Center) at Lafayette Park, and a Consent to Leasehold Deed of Trust and Modification of Lease (Consent to Leasehold) with HOLA and New Markets Community Capital XXI, LLC (Lender) in order to obtain financing secured by HOLA's leasehold interest in the proposed Project site under the New Markets Tax Credit (NMTC) program in accordance with Charter Section 594(a) and 595; authorization of the Department to negotiate the Lease with HOLA for the construction and operation of the proposed Center at Lafayette Park in accordance with Charter Sections 594(a) and 595 and consistent with the terms, improvements, and uses set forth in Board Report No. 17-152; authorization of the Department to negotiate the Lender Consent with HOLA and the Lender in order to obtain financing secured by HOLA's leasehold interest in the proposed Project site under the New Markets Tax Credit (NMTC) program in accordance with Charter Section 594(a) and 595 and consistent with the terms and uses set forth in Board Report No. 17-152; authorization of the Department to review and approve a fifty-year Sub-Lease Agreement (Sublease) between HOLA and Heart of Los Angeles-Youth (HEART OF LA) that will effectuate the subletting of the proposed Center at Lafayette Park in order to allow HOLA to obtain NMTC financing under Internal Revenue Code (IRC) Section 45 in accordance with Charter Section 594(a) and 595 and consistent with the terms and uses set forth in Board Report No. 17-152; authorization of the Department and the City Attorney to make any necessary changes to the Lease, Consent to Leasehold, and Sub-Lease consistent with the terms, improvements, and uses set forth in Board Report No. 17-152; authorization to request that the City Council consent to HOLA entering into a proposed Sublease with HEART OF LA to effectuate the subletting of the improvements in order to allow HOLA to obtain NMTC financing under IRC Section 45; approval of the final construction plans of the proposed Center; authorization, upon approval of the construction plans and execution of Lease, Consent to Leasehold, and Sublease, the issuance of a temporary Right-of-Entry Permit to HOLA and/or HEART OF LA for the proposed construction area to allow for the construction of the proposed Center; adoption of the Initial Study (IS) and Negative Declaration (NO) for the proposed Center, based on the finding that on the basis of the whole record of proceedings of the Project, including the IS/NO and any public and/or agency comments received therefrom, that there is no substantial evidence that the Project will have a significant effect on the environment, and that all potentially significant environmental effects of the Project have been properly disclosed and evaluated in the IS/ND in compliance with the California Environmental Quality Act (CEQA) and the State and City CEQA Guidelines, and that the IS/ND reflects the Board's independent judgment and analysis.

The Board and Department staff discussed the CEQA determination process undertaken by the Department in consultation with the City Attorney, and the environmental studies to support the CEQA categorical exemption. Commissioner Sanford discussed her concerns regarding the environmental impacts of the Project and the Department's determinations included in the IS/NO, and the loss of open space within a densely populated area that surrounds Lafayette Park. The Board and Department staff further discussed potential policy changes relative to the environmental impact thresholds, support for programming space in Lafayette Park, and the community organization partnerships around Lafayette Park. Commissioner Sanford requested that Department staff bring back the exterior landscape design for further consideration by the Board.

Recommendation No. 8 of Board Report was amended to reflect Commissioner Sanford's request as follows:

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8. Approve the final construction plans of the proposed Center as described in the Summary of this Report, with the exception that a final plan for exterior landscaping shall be returned to the Board for additional approval;

Public comments were invited for Board Report 17-152. A total of 12 requests were submitted for Board Report No. 17-152, and such comments were made to the Board. Council President Herb J. Wesson, Jr., Tenth Council District, spoke in support of the Project.

President Patsouras requested a Motion to approve Board Report No. 17-152 as amended. Commissioner Diaz moved that Board Report No. 17-152 be approved as amended, and that the Resolutions recommended in the Report be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved by the following vote: Ayes, Commissioners Culpepper, Diaz, Sanford, and President Patsouras – 4: Nays, None.

*Vice President Alvarez returned to the Board Meeting after the Board's vote on Report No. 17-152.*

17-153 – TAKEN OUT OF ORDER  
STRATHERN PARK NORTH - BASEBALL FIELD LIGHTING  
(PRJ21028) (W.O. #E170414F) PROJECT – ALLOCATION OF  
QUIMBY FEES – CONSIDERATION OF EXISTING NOTICE OF  
EXEMPTION

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Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-153 for authorization of the Department's Chief Accounting Employee to transfer \$70,000.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Strathern Park North Account No. 89460K-ZN; approval of the allocation of \$70,000.00 in Quimby Fees from Strathern Park North Account No. 89460K-ZN for the Strathern Park North – Baseball Field Lighting Project (Project); and approval of the finding, pursuant to State CEQA Guidelines, in consideration of the whole of the administrative record, that the environmental effects of the proposed Project have been adequately assessed in the Notice of Exemption filed with the Los Angeles City Clerk and the Los Angeles County Clerk on June 22, 2016, and therefore no additional CEQA determination or documentation is required. The Board and Department staff discussed the removal of one tree and the installation cost for an additional light pole.

Public comments were invited for Board Report 17-153; however, no requests for public comment were received.

President Patsouras requested a Motion to approve Board Report No. 17-153 as presented. Commissioner Sanford moved that Board Report No. 17-153 be approved, and that the Resolutions recommended in the Report be thereby approved. Vice President Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

17-145  
FISCAL YEAR 2017-18 PERSONNEL RESOLUTION

Howard Wada, Senior Personnel Analyst of Human Resources Division, presented Board Report No. 17-145 for adoption of the Fiscal Year (FY) 2017-18 Personnel Resolution to be effective July 1, 2017; and authorization of substitute positions for FY 2017-18 as presented in the FY 2017-18 Personnel Resolution.



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17-146

EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO CENTER FOR 2017 SUMMER CAMP SCHOLARSHIPS

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Board Report No. 17-146 was withdrawn.

17-147

VARIOUS PROPOSITION K RELATED JOINT USE SITES – RESCISSION OF UNFUNDED JOINT-USE AGREEMENTS WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT

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Joel Alvarez, Senior Management Analyst II of the Partnerships Division, presented Board Report No. 17-147 for rescission of the Board's approval of 19 unfunded Proposition K related Joint Use Agreements (JUAs) with the Los Angeles Unified School District (LAUSD) that were never effectuated or utilized at various LAUSD school sites.

17-148

CHATSWORTH PARK SOUTH – PARK ENHANCEMENTS (PRJ21126) PROJECT – ALLOCATION OF QUIMBY FEES – CONSIDERATION OF A MITIGATED NEGATIVE DECLARATION (CPRC § 21080) APPROVED BY THE BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES ON JUNE 5, 2013

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Darryl Ford, Senior Management Analyst I of the Planning, Construction and Maintenance Branch, presented Board Report No. 17-148 for authorization of the Department's Chief Accounting Employee to transfer \$500,000.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Chatsworth Park South Account No. 89460K-CT; approval of the allocation of \$500,000.00 in Quimby Fees from Chatsworth Park South Account No. 89460K-CT for the Chatsworth Park South - Park Enhancements Project (Project); and approval of finding pursuant to the California Environmental Quality Act (CEQA) Guidelines, in consideration of the whole of the administrative record, that the environmental effects of the proposed Project have been adequately assessed in the previously certified Mitigated Negative Declaration (MND), and a Mitigation Monitoring and Reporting Program (MMRP) for the Chatsworth Park South Remedial Action Plan (NG-13-075-RP); and no subsequent MND, Negative Declaration, addendum or other CEQA analysis is required for approval of the Project. The Board and Department staff discussed the Project status and timeline.

17-149

VENICE BEACH - PIER REFURBISHMENT (PRJ20587) PROJECT – ACCEPTANCE OF VARIOUS COMPLETED PROJECTS; BARRINGTON RECREATION CENTER – BASKETBALL COURT RENOVATION (PRJ20668) PROJECT, BARRINGTON RECREATION CENTER – FENCING AND PARKING LOT IMPROVEMENTS (PRJ90011) PROJECT, DEL REY LAGOON – CHILDREN'S PLAY AREA AND RESTROOM (PRJ1272B) PROJECT, FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER – BUILDING IMPROVEMENTS (PRJ1589M) PROJECT, FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER – BUILDING

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REHABILITATION (PRJ20385) PROJECT, FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER - BUILDING REHABILITATION (PRJ20385) PROJECT, MAR VISTA RECREATION CENTER – BALL FIELD IMPROVEMENTS (PRJ20798) PROJECT, PALISADES RECREATION CENTER - BUILDING IMPROVEMENTS (PRJ1545B) PROJECT, PALISADES RECREATION CENTER – INDOOR AND OUTDOOR PARK IMPROVEMENTS (PRJ20659) PROJECT, PENMAR RECREATION CENTER – SPORTS FIELD RENOVATIONS (PRJ1312B) PROJECT, PENMAR RECREATION CENTER – RECREATION CENTER AND CHILDCARE CENTER BUILDING IMPROVEMENTS (PRJ1589C) PROJECT, PENMAR RECREATION CENTER TENNIS AND BASKETBALL COURT IMPROVEMENTS (PRJ1393S) PROJECT, RUSTIC CANYON RECREATION CENTER – FACILITY ENHANCEMENT - PHASE III (PRJ20020) PROJECT, STONER RECREATION CENTER - NEW SKATE PARK (PRJ1204B) PROJECT, STONER RECREATION CENTER - SPORTS FIELD RENOVATION (PRJ1311B) PROJECT, STONER RECREATION CENTER – POOL AND BATHHOUSE IMPROVEMENTS (PRJ1551 B) PROJECT, VENICE BEACH - OCEAN FRONT WALK ACCESS IMPROVEMENTS (PRJ20883) PROJECT, VENICE BEACH – OCEAN FRONT WALK IMPROVEMENTS (PRJ20636) PROJECT, WESTCHESTER RECREATION CENTER – BUILDING AND PLAY AREA IMPROVEMENTS (PRJ1546B) PROJECT, WESTCHESTER RECREATION CENTER – OUTDOOR PARK IMPROVEMENTS (PRJ20813) PROJECT, WESTMINSTER PARK – NEW ROOF AT SAN JUAN GARAGE (PRJ1400H) PROJECT); CANCELLATION OF VENICEHIGH SCHOOL POOL – ROOF RENOVATION (PRJ20936) PROJECT; REALLOCATION OF UNEXPENDED QUIMBY ANZONE CHANGE FEES – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) [REPAIR, AND MINOR ALTERATION OF EXISTING WHARVES AND WALKWAYS]

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Meghan Luera, Management Assistant of the Planning, Construction and Maintenance Branch, presented Board Report No. 17-149 for authorization to take the following actions regarding each respective Project; and approval of the finding that the following actions for each respective Project are categorically exempt from the California Environmental Quality Act (CEQA) provisions:

1. Barrington Recreation Center - New Recreation Center (PRJ1653A) Project:
  - A. Approve the reallocation of \$914,041.34 in Quimby Fees, currently allocated to the Barrington Recreation Center - New Recreation Center Project, to the Venice Beach - Pier Refurbishment Project; and,
  - B. Authorize the Department’s Chief Accounting Employee to transfer Quimby Fees in the amount of \$914,041.34 from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE.

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2. Barrington Recreation Center - Play Area Renovation (PRJ20800) Project:
  - A. Approve the reallocation of \$102,741.94 in Quimby Fees, currently allocated to the Barrington Recreation Center - Play Area Renovation Project, to the Venice Beach - Pier Refurbishment Project; and,
  - B. Authorization of the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$102,741.94 from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE.
3. Barrington Recreation Center - Basketball Court Renovation (PRJ20668) Project:
  - A. Accept the work performed for the Barrington Recreation Center - Basketball Court Renovation Project, constructed by Department staff and/or as-needed prequalified on-call vendors;
  - B. Approve the reallocation of \$54,436.88 in Quimby Fees, currently allocated to the Barrington Recreation Center - Basketball Court Renovation Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$54,436.88 from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE.
4. Barrington Recreation Center - Fencing and Parking Lot Improvements (PRJ90011) Project:
  - A. Accept the work performed for the Barrington Recreation Center - Fencing and Parking Lot Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$734.65 in Quimby Fees, currently allocated to the Barrington Recreation Center - Fencing and Parking Lot Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$734.65 from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE.
5. Rey Lagoon - Children's Play Area and Restroom (PRJ1272B) Project:
  - A. Accept the work performed for the Del Rey Lagoon - Children's Play Area and Restroom Project, constructed by Department staff and/or as-needed prequalified on-call vendors;
  - B. Approve the reallocation of \$52,954.94 in Quimby Fees, currently allocated to the Del Rey Lagoon - Children's Play Area and Restroom Project, to the Venice Beach - Pier Refurbishment Project;
  - C. Approve the reallocation of \$4.83 in Quimby Fees, currently allocated to the Del Rey Lagoon - Children's Play Area and Restroom Project;
  - D. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$52,954.94 from Del Rey Lagoon Account No. 89460K-DR to Venice Beach Account No. 89460K-VE; and,
  - E. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$4.83 from Del Rey Lagoon Account No. 89460K-DR to Del Rey Lagoon Account No. 89440K-DR.
6. Felicia Mahood Senior Multipurpose Center - Building Improvements (PRJ1589M) Project:

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- A. Accept the work performed for Felicia Mahood Senior Multipurpose Center - Building Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$27,093.50 in Quimby Fees, currently allocated to the Felicia Mahood Senior Multipurpose Center - Building Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$27,093.50 from Felicia Mahood Senior Multipurpose Center Account No. 89460K-FF to Venice Beach Account No. 89460K-VE.
7. Felicia Mahood Senior Multipurpose Center - Building Rehabilitation (PRJ20385) Project:
- A. Accept the work performed for Felicia Mahood Senior Multipurpose Center - Building Rehabilitation Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$13,012.90 in Quimby Fees, currently allocated to the Felicia Mahood Senior Multipurpose Center - Building Rehabilitation Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$13,012.90 from Felicia Mahood Senior Multipurpose Center Account No. 89460K-FF to Venice Beach Account No. 89460K-VE.
8. Glen Alla Park - Outdoor Improvements (PRJ1339A) Project:
- A. Approve the reallocation of \$634,422.90 in Zone Change Fees, currently allocated to the Glen Alla Park - Outdoor Improvements Project, to the Venice Beach – Pier Refurbishment Project;
  - B. Approve the reallocation of \$294,315.06 in Quimby Fees, currently allocated to the Glen Alla Park – Outdoor Improvements Project, to the Venice Beach - Pier Refurbishment Project;
  - C. Authorize the Department's Chief Accounting Employee to transfer Zone Changes Fees in the amount of \$634,422.90 from Glen Alla Park Account No. 89440KMB to Venice Beach Account No. 89460K-VE; and,
  - D. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$294,315.06 from Glen Alla Park Account No. 89460K-MB to Venice Beach Account No. 89460K-VE.
9. Mar Vista Recreation Center - Ball Field Improvements (PRJ20798) Project:
- A. Accept the work performed for Mar Vista Recreation Center - Ball Field Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$12,449.91 in Quimby Fees, currently allocated to the Mar Vista Recreation Center - Ball Field Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$12,449.91 from Mar Vista Recreation Center Account No. 89460K-MR to Venice Beach Account No. 89460K-VE.
10. Mar Vista Recreation Center - Lighting Rehabilitation (PRJ20528) Project:
- A. Approve the reallocation of \$4,968.46 in Quimby Fees, currently allocated to the Mar Vista Recreation Center - Lighting Rehabilitation Project, to the Venice Beach – Pier Refurbishment Project; and,

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- B. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$4,968.46 from Mar Vista Recreation Center Account No. 89460K-MR to Venice Beach Account No. 89460K-VE.
11. Mar Vista Recreation Center – Outdoor Improvements (PRJ1310B) Project:
- A. Approve the reallocation of \$1,700.00 in Quimby Fees, currently allocated to the Mar Vista Recreation Center – Outdoor Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - B. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$1,700.00 from Mar Vista Recreation Center Account No. 89460K-MR to Venice Beach Account No. 89460K-VE.
12. Oakwood Recreation Center – Outdoor Improvements (PRJ1901B) Project:
- A. Approve the reallocation of \$5,146.37 in Quimby Fees, currently allocated to the Oakwood Recreation Center - Outdoor Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - B. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$5,146.37 from Oakwood Recreation Center Account No. 89460K-OC to Venice Beach Account No. 89460K-VE.
13. Palisades Recreation Center – Building Improvements (PRJ1545B) Project:
- A. Accept the work performed for Palisades Recreation Center – Building Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$19,207.18 in Quimby Fees, currently allocated to the Palisades Recreation Center - Building Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$19,207.18 from Palisades Recreation Center Account No. 89460K-PL to Venice Beach Account No. 89460K-VE.
14. Palisades Recreation Center - Indoor and Outdoor Park Improvements (PRJ20659) Project:
- A. Accept the work performed for Palisades Recreation Center - Indoor and Outdoor Park Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$73,390.60 in Quimby Fees, currently allocated to the Palisades Recreation Center - Indoor and Outdoor Park Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$73,390.60 from Palisades Recreation Center Account No. 89460K-PL to Venice Beach Account No. 89460K-VE.
15. Penmar Recreation Center - Sports Field Renovations (PRJ1312B) Project:
- A. Accept the work performed for Penmar Recreation Center - Sports Field Renovations Project, constructed by Department staff and/or as-needed prequalified on-call vendors;
  - B. Approve the reallocation of \$490,091.63 in Quimby Fees, currently allocated to the Penmar Recreation Center - Sports Field Renovations Project, to the Venice Beach - Pier Refurbishment Project; and,

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- C. Authorize the Department Chief Accounting Employee to transfer Quimby Fees in the amount of \$490,091.63 from Penmar Recreation Center Account No. 89460K-PD to Venice Beach Account No. 89460K-VE.
16. Penmar Recreation Center - Recreation Center and Childcare Center Building Improvements (PRJ1589C) Project:
- A. Accept the work performed for Penmar Recreation Center - Recreation Center and Childcare Center Building Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$283,666.89 in Quimby Fees, currently allocated to the Penmar Recreation Center - Recreation Center and Childcare Center Building Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$283,666.89 from Penmar Recreation Center Account No. 89460K-PD to Venice Beach Account No. 89460K-VE.
17. Penmar Recreation Center - Tennis and Basketball Court Improvements (PRJ1393S) Project:
- A. Accept the work performed for Penmar Recreation Center - Tennis and Basketball Court Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$85,447.30 in Quimby Fees, currently allocated to the Penmar Recreation Center - Tennis and Basketball Court Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$85,447.30 from Penmar Recreation Center Account No. 89460K-PD to Venice Beach Account No. 89460K-VE.
18. Rustic Canyon Recreation Center – Facility Enhancement - Phase III (PRJ20020) Project:
- A. Accept the work performed for Rustic Canyon Recreation Center – Facility Enhancement - Phase III Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$50,404.39 in Quimby Fees, currently allocated to the Rustic Canyon Recreation Center - Facility Enhancement - Phase III Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$50,404.39 from Rustic Canyon Recreation Center Account No. 89460K-RB to Venice Beach Account No. 89460K-VE.
19. Stoner Recreation Center - New Skate Park (PRJ1204B) Project:
- A. Accept the work performed for Stoner Recreation Center - New Skate Park Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$840,875.06 in Quimby Fees, currently allocated to the Stoner Recreation Center - New Skate Park Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$840,875.06 from Stoner Recreation Center Account No. 89460KSJ to Venice Beach Account No. 89460K-VE.

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20. Stoner Recreation Center - Sports Field Renovation (PRJ1311B) Project:
  - A. Accept the work performed for Stoner Recreation Center - Sports Field Renovation Project, constructed by Department staff and/or as-needed prequalified on-call vendors;
  - B. Approve the reallocation of \$196,143.69 in Quimby Fees, currently allocated to the Stoner Recreation Center - Sports Field Renovation Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$196,143.69 from Stoner Recreation Center Account No. 89460K-SJ to Venice Beach Account No. 89460K-VE.
  
21. Stoner Recreation Center - Building and Outdoor Improvements (PRJ1900B) Project:
  - A. Approve the reallocation of \$38,816.67 in Quimby Fees, currently allocated to the Stoner Recreation Center - Building and Outdoor Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - B. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$38,816.67 from Stoner Recreation Center Account No. 89460K-SJ to Venice Beach Account No. 89460K-VE.
  
22. Stoner Recreation Center - Pool and Bathhouse Improvements (PRJ1551B) Project:
  - A. Accept the work performed for Stoner Recreation Center - Pool and Bathhouse Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$84,804.92 in Quimby Fees, currently allocated to the Stoner Recreation Center - Pool and Bathhouse Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$84,804.92 from Stoner Recreation Center Account No. 89460K-SJ to Venice Beach Account No. 89460K-VE.
  
23. Venice Beach - Ocean Front Walk Access Improvements (PRJ20883) Project:
  - A. Accept the work performed for Venice Beach - Ocean Front Walk Access Improvements Project, constructed Department staff and/or as-needed pre-qualified on-call vendors; and,
  - B. Approve the reallocation of \$221,379.85 in Quimby Fees, currently allocated to the Venice Beach - Ocean Front Walk Access Improvements Project, to the Venice Beach - Pier Refurbishment Project.
  
24. Venice Beach - Ocean Front Walk Improvements (PRJ20636) Project:
  - A. Accept the work performed for Venice Beach - Ocean Front Walk Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; and,
  - B. Approve the reallocation of \$4,727.16 in Quimby Fees, currently allocated to the Venice Beach - Ocean Front Walk Improvements Project, to the Venice Beach - Pier Refurbishment Project.
  
25. Venice High School Pool - Roof Renovation (PRJ20936) Project:
  - A. Cancel the Venice High School Pool - Roof Renovation Project;
  - B. Approve the reallocation of \$275,000.00 in Quimby Fees, currently allocated to the Venice High School Pool - Roof Renovation Project, to the Venice Beach - Pier Refurbishment Project; and,

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- C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$275,000.00 from Venice High School Pool Account No. 89460K-VH to Venice Beach Account No. 89460K-VE.
26. Westchester Recreation Center - Building and Play Area Improvements (PRJ15468) Project:
- A. Accept the work performed for Westchester Recreation Center - Building and Play Area Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$24,809.52 in Quimby Fees, currently allocated to the Westchester Recreation Center - Building and Play Area Improvements Project, to the Venice Beach - Pier Refurbishment Project;
  - C. Approve the reallocation of \$10,019.26 in Zone Change Fees, currently allocated to the Westchester Recreation Center - Building and Play Area Improvements Project, to the Venice Beach - Pier Refurbishment Project;
  - D. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$24,809.52 from Westchester Recreation Center Account No. 89460K-WR to Venice Beach Account No. 89460K-VE; and,
  - E. Authorize the Department's Chief Accounting Employee to transfer Zone Change Fees in the amount of \$10,019.26 from Westchester Recreation Center Account No. 89440K-WR to Venice Beach Account No. 89460K-VE.
27. Westchester Recreation Center - Outdoor Park Improvements (PRJ20813) Project:
- A. Accept the work performed for Westchester Recreation Center - Outdoor Park Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$19,604.64 in Quimby Fees, currently allocated to the Westchester Recreation Center - Outdoor Park Improvements Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$19,604.64 from Westchester Recreation Center Account No. 89460K-WR to Venice Beach Account No. 89460K-VE.
28. Westminster Park - New Roof at San Juan Garage (PRJ1400H) Project:
- A. Accept the work performed for Westminster Park - New Roof at San Juan Garage Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of \$24,049.78 in Quimby Fees, currently allocated to the Westminster Park - New Roof at San Juan Garage Project, to the Venice Beach - Pier Refurbishment Project; and,
  - C. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$24,049.78 from Westminster Park Account No. 89460K-WM to Venice Beach Account No. 89460K-VE.
29. Authorize the Department's Chief Accounting Employee to transfer Quimby Fees in the amount of \$559,739.00 from Quimby Account No. 89460K-00 to Venice Beach Account No. 89460K-VE; and,
30. Approve the allocation of \$5,420,196.39 in Venice Beach – Pier Refurbishment Project.



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The Board and Department staff discussed the status and funding for the Venice Pier Refurbishment Project, which will be brought back to the Board for further discussion, as well as the funding status for the Venice High School Pool - Roof Renovation Project.

17-150

CAMPO DE CAHUENGA PARK - PARKING LOT (PRJ21131) PROJECT; ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) OF THE CITY CEQA GUIDELINES (REPAIR AND MAINTENANCE OF EXISTING PARKING LOTS)

Wendy Cervantes, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-150 for approval of the scope of the Campo De Cahuenga Park - Parking Lot Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$40,000.00 in Quimby Fees from Quimby Fee Account No. 89460K-00 to Campo De Cahuenga Account No. 89460K-CK; approval of the allocation of \$40,000.00 in Quimby Fees from Campo De Cahuenga Park Account No. 89460K-CK for the Project; and approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act

17-151

SOUTH PARK RECREATION CENTER - NEW MAINTENANCE YARD (PRJ21104) PROJECT - ALLOCATION OF QUIMBY FEES – FUTURE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION WITH DEVELOPMENT OF A DETAILED PROJECT SCOPE

Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-151 for acceptance of the work performed for the South Park - Northwest Synthetic Soccer Field (PRJ20812) Project by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$1,757,742.21 from the South Park - Northwest Synthetic Soccer Field Project to the South Park - New Maintenance Yard Project (Project); approval of the allocation of \$1,757,742.21 in Quimby Fees from South Park Account No. 89460K-SO for the Project; and approval of the finding that a fully developed Project scope for the is not available at this time to make a environmental determination pursuant to the California Environmental Quality Act, and further environmental documentation will be required upon completion of a detailed Project scope. The Board and Department staff discussed the design for the various phases of the South Park Recreation Center Project. Commissioner Sanford requested that Department staff report back on the adoption of a community outreach strategy to include goals and objectives for the various phases and approval of the plan documents for the South Park Recreation Center Project.

*Board Report Nos. 17-152 and 17-153 were taken out of order.*

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17-154

JUNTOS PARK SPLASH PAD WATER SYSTEM (W.O. #170381F) PROJECT – APPROVAL OF FINAL PLANS; CONSIDERATION OF CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-154 for approval of the final plans for the Juntos Park Splash Pad Water System Project (Project); approval of the finding that the proposed Project was previously determined to be categorically exempt from the California Environmental Quality Act (CEQA) and is consistent with the existing Notice of Exemption.

17-155

CAPITAL IMPROVEMENT PROJECTS – FINAL ACCEPTANCE OF VARIOUS PROJECTS; BARNSDALL PARK PHASE III – SEISMIC RETROFIT AND RESTORATION OF HOLLYHOCK HOUSE (PRJ20002) (W.O. #E1906153) PROJECT; DEVONSHIRE ARLETA PARK – PARK DEVELOPMENT (PRJ20664) PROJECT; GLEN ALLA PARK – OUTDOOR PARK IMPROVEMENTS (PRJ1339A) PROJECT; KEN MALLOY HARBOR REGIONAL PARK – HARBOR SPORTS COMPLEX RENOVATION (PRJ20670) PROJECT; MACARTHUR PARK - BAND SHELL IMPROVEMENTS (PRJ1504A) PROJECT; PAN PACIFIC PARK – SWIMMING POOL AND BATHHOUSE IMPROVEMENTS (PRJ1383A) PROJECT; PECK PARK CANYON – ENHANCEMENT (PRJ1301D) PROJECT; ROCKWOOD PARK – HILLSIDE PARK DEVELOPMENT (PRJ1249A) PROJECT; WESTCHESTER RECREATION CENTER – POOL, BATHHOUSE AND OUTDOOR PARK IMPROVEMENTS (PRJ1508P) PROJECT

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Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-155 for acceptance of the work performed for the Barnsdall Park Phase III - Seismic Retrofit and Restoration of Hollyhock House Project in Council District 13, constructed by the Department of the General Services (GSD); acceptance of the work performed for the Devonshire Arleta Park - Park Development in Council District 12, constructed by Department of Recreation and Parks (RAP) staff and/or as-needed pre-qualified on-call vendors; acceptance of the work performed for the Glen Alla Park - Outdoor Park Improvements Project in Council District 11, constructed by RAP staff and/or as-needed pre-qualified on-call vendors; acceptance of the work performed for the Ken Malloy Harbor Regional Park - Harbor Sports Complex Renovation Project in Council District 15, constructed by RAP staff and/or as-needed pre-qualified on-call vendors; acceptance of the work performed for the MacArthur Park - Band Shell Improvements Project, constructed by with The Friends of the Levitt Pavilion (TFLP) at MacArthur Park; acceptance of the work performed for the Pan Pacific Park - Swimming Pool and Bathhouse Improvements Project in Council District 4, constructed by RAP staff and/or as-needed pre-qualified on-call vendors; acceptance of the work performed for the Peck Park Canyon - Enhancement Project in Council District 15, managed by the Department of Public Works, Bureau of Engineering (BOE) staff; acceptance of the work performed for the Rockwood Park - Hillside Park Development

June 21, 2017

Project in Council District 13, constructed by RAP staff and/or as-needed pre-qualified on-call vendors; acceptance of the work performed for the Westchester Recreation Center - Pool, Bathhouse, and Outdoor Park Improvements (PRJ150BP) Project in Council District 11, constructed by RAP staff and/or as-needed pre-qualified on-call vendors; approval of the reallocation of \$96,728.60 in Zone Change Fees from the Westchester Recreation Center - Pool, Bathhouse, and Outdoor Park Improvements Project; authorization to transfer \$94,256.06 in Zone Change Fees from the Westchester Recreation Center Account No. 440K-WR to the Westchester Recreation Center Account No. 460KWR; and approval of the allocation in the amount of \$94,256.06 in Quimby Fees from the Westchester Recreation Center Account No. 89460K-WR to the Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project.

17-156

NORTHEAST VALLEY MULTIPURPOSE SENIOR CENTER – AGREEMENT WITH SAN FERNANDO VALLEY INTERFAITH COUNCIL, INC., FOR THE OPERATION OF PUBLIC PROGRAMS AND SERVICES FOR SENIORS, AND DEPARTMENT OF RECREATION AND PARKS FACILITY ACCESS FOR COMMUNITY EVENTS AND OTHER PERMITTED USES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III SECTION 1 CLASS 1 (14) OF CITY CEQA GUIDELINES (ISSUANCE OF LICENSES/PERMITS)

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 17-156 for approval of a proposed four-year Agreement (Agreement) with two subsequent four-year options to renew, with San Fernando Valley Interfaith Council, Inc. (VIC), setting forth the terms and conditions for VIC's operation and use of the facility to provide public programs and services for seniors at Northeast Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Multipurpose Senior Center) (Facility), and for Departmental access for permitted events and other community use; authorization of the Department and the City Attorney to make any necessary changes to the Agreement consistent with VIC's hours and terms of use, proposed activities, financial obligations and the reservation of the Department's use rights in the Facility; approval of the finding that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA); and direction to the Department's Chief Accounting Employee to create an appropriate account into which payments of cost recovery reimbursement fees from VIC for utilities and other cost recovery reimbursements will be deposited in accordance with the proposed Agreement.

BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports; however, no other requests for public comment regarding the Board Reports were submitted.

President Patsouras requested a Motion to approve the Board Reports as presented, with the exception of Board Report Nos. 17-152 and 17-53 which were previously approved under a separate vote. Commissioner Sanford moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

June 21, 2017

### GENERAL PUBLIC COMMENT

Public comments on matters within the Board's jurisdiction were invited. Three requests for public comment were submitted, and such comments were made to the Board.

### COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report (Commissioners Patsouras and Diaz)

President Patsouras reported on the Concessions Task Force Meeting held on June 21, 2017 prior to the Board Meeting, in which the Task Force discussed the contract award for the Citywide Pedal Rental Concession Request for Proposal (RFP) to be scheduled for an upcoming Board Meeting, the Vending Machine Concession RFP for which the proposals are due on July 25, 2017; and the release of the Bicycle Rental Concession RFP.

- Commission Task Force on Facility Repair and Maintenance (Commissioners Sanford and Alvarez)

Vice President Alvarez reported on the Facility Repair and Maintenance Task Force Meeting held on June 21, 2017 prior to the Board Meeting, in which the Task Force discussed a plaque installation at Hey Rookie Pool, conceptual design plans for the Sixth Street Viaduct park system, Studio City Recreation Center Project, and Mid-Valley Intergenerational Multipurpose Center – Phase II Project; and the Quimby Park Fee Ordinance.

### GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- The Various Communications Report was noted and filed.
- General Manager Michael Shull reported on various Department activities, facilities, and upcoming events. A Grand Opening Ceremony and Swearing-in Ceremony for Councilmember Joe Buscaino, Fifteenth Council District, were held on June 17, 2017 at Ken Malloy Harbor Regional Park. A Ribbon Cutting Ceremony for a new playground and fitness equipment at Normandie Recreation Center was also held on June 17, 2017. The USA City Games were held on June 17, 2017 at the Los Angeles Memorial Coliseum, in which youth from six Recreation Centers participated in sporting competitions. The Irving Schachter Park Playground Re-Opening Ceremony is scheduled on June 22, 2017. The Gaffey Street/Hey Rookie Pool Grand Opening Ceremony is scheduled on June 27, 2017. The Summer Picnic Concert Series will take place on July 9, 2017 at Sycamore Grove Park band shell; July 23, 2017 at South Park Recreation Center band shell; and July 30, 2017 at Hollenbeck Park band shell. Information on various summer activities and special events are posted on [www.laparks.org](http://www.laparks.org).

### COMMISSION BUSINESS

Vice President Alvarez requested an update on the Travel Town Museum Gift Shop. Commissioner Sanford requested reports on a community engagement policy, tree policy, and strengthened environmental policies.

June 21, 2017

NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, July 12, 2017, 9:30 a.m., at EXPO Center Comrie Hall, Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Regular Meeting at 11:10 a.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
BOARD SECRETARY

**BOARD REPORT**

**NO. 17-157**

DATE August 09, 2017


C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SUMMER NIGHT LIGHTS PROGRAM AND RELATED ACTIVITIES – ARTIST/INSTRUCTOR SERVICES; APPROPRIATIONS WITHIN FUND 302 IN THE DEPARTMENT OF RECREATION AND PARKS

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
\* N. Williams NDW

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Adopt a Resolution authorizing the recommendations set forth in this Report for the Summer Night Lights Program (SNL) and related activities;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to appropriate One Million, Six Hundred Eighty-Eight Thousand Dollars (\$1,688,000.00) from the General City Purpose Fund, to various accounts as follows:

<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
302	88	001070	Salaries-As-Needed	\$1,433,500.00
302	88	006020	Operating Expense	\$ 74,500.00
302	88	009401	SNL-Vendor Only	<u>\$ 180,000.00</u>
Total				\$1,688,000.00

3. Authorize RAP's Chief Accounting Employee to encumber funds for the payment of specialized artists/instructors for SNL and related activities in the amount not to exceed One Hundred, Eighty Thousand Dollars (\$180,000.00) for the service period from April 1, 2017 to June 30, 2018; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## BOARD REPORT

PG. 2 NO. 17-157

### SUMMARY

For the last several years, RAP has played a supportive role in the implementation of the Summer Night Lights Program (SNL) as developed and overseen by the Office of the Mayor (Mayor). SNL provides enhanced programming for economically disadvantaged neighborhoods during the summer months. RAP has largely provided maintenance services, opened up our facilities for use by SNL, and performed other supportive tasks. In preparation for the SNL program during the summer of 2015, the Mayor requested that RAP assume the duties of "the Fiscal Agent" for SNL. This involved assisting in hiring and paying all the part-time staff to be used for SNL, purchasing of materials, and procuring the services of specialized artists/instructors to offer classes to patrons at SNL sites. RAP will continue in its role as the Fiscal Agent for SNL in Fiscal Year 2017-18.

For Fiscal Year 2017-18, funds in the amount of One Million, Six Hundred Eighty-Eight Thousand Dollars (\$1,688,000.00) were placed in the General City Purposes (GCP) Account to reimburse RAP for performing its Fiscal Agent duties. This Report requests that the Board approve the appropriation of the funds from the GCP into various accounts based on operating needs, and authorize RAP staff to encumber and pay specialized artists/instructors for services provided to SNL and related activities.

### FISCAL IMPACT STATEMENT

The appropriation of funds will have no negative impact on RAP's General Fund.

This Report was prepared by Sondra Fu, Senior Management Analyst II, Finance Division.

**BOARD REPORT**

**NO.** 17-158

**DATE** August 09, 2017

**C.D.** Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** PARTNERSHIP DIVISION – AGREEMENT WITH LOS ANGELES COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF FIVE COMMUNITY GARDENS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (14) OF THE CITY CEQA GUIDELINES (ISSUANCE OF AGREEMENTS TO USE EXISTING FACILITIES INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE)

* AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Approve a proposed ten-year Community Garden Agreement (Garden Agreement), herein included as Attachment 1, between the City of Los Angeles and Los Angeles Community Garden Council (LACGC), a California non-profit organization, for the continued operation and maintenance of Solano Canyon Community Garden, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden, and East Wilmington Community Garden, subject to the approval of City Council and the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Garden Agreement to the City Attorney for review and approval as to form;
3. Find that the community gardens related to the proposed Garden Agreement are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines (issuance of agreements to use existing park facilities involving negligible or no expansion of use), and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption;
4. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
5. Authorize the Board President and Secretary to execute the Garden Agreement upon receipt of the necessary approvals; and,
6. Authorize RAP to make any necessary technical changes prior to execution of the Garden Agreement consistent with the Board's intent in approving the proposed Garden Agreement.



## BOARD REPORT

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### SUMMARY

LACGC has extensive experience in the development and management of community gardens throughout the Los Angeles area, and currently manages the operation and maintenance of the five gardens discussed in this Report. All five gardens are located either on dedicated park or property controlled by RAP. The LACGC had been successfully operating the subject gardens under previously executed individual agreements and permits for each garden, which RAP and LACGC had been discussing in late 2015, as they would be expiring in 2016. After several months of discussions between RAP and the LACGC regarding existing garden arrangements, the annual garden fee, and RAP Community Garden Policy matters in general, it was determined that having all five gardens managed by LACGC under one document would be more efficient and simpler to manage. The proposed Garden Agreement is a result of those discussions.

As a short term measure in response to the prior agreements and permits expiring, RAP administratively issued Right-Of-Entry Permit No. PD-ROE-079 (ROE permit), included herein as Attachment 2, as interim documentation granting the LACGC continued authority to operate and maintain the gardens while the proposed Garden Agreement is prepared, processed, and executed.

The following is a summary of each garden, and the chain of events leading up to the proposed Garden Agreement:

- **Solano Canyon Community Garden:** 137 garden plots on 5.0 acres, located within Elysian Park at 545 Solano Avenue, Los Angeles 90012. LACGC's operation and maintenance of this garden was previously under Agreement No. 3370, which expired February 19, 2016. Following the departure of Farm Works Los Angeles, who previously shared the property with the LACGC but ceased to exist in December 2013, LACGC took over the entire property after not being able to identify a replacement organization for the Farm Works portion of the property. On January 21, 2015, the Board approved an Amendment to Agreement 3370, allocating the entire property to LACGC. Additionally, the Partnership Division at the time had been in discussions with LACGC regarding their management of all five Gardens and their associated documents (agreements and permits). An amendment to extend the term of Agreement No. 3370 was prepared, but was not executed due to such ongoing discussions.
- **Drew Street Garden:** 38 garden plots on 0.11 acres, located at 3304 Drew Street, Los Angeles 90065, in the community of Glassell Park. LACGC's operation and maintenance of this Garden was previously under Agreement No. 3399, which expired February 19, 2016. An amendment to extend the term of Agreement No. 3399 was prepared, but not executed.
- **El Sereno Community Garden:** 25 garden plots on 0.77 acres of land leased to RAP by the California State Department of Transportation (CalTrans), located at 5466 Huntington Drive, Los Angeles 90032, in the community of El Sereno. This garden had previously been under the operation and maintenance of the Los Angeles Conservation Corps, who transferred responsibility over the garden to the LACGC in June of 2015. Right of Entry Permit No. PD-ROE-071 was then issued to LACGC, but was not executed.

## BOARD REPORT

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- **Patton Street Community Garden:** 10 garden plots on 0.09 acres within Patton Street Pocket Park, located at 327 N. Patton Street, Los Angeles 90026, in the community of Echo Park. Patton Street Community Garden is a relatively new garden compared to the three aforementioned gardens, developed by the Trust for Public Land through Proposition 84 State Grant funding, approved by the Board on June 26, 2014 (Report No. 14-166). Following completion of the Garden in August 2015, the Board approved issuance of Right of Entry Permit No. PD-ROE-066 on September 2, 2015 (Report No. 15-199). However, it was not executed due to said ongoing discussions with the LACGC.
- **East Wilmington Community Garden:** 37 garden plots on 10,000 square feet within East Wilmington Greenbelt Park, Los Angeles 90744, within the street boundaries of Drumm Avenue (west side), East "L" Street (south side) and Coil Avenue (east side) in the community of Wilmington. Of the gardens included in the proposed Garden Agreement, the East Wilmington Garden is the most recently operated community garden by the LACGC. It was developed by the Los Angeles Conservation Corps (LACC - "Little Green Fingers Program") through a 2015 First Five LA grant, with support from the Office of Councilmember Joe Buscaino of the Fifteenth Council District (CD-15). Following the East Wilmington Garden's completion, the LACC relinquished garden operation and management to the LACGC in early 2017.

It should be noted that the LACGC is also under lease (C-121825) with RAP (Real Estate Section), for the development and operation of the East Hollywood Public Garden and Achievement Center, located at 1171-77 Madison Avenue, Los Angeles 90029.

LACGC has communicated that it wishes to continue its collaboration with RAP for the operation and maintenance of the subject community gardens. RAP and the LACGC have mutually agreed to the terms and conditions contained in the proposed Garden Agreement (Attachment 1) for a term of ten (10) years. The Garden Agreement has language similar in scope to previous agreements and the current ROE permit, and conforms to the RAP Community Operated Open Space Policy and Guidelines. The LACGC shall continue to be responsible to fund operations and maintenance at their own expense, including the cost of utilities and waste disposal. Under their normal practices, the LACGC will continue to develop and implement garden rules and self-governing committees so participating, registered gardeners can monitor themselves under the guidance of the LACGC. LACGC shall continue to collect nominal participation fees from gardeners to offset operations and maintenance costs, and gardening plots will continue to be assigned to gardeners on a first-come, first-served basis. A sample of LACGC general rules and operational guidelines are attached to the Garden Agreement as Exhibit C.

The Garden Agreement has language that provides a mechanism to conveniently include additional RAP properties in the future, should it be determined the properties can be suitably operated by the LACGC under the Garden Agreement, subject to the approval of the Board. An increase over time of RAP properties used for community gardens may help to achieve one of the goals of the Mayor's sustainability plan, which is to increase the number of urban agriculture sites in the City of Los Angeles by 25%, to 618 sites by December 2025 target date. Available

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research indicates that the number of urban agriculture sites in Los Angeles stood at 494 as of December 2013.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of a ten-year agreement between RAP and LACGC for the management of five existing community gardens, with negligible or no expansion of use of the facilities. The Garden Agreement defers any decision regarding future alterations, improvements or replacements of the gardens to RAP's staff. Such actions and any subsequent addition of other gardens to the agreement will be evaluated, when necessary, with appropriate environmental documents. As such, RAP staff recommends that the Board determines that the activity is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT:

The proposed Garden Agreement will have no adverse fiscal impact on RAP's General Fund, as the cost of operations and maintenance for all five community gardens, including utilities, will be the responsibility of the LACGC.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, and Raymond Chang, Management Analyst II, Partnership Division.

### LIST OF ATTACHMENTS

- 1) Proposed Garden Agreement
- 2) Right of Entry Permit No. PD-ROE-079

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
LOS ANGELES COMMUNITY GARDEN COUNCIL  
FOR THE  
OPERATION AND MAINTENANCE  
OF VARIOUS COMMUNITY GARDENS ON PARK PROPERTY**

This AGREEMENT ("AGREEMENT") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners, and Los Angeles Community Garden Council, a California 501(c)(3) non-profit corporation ("LACGC"), for the operation and maintenance of Solano Canyon Community Garden in Elysian Park, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden at Patton Street Park, and East Wilmington Community Garden in East Wilmington Greenbelt Park. CITY and LACGC may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns or controls various real property where community gardens have been established and in operation for various lengths of time at Solano Canyon Community Garden in Elysian Park, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden at Patton Street Park, and East Wilmington Community Garden in East Wilmington Greenbelt Park ("PROPERTIES"), as included and set forth at length in the description of PROPERTIES attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, LACGC has a history of operating successful community-based gardens in Southern California, including existing operations at the PROPERTIES, and states that it wishes to continue operating and maintaining such PROPERTIES to provide gardening programs to fulfill the recreational needs of residents of the City of Los Angeles;

WHEREAS, LACGC and CITY entered into Agreement No. 3370 on February 20, 2013, for operation of a community garden at Solano Canyon in Elysian Park, which expired on February 19, 2016;

WHEREAS, LACGC and CITY entered into Agreement No. 3399 on February 20, 2013, for operation of the Drew Street Community Garden at 3304 Drew Street, which expired on February 19, 2016;

WHEREAS, CITY issued Right-of-Entry Permit No. PD-ROE-066 to LACGC on August 7, 2015, for operation of the Patton Street Community Garden at 327 N. Patton Street, which expired on June 30, 2016;

WHEREAS, CITY issued Right-of-Entry Permit No. PD-ROE-071 to LACGC on August 26, 2015, for operation of the El Sereno Community Garden at 5466 Huntington Drive, which expired on February 28, 2016;

WHEREAS, CITY issued Right-of-Entry Permit No. PD-ROE-079 to LACGC on May 11, 2017, for operation and maintenance of community gardens at the PROPERTIES, which expires on May 10, 2018;

WHEREAS, CITY, through the Board of Recreation and Park Commissioners ("BOARD"), agreed to accept LACGC's offer of continuing operations and maintenance of all the PROPERTIES at the BOARD's meeting of \_\_\_\_\_ (Report No. \_\_\_\_\_); and,

WHEREAS, LACGC may also undertake operations and maintenance at new community gardens that may be developed on property owned or controlled by RAP, which on a case by case basis and upon approval by the BOARD, may be added to the list of PROPERTIES under this AGREEMENT, and which shall be operated by LACGC under the same terms and conditions as at the existing PROPERTIES.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. **Use of Properties.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LACGC this AGREEMENT authorizing use of the PROPERTIES for the operation of community gardens as described in the Permitted Uses set forth below, which shall be performed by LACGC in compliance with the terms and conditions of this AGREEMENT.

PARTIES may mutually agree to add additional community gardens on property owned or under the control of CITY to the list of PROPERTIES in Exhibit A, to be operated under all terms and conditions of this AGREEMENT, subject to approval by the BOARD.

2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of **ten (10)** years from the date of execution of this AGREEMENT, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, and shall end upon the expiration of the TERM of this AGREEMENT, or the earlier of (i) a written termination notice from CITY to LACGC, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable Performance Review of LACGC's performance or termination for cause during the TERM; or, (ii) the date that LACGC ceases to operate the PROPERTIES. If CITY should elect to terminate this AGREEMENT, LACGC agrees to immediately cease all operations and other activity and to peacefully surrender the PROPERTIES to CITY.
  - b. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LACGC's corporate charter or grant of non-profit status, if such exists, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LACGC's purposes or function as contained in LACGC's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by LACGC, as described herein; or (iv) the failure of LACGC to use the PROPERTIES for any of the PERMITTED USES (as set forth in Section 5) or LACGC's failure to comply with the agreed upon PERFORMANCE REQUIREMENTS (as set forth in Section 6), terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage,

destruction, major repairs or refurbishment of the improvements within the PROPERTIES, or for reason beyond LACGC's control.

3. **Annual Performance Reviews.** PARTIES mutually agree to a series of Annual Performance Reviews, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with LACGC shall be contingent upon favorable ANNUAL PERFORMANCE REVIEW for the PROPERTIES, which shall include, but not be limited to:
    - (i) An evaluation of LACGC's compliance with the terms and conditions of this AGREEMENT;
    - (ii) Fulfillment of LACGC's obligations for the operation and maintenance of the PROPERTIES under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein;
    - (iii) Fulfillment of all PERFORMANCE REQUIREMENTS included herein;
    - (iv) Adequacy of LACGC's funding and resources to operate and maintain each of the PROPERTIES in accordance with this AGREEMENT;
    - (v) The volume of the public's use of the PROPERTIES and participation in LACGC's programs; and
    - (vi) LACGC's cooperation with CITY staff.
  - b. Every year during the TERM of this AGREEMENT, for purposes of completing the Annual Performance Review process, LACGC shall submit to RAP during the period of February 1st through May 30th of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT may include, but not be limited to:
    - (i) Annual Budget and Report of Expenditures
    - (ii) Data on participants and program results
    - (iii) Discussion of program changes or challenges
  - c. RAP reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
  - d. CITY's approval to continue the collaborative relationship and this AGREEMENT shall be based solely on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT. A sample PERFORMANCE EVALUATION form is attached hereto and incorporated herein by reference as Exhibit B. Results of the performance review may also be used in determining future collaborations with LACGC. CITY shall not unreasonably withhold its determination.

4. **Access to Properties.** LACGC and any authorized third party associated with LACGC's activities at the PROPERTIES will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTIES for purposes of fulfilling normal duties or in the case of emergencies. Prior notice will be given to LACGC when feasible. If required for public safety, CITY may immediately suspend and/or terminate LACGC activities involving the PROPERTIES.
  
5. **Permitted Uses, Associated Requirements, and Restrictions.** PROPERTIES shall be operated as community gardens in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants, and in accordance with RAP's Community Operated Open Space Policy and Guidelines approved by the BOARD on May 4, 2011 (Report No. 11-121) and the following requirements ("PERMITTED USES"):
  - a. PROPERTIES may be used for meetings related to the operation and maintenance of a community garden.
  - b. The public will be allowed access for public programs, tours of the garden and during special events; scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of LACGC. LACGC shall ensure that any employee and/or volunteer, is appropriately evaluated pursuant to normal CITY background check procedures for RAP volunteers.
  - c. No commercial activity will be allowed on the PROPERTIES.
  - d. Grown and harvested fruit and vegetation are for personal consumption and may not be used for for-profit commercial purposes.
  - e. PROPERTIES shall not be permitted to be used for organized sports, public event space, or paid parking.
  - f. LACGC shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken.
  - g. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted to occur on the PROPERTIES.
  
6. **Performance Requirements.** LACGC must operate and maintain the PROPERTIES in accordance with the following ("PERFORMANCE REQUIREMENTS"):
  - a. LACGC shall perform operations and maintenance efficiently and economically, at its sole cost and expense.
  - b. LACGC agrees that it shall operate the PROPERTIES only during the specified days and hours listed in Section 7 of this AGREEMENT.

- c. LACGC, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the PROPERTIES, providing all materials, supplies, equipment, and funds necessary to provide the public with such recreational opportunities to the reasonable satisfaction of RAP. LACGC may collect participant fees as described in Section 9 (Funding and Fundraising).
  - d. LACGC's staffing of the PROPERTIES shall comply with applicable City, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc, whether the person is an employee or volunteer of LACGC.
  - e. LACGC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the operation and maintenance of the PROPERTIES, including payment to RAP for any water or other utilities used, as applicable. LACGC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACGC's use of the PROPERTIES.
  - f. LACGC will work with involved gardeners and communities to develop and promulgate written garden rules for each of the PROPERTIES by using as a starting point or resource a Sample Garden Rules for a Community Garden, attached as Exhibit C and incorporated herein.
7. **Days and Periods of Use.** Hours and days of LACGC and public access to PROPERTIES are:
- Sunrise to sunset daily for the operation and maintenance of community gardens. Any extended times or hours for specified events or programs related to a community garden may be granted with prior written consent of CITY ("PERMITTED TIMES").
8. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES and in connection with the PERMITTED USES specified above in Section 5 of this AGREEMENT, LACGC, its staff, and public patrons and/or guests, whether or not involved in LACGC activities at the PROPERTIES, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTIES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed. Off-site street parking is allowed, subject to the Department of Transportation regulations.
9. **Funding and Fundraising.** All funds, including grants, donations, or any other funds received by LACGC in connection with the PROPERTIES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTIES, shall be applied exclusively to the operations and maintenance of the PROPERTIES, and will be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of LACGC unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTIES. If for any reason LACGC fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. LACGC may charge gardening participants appropriate fees for programs, services, and/or activities offered by LACGC on the PROPERTIES, including a monthly fee for use a garden plot, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. LACGC may also charge admission fees for



special events in an amount comparable to admission fees charged for similar events in the community.

LACGC may hold fundraising activities on PROPERTIES, but must obtain prior written approval for the date and time from RAP contact person set forth in Notices Section 24 for each fundraising event no fewer than thirty (30) calendar days prior to the scheduled activity. LACGC may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the PROPERTIES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PROPERTIES, LACGC shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.g. of this AGREEMENT.

**10. Maintenance and Repair of Properties.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTIES:

- a. Pursuant to the mutual agreement of PARTIES, LACGC shall operate and maintain the PROPERTIES efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair of the PROPERTIES, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
- b. LACGC, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of improvements to PROPERTIES, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LACGC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the maintenance and repair of the PROPERTIES. LACGC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACGC's use of the PROPERTIES.

**11. Consideration.** The consideration for this AGREEMENT in exchange for LACGC's use of the PROPERTIES shall be LACGC's provision of gardening-associated recreational activity, programming and services, and maintenance and/or repair of the PROPERTIES, at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with RAP policies for recreation and/or park purposes, together with the attendant benefits to the People of the City of Los Angeles. Additionally, LACGC's use of the PROPERTIES shall be subject to certain cost recovery reimbursement fees described below. Such fees are subject to change with prior written notice to LACGC.

- a. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit and other collaborating entities, approved by the BOARD on October 2, 2002 (Report No. 02-349), the cost of utility services to the PROPERTIES, such as electricity, gas, and water, shall be the sole financial responsibility of the organization operating and maintaining the subject facility. With respect to the PROPERTIES under this AGREEMENT, where LACGC currently does not pay directly to

the utility service provider for water used, which includes **Solano Canyon Community Garden, Patton Street Community Garden and East Wilmington Community Garden**, RAP shall invoice LACGC semi-annually for actual water use based on a water sub-meter installed at the PROPERTIES. Payment for each six month billing period (January-June and July-December) will be made by LACGC in a lump sum within thirty (30) calendar days of receipt of an invoice from RAP. Payments may be made by check or money order made payable to "City of Los Angeles, Department of Recreation and Parks" and mailed to the RAP Partnership Division at the address listed in Section 24 of this AGREEMENT.

- b. **Trash and Solid Waste Disposal.** Trash disposal and removal of solid waste, green waste and recyclables shall be the sole responsibility and expense of LACGC. CITY shall bear no costs in regards to the disposal and /or removal of trash, solid waste and green waste.
- c. **Annual Lease Payment.** **El Sereno Community Garden** is located on land leased by the State of California Department of Transportation (CalTrans) to RAP, which includes a yearly lease payment of one hundred dollars (\$100.00). LACGC agrees to reimburse RAP for any such lease payments RAP makes to CalTrans.

**12. Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTIES without prior written authorization by RAP. LACGC shall provide CITY detailed information and specifications for review and written approval by RAP, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of LACGC.

Changes to garden plot layout and configuration, and changes to garden paths are not alterations, improvements, and replacements within the meaning of this section and do not require CITY review and approval. However, a change in the number of garden plots shall require approval by RAP.

**13. Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTIES, LACGC shall adhere to the following guidelines and instructions for submitting a proposed project for RAP's consideration:

- a. Submit a project proposal for RAP review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but not be limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
- b. Should the project be conceptually approved by the BOARD, LACGC will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the CITY's authority and/or this AGREEMENT.
- c. Depending on the scope of work and magnitude of the proposed project, LACGC may be assessed an administrative fee to be determined by RAP, for project review and all

services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed project.

- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, LACGC shall submit 50% and 90% complete design drawings for RAP review and approval. Upon RAP's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. LACGC shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
- h. LACGC shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Maintenance and Construction Branch  
City of Los Angeles Department of Recreation and Parks  
221 N. Figueroa Street, Suite 400,  
Los Angeles, CA 90012
- i. Upon receipt of final approval, LACGC may commence construction in coordination with CITY staff.

**14. Insurance.** Before occupying the PROPERTIES under this AGREEMENT and periodically as required during its TERM, LACGC shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LACGC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. LACGC will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D, which is incorporated herein by reference.

- a. LACGC shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LACGC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LACGC.
- b. If any of the required insurance contains aggregate limits or applies to other operations of LACGC outside of this AGREEMENT, LACGC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in

LACGC's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LACGC shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LACGC will provide CITY at least thirty (30) calendar days prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LACGC.
- d. LACGC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; in which case LACGC agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LACGC's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**15. Indemnification.** Except for the active negligence or willful misconduct of CITY, LACGC undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all 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 attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including LACGC's employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of LACGC and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PROPERTIES because of LACGC's active negligence or willful misconduct. LACGC agrees that any third party working or providing services within the PROPERTIES will indemnify and hold harmless the City of Los Angeles and its officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the LACGC, excepting the active negligence or willful misconduct of LACGC.

**16. Casualty and Condemnation.** LACGC shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTIES or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to LACGC's use. CITY shall not be obligated to restore PROPERTIES damaged by casualty in whole or in part. If one or more of the PROPERTIES is taken by condemnation, CITY shall not be obligated to provide LACGC a replacement property for LACGC's use.

17. **Hazardous Substances.** PARTIES agree that PROPERTIES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LACGC shall use PROPERTIES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PROPERTIES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LACGC to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PROPERTIES.

18. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTIES, the acquisition of any real property, or construction of any improvements at the PROPERTIES, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTIES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or LACGC, shall appropriately acknowledge the contributions of both PARTIES. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and LACGC of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LACGC, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

LACGC agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"In collaboration with the City of Los Angeles Department of Recreation and Parks"

19. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by RAP. RAP may require removal or refurbishment, at LACGC's expense, of any sign previously approved. On all signage at PROPERTIES, LACGC shall provide the following credit,

"In collaboration with the City of Los Angeles, Department of Recreation and Parks"

20. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the

PROPERTIES shall be subject to approval by RAP and the Film Office. All fees for use of park property by film production companies, including PROPERTIES, shall be established and collected by the Film Office in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220.

21. **Taxes and Possessory Interest.** LACGC shall pay all taxes of whatever character that may be levied or charged upon the rights of LACGC to use the PROPERTIES, or upon LACGC'S improvements, fixtures, equipment, or other property thereon or upon LACGC'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LACGC, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
22. **Breach or Default by LACGC.** The following occurrences constitute events of breach or default of this AGREEMENT: LACGC materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTIES as specified herein. LACGC's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
23. **Breach or Default by LACGC – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by LACGC, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
  - a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to LACGC, and if LACGC does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to LACGC, terminate this AGREEMENT without further delay, whereupon LACGC shall vacate the PROPERTIES within sixty (60) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
  - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so and subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LACGC, perform or cause to be performed any of LACGC's unperformed obligations under this AGREEMENT, in which case LACGC shall reimburse CITY for any costs incurred by CITY in the performance of any of LACGC's unperformed obligations. CITY may enter the PROPERTIES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
24. **Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or LACGC is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or LACGC may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. A Notice shall be delivered personally or sent by confirmed facsimile

transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

City of Los Angeles Department of Recreation and Parks  
Partnership Division  
Attention: Division supervisor  
221 N. Figueroa Street, Suite 180,  
Mail stop 628-9  
Los Angeles, California 90012  
Tel.: (213) 202-5600; fax: (213) 202-2614

If to LACGC:

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
4470 W. Sunset Boulevard, #381  
Los Angeles, California 90027  
Tel: (323) 942-9676

25. **Representations and Warranties.** PARTIES each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.
26. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business agency relationship. LACGC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LACGC represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LACGC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
27. **Relationship of Parties.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
28. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, LACGC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
29. **Approval of Sub-agreements.** Any concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the PROPERTIES shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date LACGC proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by

CITY. LACGC shall require all individuals and entities intended to provide programs or services within the PROPERTIES to agree in writing to abide by all conditions set forth in this AGREEMENT.

30. **Safety Practices.** LACGC shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTIES. In the event of death or serious injury (requiring an emergency room hospital visit), LACGC must notify RAP's Partnership Division as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTIES shall be provided to RAP's Partnership Division within seventy-two (72) hours. LACGC shall keep internal documentation of the incident(s) and provide RAP's General Manager or his or her designee with such information upon request.
31. **Ratification.** At the request of CITY, and because of the need therefore, LACGC began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with LACGC for such services to the extent LACGC's obligations and services were performed in accordance with the terms and conditions of this AGREEMENT.

32. **Incorporation of Documents**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

- Exhibit A: List of Properties used by Los Angeles Community Garden Council and a Site Map for each Property
- Exhibit B: Sample Performance Evaluation Form
- Exhibit C: Sample Garden Rules for a Community Garden
- Exhibit D: Insurance Requirements
- Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit E; 4) Exhibit D; 5) Exhibit C; and 6) Exhibit B.

***[Signature Page Follows]***



IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

**CITY:**

**LACGC:**

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

LOS ANGELES COMMUNITY GARDEN COUNCIL, a California 501(c)(3) non-profit corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

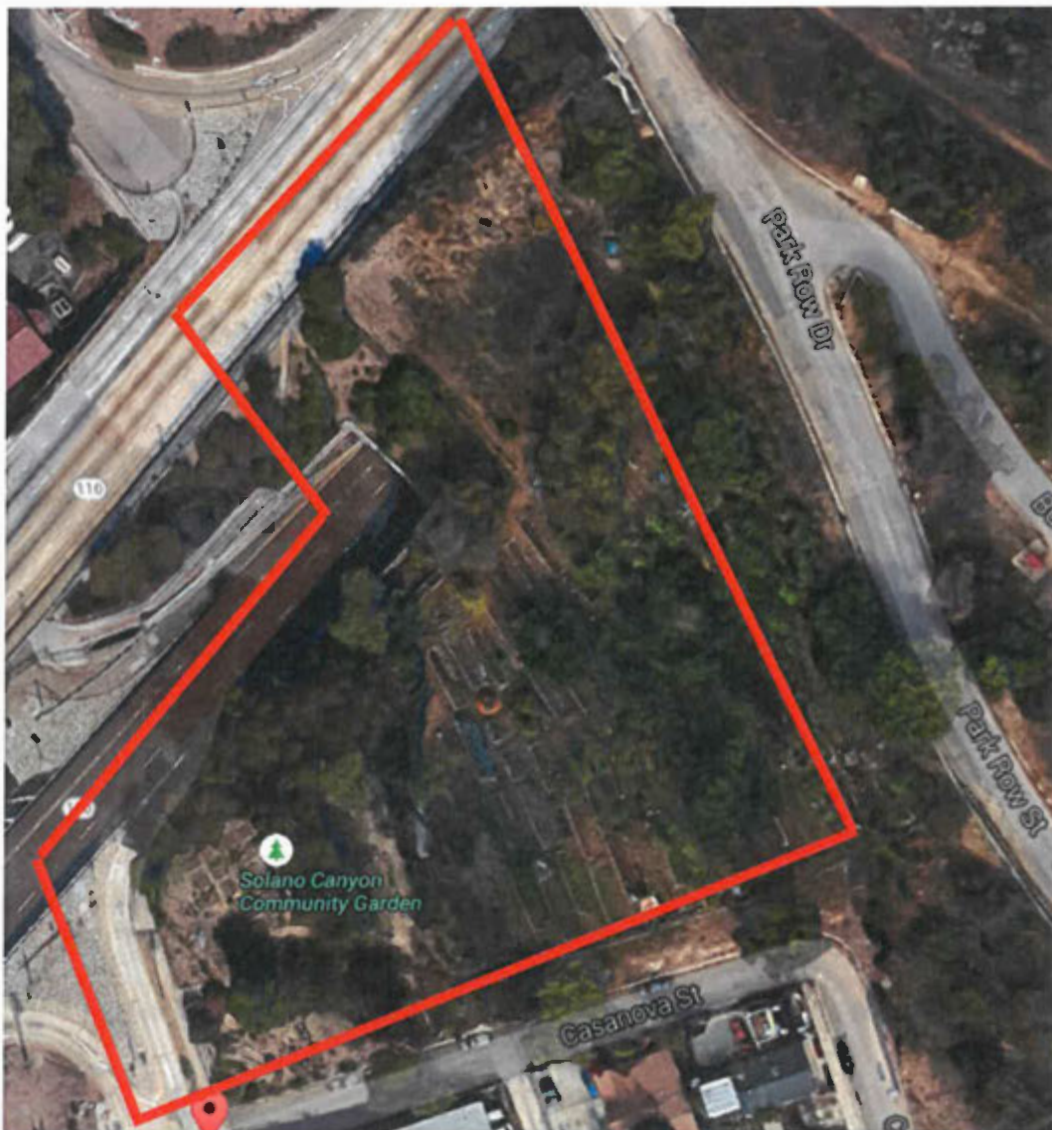
**EXHIBIT A****Properties used by Los Angeles Community Garden Council**

<b>Community Garden</b>	<b>Address</b>	<b>No. of Garden Plots</b>	<b>Garden Acreage</b>
<b>Solano Canyon Community Garden</b>	<b>545 Solano Avenue, Los Angeles, CA 90012</b>	<b>137</b>	<b>5.00</b>
<b>Drew Street Garden</b>	<b>3304 Drew Street, Glassell Park, CA 90065</b>	<b>38</b>	<b>0.11</b>
<b>El Sereno Community Garden</b>	<b>5466 Huntington Drive, Los Angeles, CA 90032</b>	<b>25</b>	<b>0.77</b>
<b>Patton Street Community Garden</b>	<b>327 N. Patton Street, Los Angeles, CA 90027</b>	<b>10</b>	<b>0.09</b>
<b>East Wilmington Community Garden</b>	<b>East 'L' Street, between Drumm Avenue and Coil Avenue, Los Angeles, CA 90744</b>	<b>37</b>	<b>10,000 sq. feet</b>

**Site Map for Solano Canyon Community Garden**

Solano Canyon Community Garden in Elysian Park – 545 Solano Avenue, Los Angeles, CA 90012

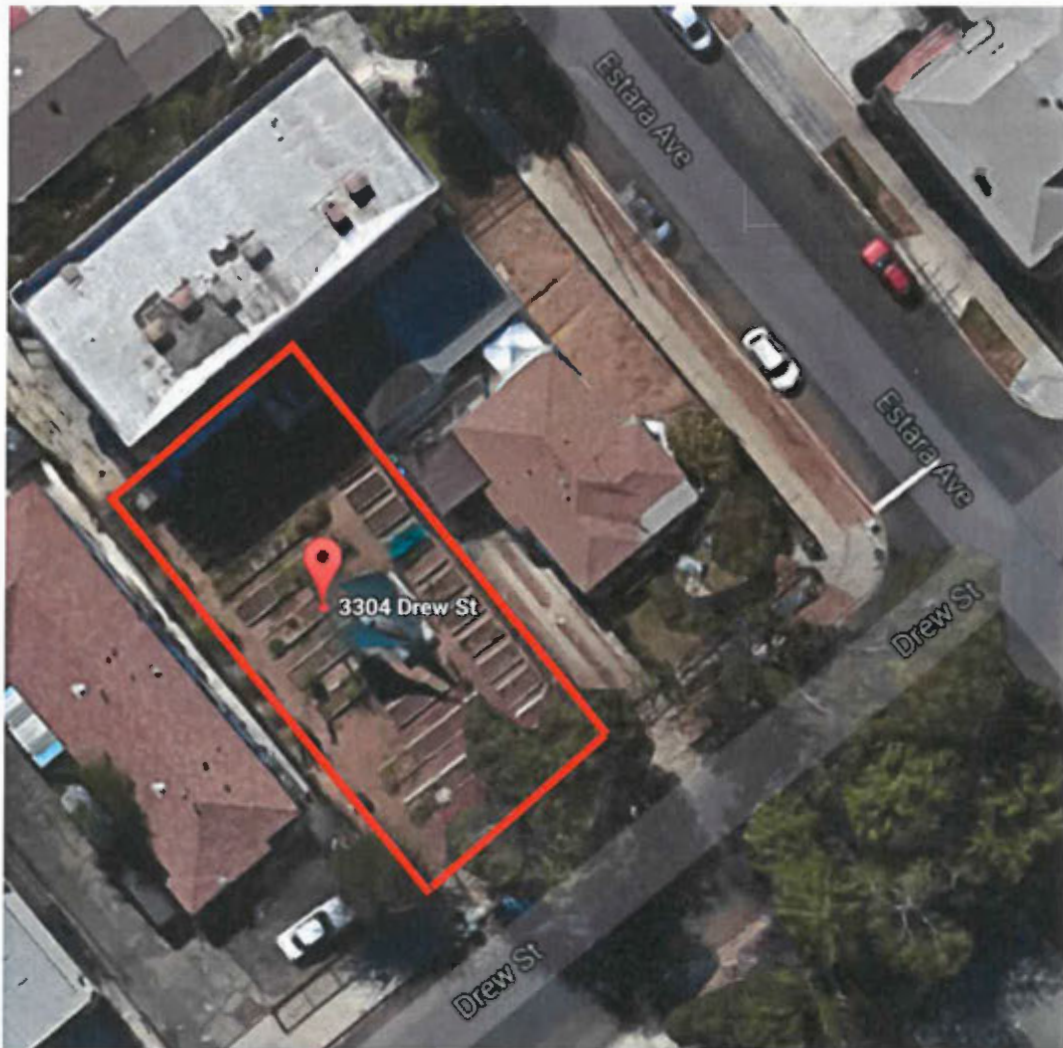
The area authorized for the operation and maintenance of the Solano Canyon Community Garden is enclosed by the bold line on the map below.



**Site Map for Drew Street Community Garden**

Unofficially named Drew Street Park – 3304 Drew Street, Los Angeles, CA 90065

The area authorized for the operation and maintenance of the Drew Street Community Garden, informally named “Glassell Park Community Garden”, is enclosed by the bold line on the map below.



**Site Map for El Sereno Community Garden**

**El Sereno Community Garden** in the community of Glassell Park – 5466 Huntington Drive, Los Angeles, CA 90032.  
APN 5292-020-901, 902, 903, 904, and 908 (0.77 acres)

The area authorized for the operation and maintenance of El Sereno Community Garden is enclosed by the bold line on the map below.



**Site Map for Patton Street Community Garden**

**Patton Street Community Garden - 327 Patton Street, Los Angeles, CA 90027**

The community garden is part of Patton Street Park as depicted below. The area authorized for the operation and maintenance of the Patton Street Community Garden is enclosed by a line around the upper portion of the diagram below and labeled as a community garden.



**Site Map for East Wilmington Community Garden**

East Wilmington Community Garden is located at East Wilmington Greenbelt Park in Wilmington. The garden is on East 'L' Street, between Drumm Avenue and Coil Avenue. The area authorized for the operation and maintenance of the East Wilmington Community Garden is enclosed by the bold line on the map below.



East Wilmington  
Community Garden

EXHIBIT B

**Sample Performance Evaluation Form**

City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**PERFORMANCE REVIEW**

<b>ORGANIZATION</b>	
<b>PROJECT/PROGRAM TITLE</b>	<b>ONE-TIME or ROE</b> <input type="checkbox"/>
	<b>ANNUAL</b> <input type="checkbox"/>
<b>DEPARTMENT FACILITY(IES)/ADDRESS &amp; PHONE NUMBER</b>	
<b>CONTRACT NUMBER</b>	<b>CONTRACT EXPIRATION DATE</b>
<b>ORGANIZATION TYPE</b> <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
<b>AGREEMENT TYPE</b> <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other	
<b>DATE &amp; TIME OF INSPECTION</b>	<b>REVIEW PERIOD COVERED</b>
<b>NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION</b>	<b>NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION</b>
<b>NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED)</b>	<b>NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME</b>
<b>NAME, TITLE, AND EMAIL ADDRESS OF SITE CONTACT</b>	

Describe activities at time of inspection

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaboration enhances recreational opportunities (no duplication)					
Based on inspection or oral/written feedback, participants are enjoying/engaged in program					



Participation appears to include a reasonable proportion from the local community and inclusion of special needs participants (based on inspection or RAP staff comments)					
Instructors, leaders, staff, and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of education					
Instructors, leaders, staff, and/or volunteers are professional, polite, and prepared					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>FINANCIAL</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or similar to programs in the same community and consistent with agreement (list fees/rates)					
Organization's annual budget is provided and is sufficiently funded for commitment (attach)					
Organization pays cost recovery fees on-time and according to requirements (attach payment summary)					
Value to Department (list total expenses from 990 & attach)					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>OUTREACH</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of current participants reaches or exceeds target of agreement; list the target number of participants in the agreement					
Is there a current waiting list? How many people are on it? Is there a fee? (attach a copy of the list and list the fee amount, if any)					
If space is available, what efforts did the organization make to recruit new participants during this review period?					
Organization provided demographic information and analysis (attach)					
Organization performed and provided annual surveys of participants or parents of participants about program (attach)					
Marketing material (attach) and any signs on site include "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and the Department logo					
Organization's web site links to the RAP web site (list website address if applicable)					

Department has approved all marketing materials					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>SAFETY COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees and volunteers of program are fingerprinted and written verification is provided					
Current liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (attach printouts)	CA#: Expiration Date:				
Adequate program staff to provide proper supervision and safety (list ratio of staff to participants)					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in a clean and orderly condition					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>ORGANIZATION COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains good communication and a professional relationship with the Department					
Provides required written reports including Annual Report (attach)	Date Due: Date Received:				
Annual report data about the program is consistent with agreement terms including fees charged to participants					
Compliance with all terms of the agreement (days & hours of operation, parking, fees, approved use of space, participants, etc.)					
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501(c)(3) status (attach printouts)					
Is sub-leasing of the space occurring?					
Does Department have control over property usage during non-designated times (if applicable)					
Public Complaints resolved (attach, if any)					

Compliance Resolutions completed satisfactorily (attach, if any)	
List any small scale improvements planned, in progress, or completed (i.e. painting, changes to landscaping, etc.) Were the improvements approved by the Dept.? (if applicable, list date and name of approver)	
Capital improvement projects are in conformance with City Standards and in coordination with the Department, and Bureau of Engineering (if applicable, list projects planned, in progress, or completed)	

<b>OVERALL EVALUATION</b>	<b>Unsatisfactory</b> <input type="checkbox"/>	<b>Improvement Needed</b> <input type="checkbox"/>	<b>Meets Standards</b> <input type="checkbox"/>	<b>Exceeds Standard</b> <input type="checkbox"/>	<b>Outstanding</b> <input type="checkbox"/>
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**PARTICIPANTS (OR PARENTS) - Comments / Complaints / Complements**

**SITE STAFF OR VOLUNTEERS - Comments / Issues/Requests**

**RAP STAFF (Recreation, Maintenance, Construction, Other)**  
**Additional Comments / Complaints / Complements (attach any Compliance Resolution forms)**  
*Include any comments on how Partner is reaching out to community, and how well participation reflects community.*

Agreement No. \_\_\_\_\_

--

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**

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<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>
<b>NAME AND TITLE OF REVIEWER</b>	
<b>SIGNATURE OF REVIEWER</b>	<b>DATE</b>

<b>ATTACHMENTS</b>
<input type="checkbox"/> Participant Progress Stats <input type="checkbox"/> Annual Budget <input type="checkbox"/> Payment Summary <input type="checkbox"/> 990/Expenses <input type="checkbox"/> Demographic Analysis
<input type="checkbox"/> Annual Surveys <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance Status <input type="checkbox"/> Annual Report <input type="checkbox"/> Legal/501c3 Status
<input type="checkbox"/> Public Comments/Complaints <input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms <input type="checkbox"/> Other _____

**Please sign below and return entire form within one week to acknowledge receipt of this performance review.**

<b>PRINT NAME AND TITLE OF SITE CONTACT</b>	
<b>SIGNATURE OF SITE CONTACT</b>	<b>DATE</b>

**EXHIBIT C****Los Angeles Community Garden Council Sample  
Operating Rules and Guidelines for a Community Garden**

The Los Angeles Community Garden Council will work with communities and gardeners to develop garden rules. Each community garden will have its own written garden rules based on the specific needs and circumstances of the community. As the garden is a shared space, it is necessary that gardeners agree to observe a set of rules regarding how to maintain their assigned plots and shared areas as well as cultivate positive relationships. The following sample garden rules are for consideration to be used as a starting point.

**Garden Hours, Maintenance, and Tools**

1. Gardeners may access the garden from sunrise to sundown daily, year-round. Gardeners are responsible for locking the gate behind them. Keys and combinations are strictly for personal use and must not be shared with others.
2. Gardeners must plant their plot within \_\_\_ days of the plot being assigned. They must garden year-round.
3. If gardeners are unable to tend the plot due to illness or traveling, they must arrange for someone else to tend the plot and notify the Garden Leadership Team.
4. Gardeners must keep their plot, paths, and surrounding areas around their plot clean and free of trash, weeds, and debris. They must keep the plot free of weeds, pests, and diseases. Because of the communal nature of a community garden, this is necessary to control against invasions of the whole garden.
5. Plot boundaries are clearly defined and plants must remain within the boundaries of each plot. Gardeners may not plant trees in their plots or any plants higher than \_\_\_ feet.
6. Gardeners must not apply any pesticides, insecticides or herbicides in the garden without approval from the Garden Leadership team. Organic gardening promotes the health of our produce, soil, and fellow gardeners.
7. Gardeners are responsible for taking any trash or recyclables that they generate with them out of the garden.
8. Tools must be returned to their proper location after use to keep the garden and toolsheds in a neat condition. Gardeners are responsible for locking the toolsheds. If a tool is missing, damaged or broken, inform a member of the Garden Leadership Team immediately. Gardeners may be held responsible for damaged or broken items or equipment and they may not be replaced if missing or broken. Please conserve water and use a trigger-operated nozzle on the hose

as required by California law. Notify the Garden Leadership Team of any leaks. Maintain your raised bed to conserve water.

9. All water hoses are to be left coiled near the water spigots.
10. Gardeners may be required to contribute some time each month to maintain the communal areas of the garden.

### **Plot Assignments and Gardener Meetings**

11. Plots are assigned based on the date and time of receipt of the plot application. Only one plot will be assigned per household.
12. The plot fee is \$\_\_\_\_ per year. The plot fee will be reassessed after \_\_\_\_ months to ensure that it covers the cost of the water bills and basic garden maintenance.
13. The first payment of \$\_\_\_\_ and a key deposit of \$\_\_\_\_ must accompany the application. Payment can be made by check payable to "LA Community Garden Council" or by cash. A receipt will be issued immediately for all cash payments.
14. Plots are assigned for a \_\_\_\_-month period. Renewal is not automatic and is based on gardeners' following the rules. After a plot has been renewed \_\_\_\_ times, it may be given to someone on the garden waitlist.
15. Fees will not be refunded.
16. If all plots have been assigned, an applicant will be placed on a waitlist. The Garden Leadership Team will maintain this waitlist.
17. Gardeners are encouraged or may be required to attend scheduled meetings.

### **Mutual Respect**

18. Gardeners must not take food, plants or materials from other gardeners' plots.
19. Gardeners must not water, weed or cultivate other gardeners' plots without express permission from that plot's main gardener.
20. Gardeners must not use abusive or profane language or discriminate against others for any reason including but not limited to: age, race, religion, national origin, gender, sex, sexual orientation, political affiliation or ability.
21. Gardeners' guests and visitors may enter the garden only if accompanied by the main gardener. Guests and visitors must follow all rules, terms, and conditions stated here.
22. All children under 18 years must be supervised by a responsible adult.

23. \_\_\_\_\_ are prohibited in the garden. (Examples: tobacco, alcohol, illegal drugs)
24. Possession of dangerous chemicals, harmful substances, and fire arms is prohibited at all times.
25. Pets are not allowed in the garden.
26. Community events may only be held in the garden with the permission of the Garden Leadership Team.
27. Headphones must be used if playing music in the garden, except for at a community event with the permission of the Garden Leadership Team.
28. Gardeners may not collect money or organize raffles without the permission of the Garden Leadership Team.

### **Safety**

29. Gardeners are to report any accidents or vandalism promptly to a member of the Garden Leadership Team.
30. In case of fire or other emergency please call 911.
31. For city services call 2-1-1

### **Consequences for Violating the Garden Rules**

32. Gardeners may be asked to leave the garden for:
  - a. Violating the stated rules
  - b. Neglecting to maintain their plot
  - c. Harassment, discrimination, physical or verbal abuse of any party affiliated with the garden
33. Removal from the garden will follow:
  - a. For the first incident, a documented verbal warning made in a one-on-one meeting
  - b. For the second incident, a written warning
  - c. In the event of a third incident, a gardener will be asked to leave the garden
34. Upon dismissal, dues will not be returned. It is expected the gardener will leave the plot as when it was assigned.

**EXHIBIT D**

**Insurance Requirements**

**Required Insurance and Minimum Limits**

Name: Los Angeles Community Garden Council

Date: 04/12/2017

Agreement/Reference: Operation of various community gardens

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	<b>Limits</b>
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EI)</b>	WC <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	EI <u>\$1,000,000</u>
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/> Sexual Misconduct	

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

**Professional Liability** (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/>

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

Other: 1) If a contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirements" located at: <http://cao.facility.org/risk/Insuranceforms.htm>  
 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.



Agreement No. \_\_\_\_\_

EXHIBIT E

**Standard Provisions for City Contracts (Rev – 03/09)**

**BOARD OF RECREATION AND  
PARK COMMISSIONERS**

SYLVIA PATSAOURAS  
PRESIDENT

LYNN ALVAREZ  
VICE PRESIDENT

MELBA CULPEPPER  
PILAR DIAZ  
MISTY M. SANFORD

ARMANDO X. BENCOMO  
COMMISSION EXECUTIVE ASSISTANT II

**CITY OF LOS ANGELES**  
CALIFORNIA



ERIC GARCETTI  
MAYOR

**DEPARTMENT OF  
RECREATION AND PARKS**

EXECUTIVE OFFICE

P.O. BOX 86328  
LOS ANGELES, CA 90086-0328

(213) 202-2633

Fax: 213-202-2614

**MICHAEL A. SHULL**  
GENERAL MANAGER

May 3, 2017

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
4470 W. Sunset Boulevard, No. 381  
Los Angeles, CA 90027

**TEMPORARY, REVOCABLE RIGHT-OF-ENTRY PERMIT TO LOS ANGELES  
COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF  
VARIOUS COMMUNITY GARDENS ON PARK PROPERTY:  
PERMIT NO. PD-ROE- 079**

Dear Ms. Beals:

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable Right-Of-Entry Permit No. PD-ROE-079 (PERMIT), to the Los Angeles Community Garden Council (LACGC), a 501(c)(3) non-profit corporation, and LACGC's staff, volunteers, and contractors (collectively referred to herein as PERMITTEE), granting authorization for PERMITTEE to operate and maintain the Solano Canyon Community Garden, Drew Street Community Garden, El Sereno Community Garden, Patton Street Community Garden, and East Wilmington Community Garden (collectively referred to herein as, GARDENS), as listed in the Site List attached hereto and incorporated herein by reference as Exhibit A.

PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the GARDENS, and to perform such operations in compliance with applicable RAP Policies, including the Policy on Community Operated Open Space and Guidelines for Self-Operated Community Gardens, and Cost Recovery Reimbursement Policies.

**This PERMIT shall not become effective until required proof of insurance is submitted to the CITY in accordance with Section 10 of this PERMIT, and is fully executed by PERMITTEE and validated by RAP in accordance with Section 18 herein.**



This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED

Pursuant to the terms and conditions of this PERMIT and applicable RAP Policies, permission is granted to PERMITTEE to operate and maintain the public community gardens listed in Exhibit A, referred to herein as "GARDENS", and further described by the Site Maps attached hereto and incorporated herein by reference as Exhibits B-1 through B-5.

It is understood that the operation of the GARDENS shall incorporate public programming, including but not limited to public tours, demonstrations, and instruction, as described in Section 4 below.

All costs of operation and maintenance of the GARDENS shall be the sole responsibility of LACGC, at no cost to RAP or the CITY. Any fiscal impacts imposed on RAP or the CITY as a result of PERMITTEE activities at the GARDENS, shall be reimbursed to RAP and/or the CITY accordingly, through Cost Recovery Reimbursement Fees described in Section 7 (Consideration) below, or other form of reimbursement or payment deemed appropriate by RAP and/or CITY.

2. GARDENS DEFINED

The location address and description of the GARDENS are listed in Exhibit A and depicted by the Site Maps in Exhibits B-1 through B-5. Any proposed expansion, reconfiguration, or installation of improvements at the GARDENS must be submitted to RAP in writing, for review and approval by RAP in accordance with Section 7 (Alterations and Improvements) below.

3. PERMIT TERM

The performance period authorized by this PERMIT (TERM) shall be twelve (12) months, beginning on the established Commencement Date stipulated on the Signature Execution Page of this PERMIT; which shall be determined upon the execution of this PERMIT by an authorized representative of LACGC and submission of required proof of insurance in accordance with Section 8 of this PERMIT, and PERMIT validation by an authorized RAP representative.

This PERMIT shall expire twelve (12) months from the date of execution, or upon the execution of an agreement between CITY and LACGC, for LACGC's continued operation and maintenance of the GARDEN(S), whichever should occur first. However, this PERMIT may be revoked at the sole discretion of RAP, pursuant to Section 4 below,

4. REVOCAION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reason beyond RAP's control, or due to emergency. Upon receipt of a written notice of revocation (NOTICE), PERMITTEE agrees to discontinue occupancy and use of the GARDENS, including any and all activity being performed on or within the GARDENS, and vacate the GARDENS within thirty (30) days of LACGC's receipt of such NOTICE.

5. AUTHORIZED USE OF GARDENS, ASSOCIATED REQUIREMENTS, AND RESTRICTIONS

The GARDENS shall be used for the operation and maintenance of public community gardens, with individual garden plots assigned to the public by PERMITTEE in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants (collectively, VEGETATION). The GARDENS shall be operated and maintained in accordance with the RAP Community Operated Open Space Policy and Guidelines, approved by the Board of Recreation and Park Commissioners (BOARD) on May 4, 2011 (Report No. 11-121).

- a. Assignment of Plots. Garden plots shall be assigned to the public in accordance with the LACGC rules and guidelines.
- b. Meetings. The GARDENS may be used by LACGC for meetings related to the operation and maintenance of the GARDENS. The GARDENS may not be used for third-party public meetings without the prior written authorization of the RAP General Manager or his or her designee;
- c. Public Access. The public shall be allowed access to the GARDENS for supervised public viewing, public programs, scheduled tours, school field trips, and other program activities conducted by PERMITTEE for the benefit and enjoyment of the public; all in accordance with the terms and conditions of this PERMIT and RAP Policies, including guidelines and requirements for volunteer activities on park property and general public participation.
- c. Outside Entities. PERMITTEE shall ensure that PERMITTEE's protocol for selecting and authorizing any person to participate in GARDEN activities at the GARDENS, complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors

engaging in any of the PERMITTED USES described herein, including maintenance; such as but not limited to, certifications, licensing, background checks, and finger printing.

- d. No Commercial Activities. Commercial activities are not authorized by RAP and shall not be allowed to occur within the GARDENS or surrounding/adjacent park property (if applicable), unless written approval is provided in advance by the RAP General Manager (GM) or his or her designee; and/or the BOARD (if applicable).
- e. No Commercial Sales. Grown and harvested VEGETATION shall only be for personal use and consumption, and non-commercial purposes; No products grown or cultivated at the GARDENS may be sold or used for a for-profit purpose or commercial enterprise, regardless if sold off-site away from the GARDENS. The commercial sale of any VEGETATION can be considered cause for revocation of this PERMIT.
- f. The GARDENS shall not be permitted to be used for organized sports or parking, however ancillary parking is permitted as applicable;
- g. PERMITTEE shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken;
- h. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be allowed on the GARDENS.
- j. Safety Practices. PERMITTEE shall correct any violations of safety practices immediately, and shall cooperate fully with the CITY in the investigation of accidents or deaths occurring on the GARDENS. In the event of death or serious injury (requiring an emergency room hospital visit), PERMITTEE must notify the RAP Primary Contact listed in Section 12 of this PERMIT, as soon as possible but no later than twenty-four (24) hours following the incident. Notice of non-serious injuries occurring on the GARDENS shall also be provided to the RAP Primary Contact within seventy-two (72) hours. PERMITTEE shall keep internal documentation of the incident(s) and provide the RAP GM or his or her designee with such information upon request.

6. DAYS AND PERIODS OF USE

PERMITTEE shall be entitled to use the GARDENS to operate and maintain the GARDENS for public programs and services, recreational garden uses, and other pre-approved uses, from sunrise to sunset daily. Any extended times or hours for special events or non-regularly-scheduled programs may be granted with prior written consent by the RAP GM.

7. MAINTENANCE AND REPAIR OF GARDENS

During the TERM of this PERMIT, and subject to the terms and conditions contained herein, PERMITTEE agrees to the following provisions for maintenance and repair of the GARDENS, and the PARK if applicable:

- a. PERMITTEE shall operate and maintain the GARDENS efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair providing all materials, supplies, equipment, and funds necessary to perform such maintenance and required repair to the reasonable satisfaction of RAP.
- b. PERMITTEE shall punctually pay or cause to be paid, all financial obligations incurred in connection with the maintenance and repair of the GARDENS. PERMITTEE shall discharge or provide for the discharge, of all claims authorized or incurred for labor, equipment, materials, and supplies, furnished in connection with PERMITTEE's use of the GARDENS.

8. ALTERATIONS AND IMPROVEMENTS

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the GARDENS without prior written authorization by RAP. PERMITTEE shall provide RAP detailed information and specifications for review and written approval by RAP, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of PERMITTEE.

9. CONSIDERATION

The consideration for this PERMIT in exchange for PERMITTEE's use of the GARDENS, shall primarily be PERMITTEE's provision of gardening-associated recreational activities, programming and services, and the maintenance and/or

repair of the GARDENS, at no cost to RAP or CITY; pursuant to the terms and conditions of this PERMIT, and in accordance with RAP policies, together with the attendant benefits to the general public. However, in accordance with RAP Policy, PERMITTEE shall be responsible for the cost of utility services and solid waste disposal, as applicable, through payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below. Such costs and fees are subject to change with sixty (60) calendar-days prior written notice from RAP to PERMITTEE.

- a. Utilities: Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011, (Report No. 11-202), the cost of utility services to the GARDENS, such as electricity, gas, water, telephone and cable, shall be the sole responsibility of LACGC.

**For Drew Street (water meter #96107875) and El Sereno (water meter #90187578) Community Gardens**, LACGC shall pay the Los Angeles Department of Water and Power (LADWP) directly under respective LACGC accounts for water and electricity services (as applicable) under the above dedicated meters.

**Solano Canyon Community Garden (water sub-meter #20504896), Patton Street Community Garden (water sub-meter #14-40113033) and East Wilmington Community Garden (water sub-meter #8429156)** do not have dedicated meters for water. Therefore LACGC shall reimburse RAP semi-annually in the manner stated in this section for actual water use based on water sub-meter readings performed by RAP at the GARDEN. Payment for each six (6) month term (January–June and July–December) shall be made by LACGC in lump sum within thirty (30) calendar days of receipt of an invoice from RAP. Payments must be made by check, money order or cashier's check, made payable to "City of Los Angeles, Department of Recreation and Parks", and mailed or delivered to the RAP Partnership Division at the address stated in Section 11.

- b. Trash and Solid Waste: Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of LACGC, with services of a non-CITY provider billed directly to LACGC.

- c. Annual Lease Payment: **El Sereno Community Garden** is located on land leased by the State of California Department of Transportation (CalTrans) to RAP, which includes a yearly lease payment in the amount of one hundred dollars (\$100.00), which RAP pays to CalTrans annually. LACGC agrees to reimburse RAP for the one hundred dollar (\$100.00) payment during the month of April each year. Such payments are to be mailed or delivered to the RAP Partnership Division at the address stated in Section 11.

10. INSURANCE

PERMITTEE, their contractors and sub-contractors, is/are insured and shall additionally insure the CITY for the coverage specified on Form 146R attached hereto and incorporated herein by reference as Exhibit D. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of such insurance acceptable to the City Administrative Officer (CAO) Risk Management Office, prior to PERMITTEE's occupancy and use of the GARDENS.

Instructions for completing, executing, and submitting evidence of insurance to the City Risk Manager are included in Exhibit D, and incorporated herein by reference.

11. INDEMNIFICATION

Except for the active negligence or willful misconduct of RAP and/or the City of Los Angeles (collectively referred to as "CITY" for purposes of this Section 9), or any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest, PERMITTEE undertakes and agrees to defend, indemnify and hold harmless 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 cost incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including PERMITTEE's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omission or willful misconduct incident to the performance of this PERMIT by PERMITTEE or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this PERMIT and those allowed under the laws of the



United States, the State of California, and the CITY. This provision shall survive the expiration or termination of this PERMIT.

PERMITTEE is aware of the condition of the GARDENS and accepts the GARDENS in its present condition. PERMITTEE agrees to abide by all safety regulations. PERMITTEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

12. WAIVER OF DAMAGES

PERMITTEE hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the GARDENS or which may otherwise arise by reason of the use of the GARDENS pursuant to this PERMIT, and releases and discharges the CITY from any claims therefore.

13. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT or time extensions, etc., such requests for said modifications and/or additions shall be submitted in writing to:

City of Los Angeles Department of Recreation and Parks  
Partnership Division, Mail Stop # 628-9  
221 North Figueroa Street, Suite 180,  
Los Angeles, CA 90012

Email: [Joel.Alvarez@lacity.org](mailto:Joel.Alvarez@lacity.org)  
Phone: (213) 202-5671 Fax: (213) 202-2614

14. PRIMARY PERMIT CONTACTS

PERMITTEE: **Julie A. Beals, Executive Director**  
4470 West Sunset Blvd., #381  
Los Angeles, CA 90027  
Phone: (323) 942-9676

RAP: **Raymond Chang, Management Analyst**  
Partnership Division, Mail Stop # 628-9  
221 North Figueroa Street, Suite 180,  
Los Angeles, CA 90012

Email: [Raymond.Chang@lacity.org](mailto:Raymond.Chang@lacity.org)  
Phone: (213) 202-5681

15. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of RAP and/or CITY shall have the right to enter the GARDENS at any time in case of emergency, and upon reasonable notice for the inspection of the GARDENS.

16. DAMAGE TO PROPERTY

PERMITTEE shall be responsible for damage to the GARDEN(S) at LACGC's own expense, including vandalism, during the TERM of this PERMIT. PERMITTEE shall maintain the GARDENS in an orderly condition during the TERM of

PERMITTEE operations, including the protection of those existing facilities and natural resources at the PARK that will not be impacted by PERMITTEE's activities. PERMITTEE shall be responsible for the repair and or replacement of PARK improvements if caused by PERMITTEE activities.

17. RATIFICATION At the request of RAP, and because of the need therefore, PERMITTEE began performance of the responsibilities herein required, prior to the execution hereof. By execution of this PERMIT, RAP hereby accepts such service(s) and related activities, subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its agreement with PERMITTEE and authorization for such services and activities to occur as stated herein.

18. ACCEPTANCE

To indicate PERMITTEE's acceptance of the terms and conditions contained herein, an authorized representative of PERMITTEE must sign on the signature block below, retain a copy for PERMITTEE's files, return the signature page with the original signature to the Partnership Division at the address stated in Section 11, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 8 of this PERMIT.

Sincerely,

MICHAEL A. SHULL  
General Manager



JOEL ALVAREZ, Senior Management Analyst II  
Partnership Division

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
Page 10

MAS/VI/JA/rc:sa

cc: Ramon Barajas, Assistant General Manager, Planning, Maintenance and Construction Branch  
Javier Solis, Superintendent, Maintenance Division  
Sophia Pina-Cortez, Superintendent, Metro Region  
Superintendent, Pacific Region

Attachments: Exhibit A: Community Garden Sites  
Exhibits B1-B5: Community Garden Site Maps  
Exhibit C: Insurance Requirements and Instructions for Submitting Proof of  
Insurance

**[SIGNATURE PAGE FOLLOWS]**

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
Page 11

**SIGNATURE EXECUTION PAGE**

TEMPORARY, REVOCABLE RIGHT-OF-ENTRY PERMIT PD-ROE-079 TO LOS ANGELES COMMUNITY GARDEN COUNCIL TO OPERATE AND MAINTAIN VARIOUS COMMUNITY GARDENS

As the authorized representative of LOS ANGELES COMMUNITY GARDEN COUNCIL, a 501(c)(3) non-profit corporation, I hereby accept the terms and conditions of the Right of Entry Permit contained herein:

*Julie Beals*

Permittee Signature

*5/11/17*

Date

*JULIE BEALS*

Permittee Name (print)

*EXECUTIVE DIRECTOR*

Title

COMMENCEMENT AND VALIDATION DATE of Permit PD-ROE-079

*5/11/2017*

Commencement Date

*R. Chang*

RAP Representative Signature

*Raymond Chang*

Name (print)

*Management Analyst*

Title

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
Page 12

**EXHIBIT A**

**Los Angeles Community Garden Council  
Community Garden Sites**

<b>Community Garden</b>	<b>Address</b>	<b>No. of garden plots</b>	<b>Garden acreage</b>
<b>Solano Canyon Community Garden</b>	<b>545 Solano Avenue, Los Angeles, CA 90012</b>	<b>137</b>	<b>5.00</b>
<b>Drew Street Garden</b>	<b>3304 Drew Street, Glassell Park, CA 90065</b>	<b>38</b>	<b>0.11</b>
<b>El Sereno Community Garden</b>	<b>5466 Huntington Drive, Los Angeles, CA 90032</b>	<b>25</b>	<b>0.77</b>
<b>Patton Street Community Garden</b>	<b>327 N. Patton Street, Los Angeles, CA 90027</b>	<b>10</b>	<b>0.09</b>
<b>East Wilmington Community Garden</b>	<b>East 'L' Street, between Drumm Avenue and Coil Avenue, Los Angeles, CA 90744</b>	<b>37</b>	<b>10,000 sq. feet</b>

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
Page 13

**Exhibit B-1**

**Site Map for Solano Canyon Community Garden**

Solano Canyon Community Garden in Elysian Park  
545 Solano Avenue, Los Angeles, CA 90012

The area authorized for the operation and maintenance of the Solano Canyon Community Garden is enclosed by the bold line on the map below.



Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
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**Exhibit B-2**

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
Page 15

**Site Map for Drew Street Community Garden**

Unofficially named Drew Street Park  
3304 Drew Street, Los Angeles, CA 90065

The area authorized for the operation and maintenance of the Drew Street Community Garden, informally named "Glassell Park Community Garden", is enclosed by the bold line on the map below.





Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
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**Exhibit B-3**

**Site Map for Sereno Community Garden**

El Sereno Community Garden  
5466 Huntington Drive, Los Angeles, CA 90032.

The area authorized for the operation and maintenance of El Sereno Community Garden is enclosed by the bold line on the map below.



Exhibit B-4

Site Map for Patton Street Community Garden

Patton Street Community Garden  
327 Patton Street, Los Angeles, CA 90027

The community garden is part of Patton Street Park which is depicted below. The area authorized for the operation and maintenance of the Patton Street Community Garden is enclosed by a line on the upper portion of the map and labeled as a community garden.



Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
Page 18

**Exhibit B-5**  
**Site Map for East Wilmington Community Garden**

East Wilmington Community Garden is located at East Wilmington Greenbelt Park in Wilmington. The garden is on East 'L' Street, between Drumm Avenue and Coil Avenue. The area authorized for the operation and maintenance of the East Wilmington Community Garden is enclosed by the bold line on the map below.



**East Wilmington  
Community Garden**

Los Angeles Community Garden Council  
 c/o Julie A. Beals, Executive Director  
 May 3, 2017  
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Exhibit C

Required Insurance and Minimum Limits

Name: Los Angeles Community Garden Council

Date: 04/12/2017

Agreement/Reference: Operation of various community gardens

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers Jones Act</span>	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/> <b>Professional Liability (Errors and Omissions)</b> Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	

Other: 1) If a contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirements" located at: <http://cao.lacity.org/risk/insuranceforms.htm>  
 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**CITY OF LOS ANGELES  
INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement Reference.** All evidence of insurance 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 site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit.** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance 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. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however ***submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named

Los Angeles Community Garden Council  
c/o Julie A. Beals, Executive Director  
May 3, 2017  
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Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org>.

5. **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 the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **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 your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when 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 requirement.

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverage(s) (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. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **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. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**BOARD REPORT**

NO. 17-159

DATE August 09, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: DONATION FROM YOGAQUA, IN SUPPORT OF THE CLASS PARKS ADVENTURE SUMMER PROGRAM

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

\*V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

Accept a donation from YOGAqua, consisting of two Stand-Up Paddleboard (SUP) Yoga classes led by certified YOGAqua instructors, including all necessary equipment, held on July 14, 2017, and other in-kind contributions with an estimated value of One Thousand, Eight Hundred Dollars (\$1,800.00) in support of the CLASS Parks Adventure Summer Program.

SUMMARY

YOGAqua has generously provided the Department of Recreation and Parks (RAP) with a donation of products and in-kind services valued at approximately One Thousand, Eight Hundred Dollars (\$1,800.00) in support of the CLASS Parks Adventure Summer Program.

The donation included two SUP Yoga classes led by certified instructors, for the CLASS Parks Adventure Summer Program youth, which were conducted on July 14, 2017. Each class was approximately one hour long, including paddle instruction, paddling, and yoga on an anchored paddle board. Classes were conducted at Mothers Beach, 13977 Palawan Way, Marina Del Rey, CA 90292. The retail value of YOGAqua's private classes are Sixty Dollars (\$60.00) per person.

This program is designed to teach beginner students how to properly use a paddleboard, and yoga instruction that is suitable for all practice levels. CLASS Parks was pleased to incorporate a collaboration with YOGAqua into their Adventure Summer Program this year. There were a total of thirty (30) participants from Costello Recreation Center, Algin Sutton Recreation Center, Hazard Recreation Center, and Cypress Recreation Center that were able to experience SUP Yoga for the first time. At the end of each class, YOGAqua provided each teen with a Reebok goody bag to take home.



BOARD REPORT

PG. 2 NO. 17-159

FISCAL IMPACT STATEMENT

Acceptance of this in-kind donation results in no fiscal impact to RAP's General Fund.

This report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants.

**BOARD REPORT**

**NO.** 17-160

**DATE:** August 09, 2017

**C.D.** Various

**BOARD OF RECREATION AND PARKS COMMISSIONERS**

**SUBJECT:** VARIOUS DONATIONS TO RECREATION SERVICES BRANCH – METRO, PACIFIC AND VALLEY REGIONS

AP Diaz _____	*V. Israel _____
R. Barajas _____	N. Williams _____
H. Fujita _____	

General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATION

Accept the donations as noted in Exhibit 1 of this Report, and direct that appropriate recognition be given to the donors.

SUMMARY

The Department of Recreation and Parks (RAP) Recreation Services Branch has received donations in the total amount of cash and in-kind donations valued at a total of Twenty-Five Thousand, Two Hundred One dollars and Seventy-Four Cents, (\$25,201.74) from April 2017 to June 2017. Metro Region received Twelve Thousand, Six Hundred Three Dollars and Fifty-Six Cents (\$12,603.56); Valley Region received Eight Thousand, Eight Hundred Three Dollars and Eighteen Cents (\$8,803.18); and Pacific Region received Three Thousand, Seven Hundred and Ninety-Five dollars (\$3,795.00). These donations enhance programs directly to each community.

FISCAL IMPACT STATEMENT

There is no fiscal impact to RAP's General Fund, except for unknown savings, as the donations may offset some expenditures.

This Report was prepared by Vicki Israel, Assistant General Manager, Recreation Services Branch.

LIST OF EXHIBIT(S)

- 1) Donations to Recreation Services Branch

<b>DONATIONS TO RECREATION SERVICE BRANCH: METRO REGION</b>			
<b>DONOR</b>	<b>DONATION</b>	<b>AMOUNT</b>	<b>FACILITY - METRO REGION</b>
John Dorsey (of Ten 100)	"In-kind" donation of desks, tables, entertainment unit, storage units, bookcases, file cabinets; and, a leather couch and chair	\$2,000.00	Yosemite Recreation Center
Los Angeles Parks Foundation	Donation for the "90-Plus Senior Luncheon"	\$4,000.00	Rio de Los Angeles
L.A. Chinatown Firecracker Run Committee	for recreation programs	\$2,200.00	Alpine Recreation Center
Vox Pop Films	2 office chairs	\$50.00	Carlin G. Smith Recreation Center
Good People Casting, LLC	for 37th Lotus Festival	\$100.00	Echo Park Recreation Center
Linda George	for 37th Lotus Festival	\$100.00	Echo Park Recreation Center
Horace Williams	for 37th Lotus Festival	\$100.00	Echo Park Recreation Center
Ronald Gaither	for 37th Lotus Festival	\$100.00	Echo Park Recreation Center
Brigette Johnson	for 37th Lotus Festival	\$100.00	Echo Park Recreation Center
Chutima Lytes	for 37th Lotus Festival	\$100.00	Echo Park Recreation Center
Big 5 Sporting Goods	Rebate Program" which provided 5% cash-back on all purchases made by the facility's baseball and	\$126.56	Highland Park Recreation Center
Dario San Miguel	Sony High-Fidelity VHS player; one-hundred-fifty (150) 'classic film' DVDs and VHS cassettes; and,	\$1,970.00	Lincoln Heights Senior Citizen Center
Good Shepard Center	40 Easter-themed gift baskets for Facility's "Spring Egg Hunt" event	\$800.00	Montecito Recreation Center
Elisa Palomera	for general sports programming	\$400.00	Pecan Recreation Center
Mirna Troncoso Sawyer	assorted toys and games	\$457.00	Yosemite Recreation Center
		\$12,603.56	METRO REGION TOTAL

<b>DONATIONS TO RECREATION SERVICES BRANCH: VALLEY/SHORLINE REGION</b>			
<b>DONOR</b>	<b>DONATION</b>	<b>AMOUNT</b>	<b>FACILITY - METRO REGION</b>
Janette Flintoft	to assist with starting up Canasta activity for seniors and other senior activities at SOEVAC	\$500.00	SOEVAC SCC
Bob Auerbach/Bob Auerbach Photography	Winter Basketball pictures	\$363.18	Sylmar Recreation Center
Michael Eveloff/Friends of West Los Angeles	(1) Brothers colored printer MFC9130W (2) Windows HP computer/monitor (Dell Inspiron, 20-3000 series, model #W158)	\$4,500.00	Westwood Recreation Center
Humana through the LA Parks Foundation	for senior exercise program	\$800.00	Sunland Senior Center
Alicia Roque	portable speaker for dance classes	\$140.00	Ferangeles Recreation Center
Abbot Technologies	Baseball/Soccer programs	\$1,000.00	Sun Valley Recreation Center
Tony's Tires	Baseball/Soccer programs	\$500.00	Sun Valley Recreation Center
George Elian/Sal's Liquor	Baseball/Soccer programs	\$500.00	Sun Valley Recreation Center
John Fournier	Books; Encyclopedias; Geographical books; for Library	\$500.00	SOEVAC SC
		\$8,803.18	VALLEY REGION TOTAL

<b>DONATIONS TO RECREATION SERVICES BRANCH: PACIFIC REGION</b>			
<b>DONOR</b>	<b>DONATION</b>	<b>AMOUNT</b>	<b>FACILITY - PACIFIC REGION</b>
Council District 15	Spring Eggstravaganza 2017: bicycles, CD15 shopping bags full of candy.	\$800.00	109th Street Rec Center
Cheyne Martin Foundation	Spring Eggstravaganza 2017: a professional bunny with costume, Easter baskets candy and bunny ears for volunteers	\$1,500.00	109th Street Rec Center
Telemaque Photograpy services	Youth baseball program-sports program	\$195.00	Rancho Cienega
Beautiful Boy	Cash for summer camp trips	\$800.00	Rancho Cienega
Madison Tuine	Sports program	\$250.00	Rancho Cienega
California Sulphur Company	Springtime egg hunt	\$250.00	Wilmington Recreatin Center
		\$3,795.00	PACIFIC REGION TOTAL

BOARD REPORT

NO. 17-161

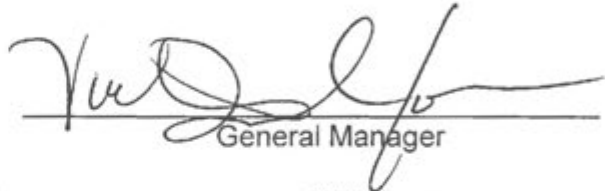
DATE August 9, 2017

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ANGELS GATE PARK – HEY ROOKIE POOL – INSTALLATION OF DEDICATION PLAQUE; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(1) (ON-PREMISE SIGNS) OF THE CITY CEQA GUIDELINES

AP Diaz	_____	V. Israel	_____
<i>for</i> *R. Barajas	<u>CEB</u>	N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Grant approval for the wording, placement, and installation of a dedication plaque (Project), as described in the Summary of this Report;
2. Find the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 11 (1) of the City CEQA guidelines, and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption;
3. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Hey Rookie Pool (Pool), formerly known as Gaffey Street Pool, is located at 3351 Gaffey Street, San Pedro, California, within Angels Gate Park. The Pool was built in 1943 and originally used as a training facility for soldiers preparing to participate in amphibious operations during the closing stages of World War II. During the post-war years, the Pool was used as a recreation facility for the public and the soldiers at Fort MacArthur. In 1975, the property was transferred to RAP and in continued use as a public facility. In the late 1980s, the pool was drained and closed due to deterioration and remained shuttered until its reopening on June 27, 2017, having undergone over Ten Million Dollars (\$10,000,000.00) in repairs.

## BOARD REPORT

PG. 2 NO. 17-161

In December, 2009, the Harbor Department approved the use of Six Million, Nine Hundred Ninety-Six Thousand, and Twelve Dollars (\$6,996,012.00) for the renovation of Hey Rookie Pool. These funds were a portion of the Community Aesthetic Mitigation Fund that was established in the China Shipping Settlement Agreement Amended Stipulated Judgement. The applicant for this use of funds was the Fort MacArthur Museum Association, and the application was recommended for approval by the Port Community Advisory Committee. The Project was found by the State Lands Commission to be consistent with the California State Tidelands Trust. RAP provided additional funds from the RAP Interest Special Fund and Proposition K, and will provide ongoing maintenance, staffing and management of the Pool.

The Harbor Department has requested that the standard dedication plaque (Report No. 07-115, Exhibit A) be modified to include the Board of Harbor Commissioners in recognition of the monetary contribution that the Harbor Department made to this Project. A rendering of the proposed plaque text is attached hereto as Exhibit B. Exhibit C shows renderings of the Pool Project and the proposed location of the plaque installation.

This Project was presented to the Facility Repair and Maintenance Commission Task Force at their regularly scheduled meeting on June 21, 2017, at which time the Task Force recommended that the Project be forwarded to the full Board for consideration.

Councilmember Joe Buscaino's Office, Fifteenth Council District, as well as RAP management and staff, support this Project.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project involves minor construction for the installation of a plaque (on premises sign) that is accessory to the park. Therefore, RAP staff recommends that the Board determine that the subject Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (1) of the City CEQA Guidelines. A Notice of Exemption will be filed with the County of Los Angeles Clerk Office upon Board's approval.

### FISCAL IMPACT STATEMENT

There should be minimal fiscal impact as the cost of the plaque manufacture and installation is included in the Pool Project construction budget.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Maintenance, and Construction Branch.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Board Report No. 07-115
- 2) Exhibit B – Rendering of Proposed Plaque
- 3) Exhibit C – Location of Plaque Installation

**APPROVED**  
MAY 16 2007

REPORT OF GENERAL MANAGER

NO. 07-115

DATE May 16, 2007

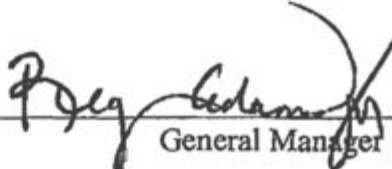
**BOARD OF RECREATION  
and PARK COMMISSIONERS**

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: **COMMEMORATIVE BUILDING PLAQUES - REVISION OF INFORMATION INCLUDED ON PLAQUES**

R. Adams	_____	J. Kolb	_____
J. Combs	_____	F. Mok	_____
H. Fujita	_____	K. Regan	_____
S. Huntley	_____	*M. Shull	<u>MS</u>

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve the redesign of the Department's standard template for commemorative plaques for projects managed by the Bureau of Engineering of the Department of Public Works (see attached plaque design); and,
2. Approve the redesign of the Department's standard template for commemorative plaques for projects designed, managed and constructed by Department in-house forces (see attached plaque design).

SUMMARY:

In 2003, the Board approved a revision to the placement of commemorative plaques on Department of Recreation and Parks facilities (Report No. 03-239). The template revision included inscription information which was dependent upon the project budget. Three categories were identified, with the highest budgeted project receiving the following information:



REPORT OF GENERAL MANAGER

PG. 2 NO. 07-115

Facility Name  
Year of completion  
Mayor  
Council District and Councilmember  
Board of Recreation and Park Commissioners  
Department of Recreation and Parks General Manager  
Major donor's name, when approved by the General Manager

Staff recommends simplifying the procedure for installing building plaques by eliminating two of the three plaque options and developing a standard template that will not use the project budget as the qualifier for the type of information to be included on the plaques.

If the proposed plaque template is approved, it will be used as the standard template for all projects and will include the following information:

FOR BUREAU OF ENGINEERING PROJECTS

Facility Name  
Dedication Date  
Mayor  
City Council President  
Council District and Councilmember  
Board of Recreation and Park Commissioners  
Department of Recreation and Parks General Manager  
Bureau of Engineering, City Engineer  
Bureau of Contract Administration, Inspector of Public Works  
Architect  
Contractor  
Major donor when approved by GM

FOR RECREATION AND PARKS IN-HOUSE PROJECTS

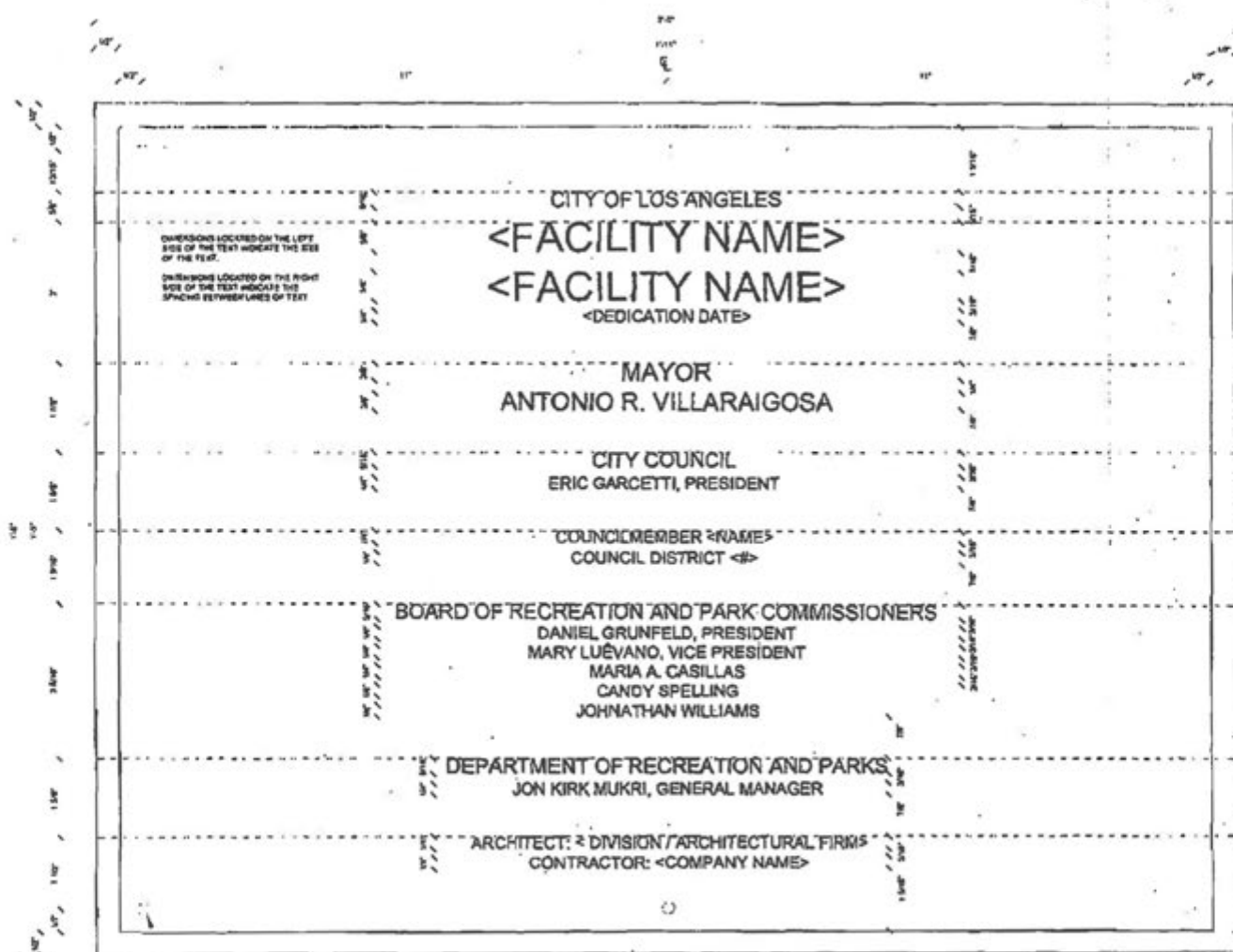
Facility Name  
Dedication Date  
Mayor  
City Council President  
Council District and Councilmember  
Board of Recreation and Park Commissioners  
Department of Recreation and Parks General Manager  
N/A  
N/A  
N/A  
N/A  
Major donor when approved by GM

This new Departmental policy should supersede all other previous commemorative plaque policies. The proposed template for the commemorative plaque is attached to this report.

FISCAL IMPACT STATEMENT:

There is no immediate fiscal impact to the Department's budget.

Report prepared by Sue Gorney, Landscape Architect II, Planning and Development.



LOCATION OF CONCEALED METAL STUD ANCHOR FASTENER OR REVEALED ROSETTE

**NOTES**

1. CONTRACTOR SHALL VERIFY LAYOUT AND ASSEMBLY REQUIREMENTS OF PROJECT BEFORE PROCEEDING WITH FABRICATION. CORRECT AND URGENT INFORMATION AS NECESSARY.
2. SEE SPECIFICATIONS FOR PLAQUE FABRICATION REQUIREMENTS.
3. CONTRACTOR TO VERIFY PLAQUE MOUNTING REQUIREMENTS AND LOCATION PRIOR TO FABRICATION.
4. PLAQUE SHALL NOT BE FABRICATED MORE THAN THREE MONTHS PRIOR TO CONSTRUCTION COMPLETION.

CITY OF LOS ANGELES  
<FACILITY NAME>  
<FACILITY NAME>  
<DEDICATION DATE>

MAYOR  
ANTONIO R. VILLARAIGOSA

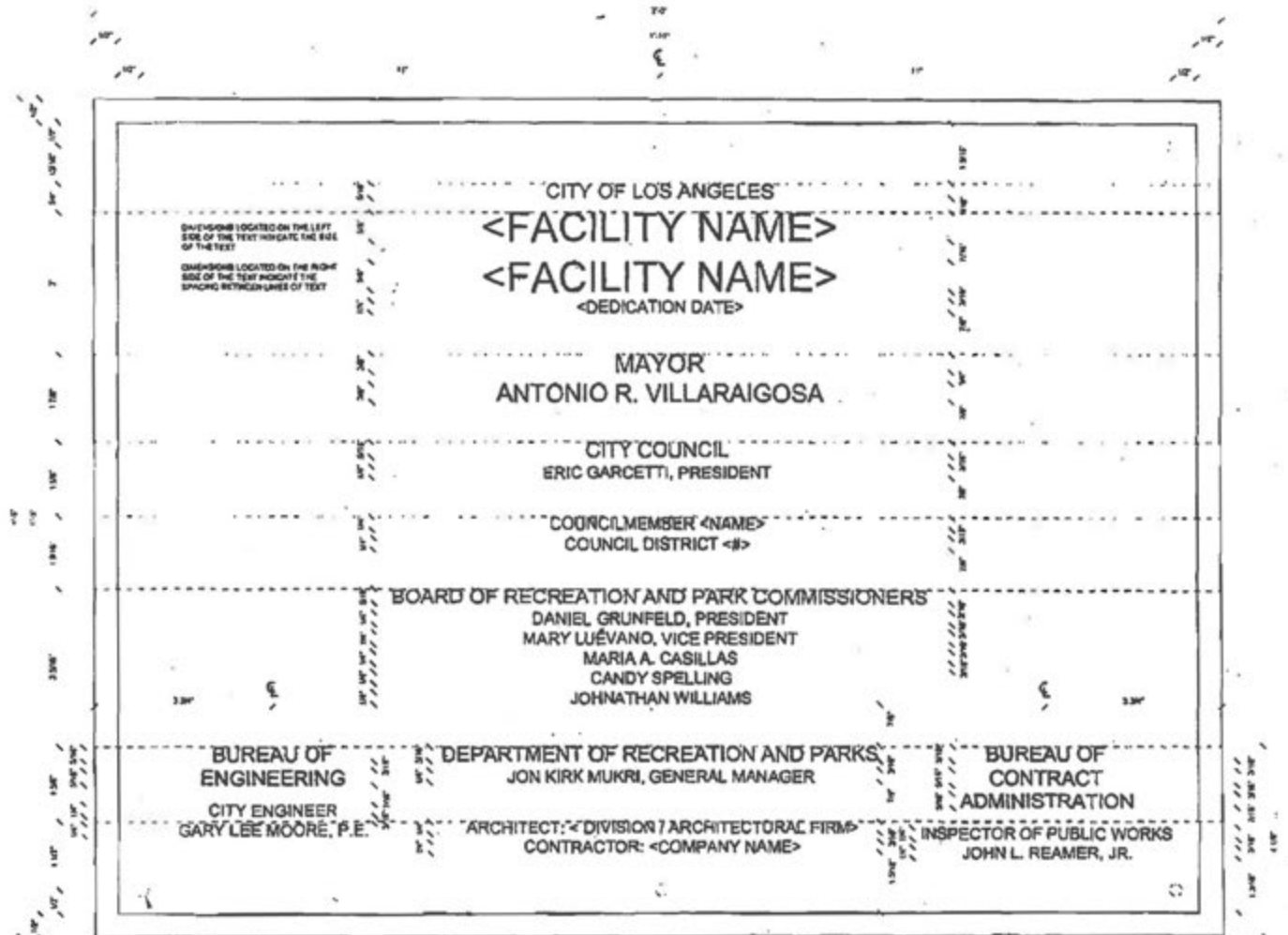
CITY COUNCIL  
ERIC GARCETTI, PRESIDENT

COUNCILMEMBER <NAME>  
COUNCIL DISTRICT <#>

BOARD OF RECREATION AND PARK COMMISSIONERS  
DANIEL GRUNFELD, PRESIDENT  
MARY LUEVANO, VICE PRESIDENT  
MARIA A. CASILLAS  
CANDY SPELLING  
JOHNATHAN WILLIAMS

DEPARTMENT OF RECREATION AND PARKS  
JON KIRK MILKITT, GENERAL MANAGER

ARCHITECT < DIVISION / ARCHITECTURAL FIRM >  
CONTRACTOR < COMPANY NAME >



LOCATION OF CONCEALED METAL STUD ANCHOR FASTENER OR REVEALED ROSETTE

**NOTES**

- 1 CONTRACTOR SHALL VERIFY LAYOUT AND MAKE ANY ADJUSTMENT OF PROJECT NUMBER PRIOR TO FABRICATION. CORRECT AND UPDATE INFORMATION AS NECESSARY.
- 2 SEE SPECIFICATIONS FOR PLAQUE FABRICATION REQUIREMENTS.
- 3 CONTRACTOR TO VERIFY PLAQUE MOUNTING REQUIREMENTS AND LOCATION PRIOR TO FABRICATION.
- 4 PLAQUE SHALL NOT BE FABRICATED MORE THAN THREE MONTHS PRIOR TO CONSTRUCTION COMPLETION.

CITY OF LOS ANGELES  
<FACILITY NAME>  
<FACILITY NAME>  
<DEDICATION DATE>

MAYOR  
ANTONIO R. VILLARAIGOSA

CITY COUNCIL  
ERIC GARCETTI, PRESIDENT

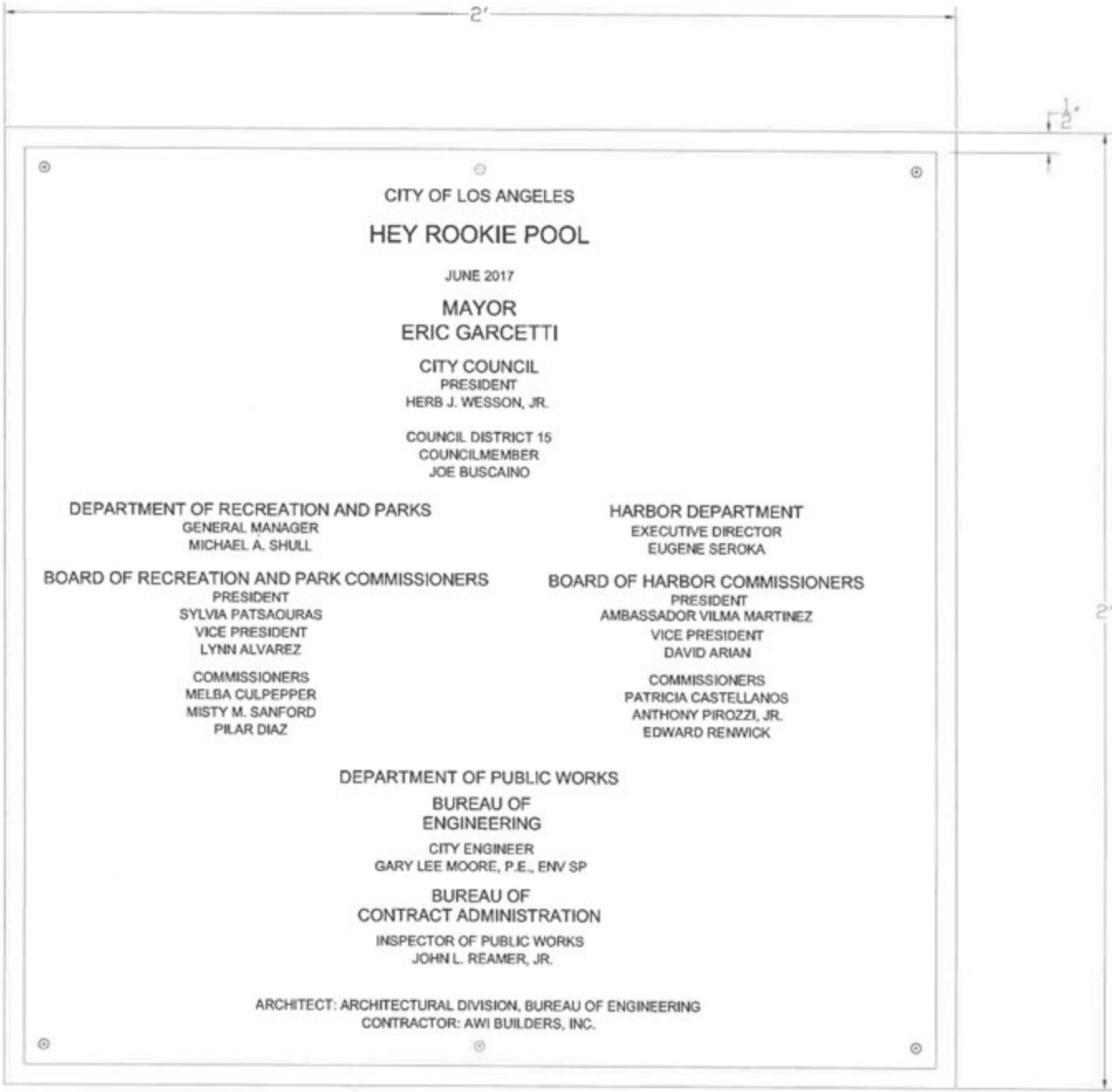
COUNCIL MEMBER <NAME>  
COUNCIL DISTRICT <#>

BOARD OF RECREATION AND PARK COMMISSIONERS  
DANIEL GRINFELD, PRESIDENT  
MARY LUÉVANO, VICE PRESIDENT  
MARIA A. CASILLAS  
CANDY SPELLING  
JONATHAN WILLIAMS

BUREAU OF  
ENGINEERING  
CITY ENGINEER  
GARY LEE MOORE, P.E.

DEPARTMENT OF RECREATION AND PARKS  
JON KIRK MURKI, GENERAL MANAGER  
ARCHITECT, < DIVISION / ARCHITECTURAL FIRM >  
CONTRACTOR, < COMPANY NAME >

BUREAU OF  
CONTRACT  
ADMINISTRATION  
INSPECTOR OF PUBLIC WORKS  
JOHN L. REAMER, JR.



CITY OF LOS ANGELES  
**HEY ROOKIE POOL**

JUNE 2017

**MAYOR  
ERIC GARCETTI**

CITY COUNCIL  
PRESIDENT  
HERB J. WESSON, JR.

COUNCIL DISTRICT 15  
COUNCILMEMBER  
JOE BUSCAINO

DEPARTMENT OF RECREATION AND PARKS  
GENERAL MANAGER  
MICHAEL A. SHULL

HARBOR DEPARTMENT  
EXECUTIVE DIRECTOR  
EUGENE SEROKA

BOARD OF RECREATION AND PARK COMMISSIONERS  
PRESIDENT  
SYLVIA PATSAOURAS  
VICE PRESIDENT  
LYNN ALVAREZ

BOARD OF HARBOR COMMISSIONERS  
PRESIDENT  
AMBASSADOR VILMA MARTINEZ  
VICE PRESIDENT  
DAVID ARIAN

COMMISSIONERS  
MELBA CULPEPPER  
MISTY M. SANFORD  
PILAR DIAZ

COMMISSIONERS  
PATRICIA CASTELLANOS  
ANTHONY PIROZZI, JR.  
EDWARD RENWICK

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF  
ENGINEERING  
CITY ENGINEER  
GARY LEE MOORE, P.E., ENV SP

BUREAU OF  
CONTRACT ADMINISTRATION  
INSPECTOR OF PUBLIC WORKS  
JOHN L. REAMER, JR.

ARCHITECT: ARCHITECTURAL DIVISION, BUREAU OF ENGINEERING  
CONTRACTOR: AWI BUILDERS, INC.



STAFF AREA

Location of Installation



Exhibit C

COMMUNITY SPACE LOOKING OUT TO SAN PEDRO PORT



APPROACH TO POOL HOUSE FROM GAFFEY STREET



POOL VIEW



VIEW FROM ACROSS GAFFEY STREET



NORTHEAST AERIAL VIEW



## GAFFEY POOL AND BATHHOUSE PROJECT

3351 GAFFEY STREET  
SAN PEDRO, CA 90731



BOARD REPORT

NO. 17-162

DATE August 9, 2017

C.D. 6

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: MID-VALLEY INTERGENERATIONAL MULTIPURPOSE CENTER -  
INSTALLATION OF A MURAL PROJECT; CATEGORICAL EXEMPTION FROM  
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO  
ARTICLE III, SECTION 1, CLASS 1(1) OF THE CEQA GUIDELINES  
(MODIFICATIONS OF AN EXISTING PARK FACILITY WITH NO EXPANSION  
OF USE)

AP Diaz	_____	V. Israel	_____
*R. Barajas	<u>CSD</u>	N. Williams	_____
H. Fujita	_____		

*for*

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the installation of a mural project at Mid-Valley Intergenerational Multipurpose Center (Mural Project);
2. Authorize the Department of Recreation and Parks (RAP) to issue the appropriate Right-of-Entry (ROE) permit;
3. Find that the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (1) of the City CEQA Guidelines, and direct RAP staff to file a Notice of Exemption;
4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
5. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.



## BOARD REPORT

PG. 2 NO. 17-162

### SUMMARY

Mid-Valley Intergenerational Multipurpose Center (Intergenerational Center) is a 2.66-acre park located at 9540 North Van Nuys Boulevard within the Mission Hills-Panorama City-North Hills Community Plan Area. This facility includes a 2,500 square foot building that has an open-plan interior as well as a snack room, office space, restroom access and outdoor picnic area.

The Mid-Valley Intergenerational Multipurpose Center Project was initially built utilizing Proposition K funding. The City of Los Angeles (City), through its Percent-for-Art policy, mandates that all Public Works Capital Improvement Projects undertaken by the City must allocate funding, in an amount equal to one-percent (1%) of total construction project costs, for the purpose of creating public art projects in compliance with the City's Public Works Improvements Arts Program, implemented and administered by the Department of Cultural Affairs (DCA). Since the construction of the new Mid Valley Intergenerational Multipurpose Center was originally funded by Proposition K funds, funds have been set aside for the installation of an art component as part of the overall Intergenerational Center Project scope.

DCA, in their role as administrators of the City's Public Works Improvements Arts Program, issued a Request for Qualifications to establish a RAP Roster of Pre-Qualified Artists to be eligible to receive public art commissions as a part of new RAP Facilities. A panel of professional arts representatives from DCA and RAP reviewed six hundred (600) submissions and shortlisted nineteen (19) artists to develop the pre-qualified list. DCA selected three artists based on the appropriateness of their artwork, and asked them to develop a proposal for the Mural Project. In March 2013, a selection panel comprised of the Project architect, a Department of Public Works, Bureau of Engineering (BOE) project manager, a RAP representative, and two (2) artists reviewed the three (3) artists' proposals and interviewed the applicants. That panel selected the artist team Mara Lonner and Kim Schoenstadt to receive the public art commission based on their proposal, presentation, artistic merit, and appropriateness of past work.

The design of this untitled mural, by Lonner and Schoenstadt, is based both upon the surrounding community's distinct architecture and its indigenous plant and wild life. The images strive to embody the area's past and contemporary life, serving as a metaphor for intergenerational activity. The following is a sample of the elements which are included in the design:

- Rodriguez House, R.M. Schindler Architect, 1941
- Sunkist Building, A.C. Martin Architect, late 60's
- Details from the Busch Gardens theme park, 1966
- The Torrington Manufacturing Co., M. Breuer Architect, 1953
- Greer House, Lloyd Wright Architect, 1940
- Sign advertising the new development of Panorama City
- Walnut Grove
- Valley Oak Tree
- Guernsey cow

## BOARD REPORT

PG. 3 NO. 17-162

- Jackrabbit
- Quail

These images are combined to create the final artwork using colors that are representative of the landscape of Southern California. The artist's intention is to create an artwork that complements the Intergenerational Center and which is playful and engaging both intellectually and visually. A didactic sheet will be provided by the artists for the public, placement of which will be determined by the facility director. Please see Exhibit A for mural renderings and location.

The artist is contractually required to provide to DCA and RAP a Maintenance Manual for the artwork. The artist is also required to apply an anti-graffiti coating to the mural for added protection. The City is responsible for the long-term care and maintenance of public artwork created through the Public Works Improvements Arts Program.

This Mural Project was presented to the Facilities Repair and Maintenance Task Force at its meeting held on June 7, 2017, at which time the Task Force recommended that the Mural Project be forwarded to the full Commission for consideration.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Mural Project involves the installation of a mural on interior walls of an existing park facility. This will not result in any expansion of the use of the facility. Therefore, RAP staff recommends that the Board determine that the subject project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk with upon Board's approval.

The Sixth Council District Office and RAP management and staff support the Mural Project at Mid-Valley Intergenerational Multipurpose Center.

### FISCAL IMPACT STATEMENT

There will be a minimal fiscal impact to RAP as RAP is responsible for routine maintenance of the mural. Costs of the mural creation, installation, and anti-graffiti coating are included in the one-percent (1%) of the overall project budget dedicated to the Public Works Improvements Arts Program.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Construction and Maintenance Branch.

### LIST OF ATTACHMENT(S)

- 1) Exhibit A – Mural Renderings and Location


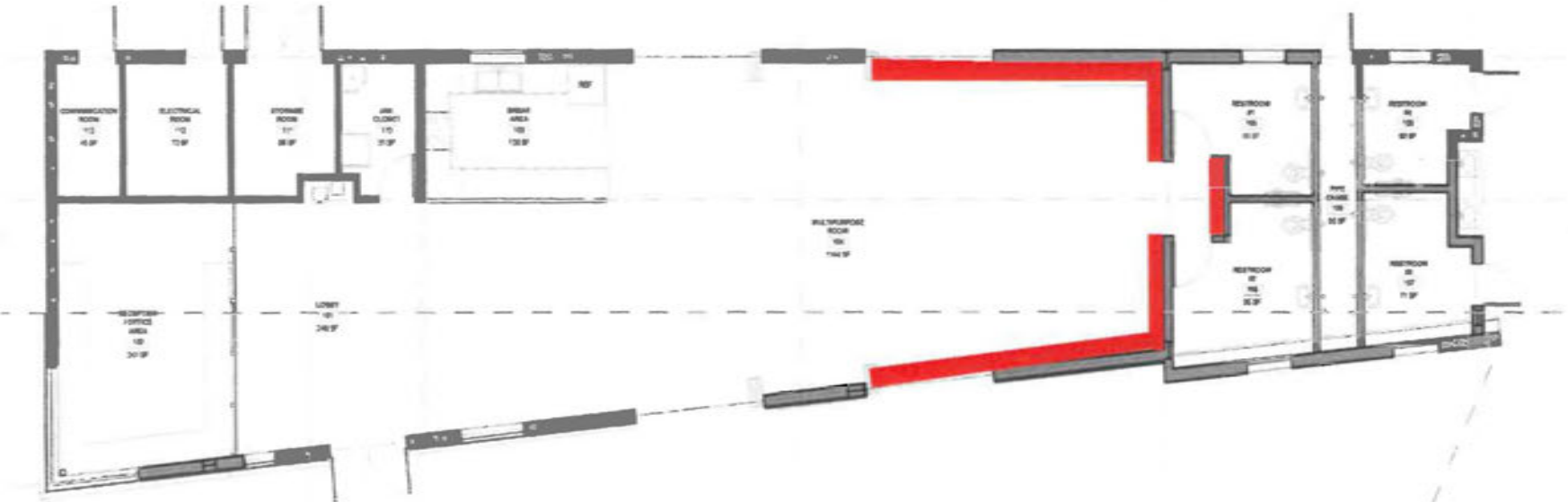


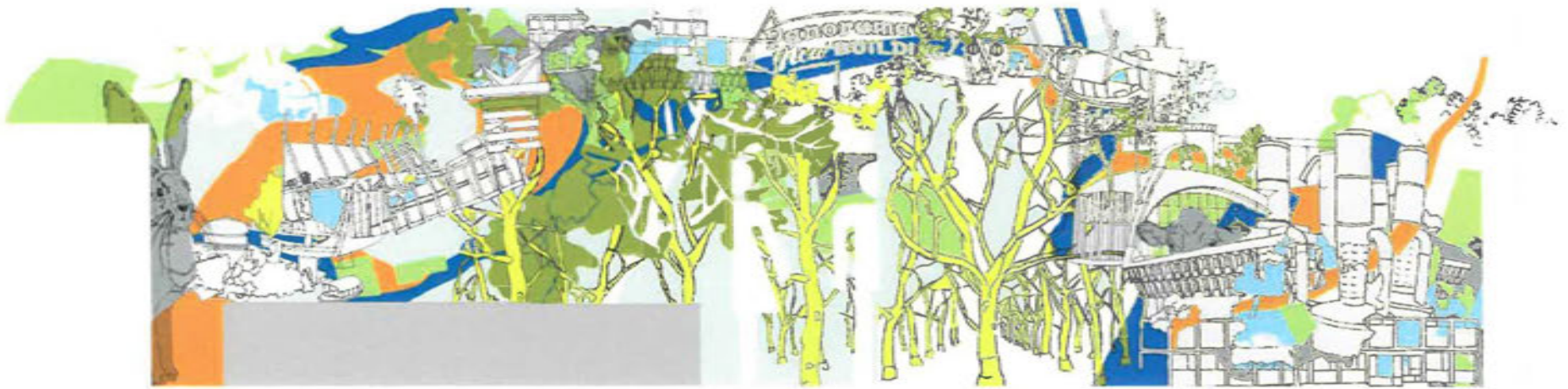
Exhibit A

**Mid-Valley  
Intergenerational Center**

**Interior artwork by  
Mara Lonner & Kim Schoenstadt**

**Interior site locations highlighted in RED**



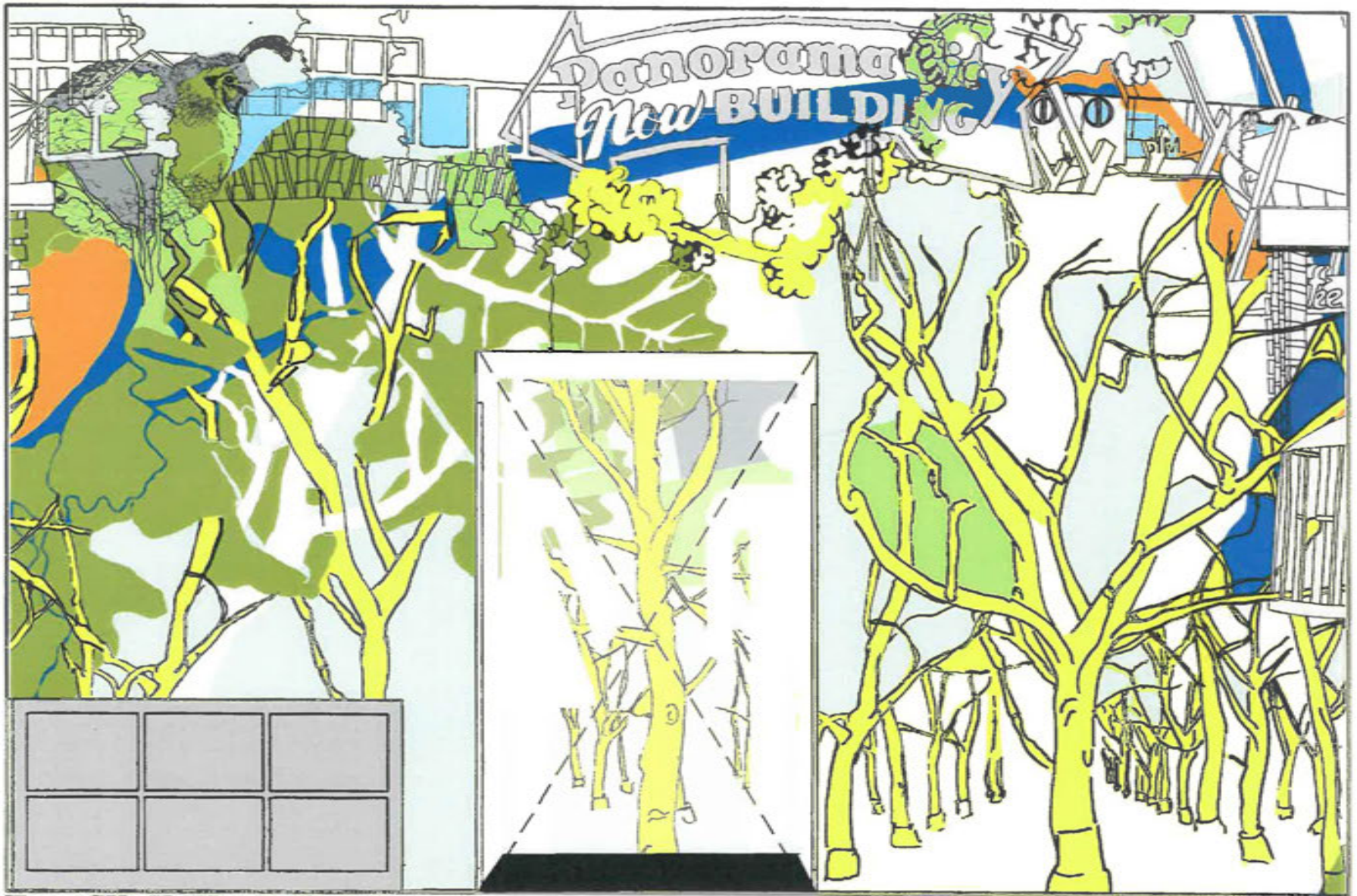


## **Artwork Overview**



**North Wall Elevation**

**Wall Dimension: 13' high x 22' 12" wide**



**East Wall Elevation**

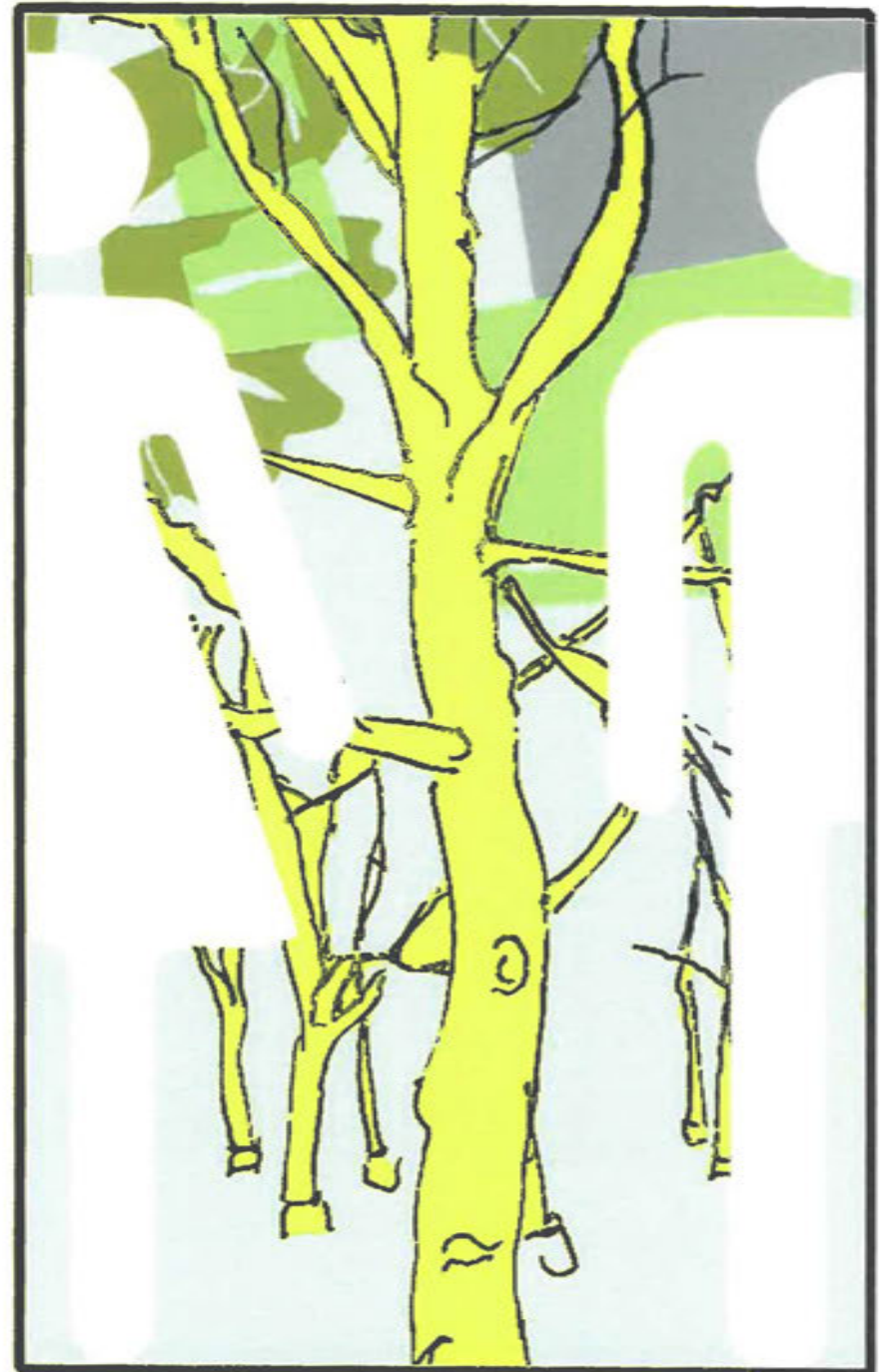
**Dimensions: 13' high x 19' 10" wide**

**Door Opening: 8' high x 5' 1" wide**

**East Wall  
Bathroom Entry Wall Inset**

**Wall Detail**

**Dimensions:  
8' high x 5'1" wide**

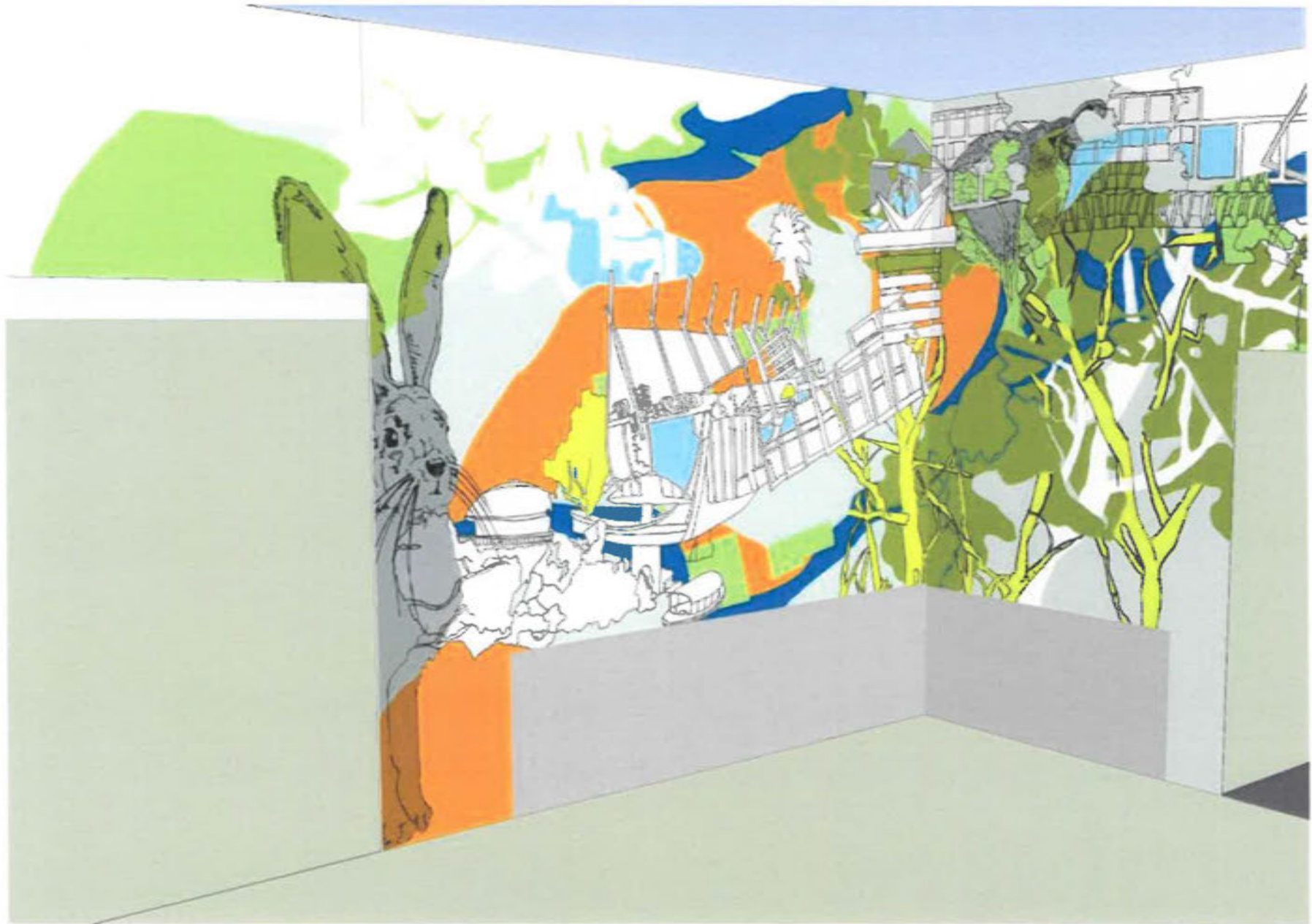




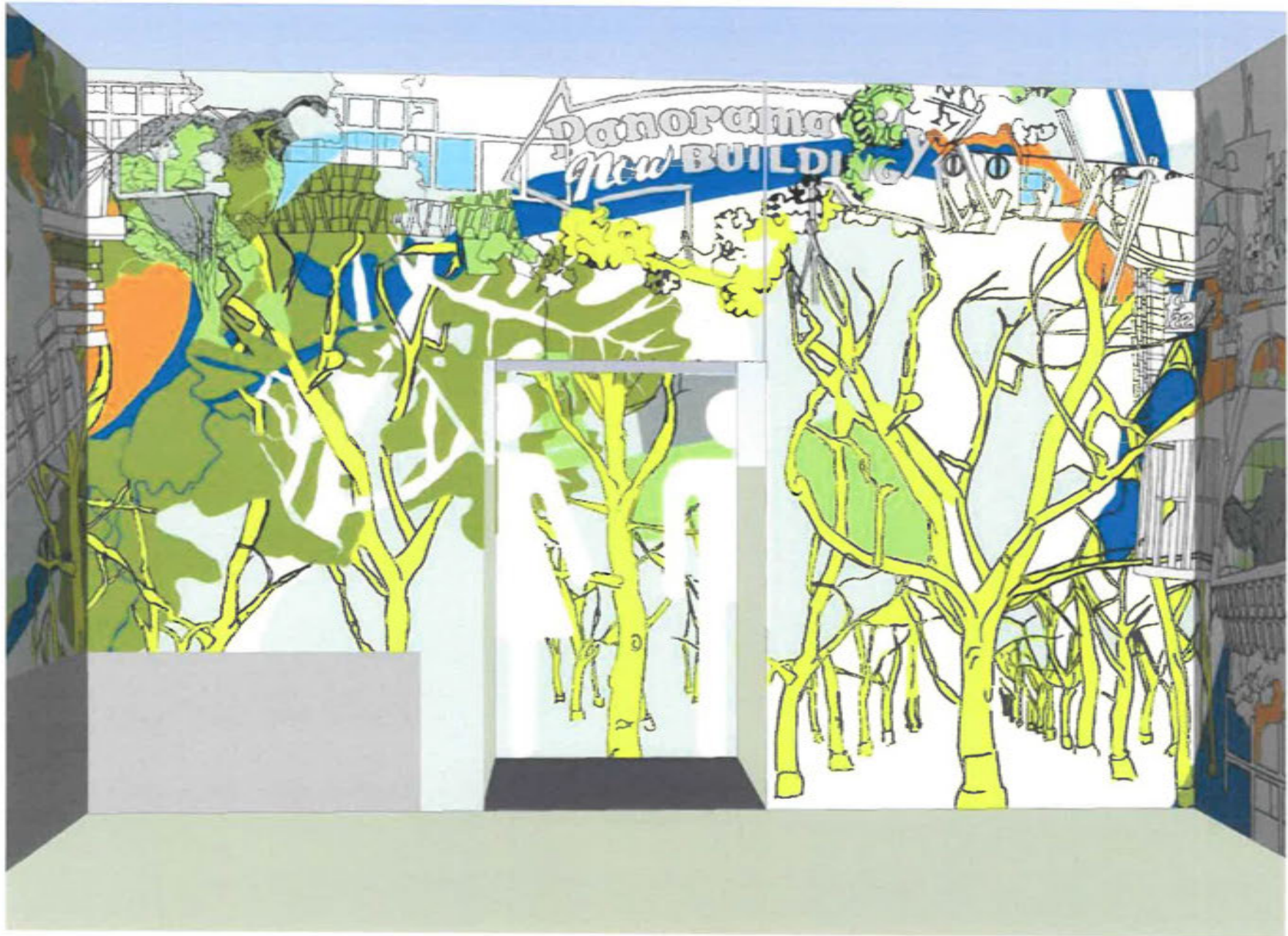


**South Wall Elevation**

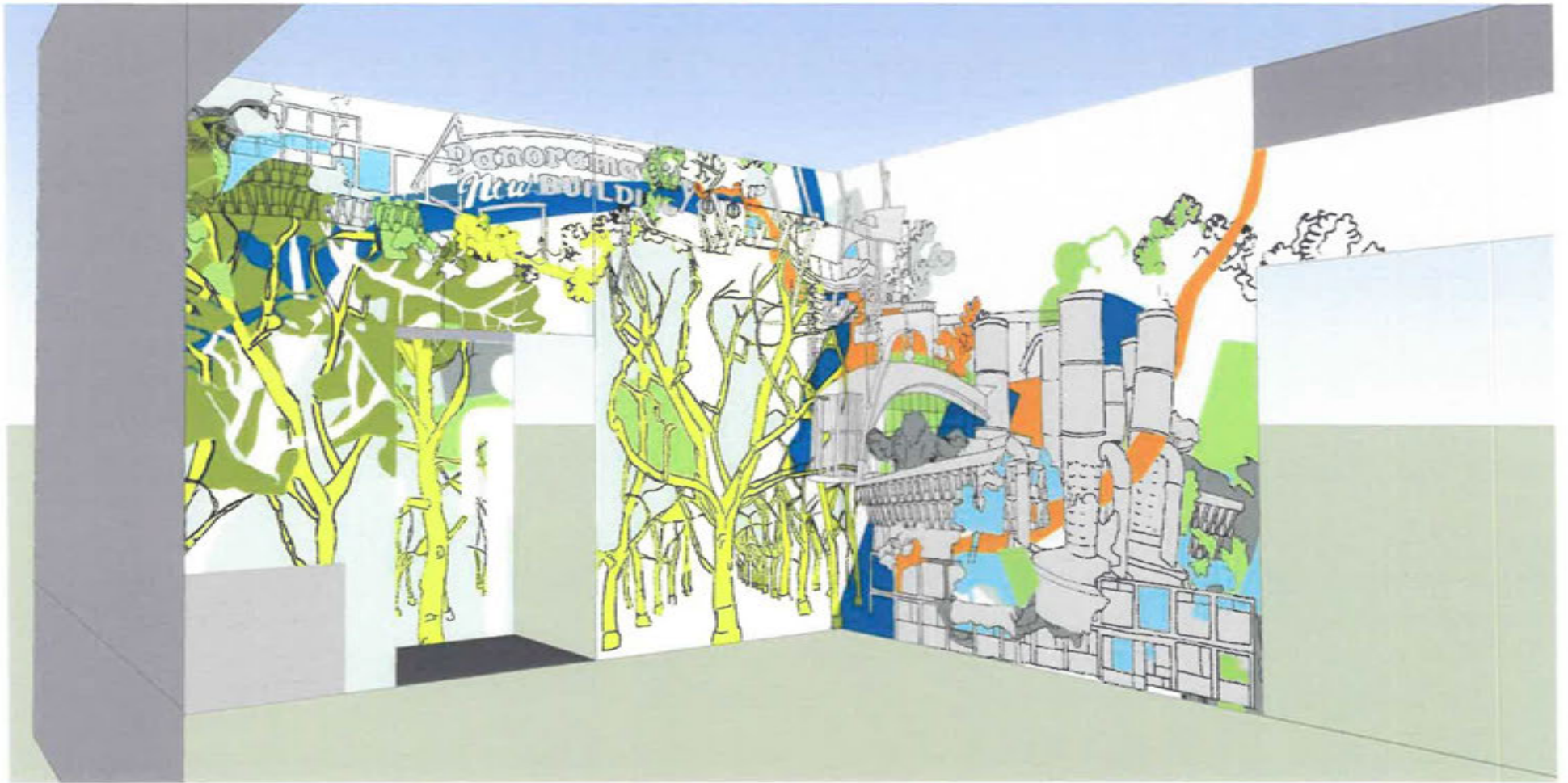
**Dimensions: 13' high x 22' 12" wide**



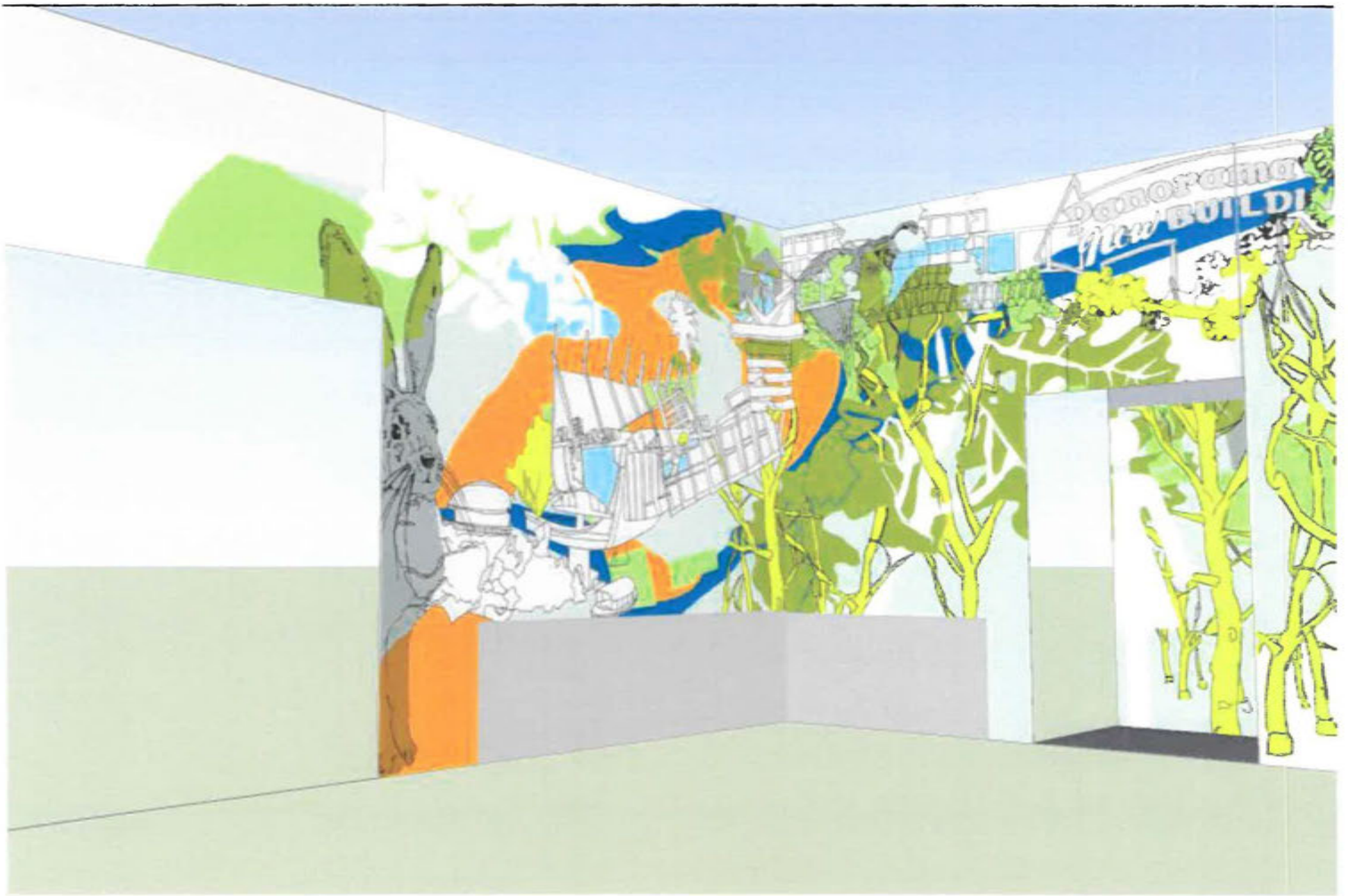
**Digital visualization of artwork on walls- view of North and East Walls**



**Digital visualization of artwork on walls- view of East Wall and Bathroom entrance.**



**Digital visualization of artwork on walls. View of East Wall, Bathroom entrance and South wall.**



## Source Materials

## Image Sheet #1



Busch Gardens, 1966



Van Nuys Savings, Panorama City,  
W.Sarmiento, Architect, 1957



Coffee Dan's,  
W. Krisel Architect, 1957



Greer House,  
Lloyd Wright Architect, 1940



Sign at the boarder between  
Panorama City and Van Nuys



Rodriguez House,  
R.M. Schindler Architect, 1941



Phil Ahn's Moongate Restaurant, 1954



Sunkist Building,  
A.C.Martin Architect, late 60's



Kaiser-Burns home from the  
original Panorama City development

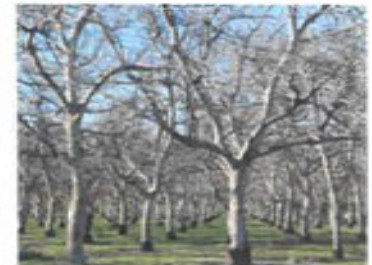
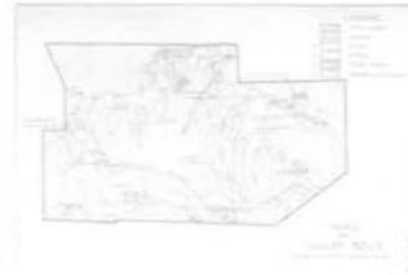


The Torrington Mfg. Co., M. Breuer Architect, 1953



## Source Materials

## Image Sheet #2



The inspirations for our public art project at the Mid-Valley Intergenerational Center are the community of Panorama City and its history, landscape and architecture. We searched for images that embody the area's past and bridge into contemporary life.

The following are included in the final design:

- Rodriguez House, R.M. Schindler Architect, 1941
- Sunkist Building, A.C.Martin Architect, late 60's
- Details from Busch Gardens theme park 1966
- The Torrington Mfg. Co., M. Breuer Architect, 1953
- Sign advertising the new development of Panorama City
- Kaiser-Burns home from the original Panorama City development
- Walnut Grove
- Guernsey cow
- Jackrabbit
- Quail
- Valley Oak Tree leaves and flowers
- Graphics of soil and irrigation conditions of the area from the 1930's
- Smudge pots used in citrus groves
- Coffee Dan's, W. Krisel Architect, 1957
- Phil Ahn's Moongate Restaurant, 1954
- Greer House, Lloyd Wright Architect, 1940
- Sign at the boarder between Panorama City and Van Nuys
- Van Nuys Savings, Panorama City, W.Sarmiento, Architect, 1957

These images are then combined to create the final piece with colors that are culled from the sky and landscape of Southern California.

Our goal is an artwork that compliments the building and enlivens the experience of its users. We strive to create work that is playful and engaging both intellectually and visually.



## **Materials List and Maintenance Plan:**

### Anti Graffiti Coating:

Sherwin Williams 2K Waterbased Urethane Anti-Graffiti Coating

### Paint:

Golden Artist Colors, High Flow Acrylic

Dunn-Edwards Suprema (Eggshell finish) Ultra Premium Interior Paint

**BOARD REPORT**

NO. 17-163

DATE August 9, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ASCOT HILLS PARK – HABITAT RESTORATION AND GREENING PROJECT – APPROVAL OF FINAL PLANS AND SPECIFICATIONS; ISSUANCE OF RIGHT-OF-ENTRY PERMIT TO NORTH EAST TREES



AP Diaz

\*R. Barajas

H. Fujita



V. Israel

N. Williams

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the final plans and specifications, substantially in the form on file in the Board Office, for the Ascot Hills Park – Habitat Restoration and Greening Project prepared by North East Trees (NET) and reviewed by Department of Recreation and Parks' (RAP) staff; and,
2. Direct RAP staff to issue a Right-of-Entry (ROE) to NET onto park property to install the landscape and irrigation improvements in accordance with the final plans and specifications as approved by the Board.

SUMMARY

Ascot Hills Park is a 92.44-acre park located at 4371 Multnomah Street in Northeast Los Angeles. It is an unstaffed park that contains a parking lot, restroom facility, outdoor classrooms, amphitheater and nature trails. The Park has been developed on land owned by the City of Los Angeles Department of Water and Power (LADWP). RAP currently operates and maintains the property through a thirty (30) year Lease Agreement (Agreement) with LADWP (Exhibit A) that was approved by Board of Recreation and Park Commissioners (Board) on January 17, 2017 through Report No. 17-008, and by City Council on June 27, 2017.

NET, a non-profit community based organization, was founded in 1989 to restore natural systems in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. They specialize in working with local, underserved communities to identify degraded areas and derelict parcels of land and work to transform them into more sustainable natural areas.

In 2013, NET submitted the Ascot Hills Park Habitat Restoration and Greening Project (Project) Grant Application for funding under the State of California Strategic Growth Council's Greening for Sustainable Communities Grant Program. The Project enhancements to Ascot Hills Park

BOARD REPORT

PG. 2

NO. 17-163

features fourteen (14) acres of native habitat restoration and the planting of trees and shrubs, all designed to restore the native flora. The Project will include two natural storm water infiltration areas designed to capture storm water runoff and allow for natural infiltration. The plans show the locations and types of all native trees and shrubs. Interpretative signs, bio-retention swales, irrigation equipment and overlook/seating areas will be installed. Interpretive signage will be approved by Planning, Maintenance and Construction (PMC) Branch prior to installation. Three Hundred and fifteen (315) linear feet of trails will be repaired. The total cost of the Project is One Million, Six Hundred Fifty-One Thousand, Four Hundred and Eighty-Six Dollars (\$1,651,486.00).

On June 18, 2015, the Board, through Report No. 15-140 (Exhibit B), approved the Project's conceptual design and a Memorandum of Agreement (MOA) between the Department and NET for the installation and maintenance of the improvements that NET will be installing. NET has been awarded a total of Nine Hundred, Eighty-Nine Thousand Dollars (\$989,000.00) in funds from the State. Additionally, NET obtained a CAL FIRE grant for the rain garden. NET states that they are contributing in-kind services and materials valued at One Hundred Sixty-One Thousand, One Hundred Twenty Dollars (\$161,120.00). RAP, as a supporter of this endeavor, is also contributing in-kind services valued at Two Hundred Fifty-One Thousand, Three Sixty-Six Dollars (\$251,366.00) throughout the initial design phase and maintenance services during the service payback period of twenty (20) years.

On November 4, 2016, the Board, through Report No. 15-224 (Exhibit C), approved a revised MOA upon the recommendation of the City Administrative Officer.

On November 16, 2016, NET presented the construction plans to the RAP Capital Improvements Staff Committee. PMC Branch has approved the plans.

TREES AND SHADE

The location of trees, including shade trees, was determined with community input. The community opted to not have shade structures.

The Project will provide the following native trees:

- Coast Live Oak - 19 each @ 15 gallon
- Toyon - 70 each @ 15 gallon, 35 each @ 5 gallon
- Laurel Sumac - 115 each @ 15 gallon, 56 each @ 5 gallon
- Blue Elderberry 18 each @ 15 gallon

The tree and plant species list was reviewed with Los Angeles Fire Department (LAFD). It was determined that following basic brush clearance procedures would mitigate any issues of concern to LAFD.

## BOARD REPORT

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### COMMUNITY OUTREACH

The design for this Project was driven by the community. It started with the many meetings and discussions that facilitated the creation the Park's master plan and Environmental Impact Report (EIR). Although detailed community meeting data was not tracked, the following list, submitted by NET, is representative of the community outreach garnered for this Project:

- Ascot Hills Park Advisory Board: NET was on every agenda since 2013 and presented updates at most of these meetings. 15 meetings were held with 6 to 12 people in attendance per meeting.
- Lincoln Heights Neighborhood Council (LHNC): RAP presented design updates at 3 or 4 of LHNC meetings with 35-40 people in attendance per meeting.
- LA 32 NC: 3 or 4 meetings with 35-40 people in attendance per meeting.
- Hillside Village: 4 or 5 meetings with 20-30 people in attendance per meeting.
- Ascot Hills Park On-Site Community Meetings: 5 meetings with 40-50 people in attendance at 3 of the 5 meetings, and over 200 people in attendance at 2 of the 5 meetings.
- Ramona Gardens Resident Advisory Committee: 2 meetings with 15 people in attendance per meeting.
- Ramona Gardens public meetings – 4 meetings with approximately 100-200 people in attendance per meeting, and door-to-door outreach within Ramona Gardens.
- Soto Street Greenway Meetings: 4 or 5 meetings with 50-60 people in attendance per meeting.
- Various other public meetings at Neighborhood Councils and community groups in the greater East and Northeast Los Angeles area.

### ENVIRONMENTAL IMPACT STATEMENT

The Board approved the proposed Project (Report No. 15-140), and determined it to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(2,3,7) of the City CEQA Guidelines. A Notice of Exemption was filed on July 2, 2015 with the Los Angeles County Clerk. No further CEQA determinations or actions are needed for this project.

### FISCAL IMPACT STATEMENT

The proposed landscape Estimated Total Water Use (ETWU) is 1,470,993 gallons (1,967 Hundred Cubic Feet) per year. The estimated cost of water use for establishment period per year is Four Thousand Dollars (\$4,000.00).

RAP Maintenance Division has determined that costs to maintain new park improvements will be Twenty-Five Thousand Dollars \$25,000.00) per year.

BOARD REPORT

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This Report was prepared by Tom Gibson, Landscape Architect II, and Cid Macaraeg, Senior Management Analyst II, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A: Report No. 17-008 – Approval of 30-Year Lease Agreement with LADWP
- 2) Exhibit B: Report No. 15-140 – Approval of Conceptual Park Design for the Habitat Restoration and Greening Project and Memorandum of Agreement with North East Trees
- 3) Exhibit C: Report No. 15-224 – Revised Memorandum of Agreement With North East Trees

**APPROVED**  
 01-18-2017  
 BOARD OF RECREATION  
 AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-008

DATE January 18, 2017

C.D. 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ASCOT HILLS PARK—APPROVAL OF LEASE AGREEMENT WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, CLASS 4(7) (LEASE TO USE LAND INVOLVING MINOR ALTERATIONS TO THE CONDITION OF THE LAND) OF THE CITY CEQA GUIDELINES

AP Diaz _____	V. Israel _____
<i>for</i> R. Barajas <u>CBJ</u> _____	K. Regan _____
H. Fujita _____	N. Williams _____

*Ramon Barajas toe*  
 \_\_\_\_\_  
 General Manager

Approved ✓ \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_  
 As Amended \_\_\_\_\_

**RECOMMENDATIONS**

1. Adopt a proposed Resolution, herein included as Attachment 1 authorizing the Department of Recreation and Parks (RAP) to enter into a ~~Twenty (20)~~ <sup>\*Thirty (30)</sup> year Lease Agreement with the Los Angeles Department of Water and Power (LADWP) for Ascot Hills Park, and authorize payment of ~~Twenty Dollars (\$20.00)~~ <sup>\*Thirty Dollars (\$30.00)</sup> to LADWP for the annual Lease fee, per Charter Section 594(a) and (b) subject to the approval of the Mayor and the approval of the City Attorney as to form;
2. Approve the proposed Lease and terminate previous Lease upon execution of new lease, between RAP and LADWP, for the operation, maintenance and development of a portion of the LADWP's Ascot property;
3. Direct the Board Secretary to transmit forthwith the proposed Lease to the Mayor for expedited review in accordance with Executive Directive 3 (Villaraigosa Series) for review and approval, and concurrently to the City Attorney for review and approval as to form;
4. Authorize the City Attorney's Office to make technical changes to the Lease, as necessary;
5. Upon obtaining all necessary approvals, authorize the Board President and Secretary to execute the Lease;
6. Find that the execution of the Lease is categorically exempt from CEQA and instruct RAP staff to file a Notice of Exemption with the Los Angeles County Clerk within five (5) working days; and,

## BOARD REPORT

PG. 2 NO. 17-008

7. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY:

RAP has been working with the LADWP, North East Trees (NET) and the Fourteenth Council District Office in an effort to secure funding for the restoration of the Ascot Hills Park (Park) located in El Sereno at 4371 Multnomah Street, Los Angeles, California 90032. The Park is an open space park used heavily by the surrounding community. The Park consist of 92.44 acres of mostly undeveloped natural habitat open space land that features a parking lot, Restroom and outdoor facilities with some shade structures.

The Ascot Hills property is currently being maintained and operated by RAP staff under the existing Lease Agreement (Agreement) between RAP and LADWP so that the property can be maintained as a natural open space park area open to the community. The Agreement was executed in 2010 and continues in effect for a term of twenty (20) years. Nevertheless, the current Agreement is deficient or inadequate for securing funding from outside sources and as such, the Agreement needed to be revised to meet the funding requirements that will enable this Park to be developed into an open space jewel that the community can use. The Park is located in a very dense and low-income community that is in great need of open space area. It has been brought to the attention of RAP staff that the current Agreement is insufficient to meet the State grant requirements; therefore, the intent of RAP and LADWP Staff is to execute a new Lease Agreement to satisfy the State's Grant Requirements and terminate the existing Agreement.

In 2013, NET submitted a grant application for the Ascot Hills Park Habitat Restoration and Greening Project (Project). RAP also submitted a Grant Application with the State for funding that will be used to enhance approximately forty (40) acres of Ascot Hills, including fourteen (14) acres of native habitat restoration and the planting of trees and shrubs, all designed to restore the native flora. The Project will include two natural storm water infiltration area designed to capture storm water runoff and allow for natural infiltration. The total cost of the proposed Project is One Million, Six Hundred Fifty-One Thousand, Four Hundred and Eighty Six Dollars (\$1,651,486.00). On June 18, 2015, the Board of Recreation and Park Commissioners approved the Project through Report No. 15-140 (Attachment 4). NET has been awarded a total of Nine Hundred, Eighty-Nine Thousand Dollars (\$989,000.00) in funds from the State along with other funding mentioned in Report No. 15-140.

On November 15, 2016, LADWP provide a new lease for execution. This newly revised lease will be presented to the State for review, but is expected that additional changes will be required. In order to meet the State's deadline for submitting the required information mentioned in the November letter from the State, the Board is being asked to approve the lease with the extended term of 2037\* The Board is nevertheless informed that there could be a need for additional revisions or amendments addressing the Land Tenure issues. This new Lease is expected to replace the old Lease executed in 2010

## BOARD REPORT

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On November 30, 2016, RAP staff was notified that the City's Grant Application was incomplete and additional information was needed. RAP was given a deadline of January 2017 to address all outstanding issues mentioned in the correspondence from the State.

Efforts to secure funding were implemented by RAP staff, and communications with LADWP were made requesting revisions to the Agreement to address the requirements for the grant monies.

Although revisions to the Lease were made which included extending the term of the Lease, the newly revised Lease may need additional revisions. The new Lease which is being presented to the Board for approval (Attachment 2) will be presented to State for clarification and determination as to whether the newly revised Lease meets the grant requirements. If the State does not approve the new Lease as drafted, efforts will be made to negotiate terms with LADWP that are acceptable to the State that address the Land Tenure issues required and needed for funding approval.

NET, with the support from RAP, will perform the habitat restoration work. Per the grant requirement, site control for ~~twenty (20)~~ <sup>\*thirty (30)</sup> years is needed. In order to accomplish this, the City Attorney has drafted the new Lease between RAP and LADWP that will comply with the ~~twenty (20)~~ <sup>thirty (30)</sup> year grant requirement. This will enable NET to perform the habitat restoration work to the Park and allow the City of Los Angeles to continue to operate the Ascot Park as a recreational and open space park. The approval of the new Lease will also permit NET to continue with the grant process and development work. NET is currently working on the improvement to the site or park. It is anticipated that all funding issues related to the Project will be resolved and the development/restoration work can continue. If RAP is not able to supply the information or cannot meet all requirements within the indicated deadline of January 31, 2017, the State has indicated that the application for funds may no longer be considered for funding. For this reason, it is imperative that the review and approval of the Lease Agreement take place before January 31, 2017. Expeditious review and approval of the aforementioned Lease will help ensure that the grant funding is not lost and that habitat restoration work continues at Ascot Hills Park. Preservation of this Los Angeles jewel requires every effort necessary to insure that all steps are taken to preserve this park for future generations to enjoy as it was intended.

TREE AND SHADE

The proposed Park Project concept is still a work in progress, but said design and development of the Park will feature trees and shade structures among other amenities that will be conducive to a healthful, passive and tranquil park setting. It is anticipated that nine hundred fifty (950) trees and five thousand (5,000) shrubs will be planted. The design will also feature an interpretive nature center/trail head and trail enhancement, taking into consideration community input and RAP Park standards with design amenities addressing tree and shade amenities.

NEEDS ASSESSMENT

The proposed new Park expansion property will provide a neighborhood park/open space in an area of the city where City residents do not have sufficient access to improved open or green spaces or neighborhood parks. An estimated 2,736 residents live within a ½ mile walking distance



## BOARD REPORT

PG. 4 NO. 17-008

of the existing park. Approval of the Lease will enable these residents to continue to have access to improved green, open spaces and neighborhood parks within a ½ mile walking distance of their homes. The loss of this park would reduce available park space and would be counter to the Mayor's directive to increase park space.

ENVIRONMENTAL IMPACT STATEMENT

The habitat restoration of Ascot Hills Park project, including the development of an interpretive nature center/trail head, enhancement of existing trails and streams with site related displays with trail map displays at key points and other restoration activities, has been previously evaluated for CEQA compliance as was determined to be categorically exempt. A Notice of Exemption was filed with the Los Angeles County Clerk on July 2, 2015. The proposed Lease Agreement will allow the project proceed with the construction of the proposed park development. Therefore, Staff recommends that the Board determine that the proposed Lease Agreement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, 4(7) of the City CEQA Guidelines.

The Superintendent for Metro area and the Councilmember for Council District 14 concur with staff's recommendations

FISCAL IMPACT STATEMENT

At this time, the impact to the RAP's General Fund for the execution of the Lease is unknown. Once this project is completed, operational maintenance costs will be determined. Upon project completion, a request for funding will be submitted in future RAP annual budget requests. There is sufficient funds to cover the increase in value of the property and said increase will not impact RAP's General Fund. Maintenance funds for the new park will be requested as part of the RAP's General Fund. This request will include part time staff, materials and supplies and would provide maintenance seven days a week, year round. Execution of Lease **will** require an Annual Fee of \$1.00 per year payable in a lump sum of ~~\$20.00~~ upon execution.

**\$30.00**

This Report was prepared by John Barraza, Management Analyst II in the Real Estate and Asset Management Division.

## LIST OF ATTACHMENT(S)

- 1) Proposed Resolution Thirty (30) 2047
- 2) Proposed Lease Agreement for ~~Twenty (20)~~ Year Term Ending ~~2037~~
- 3) Existing Lease Agreement Executed in 2010
- 4) Report No. 15-140



BE IT FURTHER RESOLVED, that the City Attorney's Office shall be authorized to make changes as needed to the proposed Lease; and,

BE IT FURTHER RESOLVED, that, upon obtaining all necessary approvals, the Board President and Secretary are authorized to execute the new Lease Agreement; and,

BE IT FURTHER RESOLVED, that the existing Lease Agreement is terminated upon execution of the new Lease Agreement.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its Meeting held on \_\_\_\_\_, 20\_\_ (Report No. \_\_\_\_\_).

\_\_\_\_\_  
Armando X. Bencomo, Secretary

Resolution No. \_\_\_\_\_

ATTACHMENT 2



Los Angeles Department of Water & Power

ERIC GARCETTI  
Mayor

Commission  
MEL LEVINE, *President*  
WILLIAM W. FUNDERBURK JR., *Vice President*  
JILL BANKS BARAD  
MICHAEL P. FLEMING  
CHRISTINA E. NOONAN  
BARBARA E. MOSCHOS, *Secretary*

DAVID H. WRIGHT  
General Manager

November 15, 2016

Mr. Cid Macaraeg  
Department of Recreation and Parks  
221 N. Figueroa Street, First Floor  
Los Angeles, California 90012

Subject: DWP File W-80858  
Lease to Department of Recreation and Parks  
Portion of the Los Angeles Department of Water and Power's  
Ascot Reservoir for Open Space

2016 NOV 15 AM 8:15  
DEPT OF RECREATION & PARKS  
PLAN. CONST. & MAINTENANCE

Dear Mr. Macaraeg:

Enclosed are three duplicate originals of a Lease Agreement (Agreement) which, when fully executed, will give the Department of Recreation and Parks permission to use a portion of the above-referenced Los Angeles Department of Water and Power property for maintaining a natural area which will be open to the community as "open space".

Please have your Board approve and execute all three Agreements and return them to this office, together with your lease payment of \$20.00.

A fully executed Agreement will be returned to you for your records after further processing.

If you have any questions, please contact Mrs. Brandy Roybal-Valdez (213) 367-0570 or by email at [brandy.roybal-valdez@ladwp.com](mailto:brandy.roybal-valdez@ladwp.com).

Sincerely,



Guy Lammers  
Property Manager

BRV  
Enclosures

Putting Our Customers First 

## ATTACHMENT 2

DO NOT RECORD

## LEASE

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Lessor (sometimes hereinafter referred to as the "Department" or "LADWP"), for and in consideration of the keeping and performance by Lessee of the terms and conditions hereof, gives permission to the Department of Recreation and Parks, whose address is 221 N. Figueroa Street, Suite 1550, Los Angeles, California 90012, (sometimes hereinafter referred to as the "Lessee"), to use certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of said Department for the purpose of maintaining a natural area which will be open to the community as "Open Space", in the property known as Ascot Reservoir as shown in Drawing No. C2072 marked Exhibit A, attached hereto and made a part hereof (the "Premises"). The gross leased area of the Premises is 93.51 acres. The Department finds that: (1) the property to be leased is not presently needed for Departmental purposes; and (2) the grant of the Lease will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.

2. Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.

## ATTACHMENT 2

3. The Parties agree that Lessee's use and occupancy of Premises shall be referable solely to the permission herein given.

4. This lease shall commence upon approval by the entities respective Board of Commissioners and expire on March 1, 2047 (the "Term").

5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 5 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 5 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

6. Lessee agrees to pay to Lessor the sum of \$1.00 per year for the 30 year period of the Lease agreement which sum is payable in a lump sum of \$30 within 60 days of execution of this Lease.

Payment shall reference DWP File W-80858, and sent to the following address:

Department of Water and Power  
Attention General Accounting, I.C. Section  
P. O. Box 51212 - Room 434  
Los Angeles, California 90051-0100

7. Lessor assumes no responsibility to provide security for the Premises. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees. Lessee shall maintain and provide adequate security for the Premises comparable to the security Lessee provides to similarly sized public parks that Lessee owns and/or operates.

8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the Premises to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department

## ATTACHMENT 2

determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.

10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by the easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.

11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving five years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions.

14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.

16. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other

## ATTACHMENT 2

party having an interest therein, from liens, and Lessee shall give to Lessor at least ten business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property

17. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.

18. Lessee shall pay for all materials and improvements placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.

19. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

20. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

21. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

22. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

23. Storage of flammable liquids is not permitted within the property

24. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

25. The Department further reserves the right to license or lease additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.



## ATTACHMENT 2

26. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors employees, sub-licensees, sub-lessees or invitees onto the Premises.

27. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessee's operations or recreational activities. Lessee shall remain responsible for compliance of all terms and conditions of this Lease by sub-lessees or sub-licensees.

28. Each of the parties to this agreement is a department of the City of Los Angeles having separate funding sources. In accordance with an action of the City Council on April 17, 1991 which authorizes indemnification of proprietary City departments by Council-controlled departments Council File No. 85-1784), the Department of Recreation and Parks acknowledges this and agrees to defend and indemnify the Department of Water and Power from and against claims of loss of any kind or nature whatsoever and any associated costs, for injury or death to persons or damage to property (including environmental damage) which arise by reason of or incident to this Lease or the leased premises, or the acts, errors or omissions, or willful misconduct of the Department of Recreation and Parks, in any way related to this Lease. This indemnification shall survive the termination of this Lease and shall be in addition to any other rights or remedies that the Department of Water and Power may have, at law, or in equity.

In each contract, sub-lease or sub-license that the Department of Recreation and Parks enters into in connection with the Premises, it shall ensure the inclusion of an Indemnity Clause in favor of the Department of Water and Power, at least as broad as the one stated above. Such Indemnity clause shall be in favor of the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles.

The Department of Water and Power Real Estate Section shall receive a signed copy of each such sub-lease or sub-license that is entered into between the Department of Recreation and Parks and its sub-lessees and/or sublicensees.

The above indemnification obligations shall not apply in the event that the claim giving rise to liability is caused solely by the Department of Water and Power's or Metropolitan Water District's active negligence or willful misconduct.

29. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee or the public, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the California Environmental Quality Act (hereinafter CEQA) [Pub. Res. Code §§21000-21177]; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (hereinafter CERCLA)

## ATTACHMENT 2

[42 USCS §9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS §6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPCA) [33 USCS §1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS §2601 et. seq.]; the Hazardous Materials Transportation Act (hereinafter HMTA) [49 USCS §5101 et. seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [ 7 USCS §136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §9601 et. seq.] (hereinafter SARA); the Clean Air Act [42 USCS §7401 et. seq.]; the Safe Drinking Water Act [42 USCS §300f et. seq.]; the Solid Waste Disposal Act [42 USCS §6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §11001 et. seq.]; the Occupational Safety and Health Act [29 USCS §651 et. seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §25280 et. seq.]; the Carpenter-Presley-Tanner Hazardous Substance Account Act [H&SC §25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §24249.5 et. seq.]; and the Porter-Cologne Water Quality Control Act [Wat. C. §13000 et. seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

30. Lessee, by executing this Lease Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Lessee will be responsible for payment of any property taxes upon such right. Lessee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

31. For information about a specific Possessory Interest assessment, please contact the Assessor's Office, Possessory Interest Section at (213) 974-3108, Los Angeles County Assessor, c/o Possessory Interest Section, Room 180, 500 West Temple St., Los Angeles, CA 90012, or via the internet at <http://assessor.lacounty.gov/extranet/overview/possint.aspx>.

32. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of the Lease subjecting the Lease to termination where such failure shall continue for more than 90 days after such notice of such failure to Lessee by Lessor or City.

33. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to practices provisions of this Lease may be deemed to be

## ATTACHMENT 2

a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

34. This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this Lease, Lessee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3E and 10.8.3F of the Los Angeles Administrative Code, the failure of Lessee to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, the Lease may be forthwith terminated.

35. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et. seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessor has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any Provision of the SDO.

36. The Lessees, sub-lessees, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the Lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, the Lessee is required to provide and update certain information to the City as specified by law. Any Lessee subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor or sub-lessee expected to pay at least \$100,000 in rent under this Lease:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

37. As provided in Charter Section 470(c)(12) and related ordinances, you are a sub-lessee on LADWP File W-80858. Pursuant to City Charter Section 470(c)(12), sub-lessee and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the LADWP Lease is signed. Sub-lessee is required to provide to Lessee names and addresses of the sub-lessee's principals and contact information and shall update that information if it changes during the 12 month time period. Sub-lessee's information included must be provided to Lessor within five business days. Failure to comply may result in termination of the Lease or any other available legal



ATTACHMENT 2

41 This Lease shall replace and supersede the prior lease entered into by and between Lessor and Lessee, dated February 16, 2010 (LADWP Lease No. W-80858) and such prior lease shall be of no further force or effect upon the full execution of this Lease

Dated

DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES

APPROVED:

RICHARD F. BARASICK  
Senior Assistant General Manager  
Water System

*Handwritten initials: HLB, TLA, R*

By:

DAVID W. WILSON  
General Manager

And:

Secretary

LESSOR

CITY OF LOS ANGELES, a municipal, corporation,  
acting by and through its BOARD OF RECREATION  
AND PARK COMMISSIONERS

By:

President

By:

Secretary

DATE

LESSEE

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. REUER, CITY ATTORNEY

NOV 10 2015

BY

DEPUTY CITY ATTORNEY



ATTACHMENT 3

Department of Water and Power



the City of Los Angeles

ANTONIO R. VILLARAIGOSA  
Mayor

Commission  
LEE KANON ALPERT, *President*  
EDITH RAMIREZ, *Vice President*  
FORESCEE HOGAN-ROWLES  
JONATHAN PARFREY  
THOMAS S. SAYLES  
BARBARA E. MOSCHOS, *Secretary*

S. DAVID FREEMAN  
*Interim General Manager*  
RAMAN RAJ  
*Chief Operating Officer*

April 13, 2010

Mr. Cld Macaraeg  
Director of Real Estate  
Department Recreation and Parks  
221 N. Figueroa Street Suite 1550  
Los Angeles, CA 90012

ATTN: Mr. Jon Kirk Mukri

Dear Mr. Macaraeg:

Subject: DWP File W-80858  
Ascot Reservoir

Enclosed for your records is a fully executed Lease Agreement giving you permission to use a portion of the above-captioned Los Angeles Department of Water and Power property for open space purposes. The first year's consideration is \$1.00 and for the full twenty year term \$20.00 and has been paid.

Please acknowledge receipt of the Lease Agreement by signing and returning the enclosed copy of this letter.

Should you need further information, please call me at (213) 367-0577.

Sincerely,

CHERE D. LOTT  
Real Estate Officer

CDL:dc  
Enclosures

Water and Power Conservation ... a way of life

111 North Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles 90051-5700  
Telephone: (213) 367-4211 Cable address: DEWAPOLA

## ATTACHMENT 3

DO NOT RECORD

LEASE

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Lessor (sometimes hereinafter referred to as the "Department"), for and in consideration of the keeping and performance by Lessee of the terms and conditions hereof, gives permission to the Department of Recreation and Parks, whose address is 1200 West 7<sup>th</sup> Street, Suite 200 Los Angeles, California 90017, (sometimes hereinafter referred to as the "Lessee"), to use certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of said Department for the purpose of maintaining a natural area which will be open to the community as "Open Space", in the property known as Ascot Reservoir as shown Drawing No. C2072 marked Exhibit A, attached hereto and made a part hereof. The gross leased area is 93.51 acres. The Department finds that: (1) the property to be leased is not presently needed for Departmental purposes; and (2) the grant of the Lease will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.

2. Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.



## ATTACHMENT 3

3. Lessee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and said Department in said real property, and agrees never to assail or resist the same, and further agrees that Lessee's use and occupancy of said leased area shall be referable solely to the permission herein given.

4. This lease shall commence upon approval by the entities respective Board of Commissioners and continue for a period of twenty (20) years thereafter.

5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 4 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

6. Lessee agrees to pay to Lessor the sum of one dollar (\$1.00) per year for the twenty (20) year period of the lease agreement which sum is payable in a lump sum of \$20 within 60 days of execution of this Lease.

Payment shall reference DWP File W-80858, and sent to the following address:

Department of Water and Power  
Attention General Accounting, I.C. Section  
P. O. Box 51212 - Room 434  
Los Angeles, California 90051-0100

7. Lessor assumes no responsibility to provide security for the leased area. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees.

8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

## ATTACHMENT 3

9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the right of way to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.

10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Quality and Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.

11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving 5 years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten (10) days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions

14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

## ATTACHMENT 3

15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.

16. Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

17. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other party having an interest therein, from liens, and Lessee shall give to Lessor at least ten (10) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property.

18. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.

19. Lessee shall pay for all materials placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.

20. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

21. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

## ATTACHMENT J

22. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

23. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

24. Storage of flammable liquids is not permitted within the property.

25. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

26. The Department further reserves the right to license additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

27. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors or employees onto the Premises.

28. Lessee will hold harmless, defend and indemnify Lessor from any and all claims of any type or nature whatsoever that may come against Lessor, arising by reason of or incident to this lease, with the exception of claims alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its water pipelines on the leased property.

Lessor will hold harmless, defend and indemnify Lessee from any and all claims of any type or nature whatsoever, that may come against Lessee, alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its water pipelines on the leased property.

29. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessee's operations or recreational activities.

In each sub-lease that the Department of Recreation and Parks enters into, it shall ensure the inclusion of an Indemnity Clause in favor of the Department of Water and Power, at least as broad as the one stated above. Such Indemnity Clause shall be in favor of the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles.

## ATTACHMENT 3

The Department of Water and Power Real Estate Section shall receive a signed copy of each such sub-lease that is entered into between the Department of Recreation and Parks and its sub-lessees.


The above indemnification obligations shall not apply in the event that the claim giving rise to liability is caused solely by the Department of Water and Power's or Metropolitan Water District's active negligence or willful misconduct.

30. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§11001 et. seq.]; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.] the California Hazardous Substances Account Act [H&SC §§25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§24249.5 et. seq.]; the Porter-Cologne Water Quality Act [Wat. C. §§13000 et. seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

ATTACHMENT 3

31. Lessee will be responsible for all brush clearing activities on the leased area. Lessee will at all times remain in compliance with brush clearing requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

APPROVED:

  
MARTIN L. ADAMS  
Director of Water Quality  
And Operations

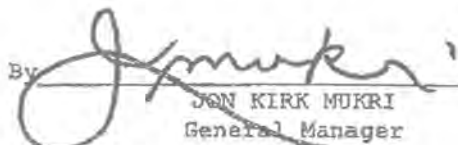
DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES

By   
S. DAVID FREEMAN, Interim General Manager  
Date 3-1-11

And   
Secretary

LESSOR

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS


By   
JON KIRK MUKRI  
General Manager

LESSEE

AUTOMATIC BY FAX 010 231  
FEB 16 2010

APPROVED AS TO FORM AND LEGALITY  
ROCKARD J. DELGADILLO, CITY ATTORNEY

JAN 14 2009

BY   
MARY K. DENNIS  
Deputy City Attorney

Approved as to Form and Legality

October 21, 2008  
ROCKARD J. DELGADILLO, City Attorney

By 

ATTACHMENT 3

bc: Theresa Tsai  
Steve Cole

June 23, 2008

Mr. Cid Macaraeg, Director of Real Estate  
Planning and Development  
Los Angeles Department of Recreation and Parks  
1200 West 7th Street Suite 700  
Los Angeles, California 90017

Subject: DWP File W-80858, Lease to City of Los Angeles  
Department of Recreation and Parks  
Portion of Ascot Reservoir for Natural Areas and Open Space

Enclosed are an original and two copies of a Lease which, when fully executed, will give you permission to use a portion of the above-referenced Department of Water and Power property for maintaining a natural area which will be open to the community as "open space".

This version of the Lease includes an Indemnity clause agreed to each Department's Risk Managers and by Andrew Nocas and Mary Dennis, each representing the Departments as Deputy City Attorneys.

Please have your General Manager execute all three documents. Please provide a Board of Recreation and Parks resolution authorizing this action. Return them to this office, together with your lease payment of \$20.00.

A fully executed Lease will be returned to you for your records after further processing.

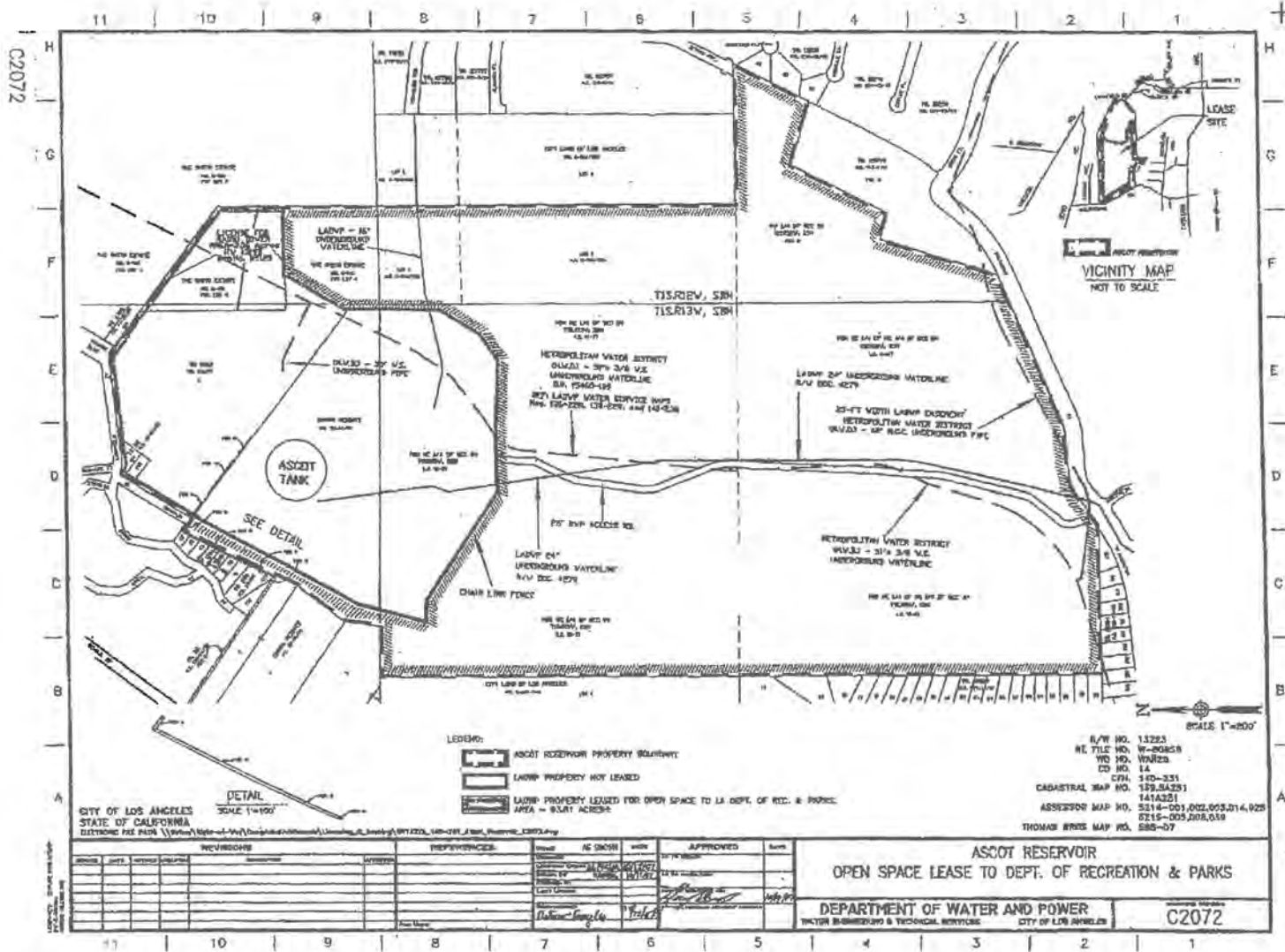
If you have any questions, please contact me at (213) 367-0577.

Sincerely,

ORIGINAL COPY SIGNED BY CHERE D LOTT

Chere D. Lott  
Real Estate Officer

CDL:dc  
Enclosures  
cc: Andrew Nocas, Deputy City Attorney





SHANNON D. HOPPE  
EXECUTIVE OFFICER



ERIC GARCETTI  
MAYOR

**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  
DIVISION CHIEF

[CLERK.LACITY.ORG](http://CLERK.LACITY.ORG)

When making inquiries relative to  
this matter, please refer to the  
Council File No.: [17-0577](#)

**OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL**

June 27, 2017

**Council File No.:** [17-0577](#)

**Council Meeting Date:** June 27, 2017

**Agenda Item No.:** 67

**Agenda Description:** COMMUNICATION FROM THE BOARD OF WATER AND POWER COMMISSIONERS relative to authorization to execute a 30-year lease agreement with the Department of Recreation and Parks for natural areas and open space at the Ascot Reservoir.

**Council Action:** COMMUNICATION FROM THE BOARD OF WATER AND POWER COMMISSIONERS - ADOPTED FORTHWITH

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

HOLLY L. WOLCOTT  
CITY CLERK



REPORT OF GENERAL MANAGER

NO. 15-140

DATE June 18, 2015

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK – APPROVAL OF CONCEPTUAL PARK DESIGN FOR THE HABITAT RESTORATION AND GREENING PROJECT; MEMORANDUM OF AGREEMENT WITH NORTH EAST TREES; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

R. Adams	_____	V. Israel	_____
<i>for</i> *R. Barajas	<u>CBP</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

General Manager

Approved ✓ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the conceptual design for the Ascot Hills Park Habitat Restoration and Greening Project, as described in the Summary of this Report and shown on Exhibit A;
2. Approve the proposed Memorandum of Agreement with North East Trees, substantially in the form on file in the Board Office, specifying the terms and conditions of each party for the design, construction and maintenance of the proposed Project subject to the approval of the Mayor, City Council, and City Attorney as to form;
3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review as to form;
4. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and
5. Direct Department staff to work with staff from the Department of Water and Power to seek an amendment to extend the Lease Agreement issued to RAP for the operation and maintenance of Ascot Hills Park to satisfy the twenty (20) year site control requirements

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-140

of the Urban Greening for Sustainable Communities Grant Program grant awarded to North East Trees; and,

SUMMARY:

Ascot Hills Park is a 92.44 acre park located at 4371 Multnomah Street in Northeast Los Angeles (Exhibit A). It is an unstaffed park that contains a parking lot, restroom facilities, outdoor classrooms, and nature trails. The park has been developed on land owned by the City of Los Angeles, Department of Water and Power (LADWP). The Department of Recreation and Parks (Department) currently operates and maintains the property through a twenty (20) year lease agreement with DWP which was executed in 2010.

In 2013, North East Trees, a non-profit community-based organization, submitted the Ascot Hills Park Habitat Restoration and Greening Project grant application for funding under the State of California Strategic Growth Council's Urban Greening for Sustainable Communities Grant Program.

North East Trees was founded in 1989 to restore nature's services in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. Their projects throughout the years have included design, construction, planting, and maintenance of parks, greenbelts, watershed revitalization projects, and storm water cleanup and infiltration projects. They specialize in working with local, underserved communities to identify degraded areas and derelict parcels of land and work collaboratively to successfully transform them into safe, inviting and healthful areas.

The proposed project's concept is to enhance about forty (40.0) acres of Ascot Hills Park through the restoration of about fourteen (14.00) acres of native habitat; the creation of two (2) natural storm water infiltration areas by constructing swales, berms, and infiltration basins along the natural topography of the park; the planting of about nine hundred fifty (950) trees and 5,000 shrubs; and, the installation of interpretative signage. The project is designed to help restore the native flora of Ascot Hills Park, attract native fauna back to the park, capture storm water runoff and allow for natural infiltration, and improve air quality through the planting of native plants and trees throughout the park (Exhibit B).

Recently, North East Trees was notified that their grant application was approved and they would have to provide certain documentation in order to begin drawing upon the grant award to begin the design process. The grant amount awarded to North East Trees totaled \$989,000.00. The total project cost for the proposed project is \$1,651,486.00. In addition to the State Grant, North East Trees has also been awarded a \$100,000.00 Los County Tree Planting Grant and a \$150,000.00 CALFIRE Demonstration Rain garden Grant. They are also contributing \$161,120.00 worth of In-kind services and materials. The Department, as a supporter of this

## REPORT OF GENERAL MANAGER

PG. 3

NO. 15-140

endeavor, is contributing \$251,366.00 worth of In-kind services spread out through the initial design phase and maintenance services during the service payback period of twenty (20) years.

In order for North East Trees to begin the design process and avail of the funding awarded through the grant, the Board needs to make a CEQA determination on the proposed project. The Board will also need to approve the proposed Memorandum of Agreement (MOA) with North East Trees that specifies and indicates the terms and obligations of each party for the design, construction and maintenance of the proposed Project. As indicated in their grant application, North East Trees complete all the design and construction of the proposed project. The Department will provide assistance and cooperate in the design process and will maintain the improvements during the service payback period.

As mentioned above, the grant awarded to North East Trees requires a service payback period of twenty (20) years. The lease agreement with DWP is in the fifth (5) year of a twenty (20) year term and therefore will need to be amended to add the additional time required by the grant. Should the Board approve this report, Department staff will work with DWP staff on obtaining this amendment.

Staff has determined the proposed project will consist of minor alterations to land in the creation of two (2) vista points within the existing park, and new landscaping to enhance the existing upland habitat. The project will also involve the issuance of a MOA for project design and construction. Therefore, the project will not have significant effect on the environment with the use of standard environmental mitigation measures to protect unanticipated archaeological resources and existing biological resources, and is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the Article III, Section 1, Class 4(2, 3, 7) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval of the project.

FISCAL IMPACT STATEMENT:

The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This Report prepared by Cid Macaraeg, Sr MA II, Planning, Construction and Maintenance Branch.

# Ascot Hills Park

**Project Site**

Huntington Drive North

Eastern Avenue

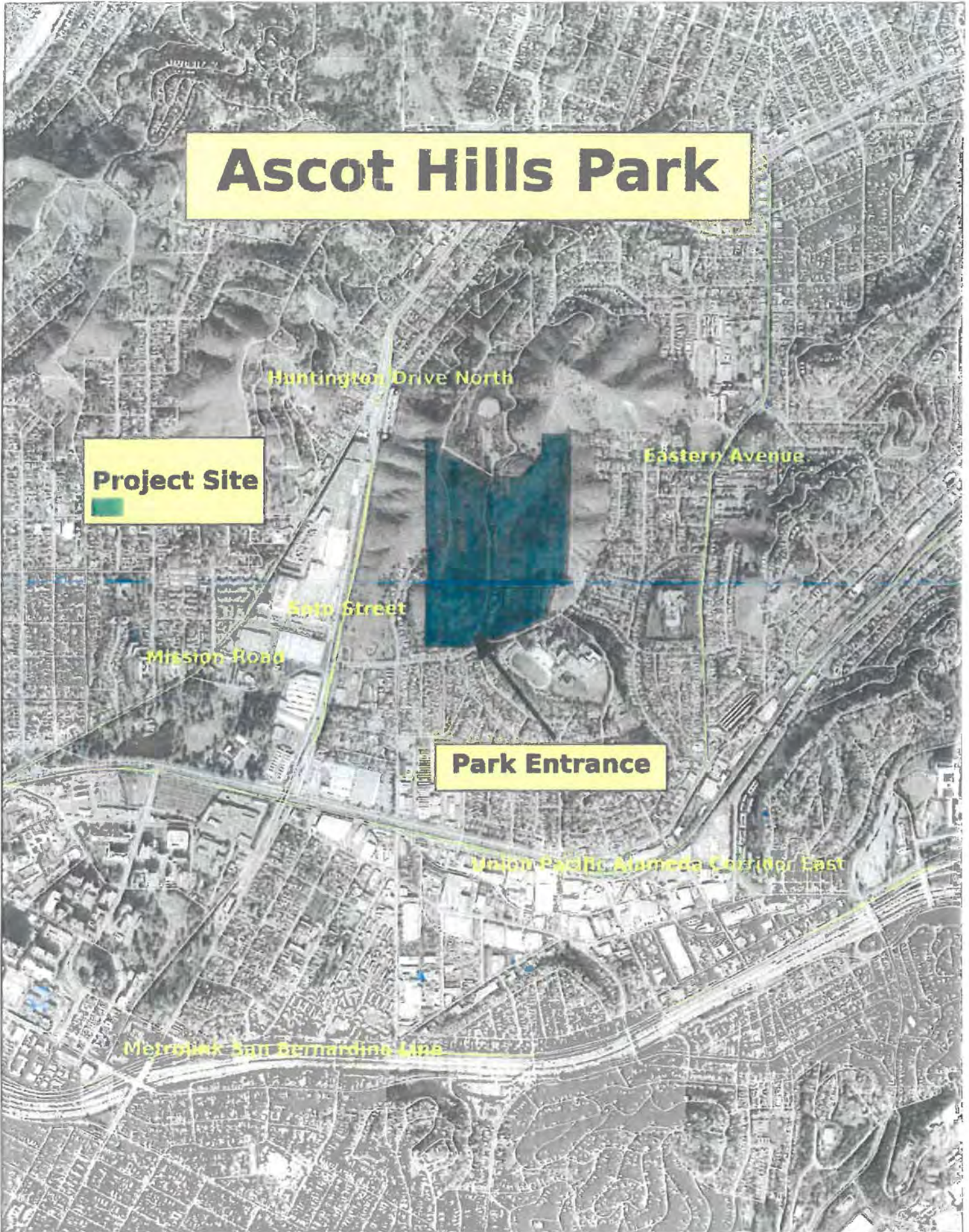
54th Street

Mission Road

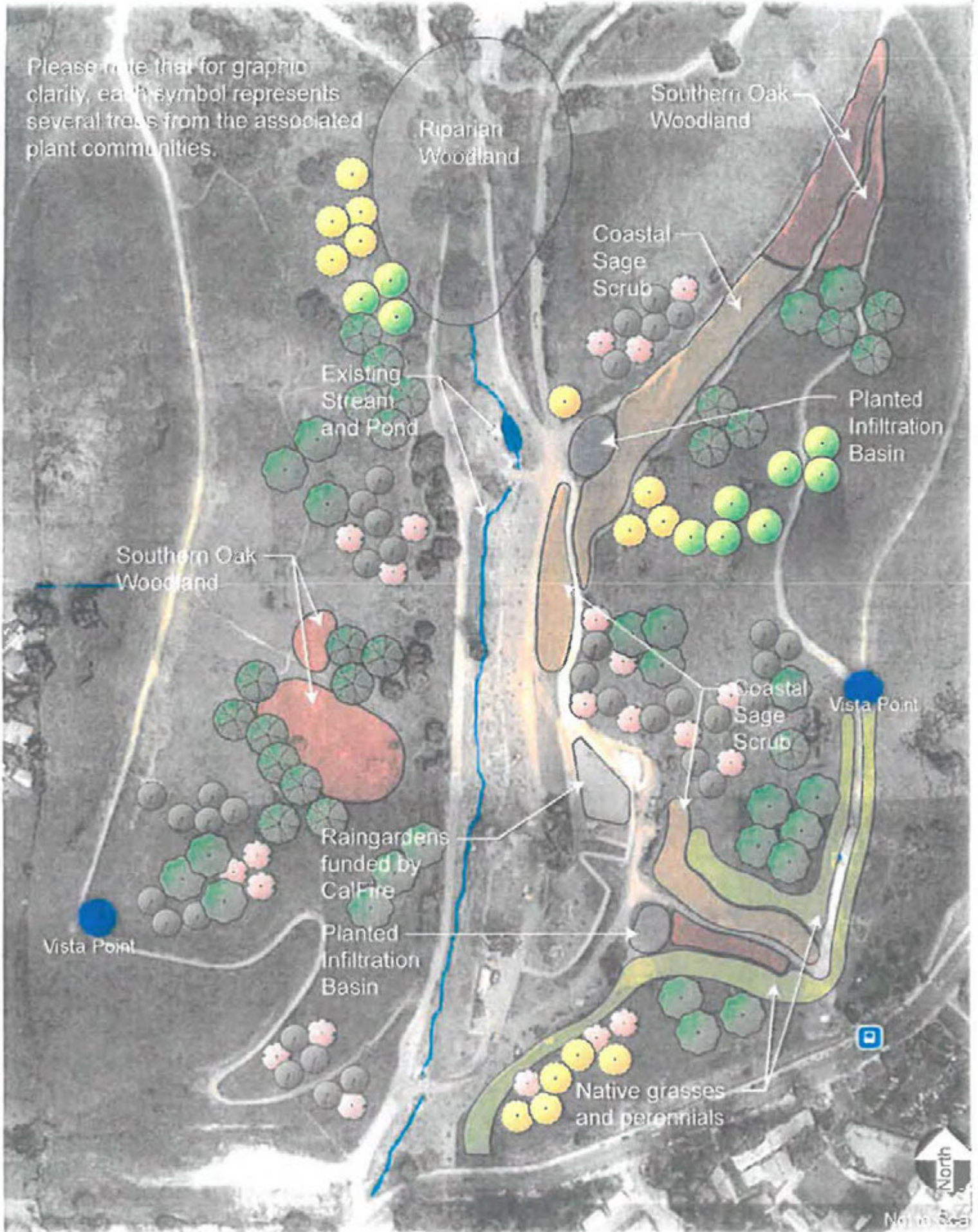
**Park Entrance**

Union Pacific Alameda Corridor East

MetroLink San Bernardino Line



Please note that for graphic clarity, each symbol represents several trees from the associated plant communities.



REPORT OF GENERAL MANAGER

NO. 15-224DATE November 04, 2015C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK – REVISED MEMORANDUM OF AGREEMENT  
WITH NORTH EAST TREES

\*R. Barajas

H. Fujita

V. Israel

*CSD fr*

K. Regan

N. Williams


  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Direct Department of Recreation and Parks' staff to include the appropriate and relevant provisions, as described in the Summary of this Report, in the Right-of-Entry Permit to be issued to North East Trees for the Ascot Hills Park Habitat Restoration and Greening Project;
2. Rescind approval of the Memorandum of Agreement (MOA) with North East Trees (NET) approved on June 18, 2015 through Report No. 15-140;
3. Approve a proposed MOA, substantially in the form on file in the Board Office, with North East Trees for the design, construction and maintenance of the Ascot Hills Park Habitat Restoration and Greening Project, subject to the approval of the Mayor and City Council, and of the City Attorney as to form;
4. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No.3, and to the City Attorney for review as to form; and,
5. Authorize the Board President and Secretary to execute the MOA upon receipt of the required approvals.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-224SUMMARY:

On June 18, 2015, the Board, through Report No. 15-140, approved a MOA with NET that specified the terms and conditions of each party for the design, construction and maintenance of the proposed Ascot Hills Park Habitat Restoration and Greening Project, for which the Board also, granted conceptual approval for in the same Report.

Under the proposed MOA, the Department of Recreation and Parks will maintain the improvements during the service payback period of twenty (20) years, and NET will complete all the design and construction of the proposed project.

Following the Board's approval of Report No. 15-140, the City Administrative Officer, who reviewed the agreement on behalf of the Mayor's Office, recommended the following:

1. That Indemnification Provisions, Insurance Requirements, Termination Provisions and other relevant provisions be included in the NET Right-of Entry Permit, subject to the approval of the City Attorney as to form.
2. That the Board amend the MOA to replace the Department of Recreation and Parks stipulations B and C of the MOA as follows:
  - B. The City of Los Angeles, Department of Recreation and Parks will implement oversight of the project, including the following activities, which may be further subject to the approval of the Department of Water and Power: completing all necessary environmental review, completing all necessary design review, and authorizing all planting activities.
  - C. The City of Los Angeles, Department of Recreation and Parks will maintain the park project and all installed amenities during the term of the land tenure requirement ending on March 31, 2037
3. That the Board amend the MOA to replace the Agreement length language as follows:

The agreement, in accordance with NET California Urban Greening Grant Program Grant Agreement, is to be in effect at least until March 31, 2037.

The above recommendations were considered by the City Council, which requested that the Board implement the recommendations.



## REPORT OF GENERAL MANAGER

PG. 3

NO. 15-224 \_\_\_\_\_

Staff has reviewed the proposed clarifications and amendments and concurs with the recommendations.

At its meeting of June 18, 2015, the Board determined that the proposed project was categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 4(2, 3, 7) of the City CEQA Guidelines. A Notice of Exemption was filed on July 2, 2015 with the Los Angeles County Clerk. No further CEQA determinations or actions are needed for this project.

FISCAL IMPACT STATEMENT:

Approval of the recommended clarifications and amendments will not have an impact to the Department of Recreation and Parks' General Fund.

This Report was prepared by Cid Macaraeg, Senior Management Analyst II of Real Estate and Asset Management Section, Planning, Construction and Maintenance Branch.

# Ascot Hills Park

**Project Site**



Huntington Drive North

Eastern Avenue

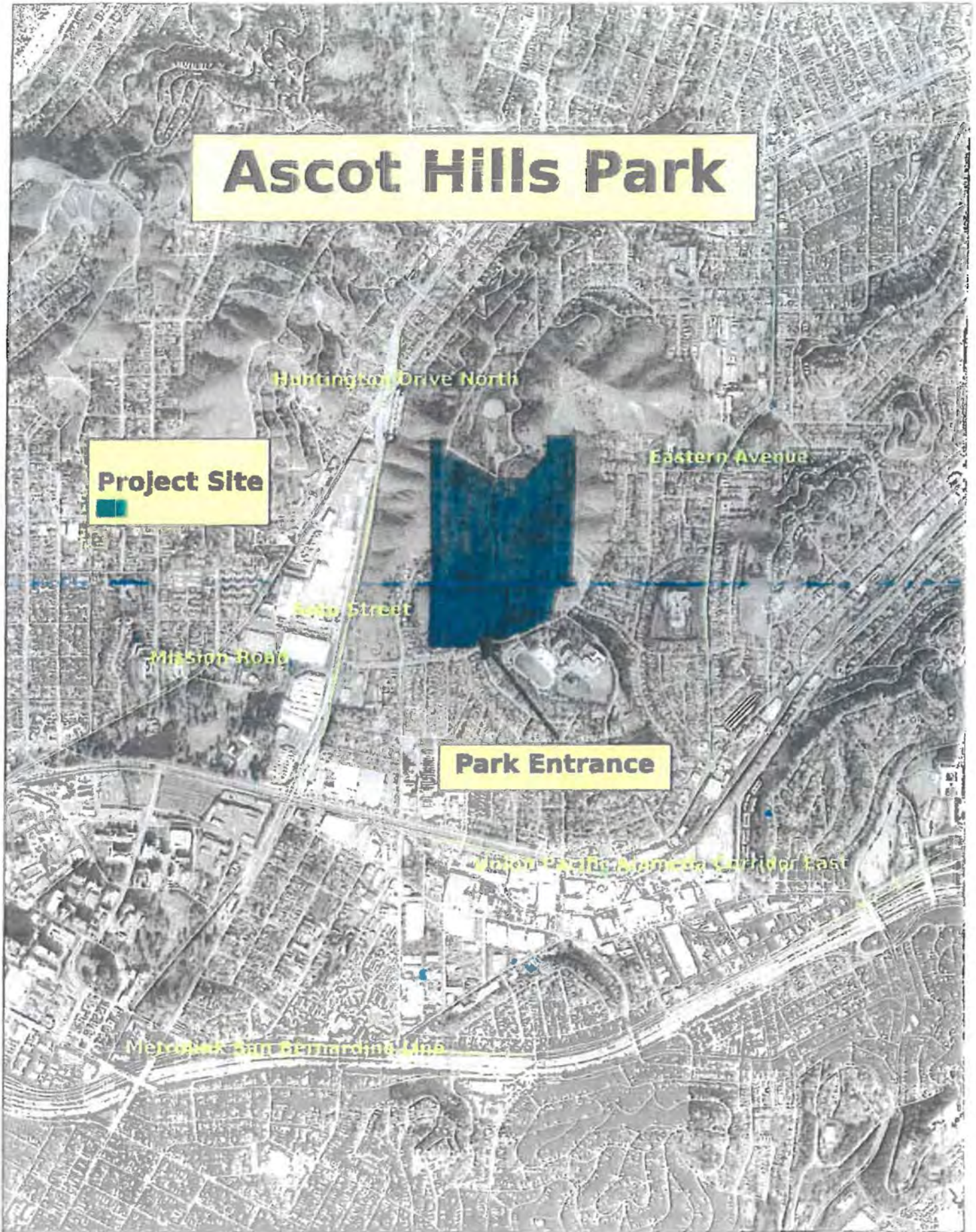
50th Street

Mission Road

**Park Entrance**

Union Pacific America Corridor East

Metrolink San Bernardino Line



THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES (DESIGN STAGE ONLY)

### GENERAL PROJECT DESCRIPTION/SCOPE:

North East Trees (NET), a non-profit urban forestry organization, proposes to help rehabilitate habitat values for native plants and animals within Ascot Hills Park, a LADWP-owned site operated and maintained by the City of Los Angeles' Dept. of Recreation and Parks. The latter manages the Park under a lease agreement now valid through 2037.

Collaboration and communication with nearby residents, the Park's Advisory Board, Hillside Village Homeowners' Association, Wilson High School's Environmental Science program, the Green Team of volunteer stewards and other local stakeholders has been extensive and will continue. The shared vision for Ascot Hills Park is that it be a *nature park* and we view all improvements through this lens, developing them in phases as funding may be obtained.

Utilizing *Urban Greening for Sustainable Communities* program funding, over 500 native trees and large-scale shrubs and over 4,500 native subshrubs, grasses and other perennials will be planted. ALL species chosen are found either in Ascot Hills Park itself or on nearby, natural open-space areas, with the exception of a few (as noted in Planting Schedule) which are native to the coastal- or inland zones of the greater southern California area.

In this next phase of NET's on-going work to enhance Ascot our proposed planting activities are concentrated on the east side of the Park. The most extensive areas of new planting will be coupled with the removal of such targeted invasive plants as Russian Thistle and Castor Bean. If sensitively done, establishing the new native plants can help displace these early-successional species of weedy plants that thrive on disturbance.

All trails shown are existing and the work of this project consists in their repair and associated erosion-control activities. As shown in these plans: water bars will direct and control water flowing across existing roads and trails; small check dams will be installed along existing drainage patterns, to mimic natural creeks. The concept is to slow the rain draining from the hillsides and help it to soak in to the newly-planted areas. Other amenities include three new rest/vista points with seating, plus up to eight interpretive displays associated with these overlooks.

NET has agreed to care for the Project for an establishment period of approximately two years (or through the end of the extended contract in 2020). This extended period of maintenance will include: weeding, replenishment of mulch, training pruning, adjustment of irrigation schedules, removal of stakes and ties and management of volunteer events. Repair of vandalism, including graffiti, theft, or destruction, is not considered regular maintenance. A Memorandum of Agreement has been fully executed (11/13/15) between the City of Los Angeles and NET, to transfer maintenance responsibilities to Recreation and Parks at the close of project.

NOTE: RECREATION AND PARKS STAFF TO APPROVE FINAL LOCATIONS OF ALL NEW TREES AND SITE FEATURES

### SHEET INDEX:

- L.1 Title Sheet: Sheet Index, Project Scope + Location Map
- L.2 General + Construction Specifications (RaP Standard)
- L.3 Planting, Irrigation (RaP Std.) + Project-Specific (NET) Specs.

L.4 Existing Conditions: Civil Survey + Site Plan

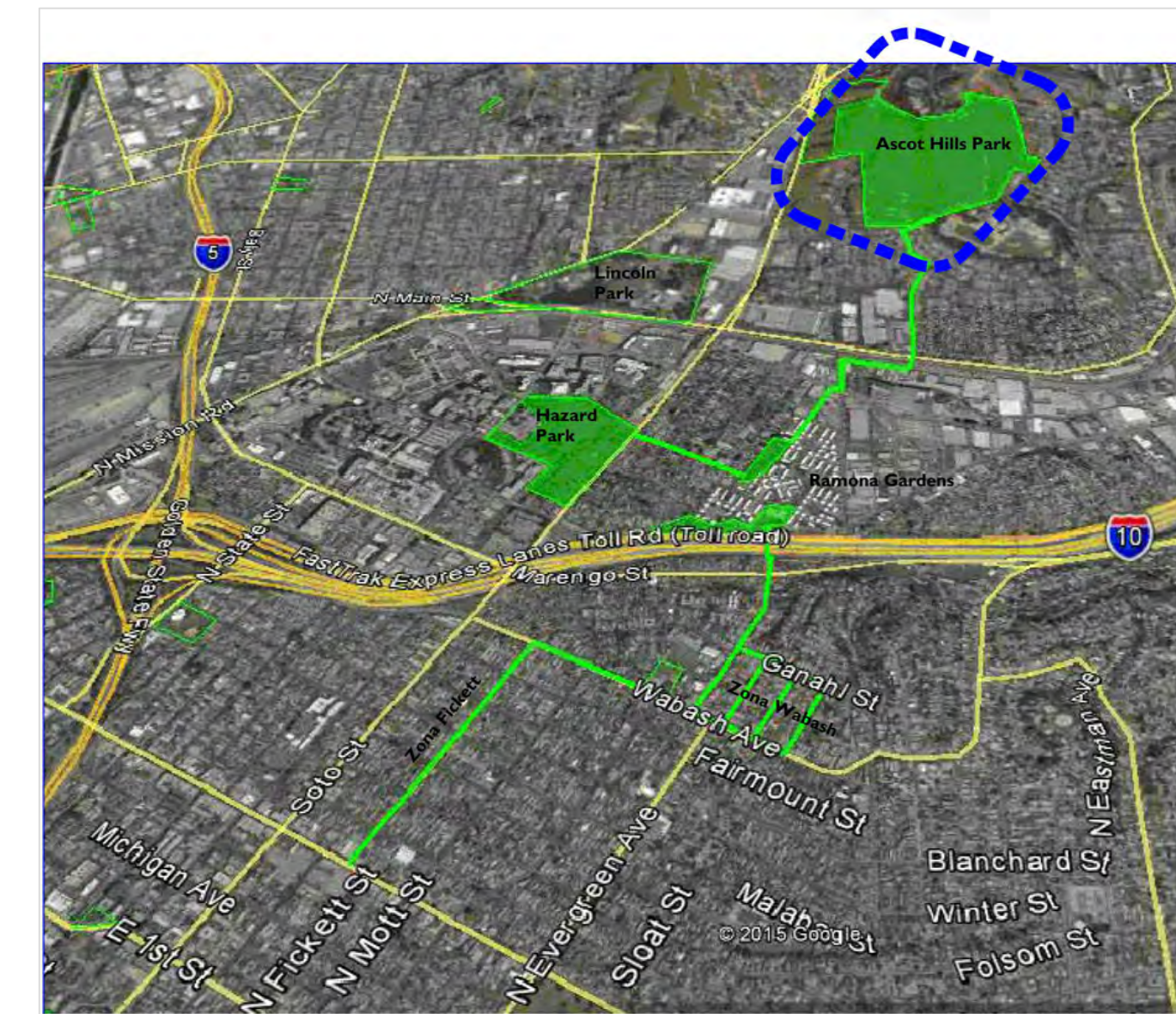
- L.5 Water and -Sediment Management Site Plan, Proposed
- L.6 Water and -Sediment Management Plan, 'South Draw'
- L.7 Water and -Sediment Management Plan, 'North Draw', Plan 1
- L.8 Water and -Sediment Management Plan, 'North Draw', Plan 2
- L.9 Trail + Path Restoration Plan, West Ridge Midslope Path
- L.10 Details: Water and -Sediment Management Interventions

- L.11 Vista Point #1 Construction Plan
- L.11.1 Vista Point #1 Seating
- L.12 Vista Point #2 Construction Plan
- L.13 Vista Point #3 Construction Plan
- L.14 Vista Points' + Other Construction Details

- L.15 Diagrammatic Irrigation Plan: Mainlines + Key Plan
- L.16 Irrigation Schedule, Budget + Staging Area
- L.17 Irrigation Plan, 'South Draw'
- L.18 Irrigation Plan, Above Amphitheatre
- L.19 Irrigation Plan, 'North Draw', Plan 1
- L.20 Irrigation Plan, 'North Draw', Plan 2
- L.21 Irrigation Plan, 'North Draw', Plan 3
- L.22 Irrigation Plan, 'North Draw', Plan 4
- L.23 Irrigation Details (RaP Standard)

- L.24 Overall Planting Plan (Diagrammatic/Key)
- L.25 Planting Plan, 'South Draw'
- L.26 Planting Plan, Above Amphitheatre
- L.27 Planting Plan, 'North Draw', Plan 1
- L.28 Planting Plan, 'North Draw', Plan 2
- L.29 Planting Plan, 'North Draw', Plan 3
- L.30 Planting Plan, 'North Draw', Plan 4
- L.31 Planting Plan, 'North Draw', Plan 5
- L.32 Planting Plan, 'North Draw', Plan 6
- L.33 Planting Plan, Vista Points
- L.34 Planting Details

### LOCATION MAP:



NO.	REVISION DESCRIPTION	DATE	BY

**North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

prepared by:	GEN. MANAGER	DATE
MIKE SHULL	ACCEPTED BY:	DATE
C. SANTO DOMINGO	SUPERINTENDENT	DATE
FOR BOARD OF RECREATION + PARKS		

VERTICAL CONTROL:	11-082822.NGV029.1985.ADJ
HORIZONTAL CONTROL:	N/A
SHEET TITLE:	DRAWN BY: HH
TITLE SHEET: INDEX, PROJECT SCOPE + LOCATION MAP	
PROJECT:	ASCOT HILLS PARK HABITAT + GREENING
ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032

PROJECT ID. No. 1  
 DRAWING NO.  
**L.1**  
 SHEET 1 OF 35 SHEETS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

GENERAL SPECIFICATIONS:

Division 1. General Provisions for the Department of Recreation and Parks; the Standard Specifications for Public Works Construction, hereinafter referred to as SSPWC, latest edition with the current yearly supplements; and the 2002 Edition of the Additions and Amendments to the SSPWC, shall be made a part of these plans. Website: http://eng.lacity.org/techdocs/stdplans/s-600/s61028.pdf. Where conflicts occur between Division 1. General Provisions for the Department of Recreation and Parks and the Standard Specifications for Public Works Construction, Division 1 of the Department of Recreation and Parks shall take precedence. Where conflicts occur between this Notice To Contractors (NTC) and the SSPWC this NTC shall take precedence. Subsections included within this NTC modify or add to the corresponding subsection (by number) of the SSPWC, latest edition with current yearly supplements; where options for materials and/or methods appear in the SSPWC, the option listed hereon shall be used. This improvement consists only of work called for on these plans. The Contractor shall maintain adequate sanitary facilities on the jobsite from the beginning to end of grading operations. Underground structures: the location of existing underground structures, utilities, and pipelines as shown on the plans have been located from the best available records and have not been verified in the field. It shall be the contractor's responsibility to verify the locations of said structures and lines even if not shown on the plans and to take all necessary precautions to prevent damage to the same. Straight grades shall be run between contours and/or spot elevations shown unless otherwise indicated. Should conflicting and/or erroneous information be found on the drawings, the Contractor shall notify the Landscape Architect prior to commencement of work. It shall be the responsibility of the Contractor to provide adequate supports for all excavations where necessary to protect personnel and property from any damage that might occur as a result of the collapse of excavation. The Contractor shall maintain current Cal OSHA permits as required and a copy of said permit shall be posted at the project. The Contractor shall provide access control for pedestrians and vehicles for entire project from the beginning to end of grading operations. The Contractor shall keep the construction area sufficiently dampened to control dust caused by grading and construction. Contractor shall, at all times, provide reasonable control of dust caused by wind. The Contractor shall control noise resulting from repair of heavy equipment after normal working hours by locating such activities as far as practicable from adjacent inhabited areas and so that such activities do not constitute a public nuisance or disturb the peace. Heavy equipment shall be kept in good operating condition and muffled as required by law.

PLANS AND SPECIFICATIONS

The Contractor/RAP Staff shall be responsible for:

To get the necessary approval, sign offs and authorization from the project landscape architect, as indicated on the plans, prior to proceeding to the next project phase. All approvals and submittals shall be transmitted to the Recreation and Parks Advance Planning project landscape architect.

\*\* Indicates required field inspections with the Department of Recreation and Parks Project Landscape Architect. Notify all party's three (3) days prior to the required inspection.

SCHEDULE OF WORK

The Contractor/Rap Construction staff shall submit a Schedule of Work for approval to the Department of Recreation and Parks Project Landscape Architect prior to the commencement of work. The Contractor/Rap Construction staff shall schedule all work on weekdays (excluding Saturday, Sunday and City holidays) between the hours of 7:00 a.m. and 4:00 p.m. The work area shall be as defined on the Title Sheet, or as indicated on the Plans by means of a contract limit line.

INSPECTIONS

All work and materials are subject to inspection and approval by Department of Recreation and Parks Project Landscape Architect. Any work done without proper inspection will be subject to rejection. The Contractor/RAP staff shall notify the Project Landscape Architect (3) days prior to inspection of the following for approval:

- 1.ROUGH GRADING: (Note: no grading this project; planting-only) When forms have been set, to approve alignment. Offsets or vertical controls shall be verifiable in the field, or be provided in grade sheet form, and submitted to the Department of Recreation and Parks for approval prior to the inspection.
2.FINISH GRADE REVIEW: For all finish grades in planting areas following rolling and prior to turf or landscape planting.
3.PRE-FINAL INSPECTION (refer also to Section 42 of Division 1, General Provisions): A minimum of two weeks before the Final Inspection, Recreation and Parks shall hold a Pre-final Inspection. The Pre-Final Inspection shall be attended by the Department of Recreation and Parks, the Contractor, and invited parties associated with the Project. At this time, a list of items requiring correction or completion before the Final Inspection will be compiled. The following items shall be delivered to the appropriate Department of Recreation and Parks personnel: manufacturers' data, manuals, operating instructions, and keys, as required in Section 38 of Division 1, General Provisions.
4.CONTRACT FINAL INSPECTION (refer also to Section 43 of Division 1, General Provisions): Approximately seven (7) days prior to completion of the Work, the Contractor shall first notify the Department of Recreation and Parks Project Landscape Architect that he desires a Final Inspection of the Project. During this inspection, the Inspector, the Project Landscape Architect, the Contractor/RAP construction staff and other parties concerned only with the contractual requirements of the Work will compile a Final Inspection Correction List, incorporating all items of work and corrections required to complete the Project. This list must be completed with thirty (30) days of the Final Inspection, or a new Final Inspection and Correction List shall be required.

MATERIALS SUBMITTAL

The Contractor shall submit a minimum of six copies of the Materials List to the Department of Recreation and Parks project landscape architect within ten days of receiving the Notice to Proceed. All submittals shall be sent to the Department of Recreation and Parks Project Landscape Architect at the same time as one submittal package. Any materials substituted for originally specified materials that have been rejected by Recreation and Parks shall have an alternate item resubmitted for approval within one week of the Contractor receiving the notice of rejection.

RECORD DRAWINGS (AS-BUILTS) SUBMITTALS

Record drawings shall reflect any changes made to the plans or specifications during the progress of the work as a result of addenda, change orders or adjustments due to field conditions or plan clarification. They shall also indicate any additional information discovered during the progress of construction that was not a part of the contract documents. All deviations from the specified depth at which materials are constructed shall be shown on the record drawings. Record all appropriate as-built information on the record drawings in red ink. As-built information shall include but not be limited to drain lines, valve locations, mainline locations and mainline wire installed separately from mainline. The record of each trade shall be made on the plan sheets for each trade as provided in the original plan set. The Contractor/RAP Construction Staff shall be responsible for coordinating all sub-Contractors work and shall produce a complete record of all installations, which shall be kept on the job site and updated daily during construction. At the completion of the Work and prior to final inspection, the Contractor shall submit signed 'as-built' blue-line prints to the Department of Recreation and Parks at the Operational Final Inspection, prior to the City's acceptance of the Contract Work. (per Section 39 of Division 1 of the General Provisions).

DEPARTMENT OF PUBLIC WORKS STANDARD PLANS

The following Department of Public Works Standard Plans are to be included as a part of these plans: (If needed for work within ROW and any 'A' or 'B' permit work)

SSPWC
2002 Edition of the Additions and Amendments to the SSPWC
website: http://eng.lacity.org/techdocs/stdplans/s-600/s61028.pdf

LAYOUT OF WORK, GRADE SHEET APPROVAL (Note: No grading this project; planting-only)

Grade stakes shall be a minimum size of 1" x 2" and shall be driven a minimum of 12" into ground; each grade stake shall be protected by a flagged lath projecting 24" above ground; grade stakes distributed by on-site activities shall be reset by the Surveyor. If specified on the plan the Contractor shall have his surveyor provide grade sheets. The grade sheets shall be submitted to the Department of Recreation and Parks for approval one week in advance of any grading operations.

UNDERGROUND SUBSTRUCTURES

The survey plans provided to the Contractor will show existing on-site underground substructures to the extent of the Department's records. Service lines from other public utilities, including the Department of Water and Power shall be located by notifying UNDERGROUND SERVICE ALERT at 1 - (800) 422-4133 OR DIG ALERT AT 1-800-227-2600 prior to commencing any excavation.

TREE PROTECTION - EXISTING TREES

All trees to remain in place shall be protected using the following guidelines:

- 1.No equipment is to be parked or operated under a tree. No materials shall be stored under a tree. Do not compact soil within the drip line of the tree.
2.All work shall be in accordance with the City of Los Angeles Oak Tree Ordinance.
3.No chemical herbicides are to be used within 100 feet of the tree's drip line.
4.Do not nail grade stakes or anything else to trees.
5.Any approved pruning shall be authorized by the Department of Recreation and Parks and done by a qualified Arborist.
6.No roots over two (2) inches in diameter are to be cut during the course of construction without the approval of the Department of Recreation and Parks
7.No Irrigation trenching shall pass closer than eight (8) feet of the base of any tree.
8.If any contractor is unsure of a tree to remain in place or to be removed they are to contact the Department of Recreation and Parks immediately and prior to taking any action.
9.See plans for Oak Tree guidelines if applicable.

CONSTRUCTION SPECIFICATIONS:

1. GENERAL EARTHWORK

METHODS

The Grading Plan when approved shall be on the job at all times. (Not applicable this project; no grading proposed beyond that required for planting)
All grades between contours and/or spot elevations shall be assumed to be straight grades. There shall be no localized depressions or humps. (308-2.1).
The Contractor shall verify all grades and amounts of cut and fill before commencing work. (No cut or fill this project, planting-only)
Protect existing trees to remain during all construction.
Minimum compaction of earthwork shall be 90% relative compaction unless noted otherwise. (Planting areas are not to be compacted)
Earthwork areas which exhibit insufficient densification shall be subject to compaction tests as requested by the Department of Recreation and Parks. All such compaction tests shall be at the expense of the Contractor.
The contractor shall be responsible for removal and disposal of all excess soil and debris from the work area. (300-1.3.1, 300-2.6 ). No soil or debris shall be disposed of on Recreation and Parks Property without the permission of the Department of Recreation and Parks.
The Contractor shall conform to Section 7-8.1 of the SSPWC latest edition with the current yearly supplements for clean up and dust control. Ground water conditions encountered during the course of the work shall be brought to the attention of the Project Landscape Architect.

If any grading operation covered by this section shall extend into or through, or shall be commenced during the period of October 15 to April 15, the contractor/RAP STAFF shall be required to submit plans of the temporary erosion control methods and devices to the Department of Recreation and Parks for approval prior to use in connection with the grading operations to be performed during that period. Said plans shall be submitted to the Landscape Architect.

2. CONCRETE

All concrete construction shall be as specified in this Section unless specified otherwise in this Notice to Contractors.

MATERIALS

BASE MATERIAL
Base material for Portland Cement concrete shall be (CMB) crushed miscellaneous base. (200-2.4).

CONCRETE SPECIFIED BY CLASS

Placed concrete shall be class 520-C-2500, maximum 4 inch slump. Pumped concrete shall be class 560-E-2500, maximum 6 inch slump. A complete delivery receipt shall be required for each truckload of concrete delivered. The receipt shall be given to the Department of Recreation and Parks. (201-1.1.2).

PORTLAND CEMENT

All cement shall be Type II, low alkali Portland cement conforming to ASTM C150 (201-1.2).

AGGREGATES

The aggregates for all concrete construction shall be fractured face aggregates obtained from a quarry in the San Gabriel River drainage area only and shall be certified non-reactive by an approved testing laboratory as approved by the Bureau of Contract Administration. (201-1.2.2).

COMBINED AGGREGATE GRADINGS

Combined aggregate gradings for Portland Cement shall be as specified under this section. (201-1.3.3).

EXPANSION JOINTS

When specified, expansion joints shall use a 3/8 inch thick asphalt impregnated felt expansion joint.

JOINT URETHANE SEALANT

When specified, expansion joint material shall be urethane elastomeric sealant for concrete pavement shall be Lithoseal Trafficalk-G3 by L. M. Scofield Company, or an approved equal. (201-3). Color to match concrete.

EXPANSION JOINT PREMOLDED ASPHALTIC JOINT MATERIAL

When specified, expansion joint material shall be 1/4 inch thick asphaltic joint material as manufactured by Sealtight Co., or an approved equal. (201-3).

DOWELS (EXPANSION AND END-OF-POUR JOINTS)

When specified, dowels shall be grade 40 or grade 60 billet steel. (201-2.2).

END OF POUR JOINTS

When specified, end of pour joints shall be 1/4 inch thick asphaltic joint material as manufactured by Sealtight Co., or an approved equal. (201-3).

COLORED CONCRETE ADMIXTURES

When specified, admixtures for colored concrete shall be Lithochrome Color Hardener by L.M. Scofield Company (800) 800-9900, or Davis Mix-in Colors for concrete by Davis Colors. (800) 800-6856, or an approved equal. 2'X2' Samples to be poured for each color specified on the plan for approval by the project landscape architect.

METHODS

SUBGRADE AND BASE PREPARATION AND COMPACTION

Subgrade under all concrete shall be prepared and compacted in accordance with this section (301-1.). Minimum subgrade and base compaction shall be 90% relative compaction.

EXPANSION JOINTS (Not used this project)

Shall be placed against previously constructed concrete structures or as indicated in the plans (303-5.4.2) and per Recreation and Parks Detail 300 series.

CONCRETE SURFACE FINISHING (Not used this project)

Concrete walks, pads shall have a medium sand blast finish/med wash finish, unless otherwise noted on the plans. The Contractor shall prepare a minimum two (2) foot by two (2) foot sample for approval by the Project Landscape Architect before any concrete is placed. (303-5.5.3). Any sidewalk in the public street right of way constructed as a portion of this contract shall be finished as directed by the Department of Recreation and Parks and shall meet all the standards as per the SSPWC and LACBC requirements

3. DISINTEGRATED GRANITE AND SOIL STABILIZERS

MATERIALS

DISINTEGRATED GRANITE

Disintegrated granite shall be referred to by the abbreviation (D.G.), or referred to as a decomposed granite. All disintegrated granite shall conform to the following grading requirements:

Table with 4 columns: Sieve Designation, % Passing, Sieve Designation, %Passing. Rows include 3/8 inch, No. 4, No. 8, No. 16 and their respective passing percentages.

The portion of D.G retained on the no. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77. The portion passing a No. 40 sieve shall have a maximum liquid limit of 25 and maximum plasticity index of 7 as determined by AASHTO T89-81 and AASHTO T90-81, respectively. Crushed aggregate screenings shall be free from clay lumps, vegetative matter and deleterious material.

METHODS

SUBGRADE AND BASE PREPARATION

Subgrade and base under all disintegrated granite shall be 85% relative compaction. Disintegrated granite shall be treated with stabilizer, placed in 1" lifts and mechanically compacted between each lift.

SOIL STABILIZER

The stabilizer shall be a non-toxic, colorless, odorless, organic powder that binds D.G. screenings. The stabilizer shall be manufactured by Stabilizer Inc., (800) 336-2468, or an approved equal.

4. STRUCTURAL CONCRETE AND MASONRY (Not used this project)

All work shall conform to the latest edition, L.A. City Building Code (LACBC) in addition to the SSPWC; the LACBC shall take precedence where conflicts occur with the SSPWC.

5. MISCELLANEOUS METAL CONSTRUCTION

MATERIALS

STEEL SHAPES

All structural steel shapes shall be as specified in the applicable detail.

TUBULAR STEEL SHAPES Cold formed shapes for tubular sign mounts shall conform to ASTM A 500, Grade B, in the size and wall thickness as per manufacturers' installation guidelines. (Steel fencing not used this project)

TUBULAR STEEL WELDING

Shall conform to the AWS code for procedures, appearance and quality. All welds shall be ground smooth. All fabricated metal elements shall be shop assembled and welded.

CONSTRUCTION SPECIFICATIONS (cont.):

5. MISCELLANEOUS METAL CONSTRUCTION (cont.)

MATERIALS (cont.)

PAINTING (Tubular steel supports when required: steel fencing not used this project)

1. UTMERIAL WURXCH VI UF gHY'Y'Ya Ybng g'U'VY'Y'Ya dHXZca h kgYei fYa Ybif 5' chYf g'cd ZMfWURXCH VI UF gHY'jd dclfg f h cgy Wbngf WXXcb gHY'g'U'VY' dUjHXZb UMWfXUW k Jh h YfYe fYa Ybng z'f dUjHb f 1: Yfci g'AYU'fbcbl Uj Uj hXZ. G fZAWg' VY'ck h Y'k c Zb lg' WUg g'U'VY'VUW 1 b Ygg ch Yk lg' gYWXX

METHODS

TUBULAR STEEL PAINTING

Prior to priming and painting, all steel shall be made free of loose mill scale, rust, oil and grease. Welds shall be smoothed by grinding. 8.Ua Uj Ye fZAWmerl WURXCH VI UF gHY'Y'Ya Ybng g'U'VY' fYdUjYX UZAY fbgU'Uqcb VngUjXb f XLa Uj YX dUjHb fZAWg'UbX Vm applying one coat of manufacturer specified primer and two new coats of specified color coat.

6. PAINTING

MATERIALS

Paint systems, catalog names, and product numbers listed below are based on products of Dunn-Edwards Corporation. This shall be considered the standard of quality against which the Department of Recreation and Parks will judge equivalency. Equivalent materials from alternate manufacturers will be considered as an approved equal. Contractor's material submittal for proposed alternate must include complete material specifications from manufacturer. Paint systems described below are for specific surfaces as indicated. In addition to the information provided herein, paint materials shall also be governed by the requirements set forth in section 210-1 of the SSPWC.

Ferrous Metal Tubular Shapes (Non-Galvanized), Semi-Gloss. Table with columns: Painting Sequence, Finishing Schedule, Recoat And Drying Time, Coverage At Required Wet Film Thickness, Required Wet Film/Dry Film Thickness. Includes sections for Non ferrous metals (Galvanized steel, Aluminum, Cor-Ten® Steel), Semi-Gloss and Primers, Sealer, and Undercoaters.



Revision table with columns: NO., REVISION DESCRIPTION, DATE, BY.

North East Trees logo and contact information: 570 West Avenue 26, Los Angeles, CA 90065, phone: 323.441.8634, fax: 323.441.8618, info@northeasttrees.org.

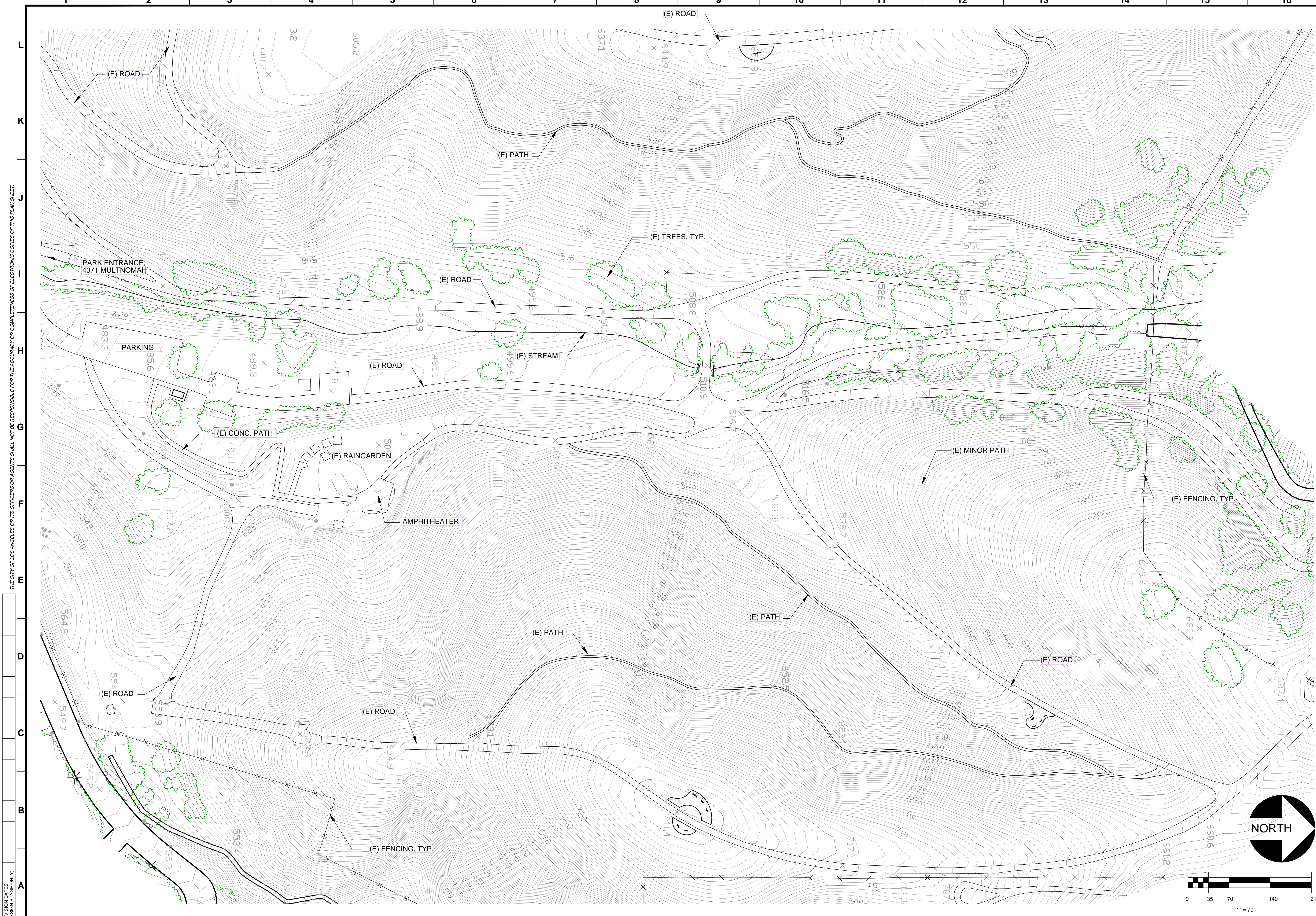
Department of Recreation and Parks prepared by: MIKE SHULL, GEN. MANAGER, ACCEPTED BY: C. SANTO DOMINGO, SUPERINTENDENT, DATE.

Vertical control information: VERTICAL CONTROL: 11-09298, NGV029, 1986, ADJ; HORIZONTAL CONTROL: N/A; DRAWN BY: HH; PROJECT: GENERAL + CONSTRUCTION SPECIFICATIONS (RAP STANDARD); ADDRESS: A SCOT HILLS PARK HABITAT + GREENING; 4371 MULTNOMAH AVE., LOS ANGELES, 90032.

PROJECT ID. No. --; DRAWING NO. L.2; SHEET 2 OF 35 SHEETS.

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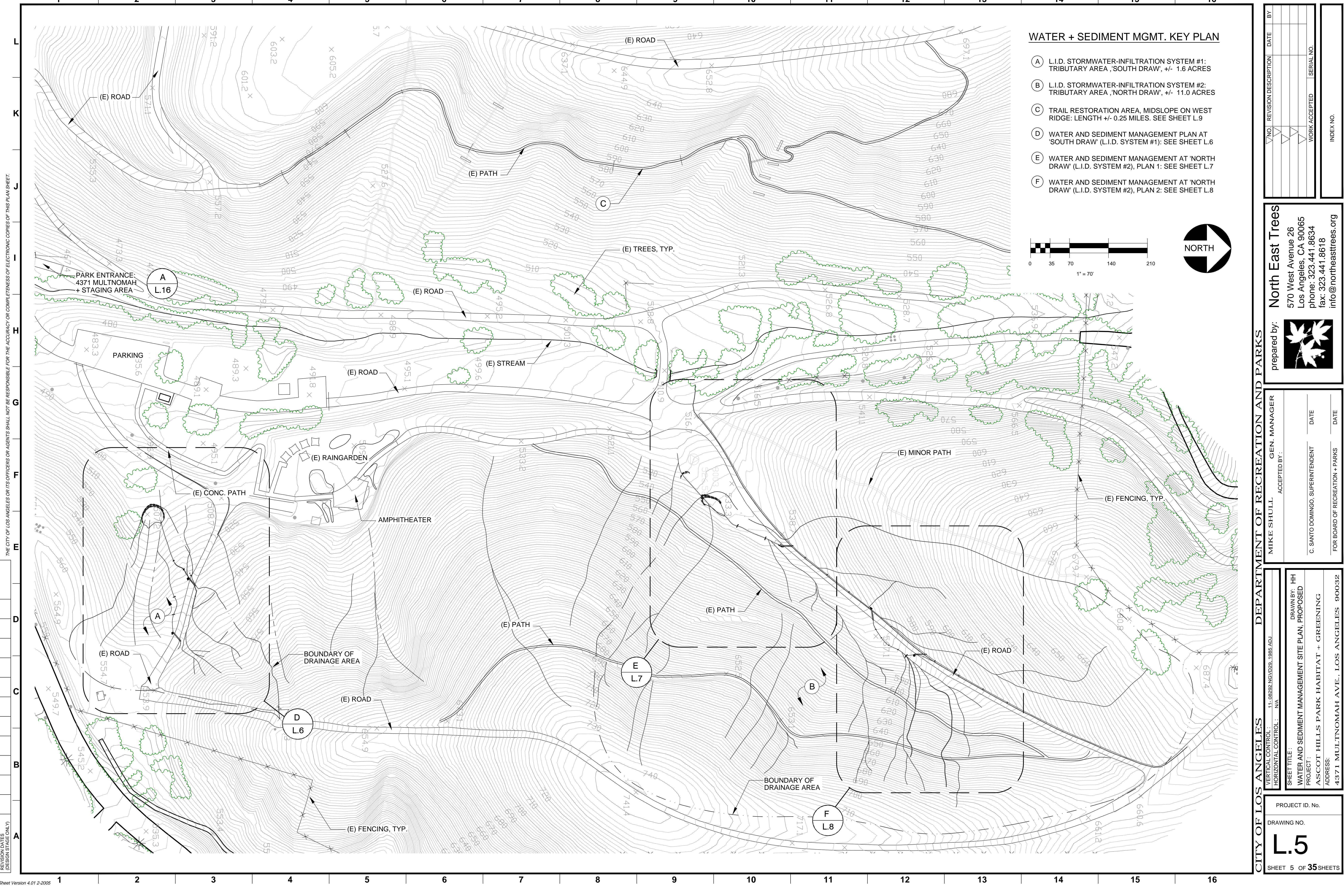
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 Los Angeles, CA 90065  
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MIKE SHULL	GEN. MANAGER		
ACCEPTED BY:			
C. SANTO DOMINGO, SUPERINTENDENT			
FOR BOARD OF RECREATION + PARKS			

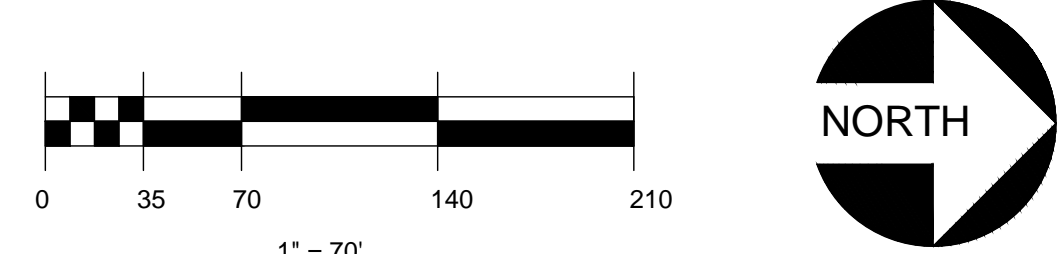
CITY OF LOS ANGELES	11-00292 (NG 0720-1985 AD)
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	PROJECT: ASCOT HILLS PARK HABITAT + GREENING
	ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032

PROJECT ID. No.	
DRAWING NO.	<b>L.4</b>
SHEET 4 OF 35 SHEETS	



**WATER + SEDIMENT MGMT. KEY PLAN**

- (A) L.I.D. STORMWATER-INFILTRATION SYSTEM #1: TRIBUTARY AREA 'SOUTH DRAW', +/- 1.6 ACRES
- (B) L.I.D. STORMWATER-INFILTRATION SYSTEM #2: TRIBUTARY AREA 'NORTH DRAW', +/- 11.0 ACRES
- (C) TRAIL RESTORATION AREA, MIDSLOPE ON WEST RIDGE: LENGTH +/- 0.25 MILES. SEE SHEET L.9
- (D) WATER AND SEDIMENT MANAGEMENT PLAN AT 'SOUTH DRAW' (L.I.D. SYSTEM #1): SEE SHEET L.6
- (E) WATER AND SEDIMENT MANAGEMENT AT 'NORTH DRAW' (L.I.D. SYSTEM #2), PLAN 1: SEE SHEET L.7
- (F) WATER AND SEDIMENT MANAGEMENT AT 'NORTH DRAW' (L.I.D. SYSTEM #2), PLAN 2: SEE SHEET L.8



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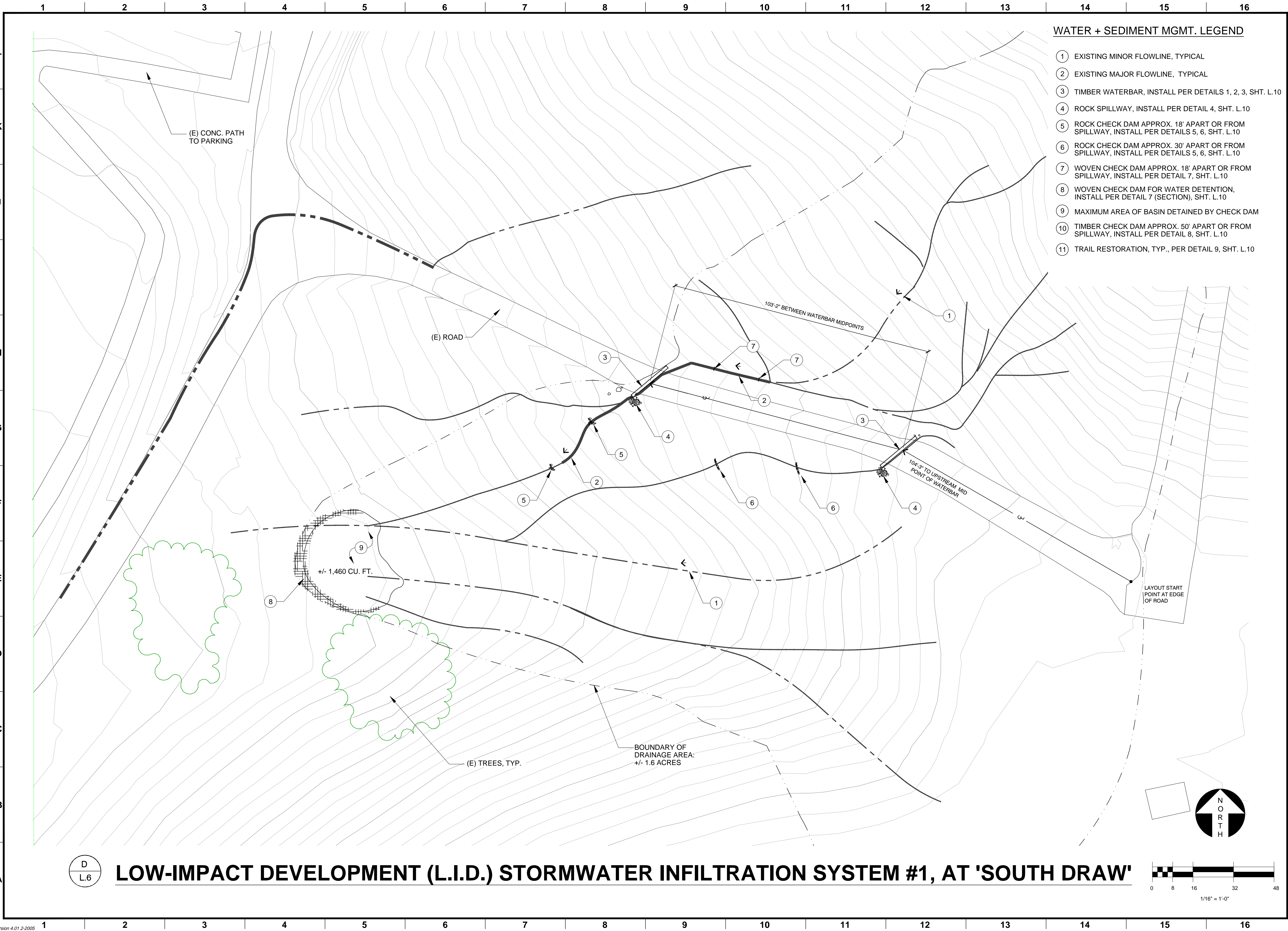
MIKE SHULL	GEN. MANAGER	ACCEPTED BY:	DATE
C. SANTO DOMINGO	SUPERINTENDENT	FOR BOARD OF RECREATION + PARKS	DATE

VERTICAL CONTROL: 11-08282-NGV028, 1985.ADJ	HORIZONTAL CONTROL: N/A
SHEET TITLE: WATER AND SEDIMENT MANAGEMENT SITE PLAN, PROPOSED	
PROJECT: ASCOT HILLS PARK HABITAT + GREENING	
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES, 90032	

PROJECT ID. No.
DRAWING NO.
<b>L.5</b>
SHEET 5 OF 35 SHEETS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

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- WATER + SEDIMENT MGMT. LEGEND**
- ① EXISTING MINOR FLOWLINE, TYPICAL
  - ② EXISTING MAJOR FLOWLINE, TYPICAL
  - ③ TIMBER WATERBAR, INSTALL PER DETAILS 1, 2, 3, SHT. L.10
  - ④ ROCK SPILLWAY, INSTALL PER DETAIL 4, SHT. L.10
  - ⑤ ROCK CHECK DAM APPROX. 18' APART OR FROM SPILLWAY, INSTALL PER DETAILS 5, 6, SHT. L.10
  - ⑥ ROCK CHECK DAM APPROX. 30' APART OR FROM SPILLWAY, INSTALL PER DETAILS 5, 6, SHT. L.10
  - ⑦ WOVEN CHECK DAM APPROX. 18' APART OR FROM SPILLWAY, INSTALL PER DETAIL 7, SHT. L.10
  - ⑧ WOVEN CHECK DAM FOR WATER DETENTION, INSTALL PER DETAIL 7 (SECTION), SHT. L.10
  - ⑨ MAXIMUM AREA OF BASIN DETAINED BY CHECK DAM
  - ⑩ TIMBER CHECK DAM APPROX. 50' APART OR FROM SPILLWAY, INSTALL PER DETAIL 8, SHT. L.10
  - ⑪ TRAIL RESTORATION, TYP., PER DETAIL 9, SHT. L.10

NO.	REVISION DESCRIPTION	DATE	BY

WORK ACCEPTED	SERIAL NO.

INDEX NO.

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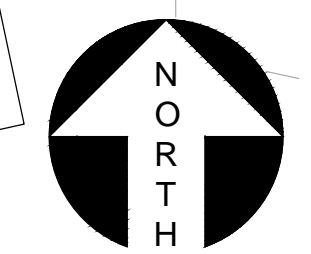
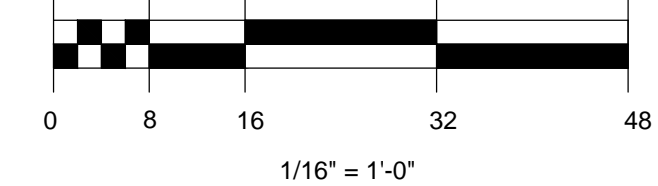
DEPARTMENT OF RECREATION AND PARKS  
 prepared by: **MIKE SHULL** GEN. MANAGER  
 ACCEPTED BY: **C. SANTO DOMINGO** SUPERINTENDENT  
 FOR BOARD OF RECREATION + PARKS

CITY OF LOS ANGELES  
 VERTICAL CONTROL: 11-08282 NGS/D26-1885 ADJ  
 HORIZONTAL CONTROL: N/A  
 SHEET TITLE: **WATER AND SEDIMENT MANAGEMENT SITE PLAN, SOUTH DRAW**  
 DRAWN BY: **HH**  
 PROJECT: **ASCOT HILLS PARK HABITAT + GREENING**  
 ADDRESS: **4371 MULTNOMAH AVE., LOS ANGELES 90032**

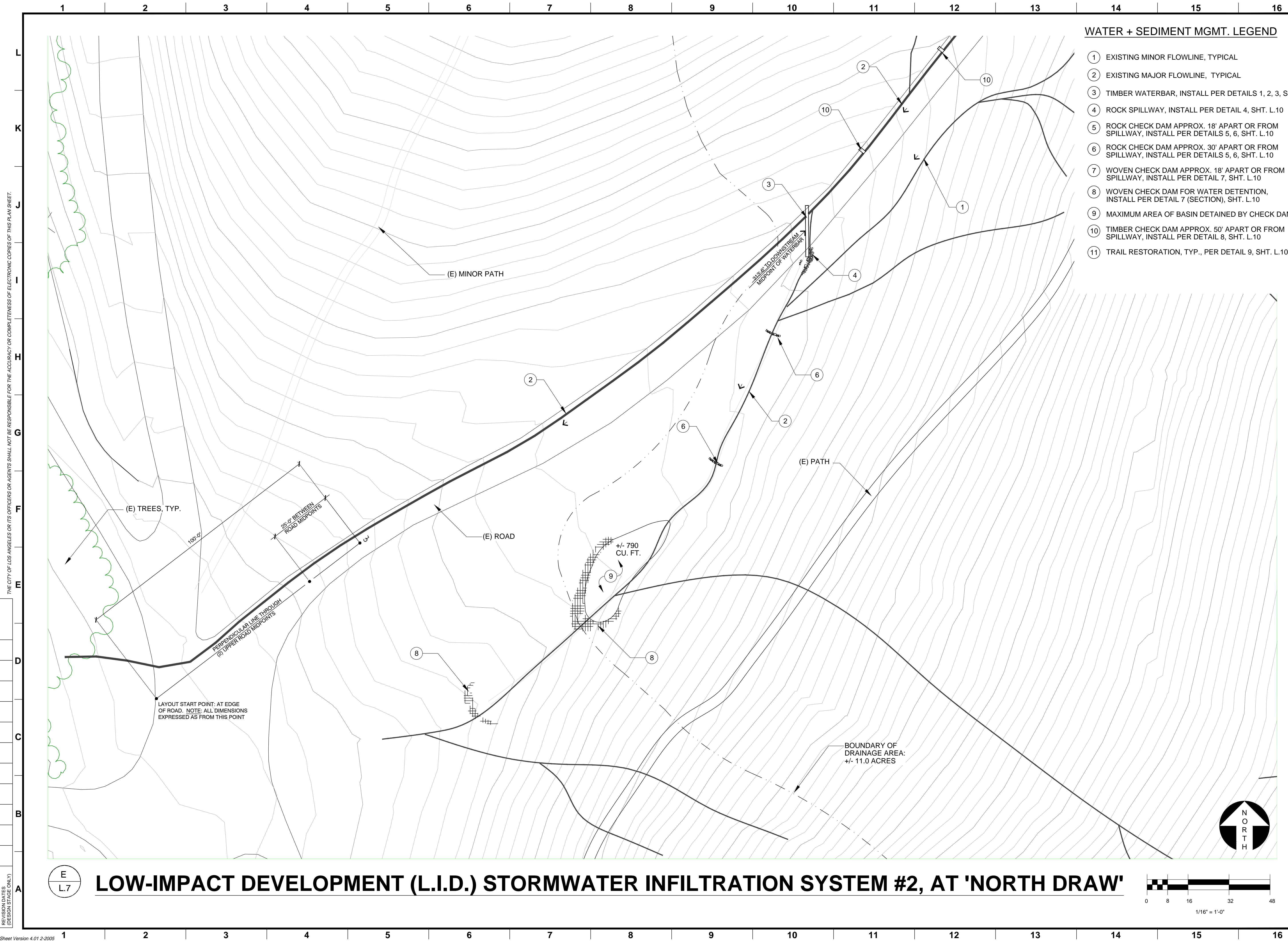
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 DRAWING NO. **L.6**  
 SHEET 6 OF 35 SHEETS

**LOW-IMPACT DEVELOPMENT (L.I.D.) STORMWATER INFILTRATION SYSTEM #1, AT 'SOUTH DRAW'**

D  
L.6







**WATER + SEDIMENT MGMT. LEGEND**

- ① EXISTING MINOR FLOWLINE, TYPICAL
- ② EXISTING MAJOR FLOWLINE, TYPICAL
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- ⑤ ROCK CHECK DAM APPROX. 18' APART OR FROM SPILLWAY, INSTALL PER DETAILS 5, 6, SHT. L.10
- ⑥ ROCK CHECK DAM APPROX. 30' APART OR FROM SPILLWAY, INSTALL PER DETAILS 5, 6, SHT. L.10
- ⑦ WOVEN CHECK DAM APPROX. 18' APART OR FROM SPILLWAY, INSTALL PER DETAIL 7, SHT. L.10
- ⑧ WOVEN CHECK DAM FOR WATER DETENTION, INSTALL PER DETAIL 7 (SECTION), SHT. L.10
- ⑨ MAXIMUM AREA OF BASIN DETAINED BY CHECK DAM
- ⑩ TIMBER CHECK DAM APPROX. 50' APART OR FROM SPILLWAY, INSTALL PER DETAIL 8, SHT. L.10
- ⑪ TRAIL RESTORATION, TYP., PER DETAIL 9, SHT. L.10

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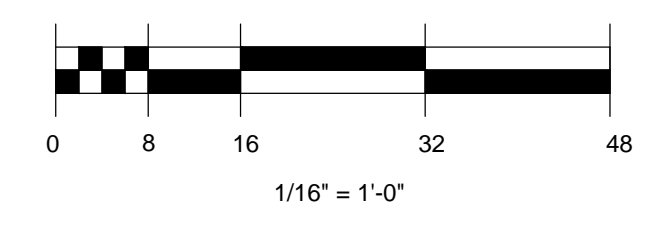
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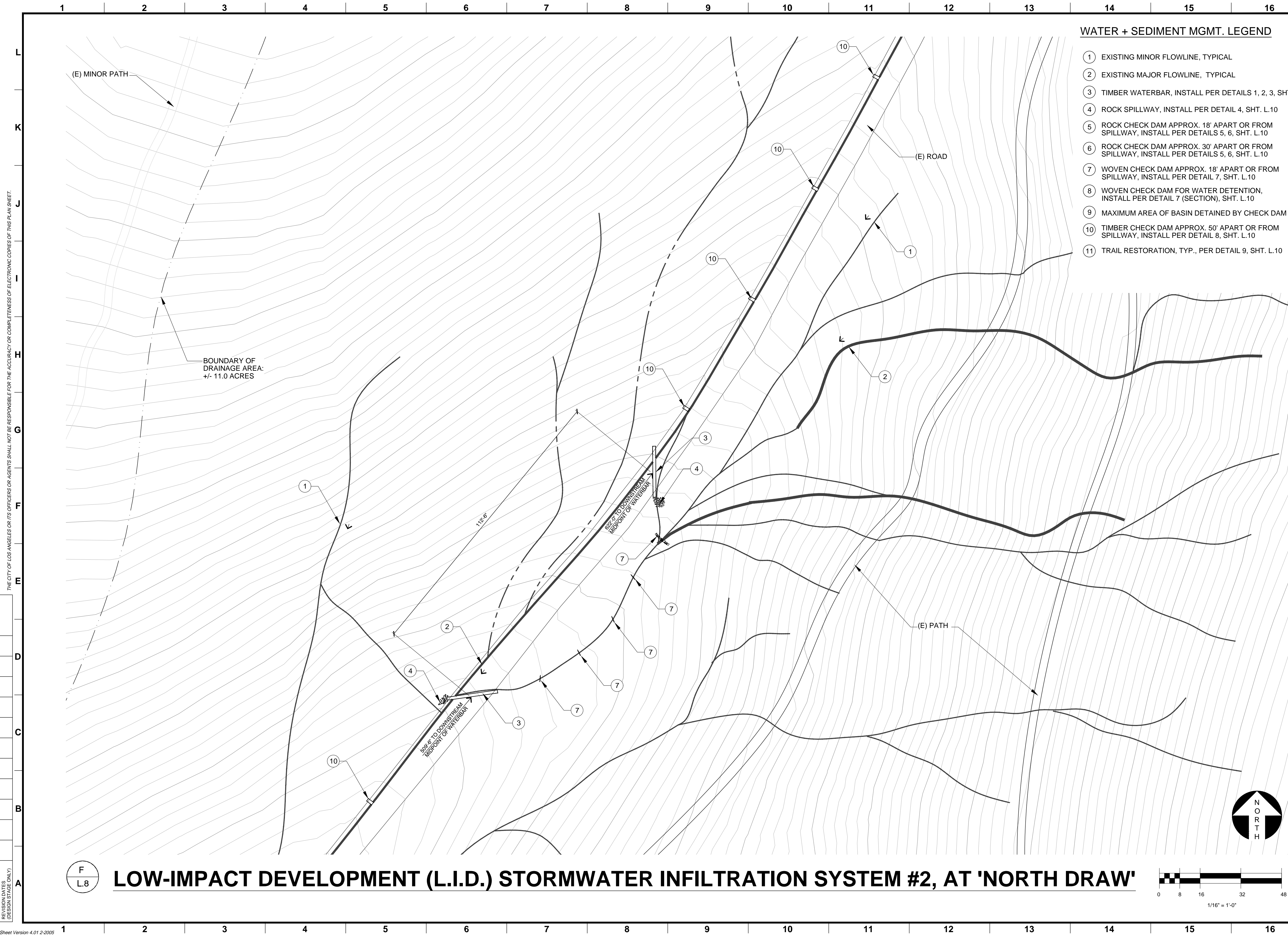
MIKE SHULL	GEN. MANAGER	ACCEPTED BY:	DATE
C. SANTO DOMINGO	SUPERINTENDENT		DATE
FOR BOARD OF RECREATION + PARKS			DATE

VERTICAL CONTROL: 11-08292 NGVD83-1985 ADJ	
HORIZONTAL CONTROL: N/A	
SHEET TITLE: WATER AND SEDIMENT MANAGEMENT, NORTH DRAW PLAN 1	DRAWN BY: HH
PROJECT: ASCOT HILLS PARK HABITAT + GREENING	
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032	

PROJECT ID No.	
DRAWING NO.	<b>L.7</b>
SHEET 7 OF 35 SHEETS	

**LOW-IMPACT DEVELOPMENT (L.I.D.) STORMWATER INFILTRATION SYSTEM #2, AT 'NORTH DRAW'**





**WATER + SEDIMENT MGMT. LEGEND**

- ① EXISTING MINOR FLOWLINE, TYPICAL
- ② EXISTING MAJOR FLOWLINE, TYPICAL
- ③ TIMBER WATERBAR, INSTALL PER DETAILS 1, 2, 3, SHT. L.10
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- ⑦ WOVEN CHECK DAM APPROX. 18' APART OR FROM SPILLWAY, INSTALL PER DETAIL 7, SHT. L.10
- ⑧ WOVEN CHECK DAM FOR WATER DETENTION, INSTALL PER DETAIL 7 (SECTION), SHT. L.10
- ⑨ MAXIMUM AREA OF BASIN DETAINED BY CHECK DAM
- ⑩ TIMBER CHECK DAM APPROX. 50' APART OR FROM SPILLWAY, INSTALL PER DETAIL 8, SHT. L.10
- ⑪ TRAIL RESTORATION, TYP., PER DETAIL 9, SHT. L.10

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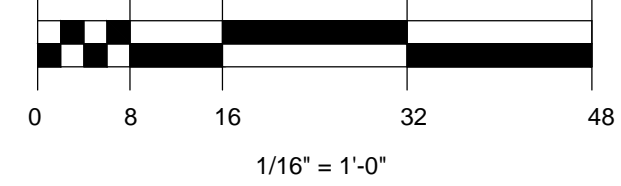
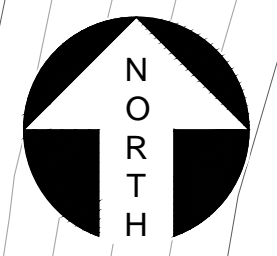
MIKE SHULI	GEN. MANAGER		
ACCEPTED BY:			
C. SANTO DOMINGO	SUPERINTENDENT		
	FOR BOARD OF RECREATION + PARKS		

VERTICAL CONTROL:	11-08292.NGV/D99-1985.ADJ
HORIZONTAL CONTROL:	N/A
SHEET TITLE:	WATER AND SEDIMENT MANAGEMENT, NORTH DRAW PLAN 2
PROJECT:	ASCOTT HILLS PARK HABITAT + GREENING
ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032

PROJECT ID. No. **L.8**

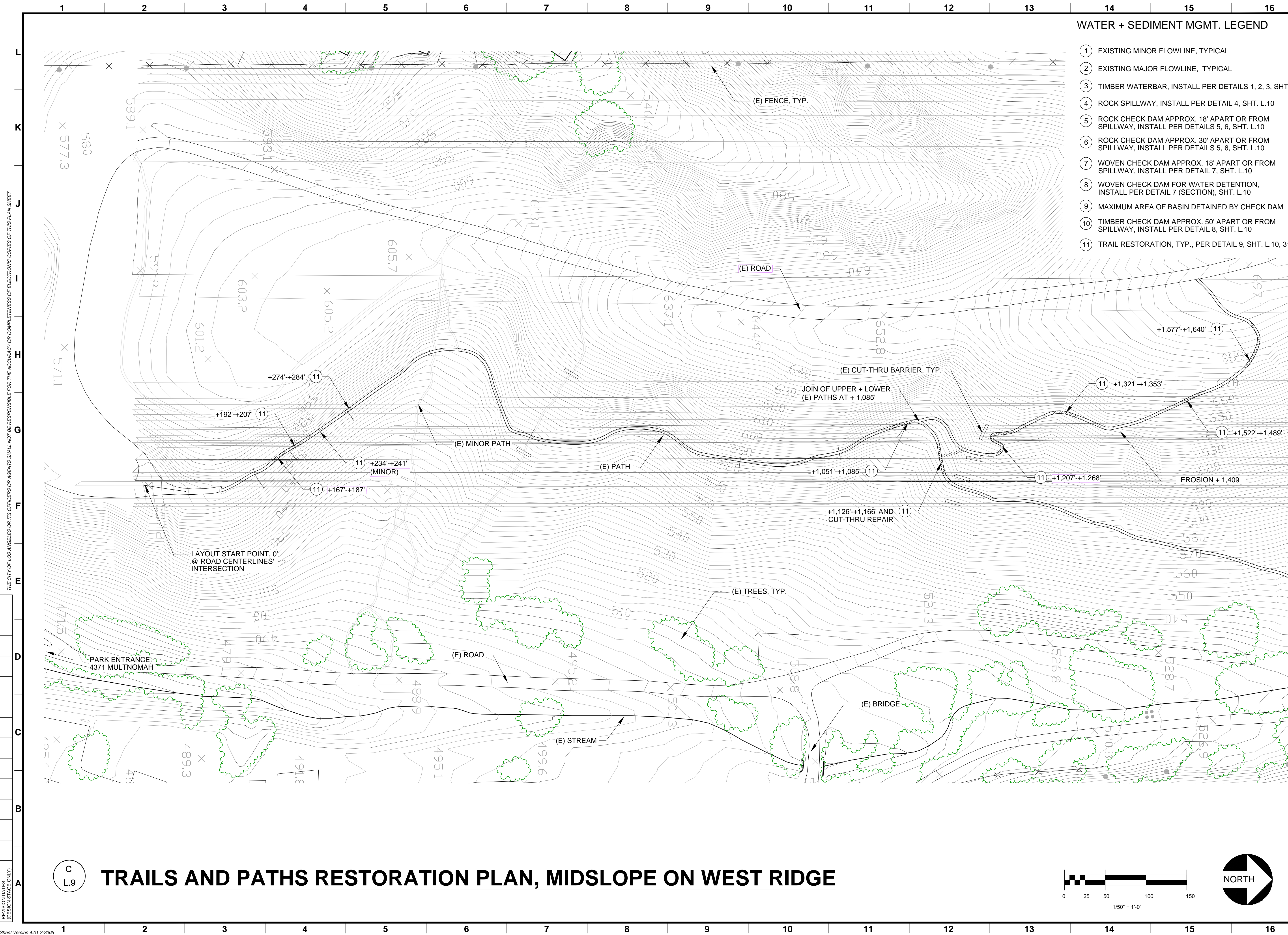
DRAWING NO. **L.8**

SHEET 8 OF 35 SHEETS



**LOW-IMPACT DEVELOPMENT (L.I.D.) STORMWATER INFILTRATION SYSTEM #2, AT 'NORTH DRAW'**

F  
L.8



**WATER + SEDIMENT MGMT. LEGEND**

- ① EXISTING MINOR FLOWLINE, TYPICAL
- ② EXISTING MAJOR FLOWLINE, TYPICAL
- ③ TIMBER WATERBAR, INSTALL PER DETAILS 1, 2, 3, SHT. L.10
- ④ ROCK SPILLWAY, INSTALL PER DETAIL 4, SHT. L.10
- ⑤ ROCK CHECK DAM APPROX. 18' APART OR FROM SPILLWAY, INSTALL PER DETAILS 5, 6, SHT. L.10
- ⑥ ROCK CHECK DAM APPROX. 30' APART OR FROM SPILLWAY, INSTALL PER DETAILS 5, 6, SHT. L.10
- ⑦ WOVEN CHECK DAM APPROX. 18' APART OR FROM SPILLWAY, INSTALL PER DETAIL 7, SHT. L.10
- ⑧ WOVEN CHECK DAM FOR WATER DETENTION, INSTALL PER DETAIL 7 (SECTION), SHT. L.10
- ⑨ MAXIMUM AREA OF BASIN DETAINED BY CHECK DAM
- ⑩ TIMBER CHECK DAM APPROX. 50' APART OR FROM SPILLWAY, INSTALL PER DETAIL 8, SHT. L.10
- ⑪ TRAIL RESTORATION, TYP., PER DETAIL 9, SHT. L.10, 315 L.F.

NO.	REVISION DESCRIPTION	DATE	BY

prepared by:

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 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

ACCEPTED BY:	GEN. MANAGER	DATE
MIKE SHULL		

ACCEPTED BY:	SUPERINTENDENT	DATE
C. SANTO DOMINGO		

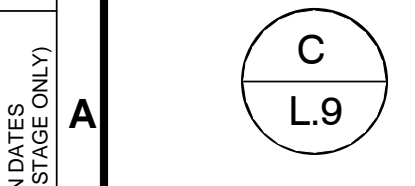
VERTICAL CONTROL: 11-08292 INGV/D99-1985.ADJ	
HORIZONTAL CONTROL: N/A	
SHEET TITLE: TRAIL + PATH RESTORATION PLAN, WEST RIDGE MIDSLOPE	DRAWN BY: HH
PROJECT: ASCOTT HILLS PARK HABITAT + GREENING	
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032	

PROJECT ID No. **L.9**

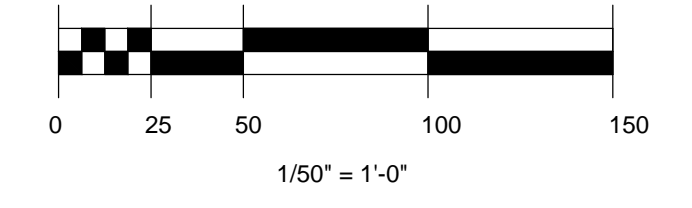
DRAWING NO. **L.9**

SHEET 9 OF 35 SHEETS

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**TRAILS AND PATHS RESTORATION PLAN, MIDSLOPE ON WEST RIDGE**



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Sheet Version 4.01 2-2005

		<p>NOTE: REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 911-30-01: 'EXISTING TRAIL RESTORATION'</p> <p>EXISTING BROKEN DOWN TRAIL PRISM REMOVE SLOUGHED MATERIAL TO REPAIR EXCESSIVE SIDE-SLOPE RESTORED TRAIL PRISM ADD ROCK CHECK DAM AT DOWNSLOPE EROSION LOCATIONS DISPOSE OF EXCESS MATERIAL MAINTAIN EXISTING</p> <p>NOTES: 1. MAINTAIN EXISTING LINE OF SLOPE TO EXTENT POSSIBLE. 2. RE-ESTABLISH ANY ORIGINAL DRAINAGE STRUCTURES TO MATCH NEW TREAD SURFACE. 3. INSTALL NEW ROCK SPILLWAYS, DRAINAGE DIPS OR OTHER DRAINAGE STRUCTURES AS SHOWN ON PLANS. 4. USE ONLY SUITABLE MATERIAL TO CONSTRUCT RESTORED TRAIL PRISMS. DISPOSE OF REMOVED MATERIAL.</p>	<p>NOTES: REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 928-10-01: CHECK DAM</p> <p>1. COMPACT BACKFILL IN 6 INCH (MAX.) LIFTS UNTIL NO VISUAL DISPLACEMENT.</p> <p>3 INCH MINIMUM BACKFILL WITH SUITABLE MATERIAL 12 INCH MINIMUM ON UPHILL SIDE</p>	<p>NOTES (REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 922-20-01):</p> <p>1. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT. 2. PRE-DRILL HOLES FOR FASTENERS TO PREVENT SPLITTING OF LOGS OR UTILITY POLES.</p> <p>BACKFILL WITH SUITABLE MATERIAL FIRE ROAD TREAD (EX.) LOG OR UTILITY POLE DIAMETER: 12 INCH MINIMUM 18" MIN. EMBED 2/3 EMBED 1/3 MINIMUM NO. 5 REBAR RECESS 1/2 INCH BELOW TOP OF TIMBER. PLACE REBAR 6 INCHES FROM EACH END OF TIMBER</p>									
	<p><b>9 TRAILS REPAIR, TYPICAL</b> SCALE: 1/2" = 1'-0" 024 -</p>	<p><b>6 ROCK CHECK DAM, EMBEDMENT</b> SCALE: 1-1/2" = 1'-0" 008 -</p>	<p><b>3 WATERBAR, ANCHOR DETAIL</b> SCALE: 1/8" = 1'-0" 096 -</p>										
	<p>NOTE: REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 928-10-01: CHECK DAM</p> <p>SHOULDER WIDTH TREAD WIDTH SHOULDER WIDTH EXISTING GROUND CHECK DAM WIDTH 12 INCH MINIMUM (TYP)</p> <p>TYPICAL SECTION, GULLY</p>	<p>NOTE: REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 928-10-01: CHECK DAM</p> <p>TREAD WIDTH SHOULDER WIDTH EXISTING SURFACE, WHERE SLOPE EROSION FOUND CHECK DAM WIDTH (VARIES) 12 INCH MINIMUM (TYP)</p> <p>CHECK DAM SPACING</p> <table border="1"> <thead> <tr> <th>DRAINAGE GRADE %</th> <th>DRAINAGE SPACING (FEET)</th> </tr> </thead> <tbody> <tr> <td>&lt;3</td> <td>OCCASIONAL</td> </tr> <tr> <td>3-7</td> <td>60</td> </tr> <tr> <td>8-12</td> <td>30</td> </tr> <tr> <td>&gt;12</td> <td>18</td> </tr> </tbody> </table>	DRAINAGE GRADE %	DRAINAGE SPACING (FEET)	<3	OCCASIONAL	3-7	60	8-12	30	>12	18	<p>NOTES (REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 922-20-01):</p> <p>1. PLACE REBAR ANCHORS 6" MIN. BEYOND EDGE OF ROAD TREAD</p> <p>EXISTING FINISHED GROUND ROCK SPILLWAY, AS INDICATED ON PLAN WATERBAR LENGTH 12 INCH EMBEDMENT MINIMUM EXISTING TREAD</p>
DRAINAGE GRADE %	DRAINAGE SPACING (FEET)												
<3	OCCASIONAL												
3-7	60												
8-12	30												
>12	18												
	<p><b>8 TIMBER CHECK DAM, TYPICAL</b> SCALE: 1" = 10' 120 -</p>	<p><b>5 ROCK CHECK DAM, TYPICAL</b> SCALE: 1" = 1'-0" 012 -</p>	<p><b>2 WATERBAR, SECTION</b> SCALE: 1/8" = 1'-0" 096 -</p>										
	<p>NOTE: REFERENCES USDA FOREST SERVICE WILDERNESS AND BACKCOUNTRY SITE RESTORATION GUIDE: BIOENGINEERING STRUCTURES</p> <p>COARSE MULCH BERM, 3" DEPTH (MIN.), TYPICAL</p> <p>DOUBLE ROW WOVEN CHECK DAMS (BELOW) BASIN DEPTH SECTION (N.T.S.) AT DETENTION AREAS</p> <p>WOVEN BRANCHES, 1/4" MIN. DIAMETER</p> <p>EXISTING SURFACE, WHERE SLOPE EROSION FOUND</p> <p>KEY: 6"-8" INTO SIDES 60-80% OF STAKE LENGTH VERTICAL STAKES, 1" MIN. DIAMETER</p> <p>NOTES: 1. MATERIAL TO BE LOCALLY-COLLECTED SALIX OR BACCHARIS SPECIES, DORMANT PREFERRED; SOAK IN WATER 48-72 HOURS. 2. STAKES, MIN. 1" DIAMETER, DRIVEN VERTICALLY INTO BASE OF GULLY OR BASIN. 3. BRANCHES, MIN. 1/4" DIAMETER, HORIZONTALLY WOVEN TO VERTICAL STAKES. 4. EXCAVATE 6"-8" KEY INTO GULLY SIDES, FILL KEY WITH COMPACTED BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.</p>	<p>NOTE: REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 923-10-01: ROCK SPILLWAY</p> <p>TREAD 12 INCH MINIMUM EXISTING GROUND BACKFILL WITH SUITABLE MATERIAL BENCH FOR TOE OF SPILLWAY SECTION A-A</p> <p>EXISTING GROUND SECTION VIEW FOR DRAINAGE DIP, WATERBAR OR CROSS DRAIN</p> <p>NOTES: 1. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT. 2. UNLESS OTHERWISE SPECIFIED WHEN ROCK SPILLWAY IS REQUIRED DIMENSION SHALL BE 36 INCHES WIDE X 12 INCHES DEEP X 48 INCHES LONG. THE AS BUILT FILL SLOPE SHALL BE SUBEXCAVATED 12 INCHES PRIOR TO PLACEMENT OF THE RIPRAP SO THE FINISHED SURFACE OF THE RIPRAP WILL BE AT THE SAME ELEVATION AS THE ADJACENT SLOPE.</p>	<p>NOTE: REFERENCES USDA FOREST SERVICE STD. TRAIL PLAN 922-20-01: LOG OR TREATED TIMBER WATERBAR</p> <p>TOE OF BANK DOWN GRADE OUTSLOPE SKIEW 30°-45° TOE OF BANK EXTEND 12 INCH MINIMUM BEYOND ROAD TREAD EXCAVATE FOR OUTSLOPE ROCK SPILLWAY AS INDICATED ON PLANS PERSPECTIVE VIEW</p>										
	<p><b>7 WOVEN CHECK DAM, TYPICAL</b> SCALE: 1/2" = 1'-0" 024 -</p>	<p><b>4 ROCK SPILLWAY, TYPICAL</b> SCALE: 1/2" = 1'-0" 024 -</p>	<p><b>1 WATERBAR, FIRE ROADS</b> SCALE: 1" = 10' 120 -</p>										

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

REVISION NO.	REVISION DESCRIPTION	DATE	BY

prepared by: **North East Trees**  
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GEN. MANAGER	ACCEPTED BY:
MIKE SHULL	

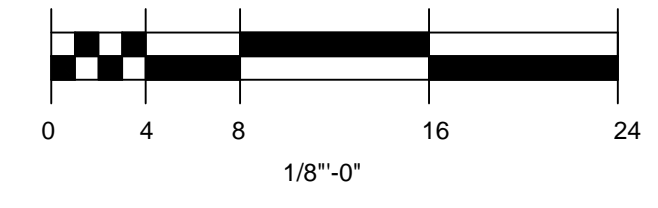
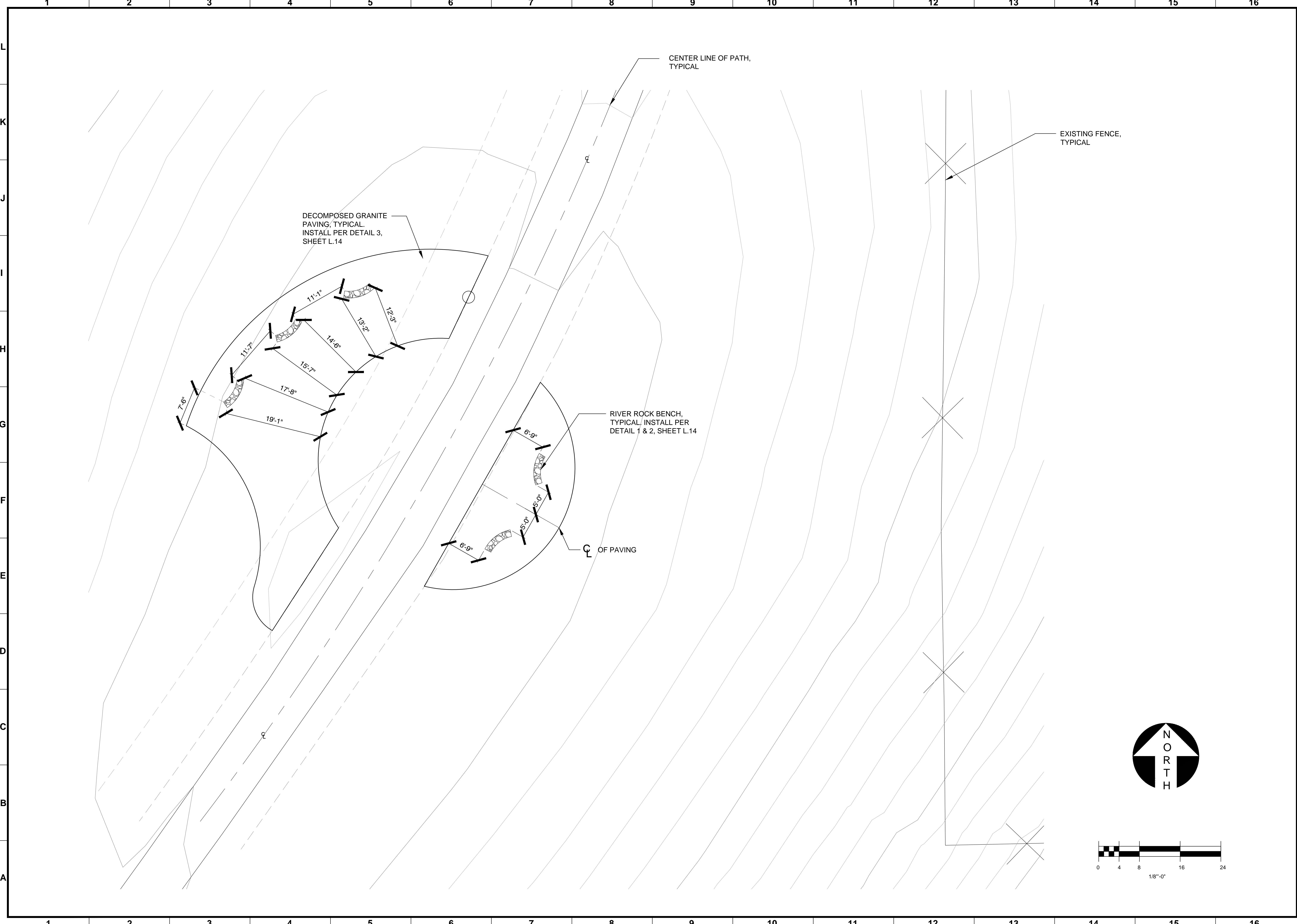
DETAILS: WATER AND SEDIMENT MANAGEMENT	DRAWN BY: HTH
PROJECT: ASCOT HILLS PARK HABITAT + GREENING	DATE:
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES, 90032	DATE:

PROJECT ID. No.	
DRAWING NO.	<b>L.10</b>
SHEET	10 OF 35 SHEETS



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REVISION DATES  
(DESIGN STAGE ONLY)



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prepared by:

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	ACCEPTED BY:		
C. SANTO DOMINGO	SUPERINTENDENT		
	FOR BOARD OF RECREATION + PARKS		


PROJECT ID. No. .

DRAWING NO.

**L.11.1**

SHEET 12 OF 35 SHEETS

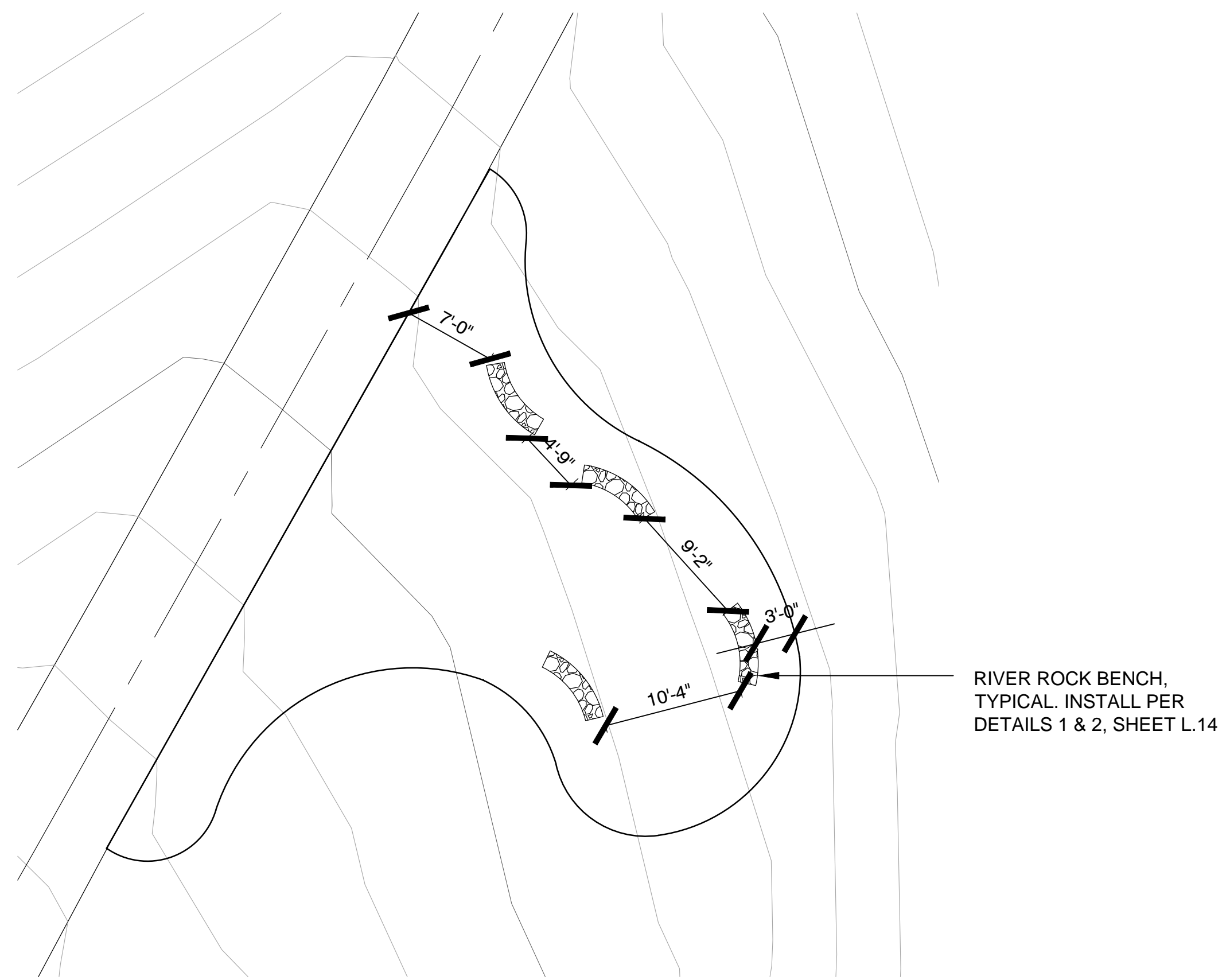
CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

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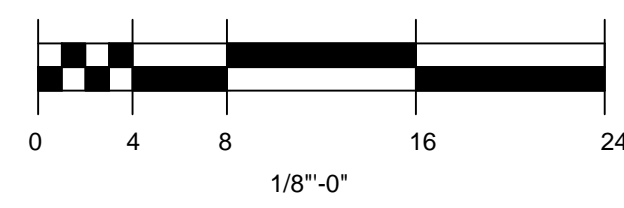
REVISION DATES (DESIGN STAGE ONLY)

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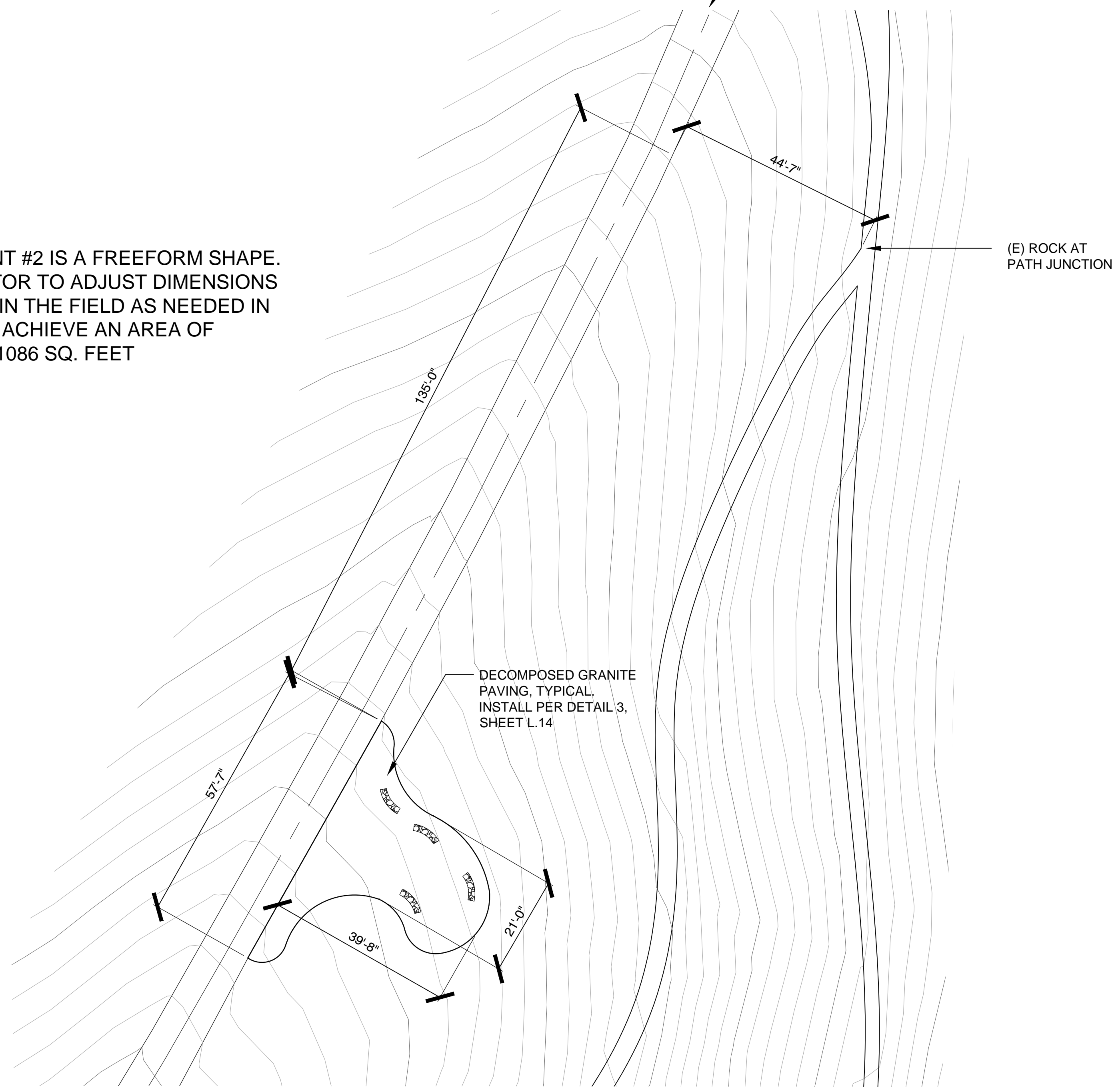
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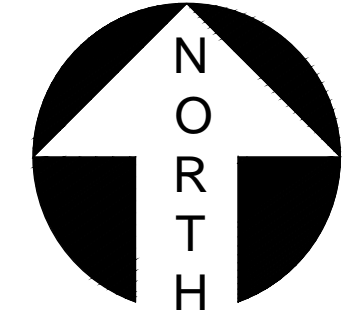
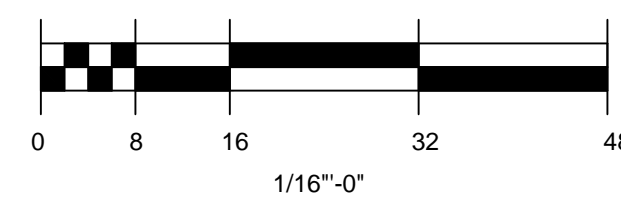
VISTA POINT #2 BENCH LAYOUT



NOTE:  
VISTA POINT #2 IS A FREEFORM SHAPE.  
CONTRACTOR TO ADJUST DIMENSIONS  
AND RADII IN THE FIELD AS NEEDED IN  
ORDER TO ACHIEVE AN AREA OF  
ROUGHLY 1086 SQ. FEET



VISTA POINT #2 LOCATION AND LAYOUT



NO.	REVISION DESCRIPTION	DATE	BY

prepared by:

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MIKE SHULL	GEN. MANAGER	ACCEPTED BY:	DATE
C. SANTO DOMINGO	SUPERINTENDENT		DATE
FOR BOARD OF RECREATION + PARKS			DATE

VERTICAL CONTROL: 11-09692.NGS\029-1985.ADJ	DRAWN BY: TR
HORIZONTAL CONTROL: N/A	PROJECT: ASCOT HILLS PARK HABITAT + GREENING
SHEET TITLE: VISTA POINT #2 LAYOUT PLAN	ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032

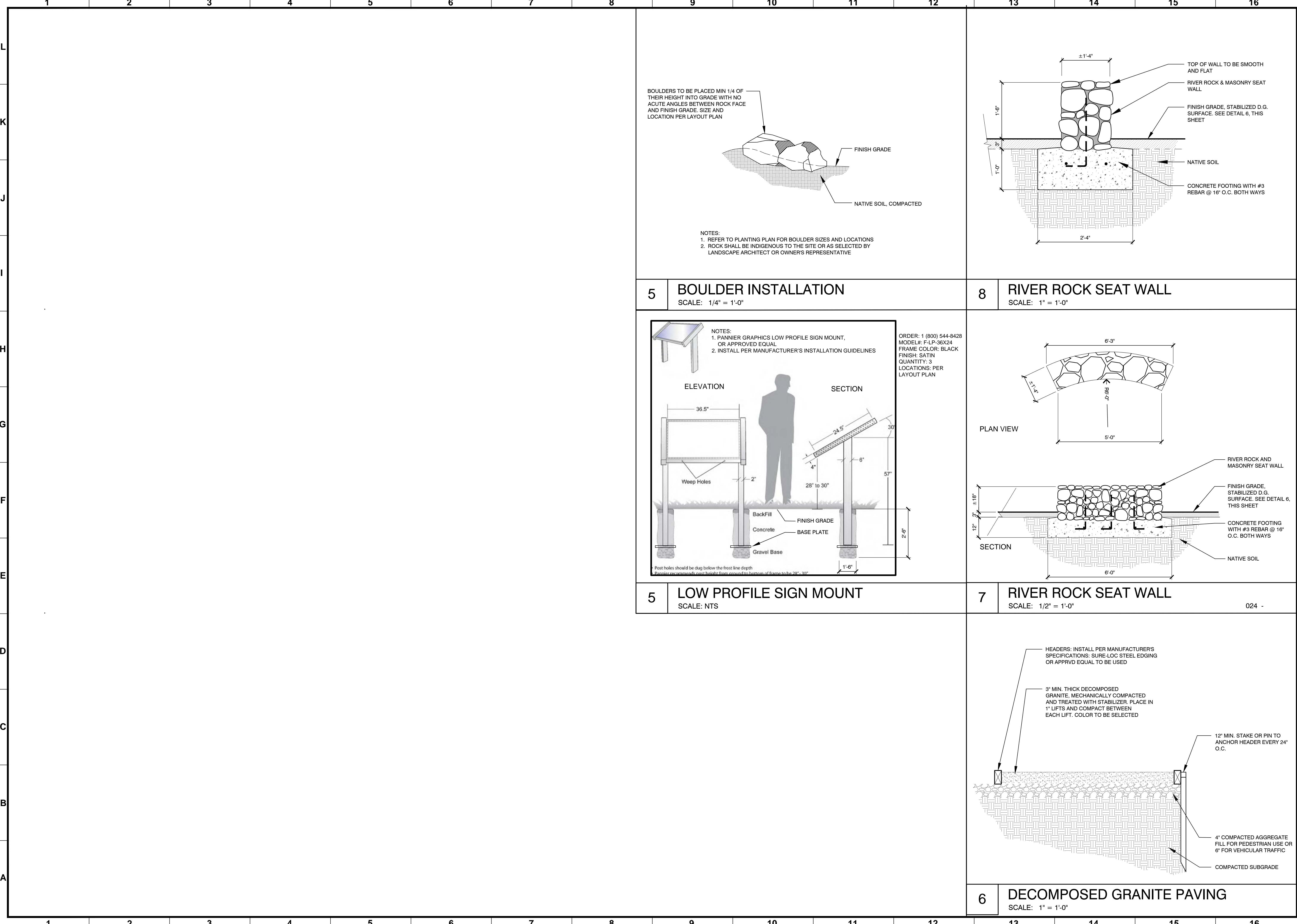
PROJECT ID. No. .
DRAWING NO.
<b>L.12</b>
SHEET 13 OF 35 SHEETS





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MIKE SHULL		

ACCEPTED BY:	GEN. MANAGER	DATE
C. SANTO DOMINGO		

FOR BOARD OF RECREATION + PARKS

VERTICAL CONTROL: 11-09632.NGS/D29-1985.ADJ	DRAWN BY: TR
HORIZONTAL CONTROL: N/A	PROJECT: VISTA POINT CONSTRUCTION DETAILS
SHEET TITLE: N/A	PROJECT: ASCOT HILLS PARK HABITAT + GREENING
	ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032

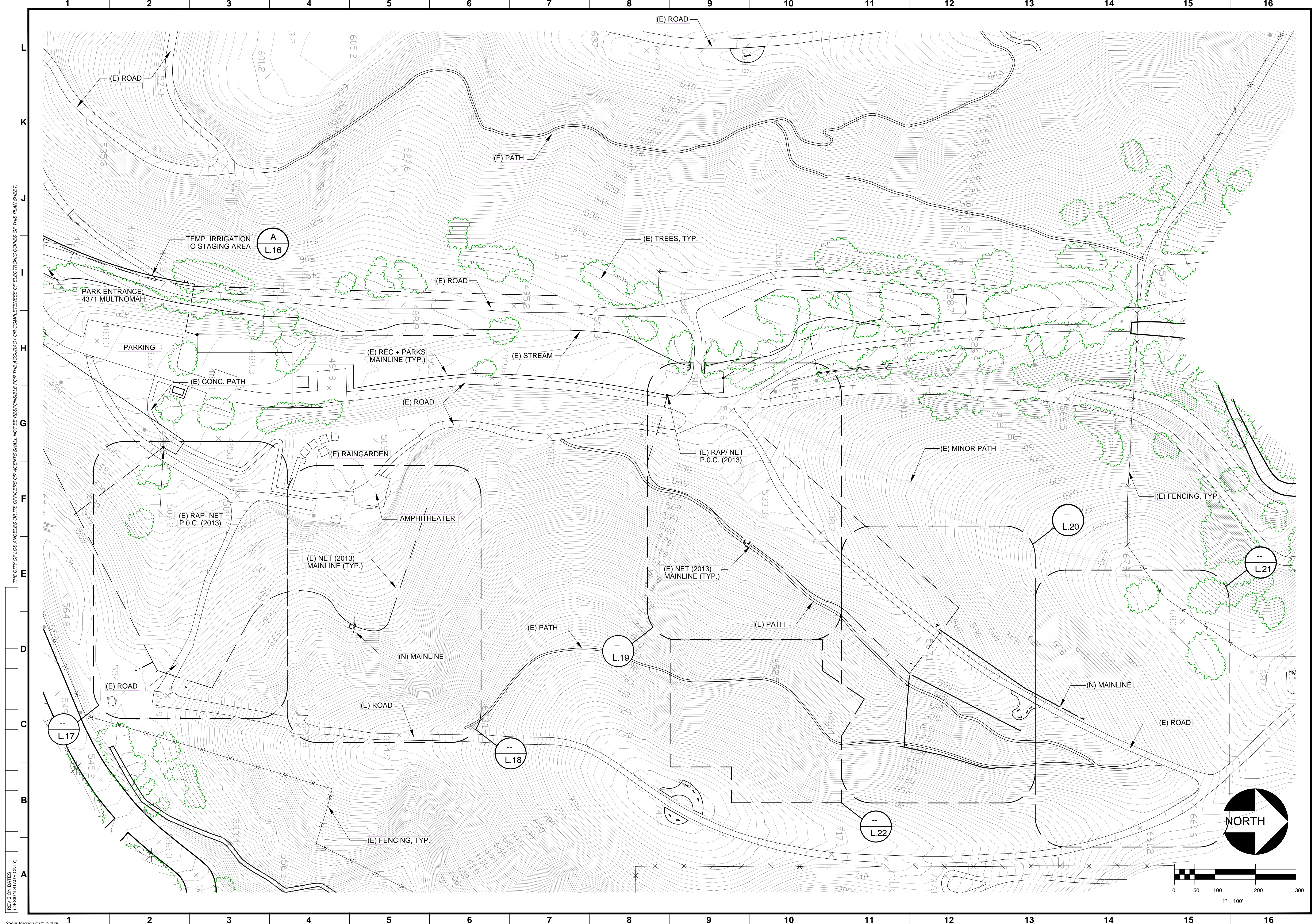
PROJECT ID. No. .

DRAWING NO.

**L.14**

SHEET 15 OF 35 SHEETS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS



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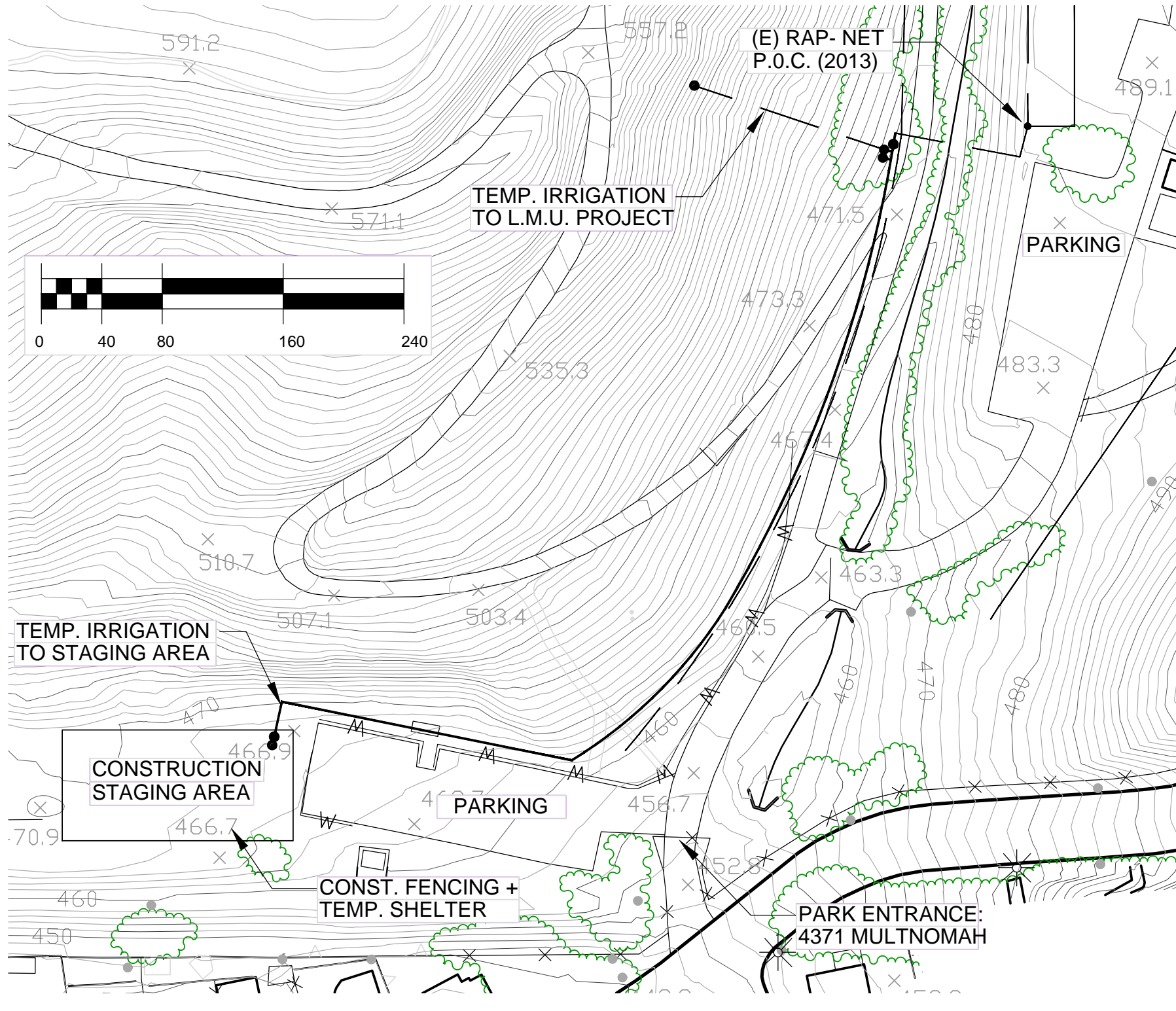
MIKE SHULL ACCEPTED BY:	GEN. MANAGER	DATE
C. SANTO DOMINGO ACCEPTED BY:	SUPERINTENDENT	DATE
FOR BOARD OF RECREATION + PARKS		

VERTICAL CONTROL: 11-08282-165/D28-1885.ADJ	DRAWN BY: HT
HORIZONTAL CONTROL: N/A	DIAGRAMMATIC IRRIGATION PLAN, MAINLINES AND KEY PLAN
PROJECT: ASCOT HILLS PARK HABITAT + GREENING	
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES, 90032	

PROJECT ID. No.  
 DRAWING NO.  
**L.15**  
 SHEET 16 OF 35 SHEETS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

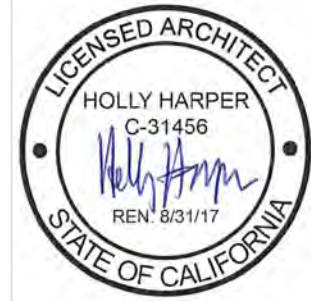
# ASCOT HILLS PARK IRRIGATION SCHEDULE



## STAGING AREA, SEEDLINGS

SCALE: 1" = 80'-0"

SYMBOL	MAINLINE + RELATED EQUIPMENT	QUANTITY	SIZE	COMMENTS, INSTALLATION INFO	DETAIL REFERENCE
	Rainbird 150-EFB-CP remote control valve	16	per plan	Valve box placement, detail 4/Sht. L.23	Detail 5/Sht. L.23
	Existing irrigation-control valve	6	1"	Installed with 2013 tree-planting (SD1)	-
	Nibco T-29 N41BD0Ded gate valve	8	2"	200 psi working pressure, bronze	Detail 2/Sht. L.23
	Rainbird rotor, model per irrig. stations (below)	83	2"	30-85 psi working pressure, per sched	Detail 7/Sht. L.23
	Rainbird 44-LRC brass quick-coupler valve	6	1"	2-piece body, brass, locking cover	Detail 6/Sht. L.23
	Existing 3" backflow-preventer	-	-	Re-use irrigation backflow-preventer	-
	(New Rainbird LXME controller, 2-wire system)	(1)	-	Establishment irrigation: manual control	-
	Existing irrigation point-of-connection	1	-	Recreation & Parks' initial development	-
	Denotes mainline or lateral pipe size	-	-	Indicated at change points, 3/4" min.	-
	Sleeve piping at paths: schedule 80 PVC pipe	-	-	2X size of pipe(s) being sleeved	Detail 1/Sht. L.23
	Main line piping schedule 80 PVC pipe	-	2"	24" cover (typ.)	Detail 1/Sht. L.23
	Lateral line piping, schedule 40 PVC pipe	-	-	Pipe size per plan, 12" cover (typ.)	Detail 1/Sht. L.23
	Existing main line piping, schedule 80 PVC pipe	-	2"	Installed with 2013 tree-planting (SD1)	-
	Existing irrigation Rap-NET point-of-connection	-	2"	Installed with 2013 tree-planting (SD1)	-



### Water Budget: Ascot Hills Park, Prop. 84 Urban Greening Project

- Hydrozone Table
- Maximum Applied Water Use
- Estimated Total Water Use

#### 1. HYDROZONE CALCULATION TABLE

ETo = 49.68

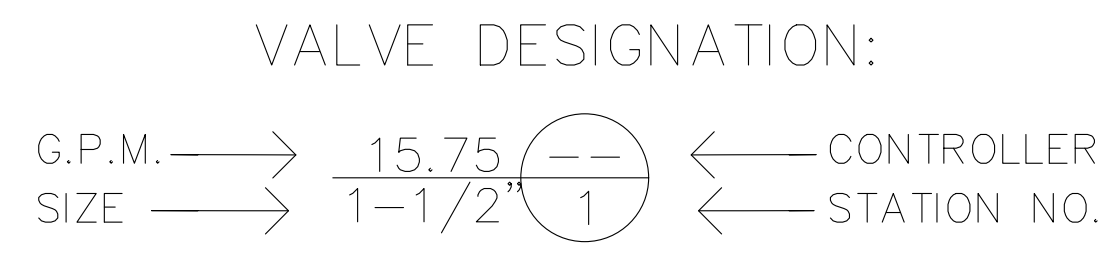
HYDROZONE	WATER USE TYPE	IRRIGATION METHOD	EFFICIENCY (IE)	PLANT FACTOR (PF)	TOTAL AREA (HA) (SQ. FT)	PF X HA	ETWU	PERCENTAGE OF LANDSCAPE
1 - NATIVE SHRUBS	VERY LOW	SPRAY	0.7	0.1	81804	8180	354886	26%
2 - NATIVE SHRUBS	VERY LOW	SPRAY	0.7	0.1	153426	15343	665601	47%
3 - NATIVE SHRUBS	VERY LOW	SPRAY	0.7	0.1	33693	3369	146169	9%
4 - NATIVE SHRUBS	VERY LOW	SPRAY	0.7	0.1	50510	5051	219125	18%
					319433		1385781	100%

#### 2. MAXIMUM APPLIED WATER ALLOWANCE (MAWA) : Gallons per Year

MAWA = (ETo)[0.62]([LA\*0.7] + (0.3 \* SLA))  
 ETo = Reference Evapotranspiration (inches per year)  
 0.62 = Conversion Factor (to gallons)  
 LA = Landscape Area including SLA (sq. ft)  
 0.7 = ET Adjustment Factor  
 0.3 = Additional Water Allowance for SLA  
 SLA = Special Landscape Area (sq. ft)  
**MAWA = (49.68)(0.62)[(319433\*0.7) + (0.3 \* 0)] = 6,887,333**

#### 3. ESTIMATED TOTAL WATER USE (ETWU) : : Gallons per Year

ETWU = (ETo)(0.62)(PF\*HA/IE + SLA)  
 ETo = Reference Evapotranspiration (inches per year)  
 0.62 = Conversion Factor (to gallons)  
 PF = Plant Factor for hydrozones  
 HA = Hydrozone Area (sq. ft)  
 IE = Irrigation Efficiency (0.71 spray)  
**ETWU = (49.68)(0.62)(0.1 \* 319433/0.71 + 0) = 1,385,781**      20% of MAWA



### ASCOT HILLS PARK: IRRIGATION VALVE STATIONS

Elevation @ P.O.C. (in ft) : 492      P.S.I. @ P.O.C. : 120      Working flow: 90 G.P.M.

Stn.	Elevation	Above P.O.C.	Head Loss	Pipe Length	Friction Loss	Avail. P.S.I.	Working P.S.I.	RB Rotor #	Radius, typ.	G.P.M. (A=360°)
1	554	62	26.85	821	8.21	84.94	80	8005-26	79'	31.5
2	560	68	29.44	1,016	10.16	80.40	80	8005-26	79'	31.5
2	560	68	29.44	1,016	10.16	80.40	80	8005-12	61'	14.2
3	570	78	33.77	1,335	13.35	72.88	70	8005-26	75'	29.4
4	570	78	33.77	1,335	13.35	72.88	70	8005-26	75'	29.4
5	562	70	30.31	1,179	11.79	77.90	75	7005-12	60'	13.7
5	562	70	30.31	1,179	11.79	77.90	75	7005-04	39'	4.85
6	562	70	30.31	1,179	11.79	77.90	75	8005-26	77'	30.45
6	562	70	30.31	1,179	11.79	77.90	75	8005-12	60'	13.7
7	594	102	44.17	1,536	15.36	60.47	60	7005-12	59'	12.0
8	594	102	44.17	1,536	15.36	60.47	60	8005-26	73'	26.7
8	594	102	44.17	1,536	15.36	60.47	60	8005-12	59'	12.0
9	572	80	34.64	1,643	16.43	68.93	65	8005-26	74'	28.05
10	572	80	34.64	1,643	16.43	68.93	65	8005-26	74'	28.05
11	620	128	55.42	1,780	17.8	46.78	40	6504-18	59'	13.7
11	620	128	55.42	1,780	17.8	46.78	40	6504-4	41'	3.3
12	616	124	53.69	1,920	19.2	47.11	40	6504-18	59'	13.7
13	616	124	53.69	1,920	19.2	47.11	40	6504-18	59'	13.7
14	650	158	68.41	1,659	16.59	35.00	30	6504-6	43'	4.2
15	650	158	68.41	1,659	16.59	35.00	30	6504-6	43'	4.2
15	650	158	68.41	1,659	16.59	35.00	30	6504-4	39'	2.9

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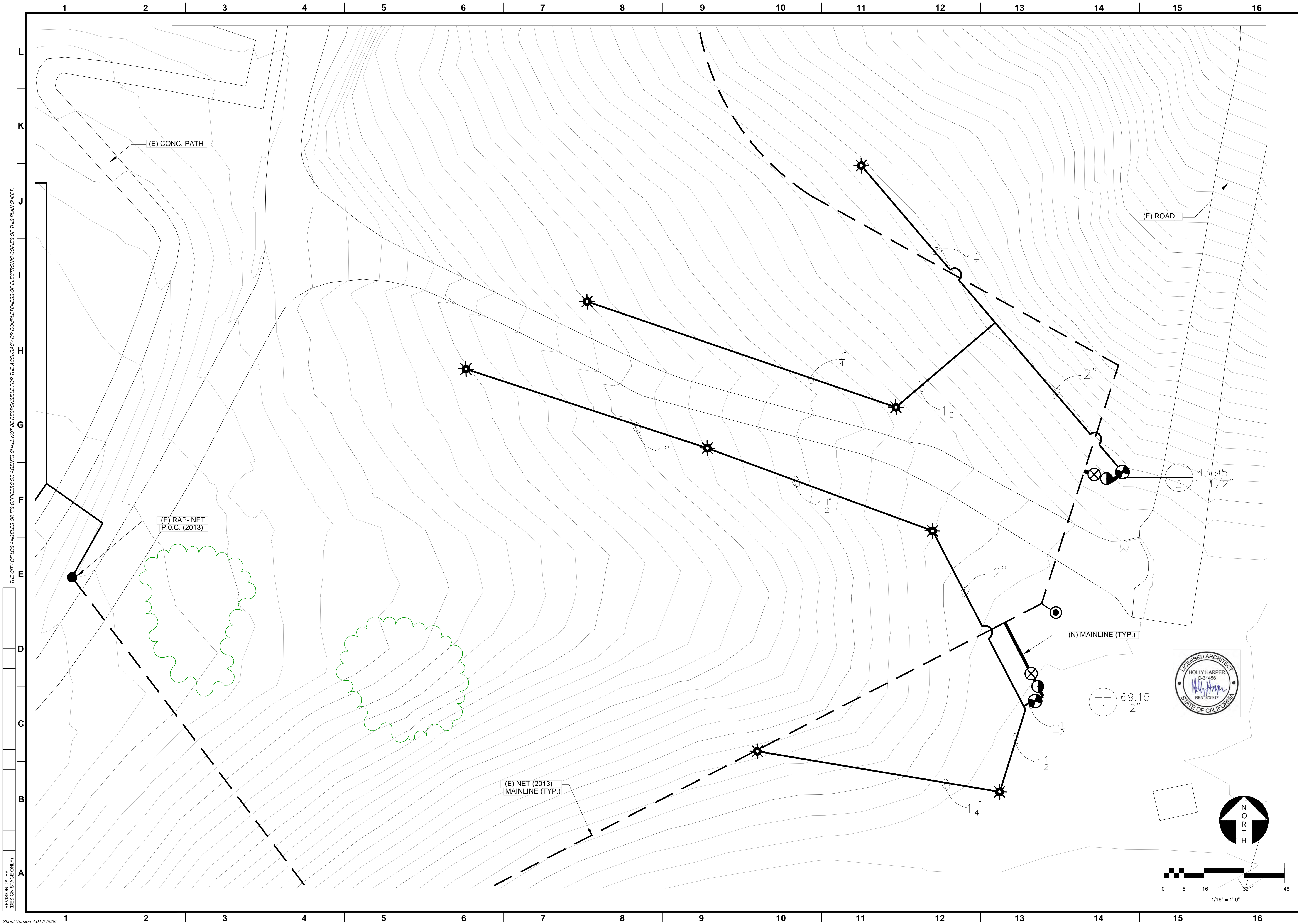
prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

ACCEPTED BY:	DATE
GEN. MANAGER	DATE
MIKE SHULL	
ACCEPTED BY:	DATE
GEN. SUPERINTENDENT	DATE
C. SANTO DOMINGO	
FOR BOARD OF RECREATION + PARKS	

VERTICAL CONTROL:	11-08292.NGV/D99-1985.ADJ
HORIZONTAL CONTROL:	N/A
SHEET TITLE:	IRRIGATION SCHEDULE, WATER BUDGET AND CALCS.
PROJECT:	ASCOT HILLS PARK HABITAT + GREENING
ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032
DRAWN BY:	HH

PROJECT ID No. \_\_\_\_\_  
 DRAWING NO.  
**L.16**  
 SHEET 17 OF 35 SHEETS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS



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Sheet Version 4.01 2-2005

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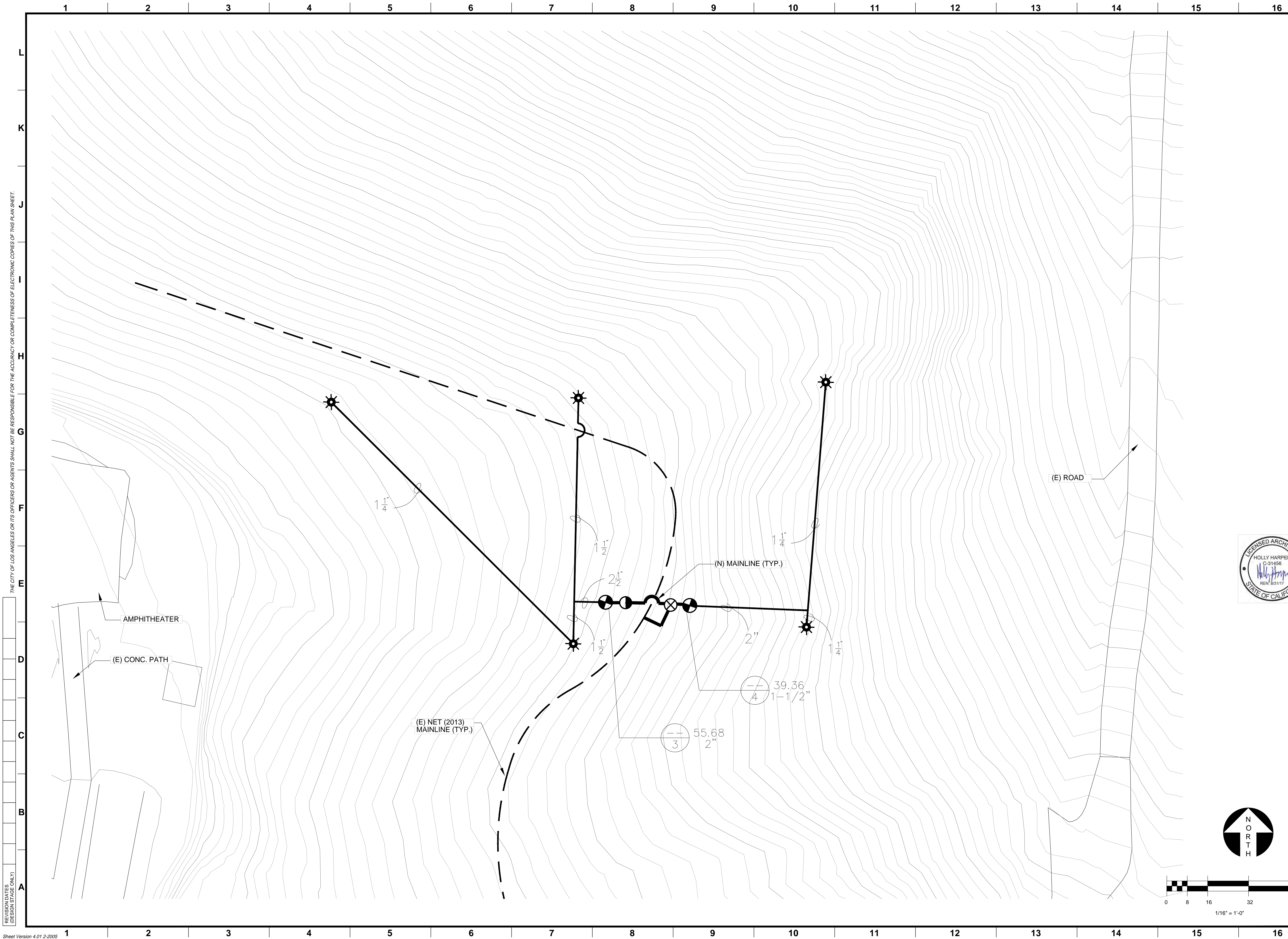
prepared by: **North East Trees**  
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 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

DEPARTMENT OF RECREATION AND PARKS  
 prepared by: **MIKE SHULL** GEN. MANAGER  
 ACCEPTED BY: **C. SANTO DOMINGO** SUPERINTENDENT  
 FOR BOARD OF RECREATION + PARKS

VERTICAL CONTROL: 11-08292 INGV/D99-1985.ADJ  
 HORIZONTAL CONTROL: N/A  
 SHEET TITLE: IRRIGATION PLAN, SOUTH DRAW  
 PROJECT: ASCOTT HILLS PARK HABITAT + GREENING  
 ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032  
 DRAWN BY: HH

PROJECT ID. No.  
 DRAWING NO.  
**L.17**  
 SHEET 18 OF 35 SHEETS





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Sheet Version 4.01 2-2005



NO.	REVISION DESCRIPTION	DATE	BY

WORK ACCEPTED SERIAL NO. \_\_\_\_\_

INDEX NO. \_\_\_\_\_

prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

ACCEPTED BY:	GEN. MANAGER	DATE

VERTICAL CONTROL:	11-08292.NIG/DB9-1985.ADJ
HORIZONTAL CONTROL:	NA
SHEET TITLE:	IRRIGATION PLAN, ABOVE AMPHITHEATRE
PROJECT:	ASCOT HILLS PARK HABITAT + GREENING
ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032
DRAWN BY:	HH

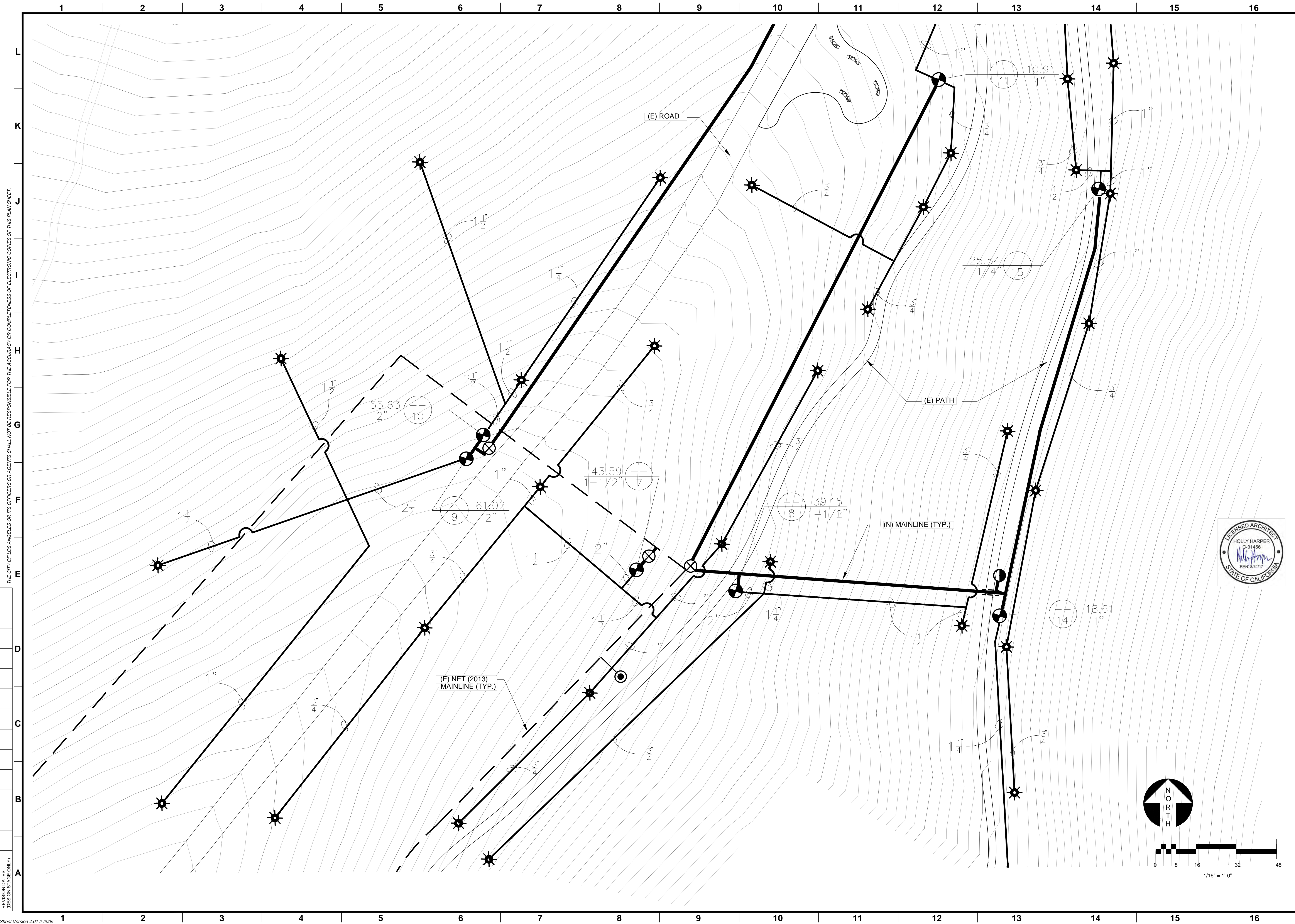
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DRAWING NO. **L.18**

SHEET 19 OF 35 SHEETS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

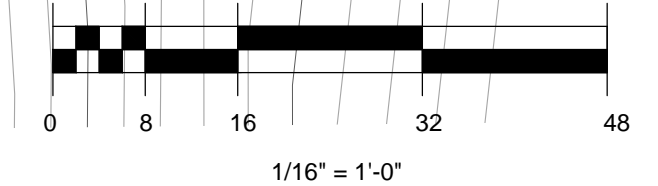
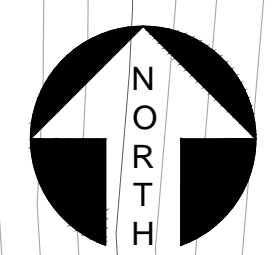
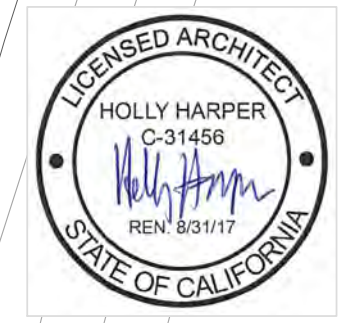




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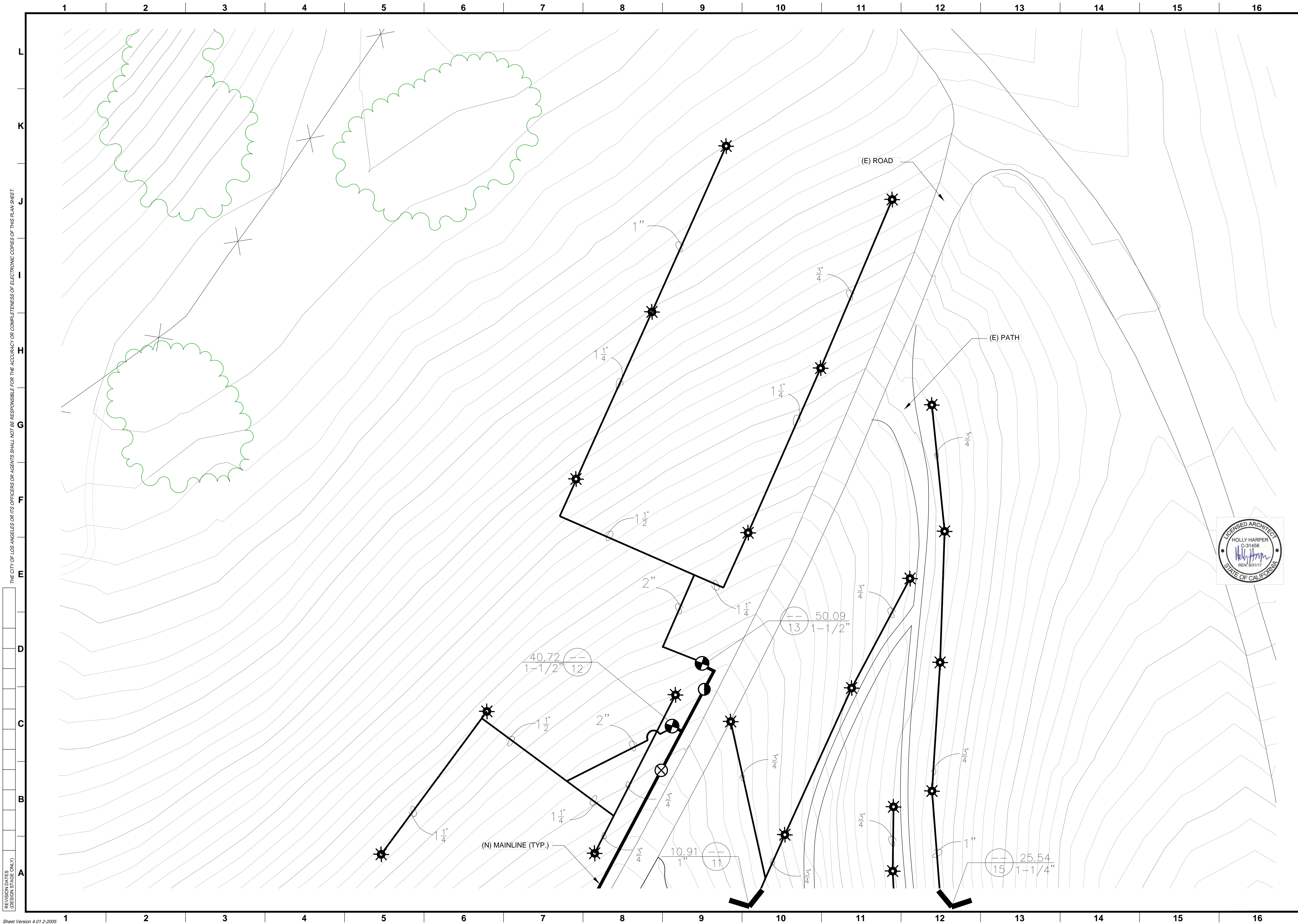
NO.	REVISION DESCRIPTION	DATE	BY

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 570 West Avenue 26  
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DEPARTMENT OF RECREATION AND PARKS  
 prepared by: **MIKE SHULL** GEN. MANAGER  
 ACCEPTED BY: **C. SANTO DOMINGO** SUPERINTENDENT  
 FOR BOARD OF RECREATION + PARKS

CITY OF LOS ANGELES  
 VERTICAL CONTROL: 11-08292.NIG/DR. 1985.ADJ  
 HORIZONTAL CONTROL: N/A  
 SHEET TITLE: IRRIGATION PLAN, NORTH DRAW, PLAN 2  
 PROJECT: ASCOTT HILLS PARK HABITAT + GREENING  
 ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032  
 DRAWN BY: **HH**

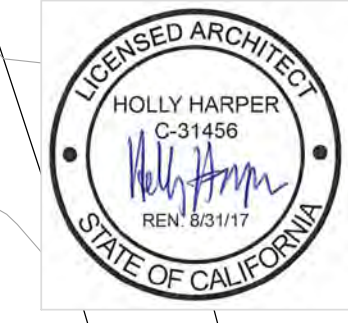
PROJECT ID. No.  
 DRAWING NO.  
**L.20**  
 SHEET 21 OF 35 SHEETS



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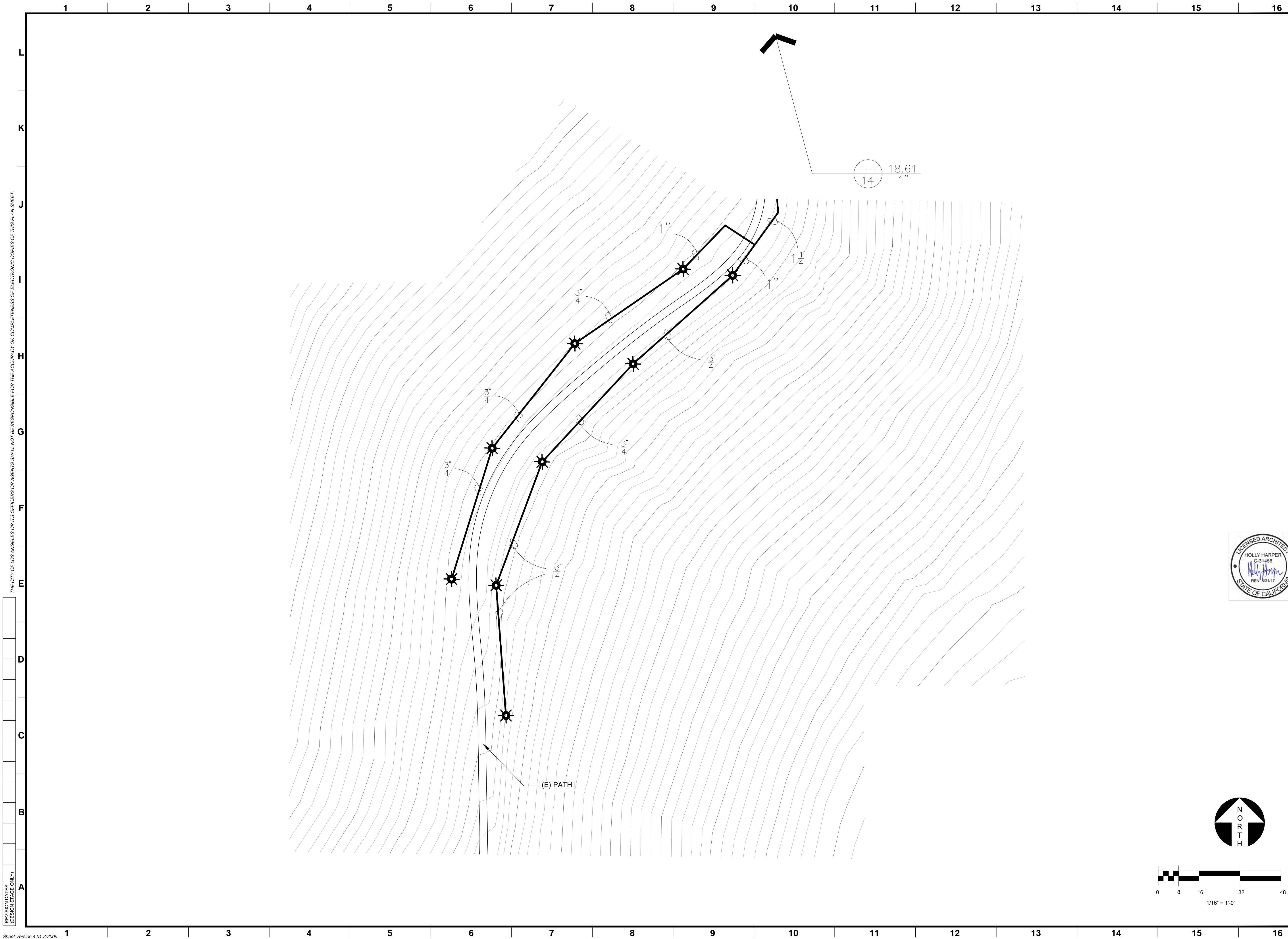
prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

ACCEPTED BY:	GEN. MANAGER	DATE

VERTICAL CONTROL:	11-08292.NGV/D99-1985.ADU
HORIZONTAL CONTROL:	NA
SHEET TITLE:	IRRIGATION PLAN, NORTH DRAW, PLAN 3
PROJECT:	ASCOT HILLS PARK HABITAT + GREENING
ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032

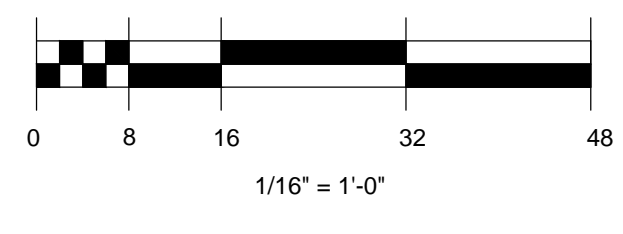
PROJECT ID. No. \_\_\_\_\_  
 DRAWING NO. **L.21**  
 SHEET 22 OF 35 SHEETS





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REVISION DATES  
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NO.	REVISION DESCRIPTION	DATE	BY

WORK ACCEPTED	SERIAL NO.
INDEX NO.	

prepared by:

**North East Trees**  
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 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

ACCEPTED BY:	GEN. MANAGER	DATE

VERTICAL CONTROL:	11-08292.NGV/D99-1985.ADJ
HORIZONTAL CONTROL:	NA
SHEET TITLE:	IRRIGATION PLAN, NORTH DRAW, PLAN 4
PROJECT:	ASCOTT HILLS PARK HABITAT + GREENING
ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032
DRAWN BY:	HH

PROJECT ID. No.

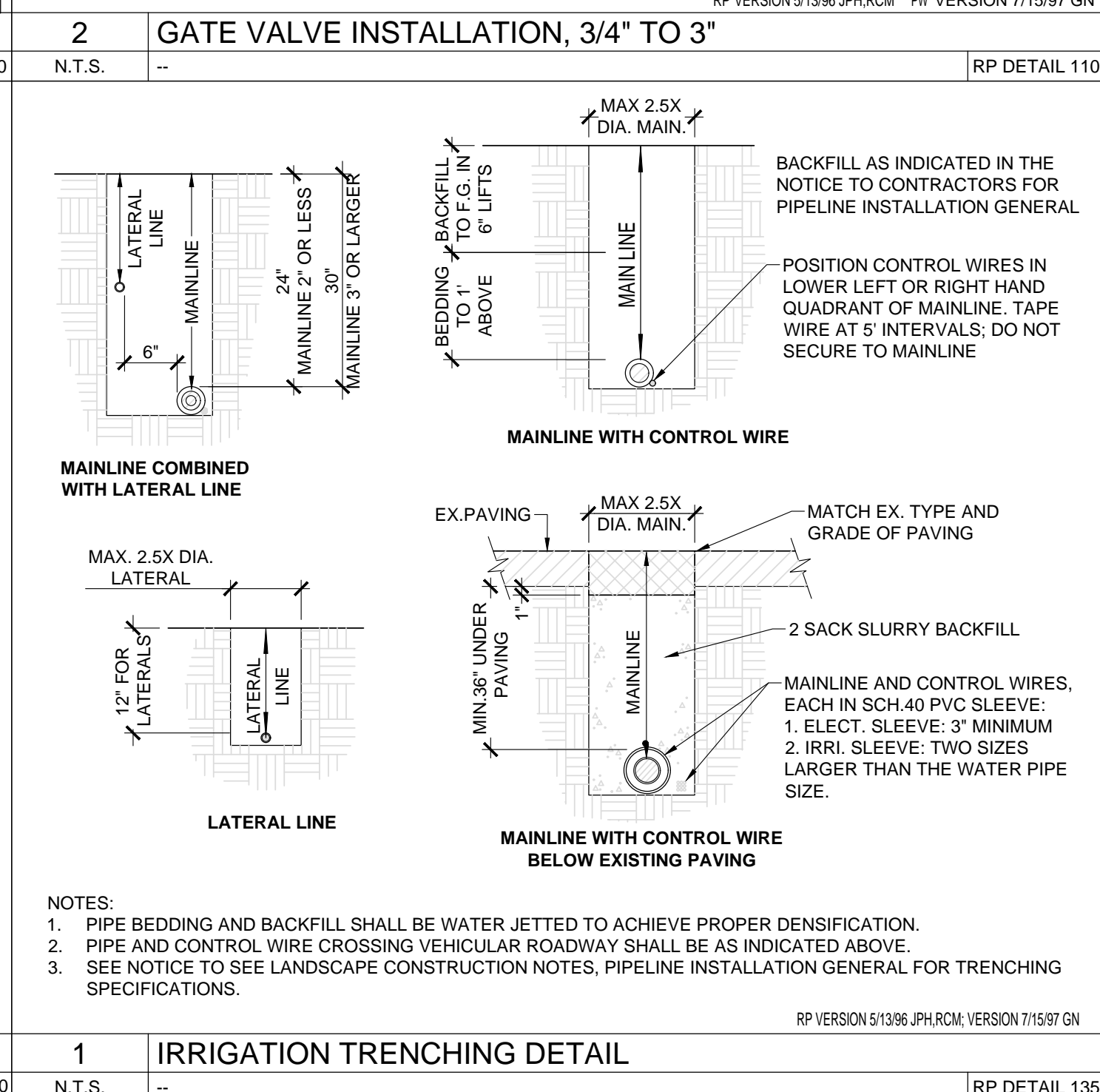
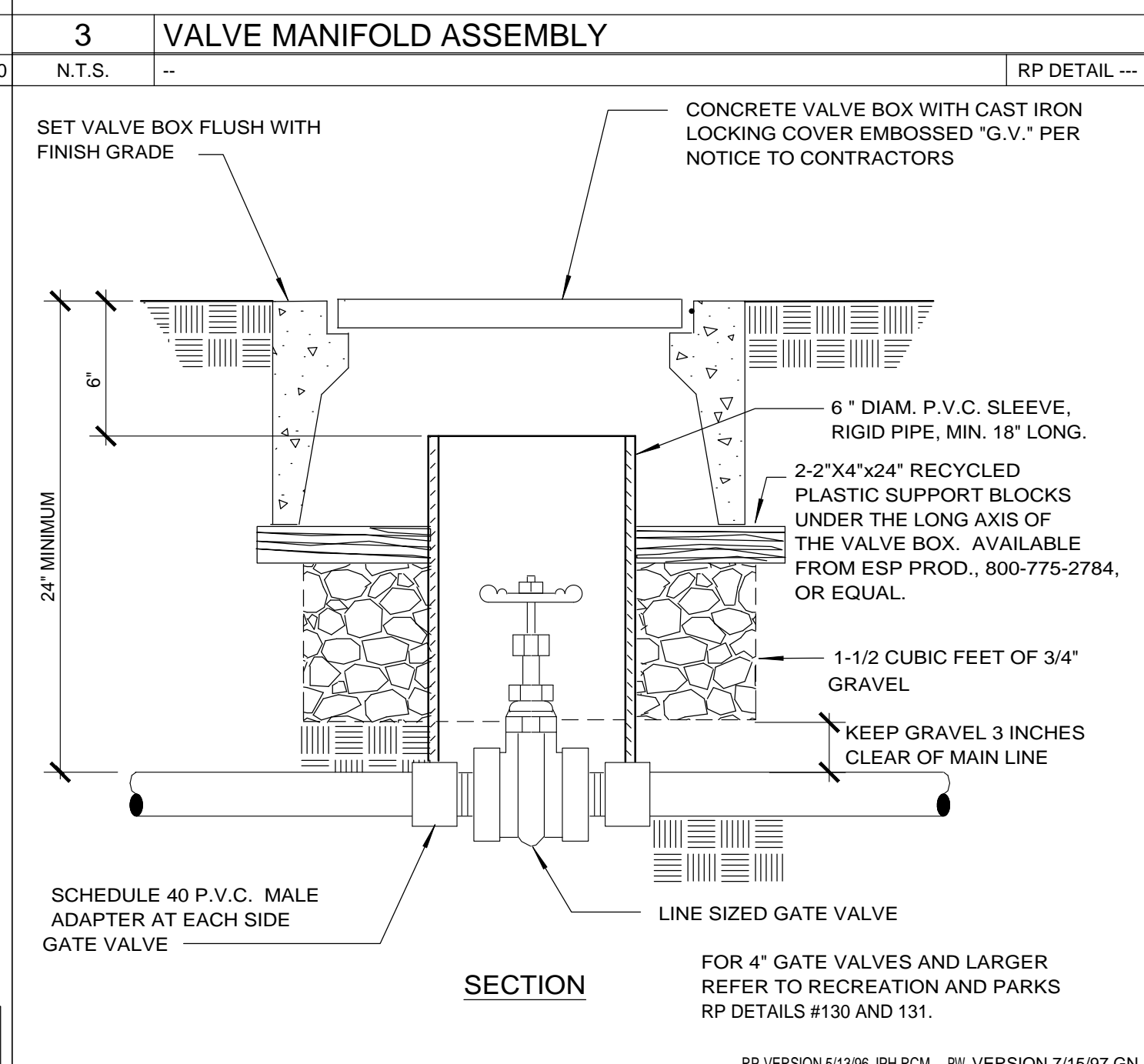
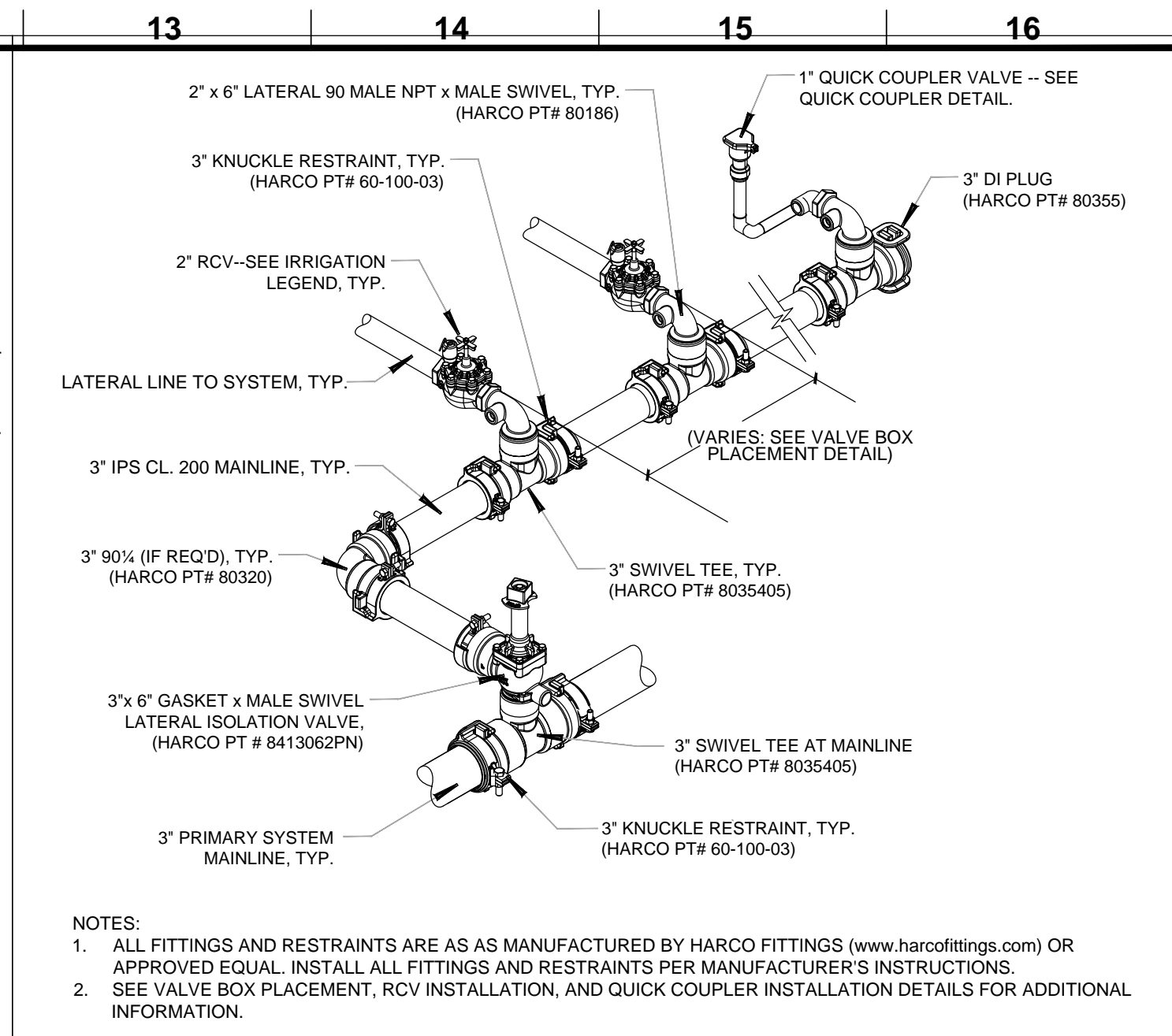
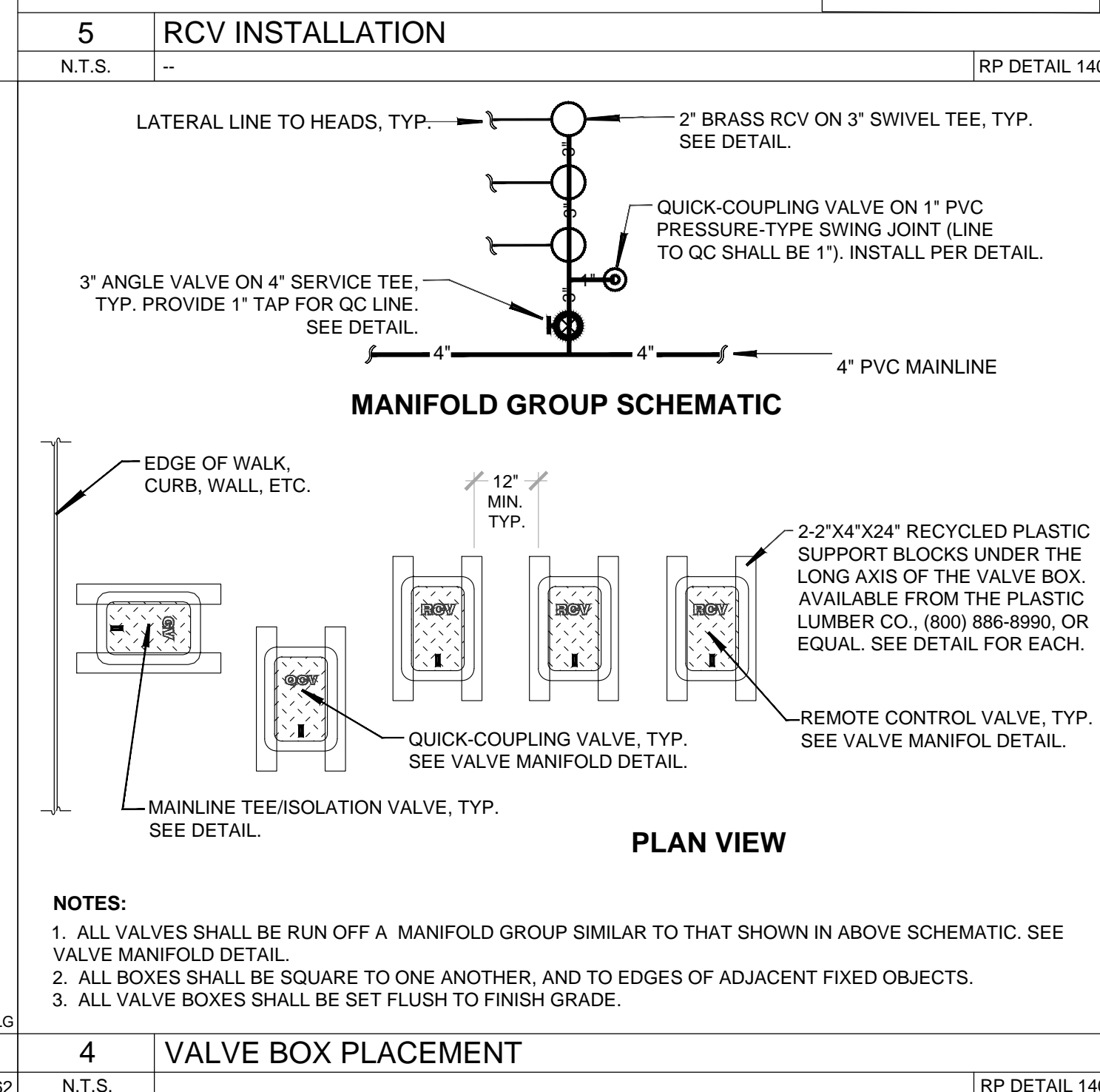
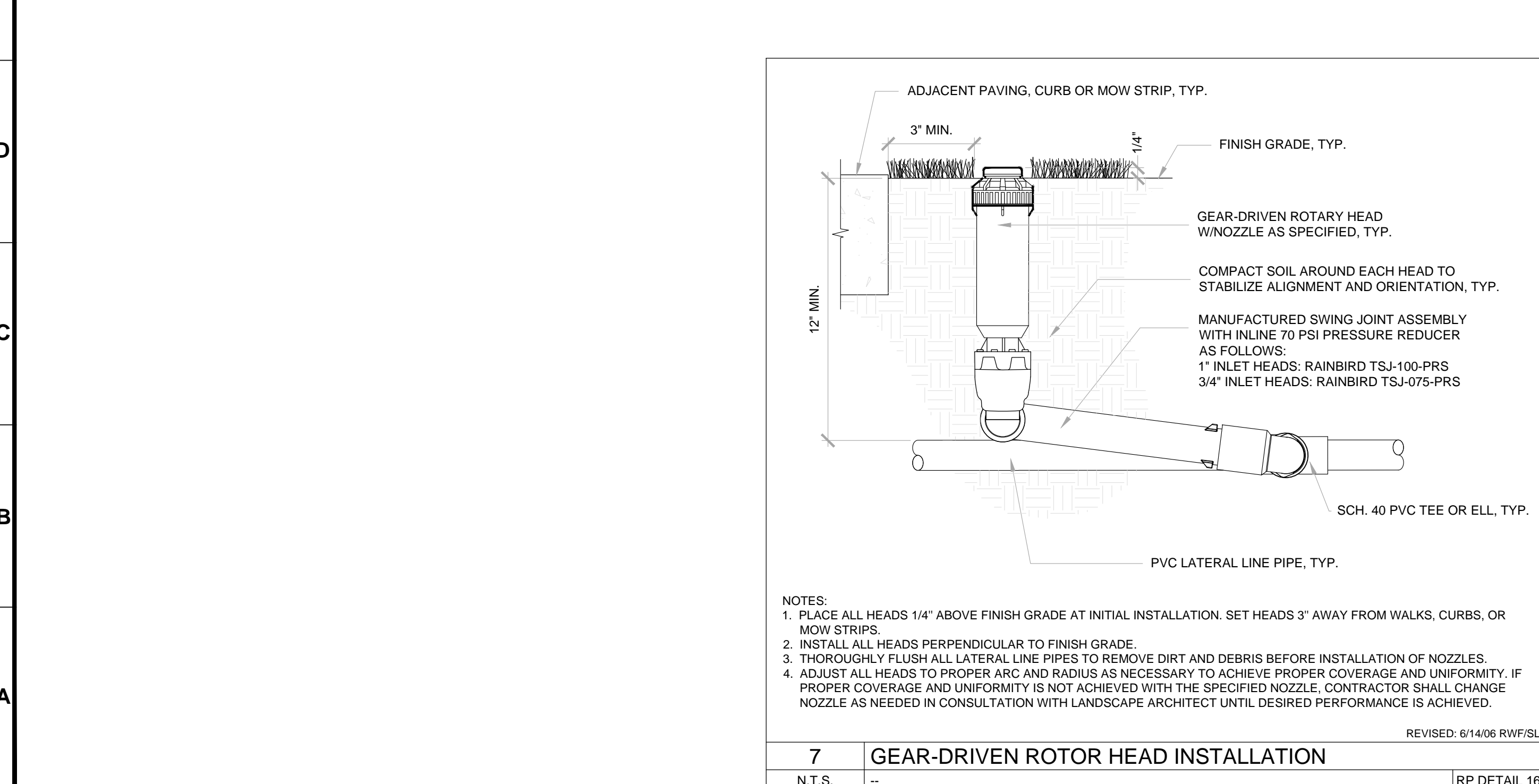
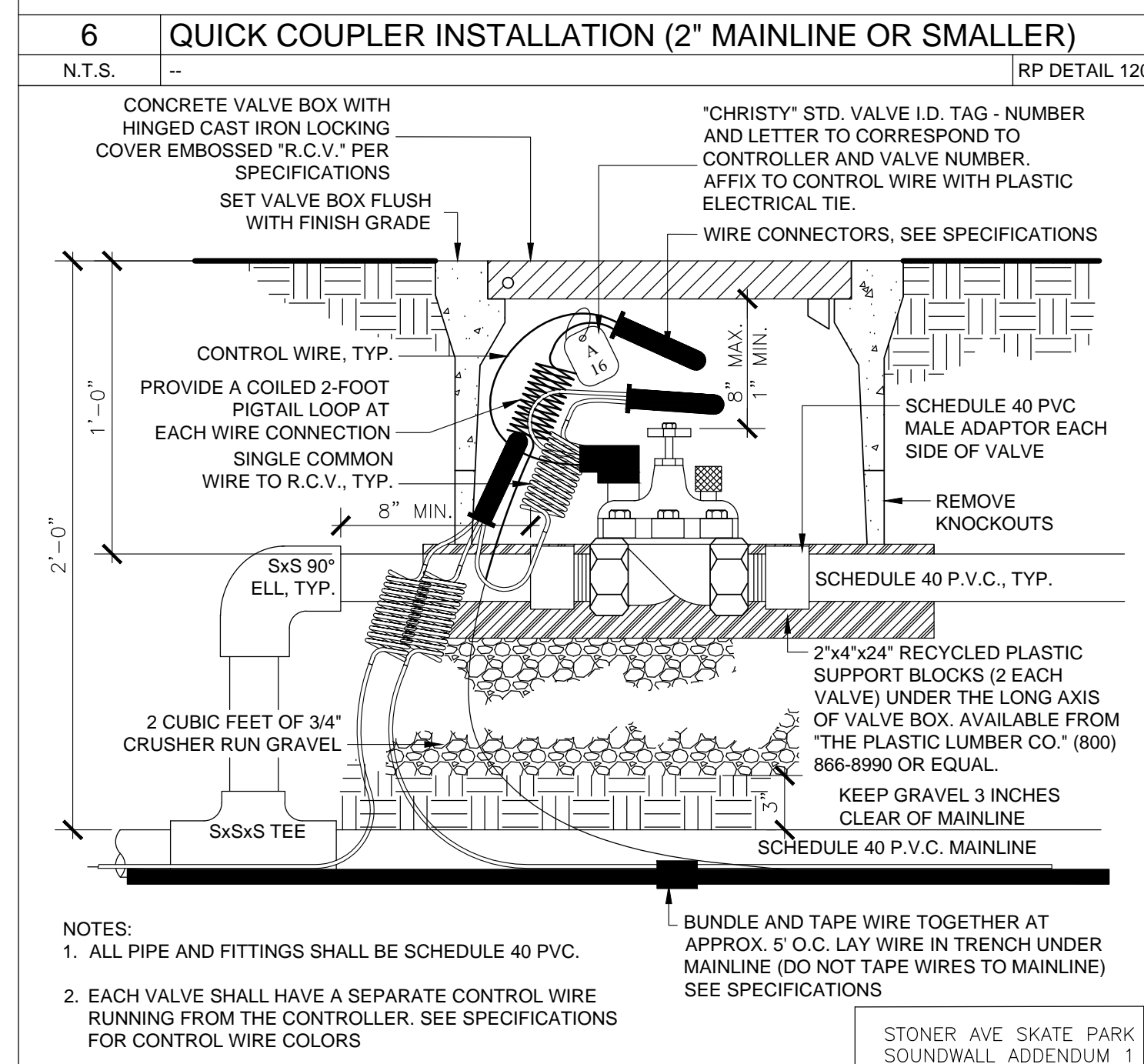
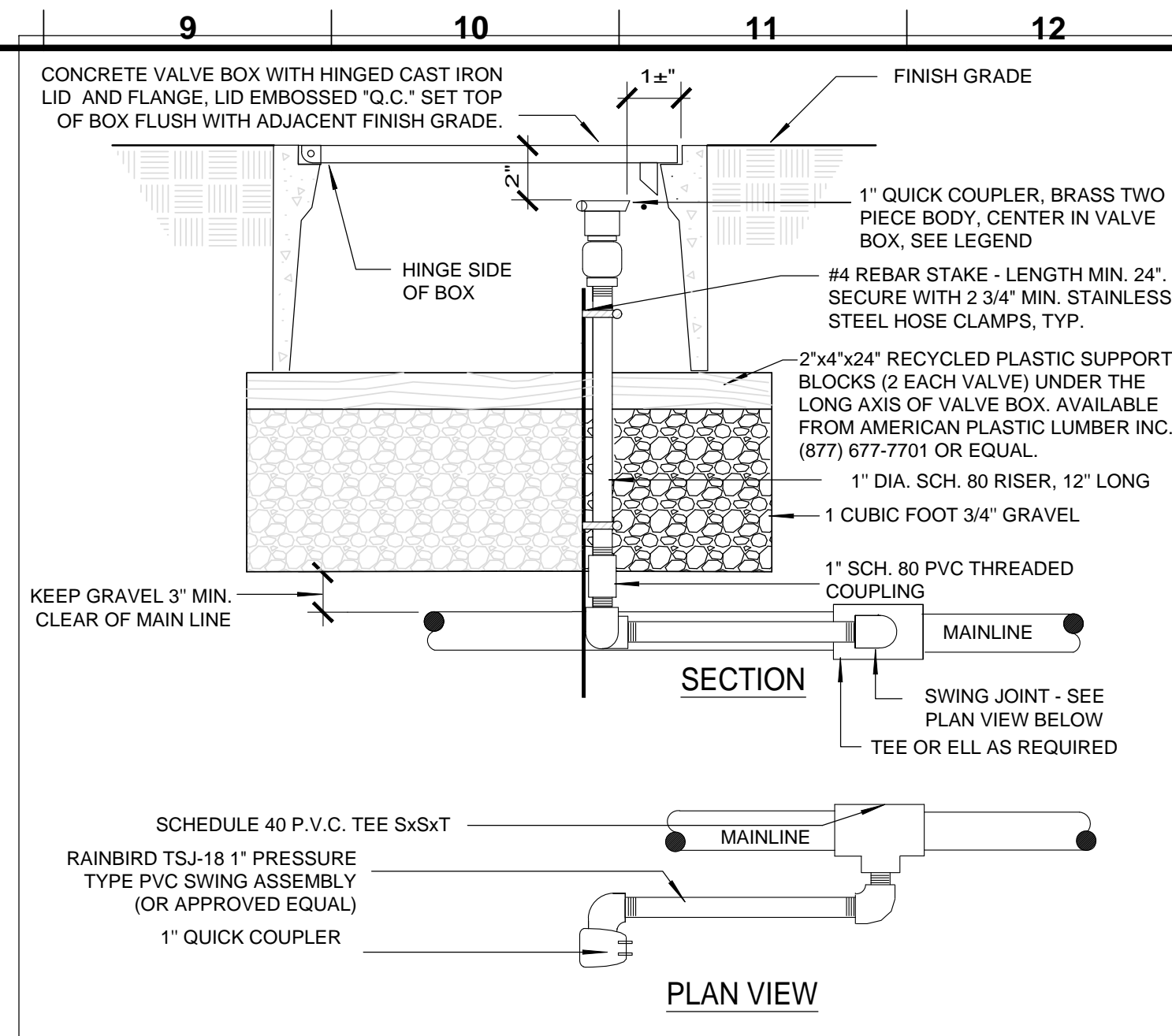
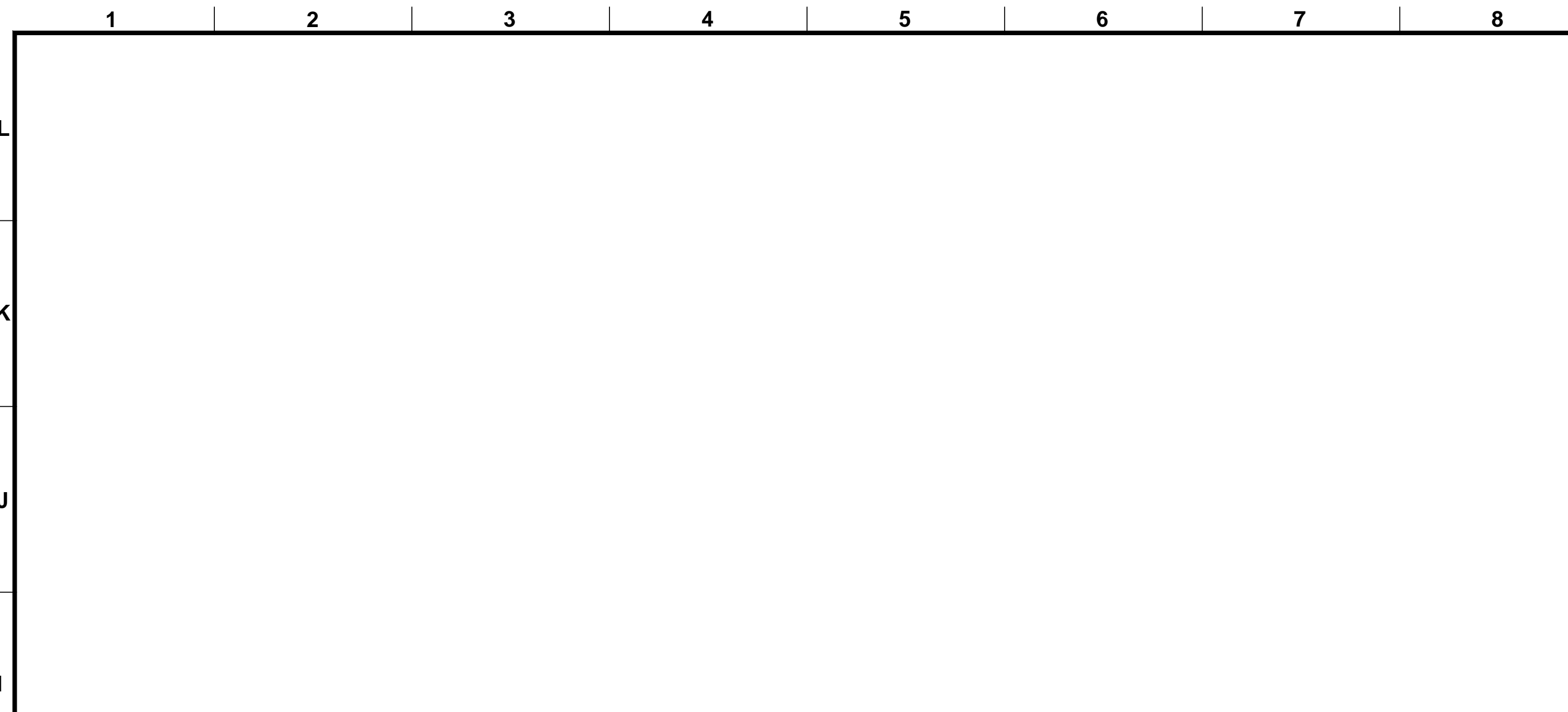
DRAWING NO.

**L.22**

SHEET 23 OF 35 SHEETS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

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7	GEAR-DRIVEN ROTOR HEAD INSTALLATION	RP DETAIL 162
4	VALVE BOX PLACEMENT	RP DETAIL 140

1	IRRIGATION TRENCHING DETAIL	RP DETAIL 135
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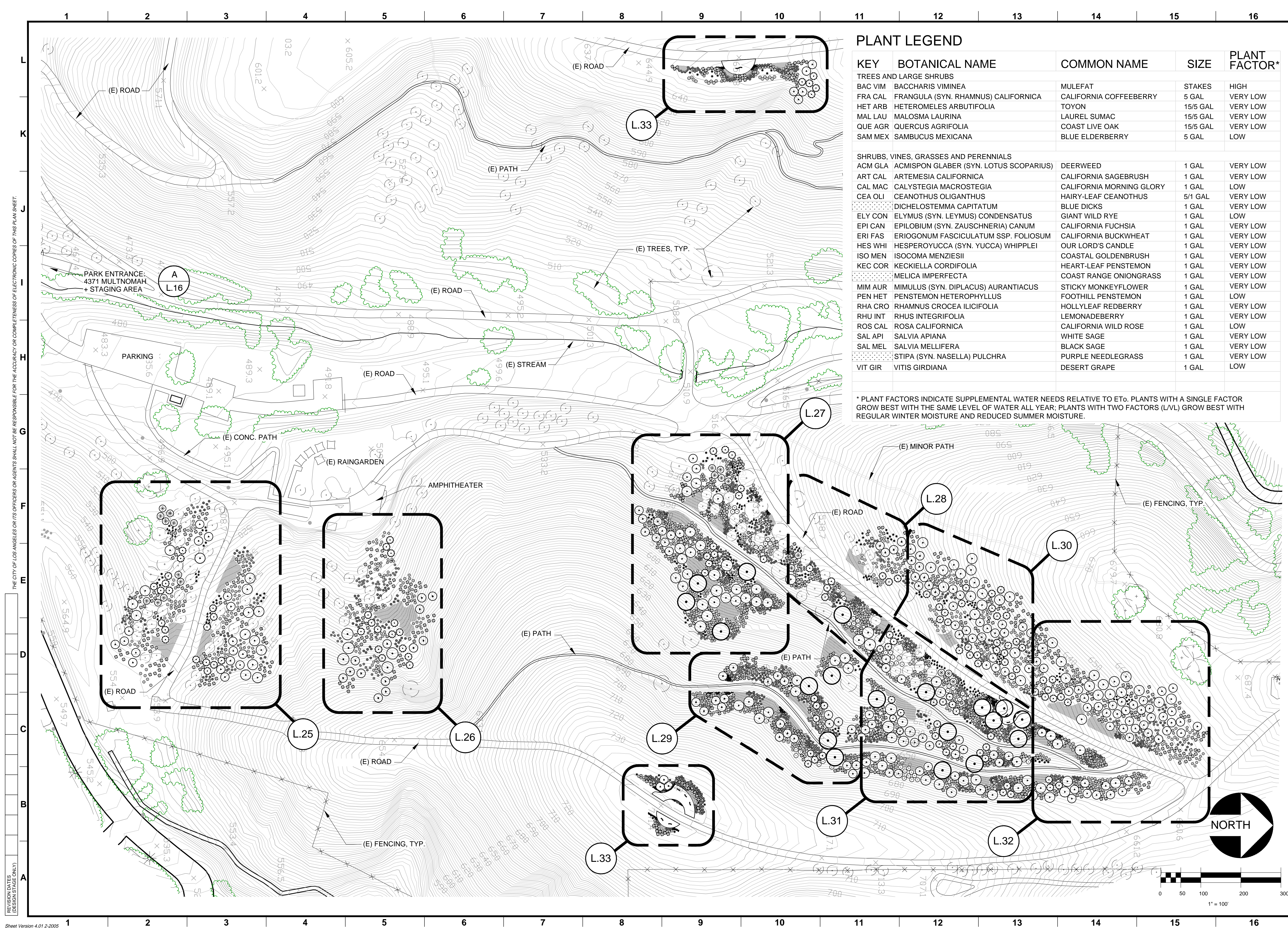
NO.	REVISION DESCRIPTION	DATE	BY

prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

ACCEPTED BY: **MIKE SHULL**, GEN. MANAGER  
 DATE: \_\_\_\_\_  
 ACCEPTED BY: **C. SANTO DOMINGO**, SUPERINTENDENT  
 DATE: \_\_\_\_\_  
 FOR BOARD OF RECREATION + PARKS  
 DATE: \_\_\_\_\_

VERTICAL CONTROL: 11-08292.NGV/D29-1986.ADJ  
 HORIZONTAL CONTROL: N/A  
 DRAWN BY: **HH**  
 IRRIGATION DETAILS (RAP STANDARD)  
 PROJECT: **ASCOT HILLS PARK HABITAT + GREENING**  
 ADDRESS: **4371 MULTNOMAH AVE., LOS ANGELES 90032**

PROJECT ID. No. --  
 DRAWING NO.  
**L.23**  
 SHEET 24 OF 35 SHEETS



**PLANT LEGEND**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	PLANT FACTOR*
<b>TREES AND LARGE SHRUBS</b>				
BAC VIM	BACCHARIS VIMINEA	MULEFAT	STAKES	HIGH
FRA CAL	FRANGULA (SYN. RHAMNUS) CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL	VERY LOW
HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	15/5 GAL	VERY LOW
MAL LAU	MALOSMA LAURINA	LAUREL SUMAC	15/5 GAL	VERY LOW
QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	15/5 GAL	VERY LOW
SAM MEX	SAMBUCUS MEXICANA	BLUE ELDERBERRY	5 GAL	LOW
<b>SHRUBS, VINES, GRASSES AND PERENNIALS</b>				
ACM GLA	ACMISPON GLABER (SYN. LOTUS SCOPARIUS)	DEERWEED	1 GAL	VERY LOW
ART CAL	ARTEMESIA CALIFORNICA	CALIFORNIA SAGEBRUSH	1 GAL	VERY LOW
CAL MAC	CALYSTEGIA MACROSTEGIA	CALIFORNIA MORNING GLORY	1 GAL	LOW
CEA OLI	CEANOTHUS OLIGANTHUS	HAIRY-LEAF CEANOTHUS	5/1 GAL	VERY LOW
DICHEL	DICHELOSTEMMA CAPITATUM	BLUE DICKS	1 GAL	VERY LOW
ELY CON	ELYMUS (SYN. LEYMUS) CONDENSATUS	GIANT WILD RYE	1 GAL	LOW
EPI CAN	EPILOBIUM (SYN. ZAUSCHNERIA) CANUM	CALIFORNIA FUCHSIA	1 GAL	VERY LOW
ERI FAS	ERIOGONUM FASCICULATUM SSP. FOLIOSUM	CALIFORNIA BUCKWHEAT	1 GAL	VERY LOW
HES WHI	HESPEROYUCCA (SYN. YUCCA) WHIPPLEI	OUR LORD'S CANDLE	1 GAL	VERY LOW
ISO MEN	ISOCOMA MENZIESII	COASTAL GOLDENBRUSH	1 GAL	VERY LOW
KEC COR	KECKIELLA CORDIFOLIA	HEART-LEAF PENSTEMON	1 GAL	VERY LOW
MELIC	MELICA IMPERFECTA	COAST RANGE ONIONGRASS	1 GAL	VERY LOW
MIM AUR	MIMULUS (SYN. DIPLACUS) AURANTIACUS	STICKY MONKEYFLOWER	1 GAL	VERY LOW
PEN HET	PENSTEMON HETEROPHYLLUS	FOOTHILL PENSTEMON	1 GAL	LOW
RHA CRO	RHAMNUS CROCEA ILICIFOLIA	HOLLYLEAF REDBERRY	1 GAL	VERY LOW
RHU INT	RHUS INTEGRIFOLIA	LEMONADEBERRY	1 GAL	VERY LOW
ROS CAL	ROSA CALIFORNICA	CALIFORNIA WILD ROSE	1 GAL	LOW
SAL API	SALVIA APIANA	WHITE SAGE	1 GAL	VERY LOW
SAL MEL	SALVIA MELLIFERA	BLACK SAGE	1 GAL	VERY LOW
STIPA	STIPA (SYN. NASELLA) PULCHRA	PURPLE NEEDLEGRASS	1 GAL	VERY LOW
VIT GIR	VITIS GIRDIANA	DESERT GRAPE	1 GAL	LOW

\* PLANT FACTORS INDICATE SUPPLEMENTAL WATER NEEDS RELATIVE TO ET<sub>0</sub>. PLANTS WITH A SINGLE FACTOR GROW BEST WITH THE SAME LEVEL OF WATER ALL YEAR; PLANTS WITH TWO FACTORS (LVL) GROW BEST WITH REGULAR WINTER MOISTURE AND REDUCED SUMMER MOISTURE.

REVISION DATES (DESIGN STAGE ONLY)  
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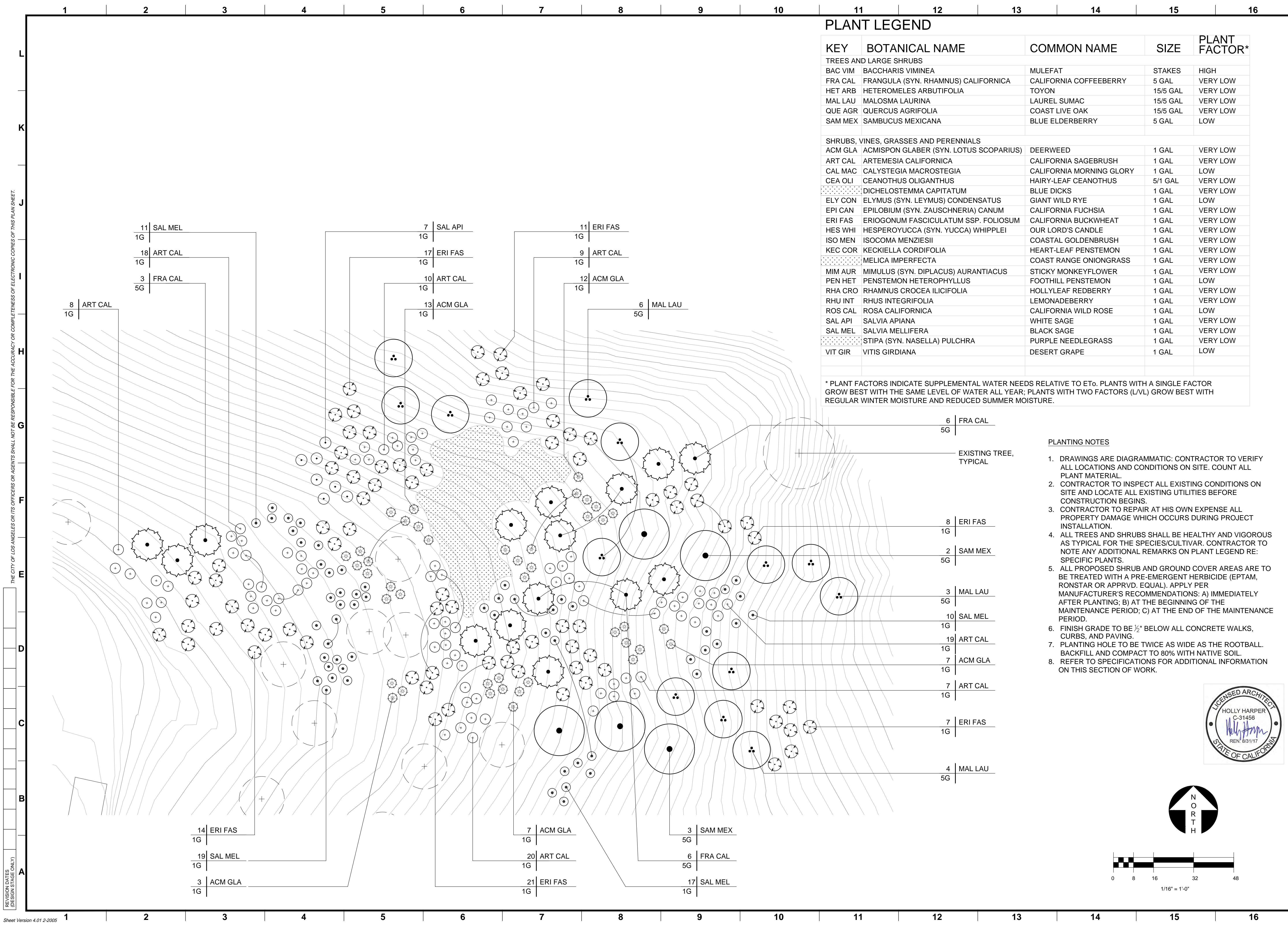
NO.	REVISION DESCRIPTION	DATE	BY

**North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

DEPARTMENT OF RECREATION AND PARKS MIKE SHULLI GEN. MANAGER ACCEPTED BY:	DATE: _____ DATE: _____ DATE: _____
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VERTICAL CONTROL: 11-09692-NGX/D29-1985-ADJ HORIZONTAL CONTROL: N/A	DRAWN BY: TR
SHEET TITLE: PLANTING PLAN PROJECT: ASCOT HILLS PARK HABITAT + GREENING ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032	PROJECT ID. No. _____ DRAWING NO. _____





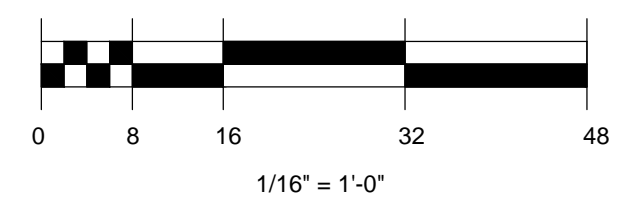
**PLANT LEGEND**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	PLANT FACTOR*
<b>TREES AND LARGE SHRUBS</b>				
BAC VIM	BACCHARIS VIMINEA	MULEFAT	STAKES	HIGH
FRA CAL	FRANGULA (SYN. RHAMNUS) CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL	VERY LOW
HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	15/5 GAL	VERY LOW
MAL LAU	MALOSMA LAURINA	LAUREL SUMAC	15/5 GAL	VERY LOW
QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	15/5 GAL	VERY LOW
SAM MEX	SAMBUCUS MEXICANA	BLUE ELDERBERRY	5 GAL	LOW
<b>SHRUBS, VINES, GRASSES AND PERENNIALS</b>				
ACM GLA	ACMISPON GLABER (SYN. LOTUS SCOPARIUS)	DEERWEED	1 GAL	VERY LOW
ART CAL	ARTEMESIA CALIFORNICA	CALIFORNIA SAGEBRUSH	1 GAL	VERY LOW
CAL MAC	CALYSTEGIA MACROSTEGIA	CALIFORNIA MORNING GLORY	1 GAL	LOW
CEA OLI	CEANOTHUS OLIGANTHUS	HAIRY-LEAF CEANOTHUS	5/1 GAL	VERY LOW
	DICHELOSTEMMA CAPITATUM	BLUE DICKS	1 GAL	VERY LOW
ELY CON	ELYMUS (SYN. LEYMUS) CONDENSATUS	GIANT WILD RYE	1 GAL	LOW
EPI CAN	EPILOBIUM (SYN. ZAUSCHNERIA) CANUM	CALIFORNIA FUCHSIA	1 GAL	VERY LOW
ERI FAS	ERIOGONUM FASCICULATUM SSP. FOLIOSUM	CALIFORNIA BUCKWHEAT	1 GAL	VERY LOW
HES WHI	HESPEROYUCCA (SYN. YUCCA) WHIPPLEI	OUR LORD'S CANDLE	1 GAL	VERY LOW
ISO MEN	ISOCOMA MENZIESII	COASTAL GOLDENBRUSH	1 GAL	VERY LOW
KEC COR	KECKIELLA CORDIFOLIA	HEART-LEAF PENSTEMON	1 GAL	VERY LOW
	MELICA IMPERFECTA	COAST RANGE ONIONGRASS	1 GAL	VERY LOW
MIM AUR	MIMULUS (SYN. DIPLACUS) AURANTIACUS	STICKY MONKEYFLOWER	1 GAL	VERY LOW
PEN HET	PENSTEMON HETEROPHYLLUS	FOOTHILL PENSTEMON	1 GAL	LOW
RHA CRO	RHAMNUS CROCEA ILICIFOLIA	HOLLYLEAF REDBERRY	1 GAL	VERY LOW
RHU INT	RHUS INTEGRIFOLIA	LEMONADEBERRY	1 GAL	VERY LOW
ROS CAL	ROSA CALIFORNICA	CALIFORNIA WILD ROSE	1 GAL	LOW
SAL API	SALVIA APIANA	WHITE SAGE	1 GAL	VERY LOW
SAL MEL	SALVIA MELLIFERA	BLACK SAGE	1 GAL	VERY LOW
	STIPA (SYN. NASELLA) PULCHRA	PURPLE NEEDLEGRASS	1 GAL	VERY LOW
VIT GIR	VITIS GIRDIANA	DESERT GRAPE	1 GAL	LOW

\* PLANT FACTORS INDICATE SUPPLEMENTAL WATER NEEDS RELATIVE TO ET<sub>o</sub>. PLANTS WITH A SINGLE FACTOR GROW BEST WITH THE SAME LEVEL OF WATER ALL YEAR; PLANTS WITH TWO FACTORS (LVL) GROW BEST WITH REGULAR WINTER MOISTURE AND REDUCED SUMMER MOISTURE.

**PLANTING NOTES**

- DRAWINGS ARE DIAGRAMMATIC; CONTRACTOR TO VERIFY ALL LOCATIONS AND CONDITIONS ON SITE. COUNT ALL PLANT MATERIAL.
- CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS ON SITE AND LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS.
- CONTRACTOR TO REPAIR AT HIS OWN EXPENSE ALL PROPERTY DAMAGE WHICH OCCURS DURING PROJECT INSTALLATION.
- ALL TREES AND SHRUBS SHALL BE HEALTHY AND VIGOROUS AS TYPICAL FOR THE SPECIES/CULTIVAR. CONTRACTOR TO NOTE ANY ADDITIONAL REMARKS ON PLANT LEGEND RE: SPECIFIC PLANTS.
- ALL PROPOSED SHRUB AND GROUND COVER AREAS ARE TO BE TREATED WITH A PRE-EMERGENT HERBICIDE (EPTAM, RONSTAR OR APPRV. EQUAL). APPLY PER MANUFACTURER'S RECOMMENDATIONS: A) IMMEDIATELY AFTER PLANTING; B) AT THE BEGINNING OF THE MAINTENANCE PERIOD; C) AT THE END OF THE MAINTENANCE PERIOD.
- FINISH GRADE TO BE 1/2" BELOW ALL CONCRETE WALKS, CURBS, AND PAVING.
- PLANTING HOLE TO BE TWICE AS WIDE AS THE ROOTBALL. BACKFILL AND COMPACT TO 80% WITH NATIVE SOIL.
- REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION ON THIS SECTION OF WORK.



NO.	REVISION DESCRIPTION	DATE	BY

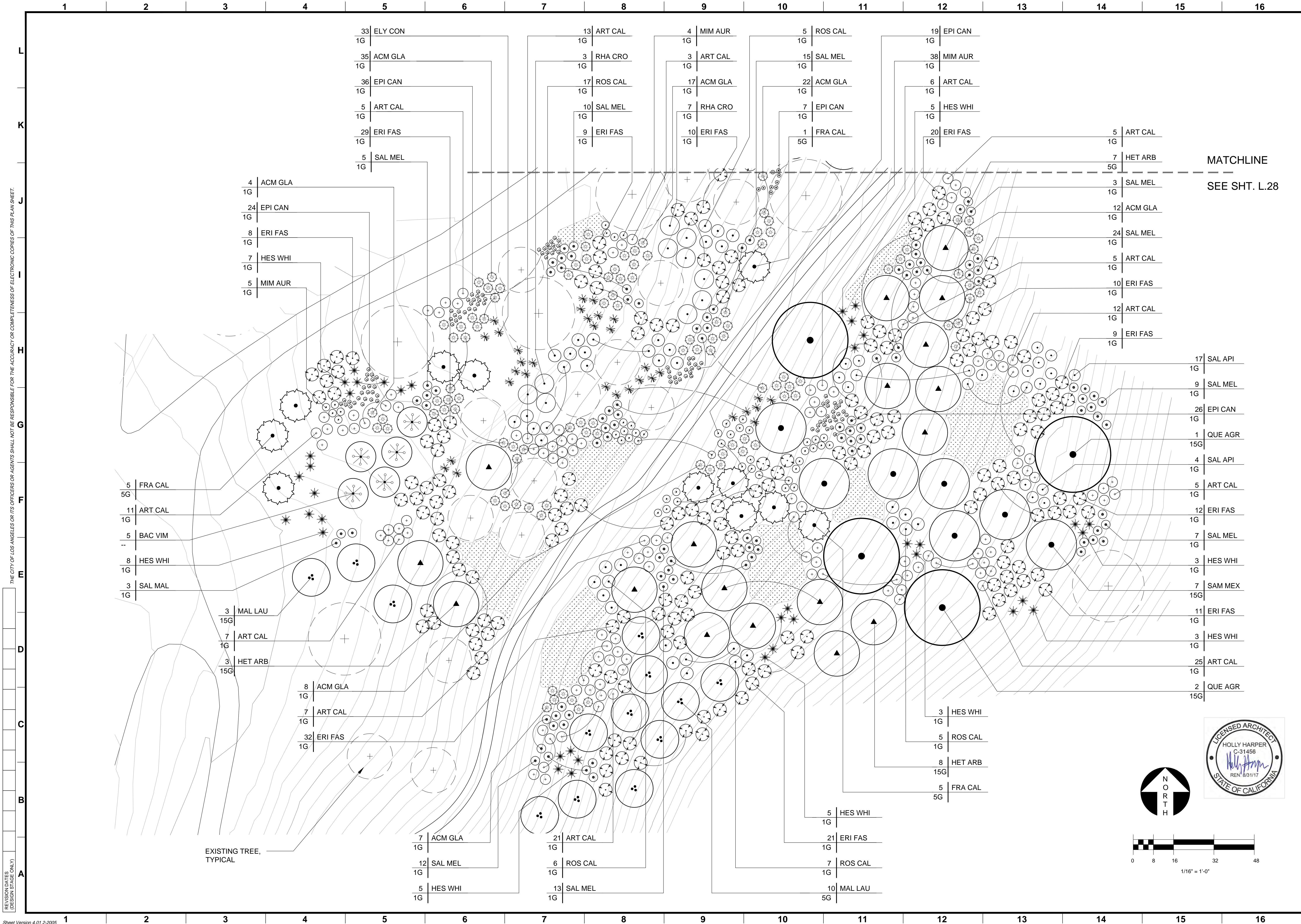
prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

DEPARTMENT OF RECREATION AND PARKS  
 GEN. MANAGER  
 MIKE SHULLI  
 ACCEPTED BY: \_\_\_\_\_  
 C. SANTO DOMINGO SUPERINTENDENT  
 DATE \_\_\_\_\_  
 FOR BOARD OF RECREATION + PARKS  
 DATE \_\_\_\_\_

VERTICAL CONTROL: 11-08992.NGV028.1985.ADJ  
 HORIZONTAL CONTROL: N/A  
 SHEET TITLE: PLANTING PLAN, Above Amphitheater  
 DRAWN BY: TR  
 PROJECT: ASCOT HILLS PARK HABITAT + GREENING  
 ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032

PROJECT ID. No.  
 DRAWING NO.  
**L.26**  
 SHEET 27 OF 35 SHEETS

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WORK ACCEPTED SERIAL NO. \_\_\_\_\_  
INDEX NO. \_\_\_\_\_

prepared by:

**North East Trees**  
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fax: 323.441.8618  
info@northeasttrees.org



DEPARTMENT OF RECREATION AND PARKS

MIKE SHULL	GEN. MANAGER	ACCEPTED BY:	DATE
C. SANTO DOMINGO	SUPERINTENDENT	DATE	DATE
FOR BOARD OF RECREATION + PARKS		DATE	DATE

CITY OF LOS ANGELES

VERTICAL CONTROL: 11-08292.NGV/D99-1985.ADU	HORIZONTAL CONTROL: N/A
SHEET TITLE: PLANTING PLAN, North Draw, Plan 1	
PROJECT: ASCOTT HILLS PARK HABITAT + GREENING	
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032	

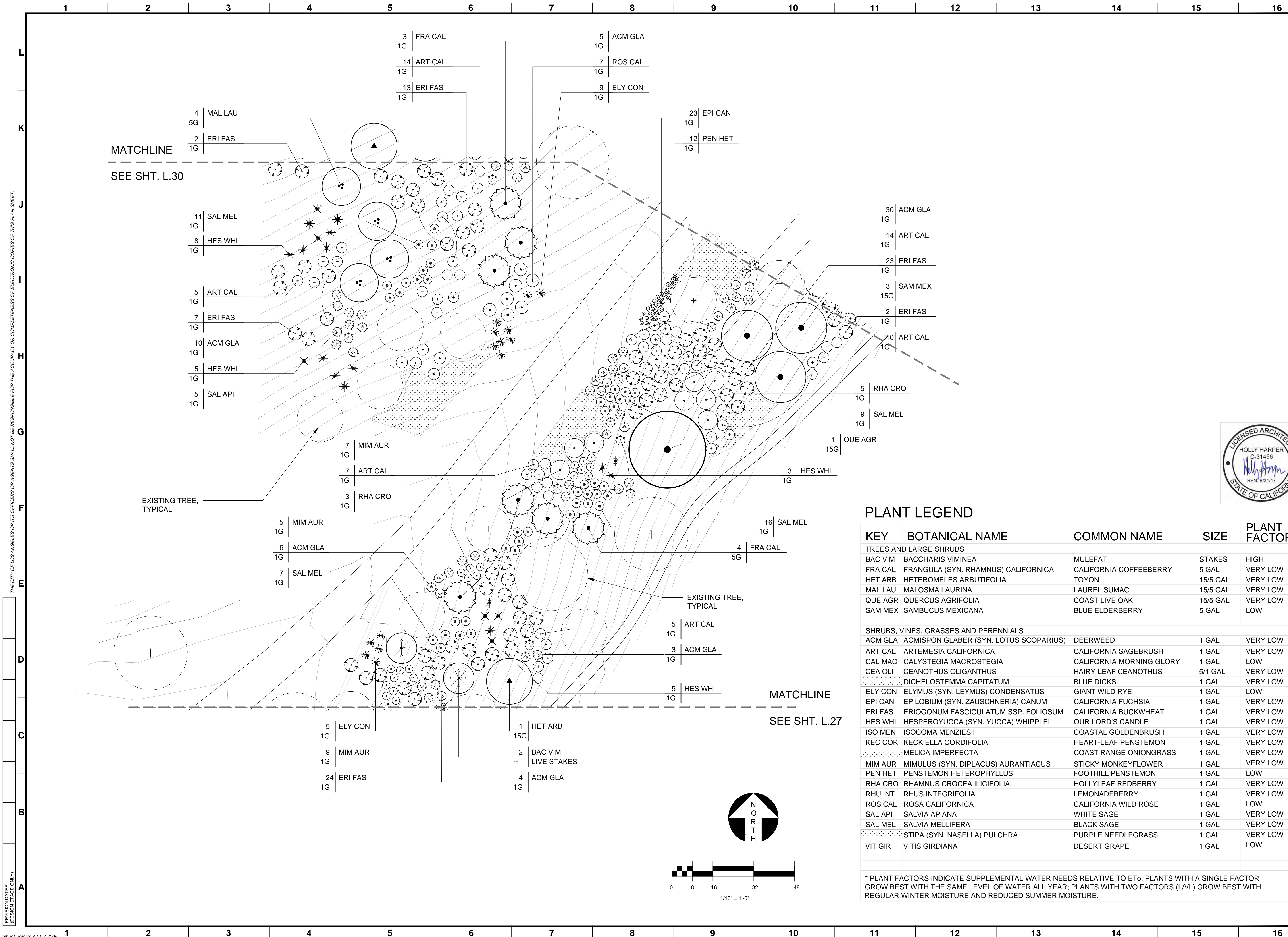
DRAWN BY: TR

PROJECT ID No. \_\_\_\_\_

DRAWING NO.

**L.27**

SHEET 28 OF 35 SHEETS



**PLANT LEGEND**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	PLANT FACTOR*
<b>TREES AND LARGE SHRUBS</b>				
BAC VIM	BACCHARIS VIMINEA	MULEFAT	STAKES	HIGH
FRA CAL	FRANGULA (SYN. RHAMNUS) CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL	VERY LOW
HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	15/5 GAL	VERY LOW
MAL LAU	MALOSMA LAURINA	LAUREL SUMAC	15/5 GAL	VERY LOW
QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	15/5 GAL	VERY LOW
SAM MEX	SAMBUCUS MEXICANA	BLUE ELDERBERRY	5 GAL	LOW
<b>SHRUBS, VINES, GRASSES AND PERENNIALS</b>				
ACM GLA	ACMISPON GLABER (SYN. LOTUS SCOPARIUS)	DEERWEED	1 GAL	VERY LOW
ART CAL	ARTEMESIA CALIFORNICA	CALIFORNIA SAGEBRUSH	1 GAL	VERY LOW
CAL MAC	CALYSTEGIA MACROSTEGIA	CALIFORNIA MORNING GLORY	1 GAL	LOW
CEA OLI	CEANOTHUS OLIGANTHUS	HAIRY-LEAF CEANOTHUS	5/1 GAL	VERY LOW
DICHEL	DICHELOSTEMMA CAPITATUM	BLUE DICKS	1 GAL	VERY LOW
ELY CON	ELYMUS (SYN. LEYMUS) CONDENSATUS	GIANT WILD RYE	1 GAL	LOW
EPI CAN	EPILOBIUM (SYN. ZAUSCHNERIA) CANUM	CALIFORNIA FUCHSIA	1 GAL	VERY LOW
ERI FAS	ERIOGONUM FASCICULATUM SSP. FOLIOSUM	CALIFORNIA BUCKWHEAT	1 GAL	VERY LOW
HES WHI	HESPERUYCCA (SYN. YUCCA) WHIPPLEI	OUR LORD'S CANDLE	1 GAL	VERY LOW
ISO MEN	ISOCOMA MENZIESII	COASTAL GOLDENBRUSH	1 GAL	VERY LOW
KEC COR	KECKIELLA CORDIFOLIA	HEART-LEAF PENSTEMON	1 GAL	VERY LOW
MEL IMP	MELICA IMPERFECTA	COAST RANGE ONIONGRASS	1 GAL	VERY LOW
MIM AUR	MIMULUS (SYN. DIPLACUS) AURANTIACUS	STICKY MONKEYFLOWER	1 GAL	VERY LOW
PEN HET	PENSTEMON HETEROPHYLLUS	FOOTHILL PENSTEMON	1 GAL	LOW
RHA CRO	RHAMNUS CROCEA ILICIFOLIA	HOLLYLEAF REDBERRY	1 GAL	VERY LOW
RHU INT	RHUS INTEGRIFOLIA	LEMONADEBERRY	1 GAL	VERY LOW
ROS CAL	ROSA CALIFORNICA	CALIFORNIA WILD ROSE	1 GAL	LOW
SAL API	SALVIA APIANA	WHITE SAGE	1 GAL	VERY LOW
SAL MEL	SALVIA MELLIFERA	BLACK SAGE	1 GAL	VERY LOW
STIPA	STIPA (SYN. NASELLA) PULCHRA	PURPLE NEEDLEGRASS	1 GAL	VERY LOW
VIT GIR	VITIS GIRDIANA	DESERT GRAPE	1 GAL	LOW

\* PLANT FACTORS INDICATE SUPPLEMENTAL WATER NEEDS RELATIVE TO ET<sub>0</sub>. PLANTS WITH A SINGLE FACTOR GROW BEST WITH THE SAME LEVEL OF WATER ALL YEAR; PLANTS WITH TWO FACTORS (L/VL) GROW BEST WITH REGULAR WINTER MOISTURE AND REDUCED SUMMER MOISTURE.



NO.	REVISION DESCRIPTION	DATE	BY

WORK ACCEPTED SERIAL NO. \_\_\_\_\_  
INDEX NO. \_\_\_\_\_

prepared by: **North East Trees**  
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fax: 323.441.8618  
info@northeasttrees.org

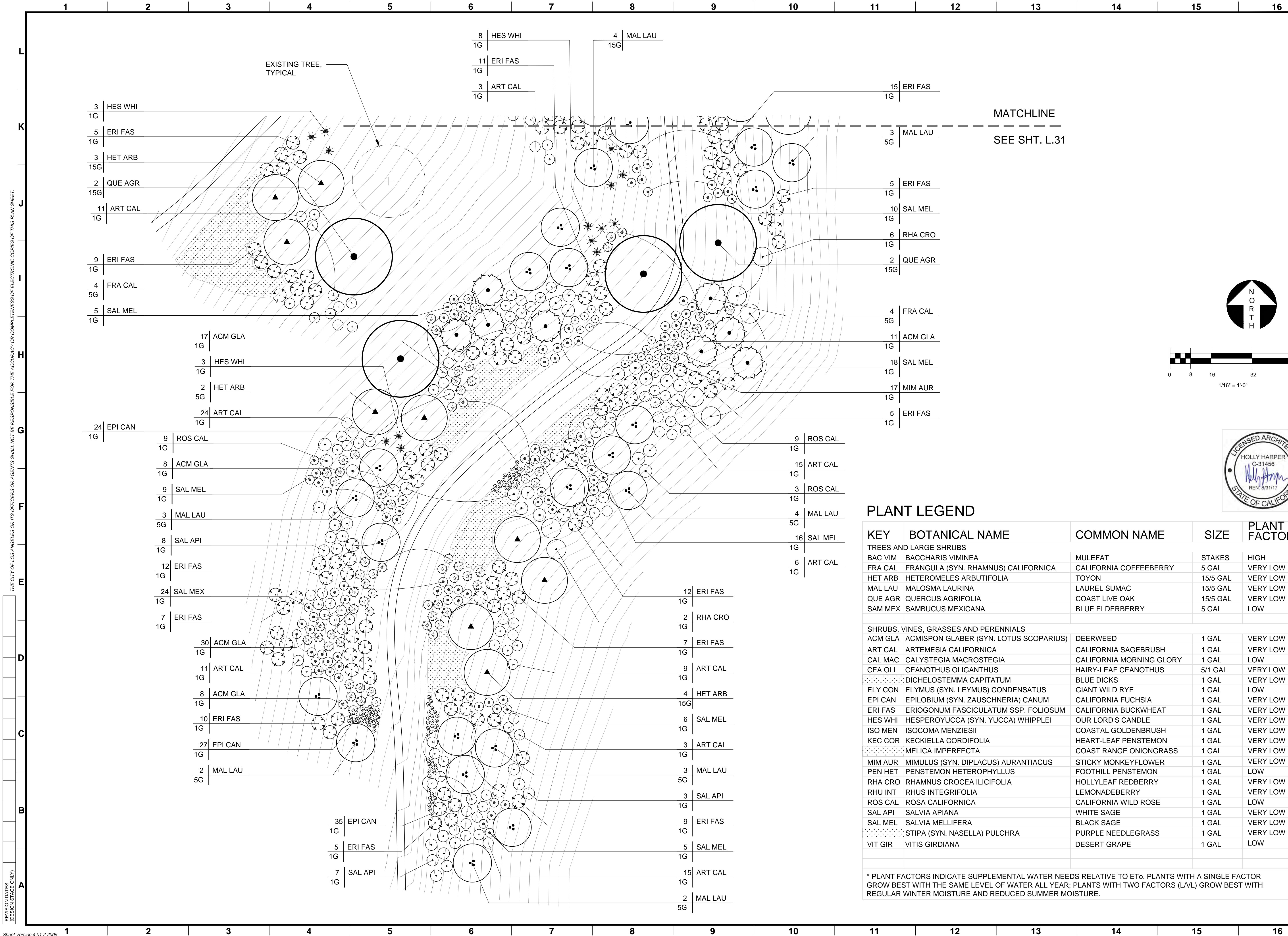
ACCEPTED BY:	DATE
MIKE SHULL	
GEN. MANAGER	
ACCEPTED BY:	DATE
C. SANTO DOMINGO	
SUPERINTENDENT	
FOR BOARD OF RECREATION + PARKS	

VERTICAL CONTROL:	11-08292.NGV/D99-1985.ADU
HORIZONTAL CONTROL:	NA
SHEET TITLE:	PLANTING PLAN, North Draw, Plan 2
PROJECT:	ASCOT HILLS PARK HABITAT + GREENING
ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032
DRAWN BY:	TR

PROJECT ID. No. \_\_\_\_\_  
DRAWING NO. **L.28**  
SHEET 29 OF 35 SHEETS

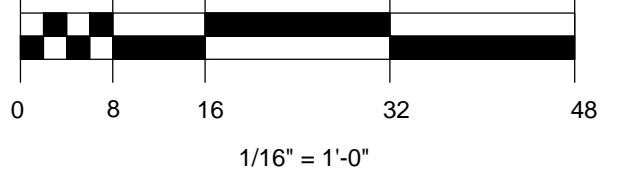
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REVISION DATES (DESIGN STAGE ONLY)



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**PLANT LEGEND**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	PLANT FACTOR*
<b>TREES AND LARGE SHRUBS</b>				
BAC VIM	BACCHARIS VIMINEA	MULEFAT	STAKES	HIGH
FRA CAL	FRANGULA (SYN. RHAMNUS) CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL	VERY LOW
HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	15/5 GAL	VERY LOW
MAL LAU	MALOSMA LAURINA	LAUREL SUMAC	15/5 GAL	VERY LOW
QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	15/5 GAL	VERY LOW
SAM MEX	SAMBUCUS MEXICANA	BLUE ELDERBERRY	5 GAL	LOW
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\* PLANT FACTORS INDICATE SUPPLEMENTAL WATER NEEDS RELATIVE TO ET<sub>0</sub>. PLANTS WITH A SINGLE FACTOR GROW BEST WITH THE SAME LEVEL OF WATER ALL YEAR; PLANTS WITH TWO FACTORS (LVL) GROW BEST WITH REGULAR WINTER MOISTURE AND REDUCED SUMMER MOISTURE.

NO.	REVISION DESCRIPTION	DATE	BY

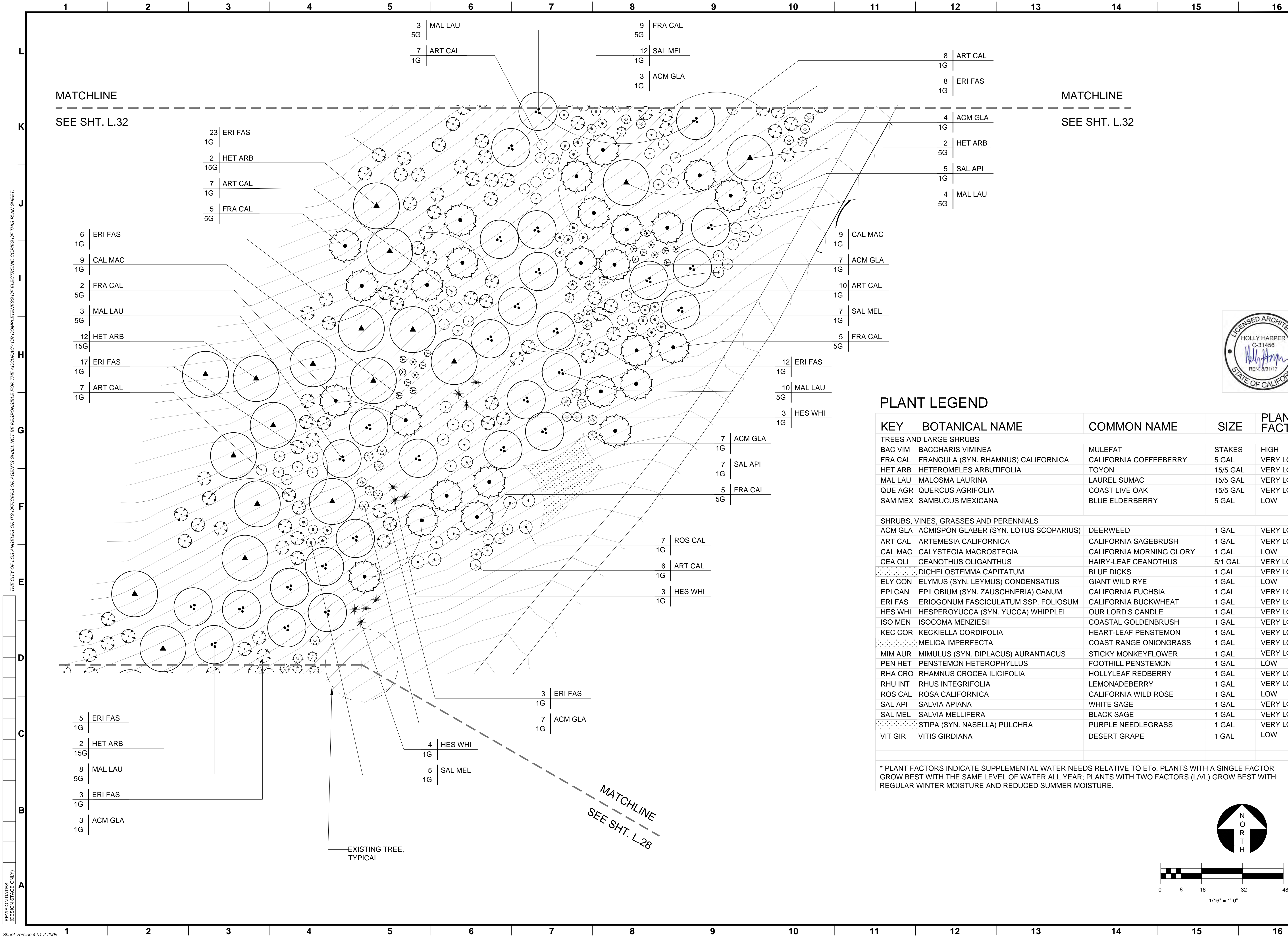
prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

DEPARTMENT OF RECREATION AND PARKS  
 prepared by: **MIKE SHULL** GEN. MANAGER  
 ACCEPTED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 C. SANTO DOMINGO, SUPERINTENDENT  
 FOR BOARD OF RECREATION + PARKS

CITY OF LOS ANGELES  
 VERTICAL CONTROL: 11-08292.NGV/D99-1985.ADJ  
 HORIZONTAL CONTROL: NA  
 SHEET TITLE: PLANTING PLAN, North Draw, Plan 3  
 PROJECT: ASCOT HILLS PARK HABITAT + GREENING  
 ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032  
 DRAWN BY: TR

PROJECT ID. No. \_\_\_\_\_  
 DRAWING NO. **L.29**  
 SHEET 30 OF 35 SHEETS

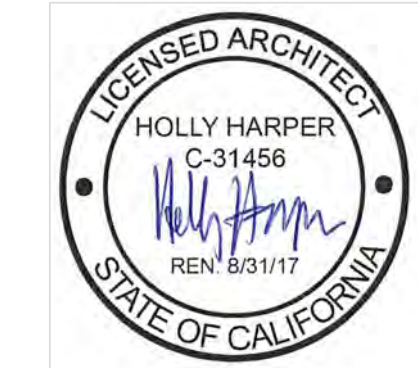




### PLANT LEGEND

KEY	BOTANICAL NAME	COMMON NAME	SIZE	PLANT FACTOR*
<b>TREES AND LARGE SHRUBS</b>				
BAC VIM	BACCHARIS VIMINEA	MULEFAT	STAKES	HIGH
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ACM GLA	ACMISPON GLABER (SYN. LOTUS SCOPARIUS)	DEERWEED	1 GAL	VERY LOW
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ELY CON	ELYMUS (SYN. LEYMUS) CONDENSATUS	GIANT WILD RYE	1 GAL	LOW
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ROS CAL	ROSA CALIFORNICA	CALIFORNIA WILD ROSE	1 GAL	LOW
SAL API	SALVIA APIANA	WHITE SAGE	1 GAL	VERY LOW
SAL MEL	SALVIA MELLIFERA	BLACK SAGE	1 GAL	VERY LOW
[Pattern]	STIPA (SYN. NASELLA) PULCHRA	PURPLE NEEDLEGRASS	1 GAL	VERY LOW
VIT GIR	VITIS GIRDIANA	DESERT GRAPE	1 GAL	LOW

\* PLANT FACTORS INDICATE SUPPLEMENTAL WATER NEEDS RELATIVE TO Et<sub>0</sub>. PLANTS WITH A SINGLE FACTOR GROW BEST WITH THE SAME LEVEL OF WATER ALL YEAR; PLANTS WITH TWO FACTORS (LVL) GROW BEST WITH REGULAR WINTER MOISTURE AND REDUCED SUMMER MOISTURE.



NO.	REVISION DESCRIPTION	DATE	BY

WORK ACCEPTED SERIAL NO. \_\_\_\_\_

INDEX NO. \_\_\_\_\_

prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

ACCEPTED BY:	GEN. MANAGER	DATE
MIKE SHULL		

C. SANTO DOMINGO, SUPERINTENDENT

FOR BOARD OF RECREATION + PARKS

VERTICAL CONTROL:	11-08292.NGV/D99-1985.ADJ	DATE
HORIZONTAL CONTROL:	NA	

SHEET TITLE: PLANTING PLAN, North Draw, Plan 4

PROJECT: ASCOTT HILLS PARK HABITAT + GREENING

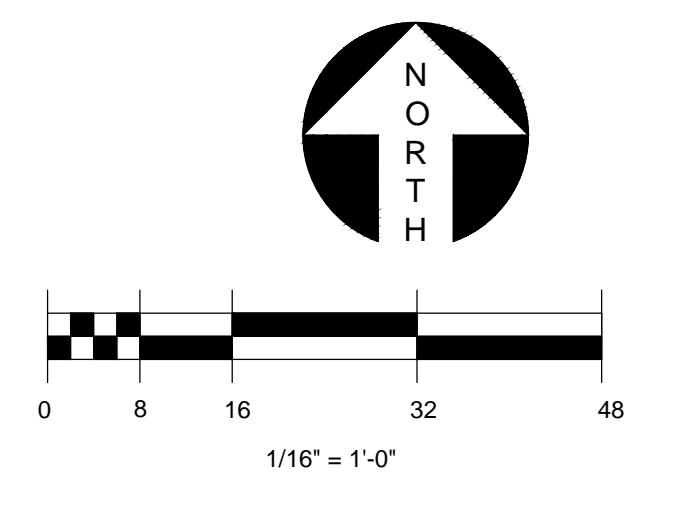
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032

DRAWN BY: TR

PROJECT ID. No. \_\_\_\_\_

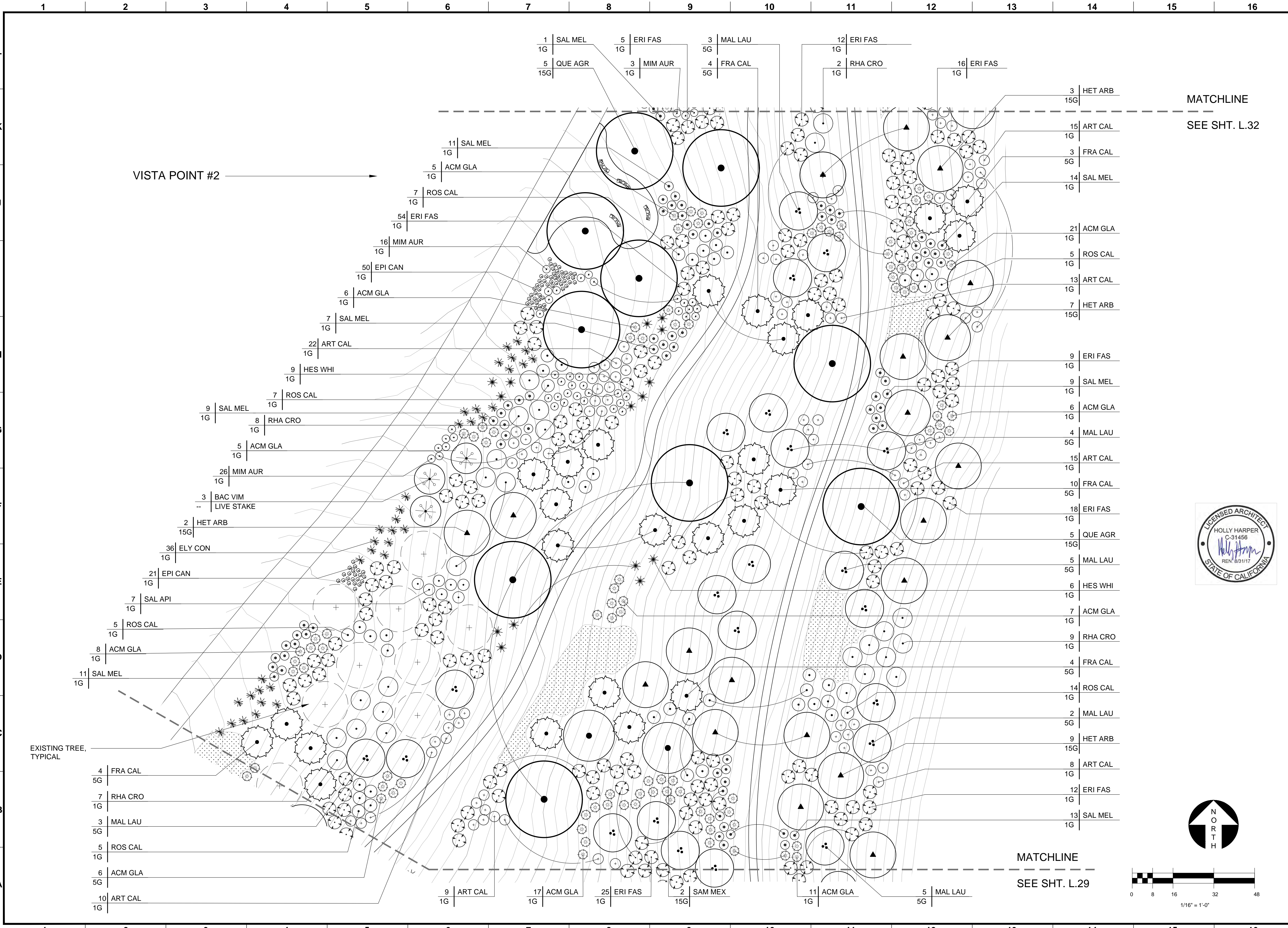
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SHEET 31 OF 35 SHEETS



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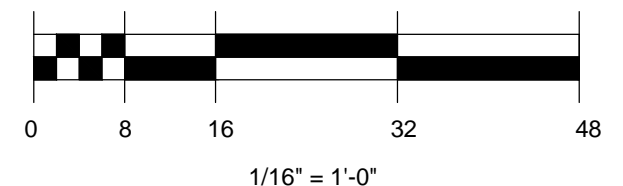
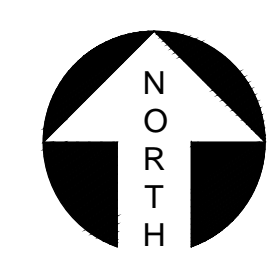
REVISION DATES  
(DESIGN STAGE ONLY)



VISTA POINT #2

MATCHLINE  
SEE SHT. L.32

MATCHLINE  
SEE SHT. L.29



NO.	REVISION DESCRIPTION	DATE	BY

prepared by:

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 Los Angeles, CA 90065  
 phone: 323.441.8634  
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 info@northeasttrees.org



MIKE SHULL	GEN. MANAGER	ACCEPTED BY:	DATE
C. SANTO DOMINGO	SUPERINTENDENT		DATE
	FOR BOARD OF RECREATION + PARKS		DATE

VERTICAL CONTROL:	11-08992-NV028-1985-ADJ	DRAWN BY:	TR
HORIZONTAL CONTROL:	N/A	PROJECT:	PLANTING PLAN, North Draw, Plan 5
		PROJECT:	ASCOT HILLS PARK HABITAT + GREENING
		ADDRESS:	4371 MULTNOMAH AVE., LOS ANGELES 90032

PROJECT ID. No.	
DRAWING NO.	<b>L.31</b>
SHEET 32 OF 35 SHEETS	

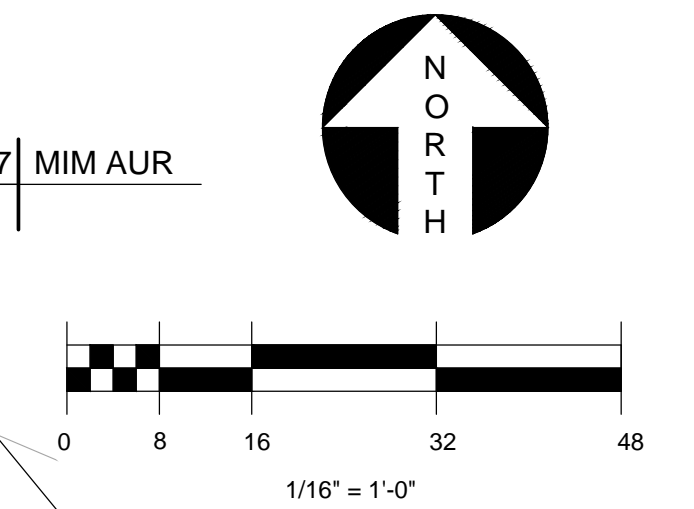
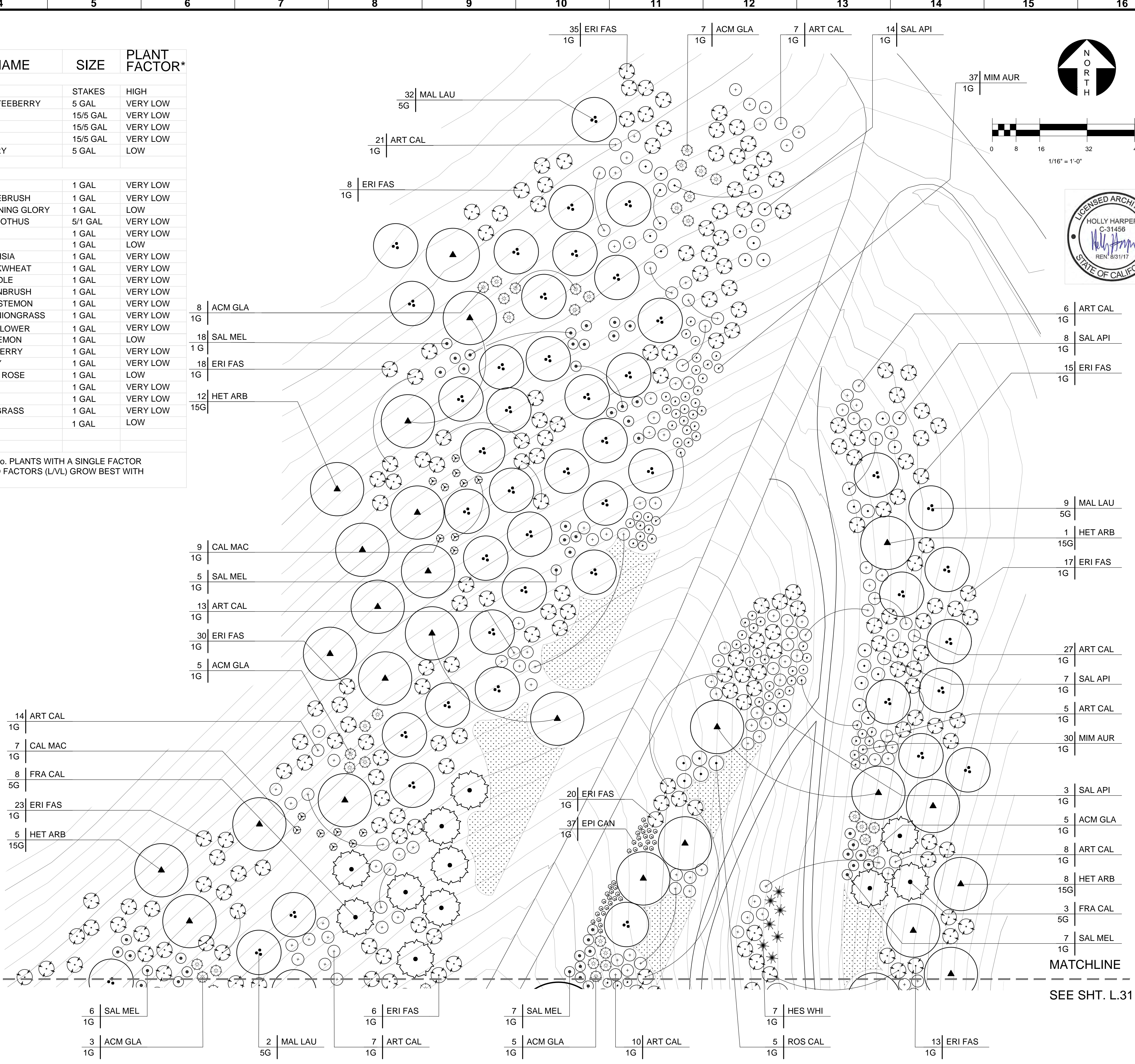
PLANT LEGEND

KEY	BOTANICAL NAME	COMMON NAME	SIZE	PLANT FACTOR*
<b>TREES AND LARGE SHRUBS</b>				
BAC VIM	BACCHARIS VIMINEA	MULEFAT	STAKES	HIGH
FRA CAL	FRANGULA (SYN. RHAMNUS) CALIFORNICA	CALIFORNIA COFFEEBERRY	5 GAL	VERY LOW
HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	15/5 GAL	VERY LOW
MAL LAU	MALOSMA LAURINA	LAUREL SUMAC	15/5 GAL	VERY LOW
QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	15/5 GAL	VERY LOW
SAM MEX	SAMBUCUS MEXICANA	BLUE ELDERBERRY	5 GAL	LOW
<b>SHRUBS, VINES, GRASSES AND PERENNIALS</b>				
ACM GLA	ACMISPON GLABER (SYN. LOTUS SCOPARIUS)	DEERWEED	1 GAL	VERY LOW
ART CAL	ARTEMESIA CALIFORNICA	CALIFORNIA SAGEBRUSH	1 GAL	VERY LOW
CAL MAC	CALYSTEGIA MACROSTEGIA	CALIFORNIA MORNING GLORY	1 GAL	LOW
CEA OLI	CEANOTHUS OLIGANTHUS	HAIRY-LEAF CEANOTHUS	5/1 GAL	VERY LOW
DICHELOSTEMMA	DICHELOSTEMMA CAPITATUM	BLUE DICKS	1 GAL	VERY LOW
ELY CON	ELYMUS (SYN. LEYMUS) CONDENSATUS	GIANT WILD RYE	1 GAL	LOW
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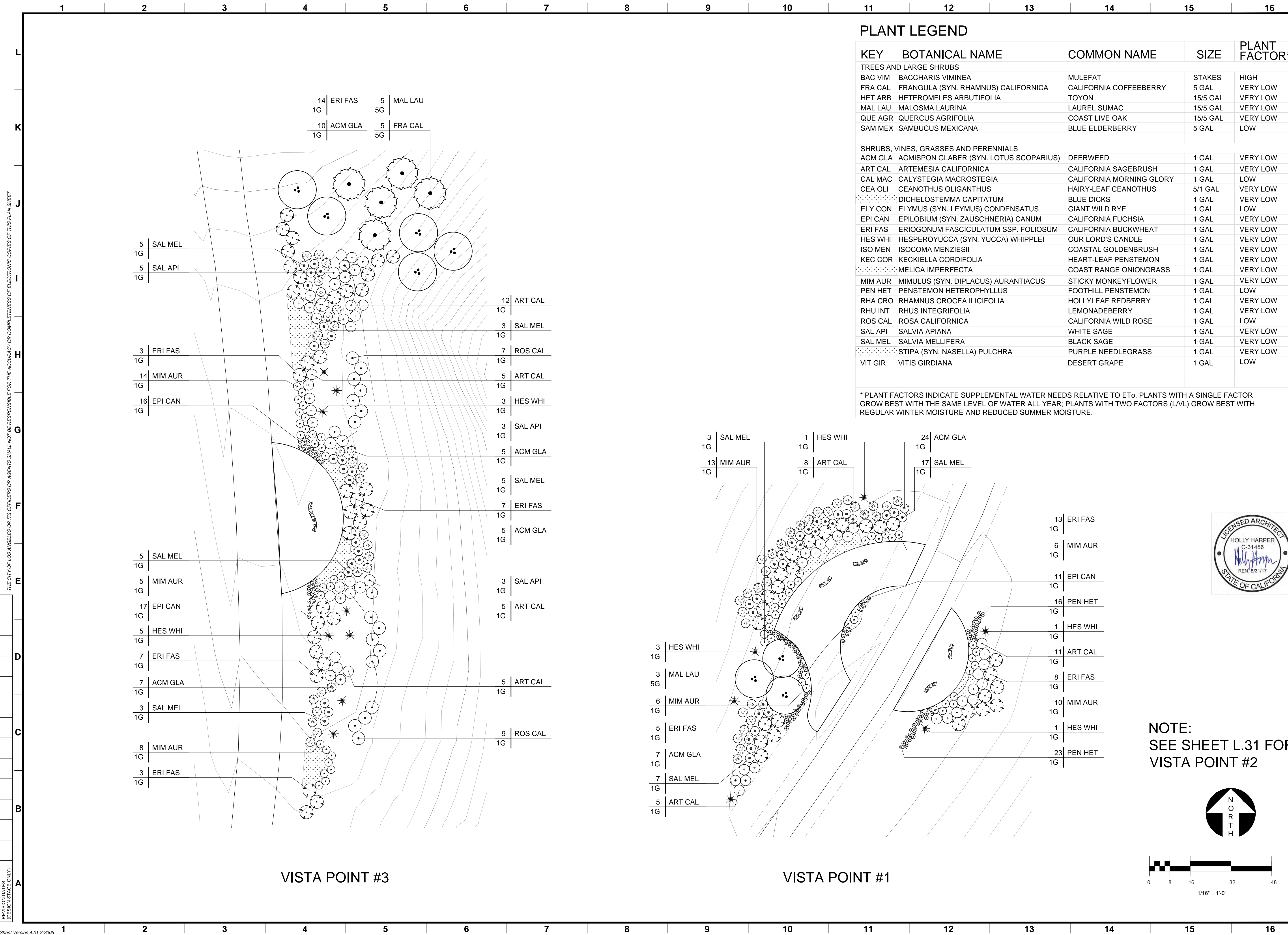
DEPARTMENT OF RECREATION AND PARKS  
MIKE SHULL, GEN. MANAGER  
ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
C. SANTO DOMINGO, SUPERINTENDENT  
DATE: \_\_\_\_\_  
FOR BOARD OF RECREATION + PARKS

CITY OF LOS ANGELES  
VERTICAL CONTROL: 11-08292.NGV/D99-1985.ADU  
HORIZONTAL CONTROL: N/A  
SHEET TITLE: PLANTING PLAN, North Draw, Plan 6  
PROJECT: ASCOT HILLS PARK HABITAT + GREENING  
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032  
DRAWN BY: TR

PROJECT ID No. \_\_\_\_\_  
DRAWING NO. **L.32**  
SHEET 33 OF 35 SHEETS

MATCHLINE  
SEE SHT. L.30

MATCHLINE  
SEE SHT. L.31



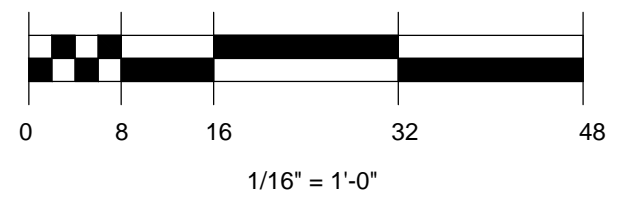
**PLANT LEGEND**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	PLANT FACTOR*
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[Pattern]	STIPA (SYN. NASELLA) PULCHRA	PURPLE NEEDLEGRASS	1 GAL	VERY LOW
VIT GIR	VITIS GIRDIANA	DESERT GRAPE	1 GAL	LOW

\* PLANT FACTORS INDICATE SUPPLEMENTAL WATER NEEDS RELATIVE TO ET<sub>0</sub>. PLANTS WITH A SINGLE FACTOR GROW BEST WITH THE SAME LEVEL OF WATER ALL YEAR; PLANTS WITH TWO FACTORS (LVL) GROW BEST WITH REGULAR WINTER MOISTURE AND REDUCED SUMMER MOISTURE.



**NOTE:**  
SEE SHEET L.31 FOR  
VISTA POINT #2



THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES (DESIGN STAGE ONLY)

NO.	REVISION DESCRIPTION	DATE	BY

prepared by: **North East Trees**  
 570 West Avenue 26  
 Los Angeles, CA 90065  
 phone: 323.441.8634  
 fax: 323.441.8618  
 info@northeasttrees.org

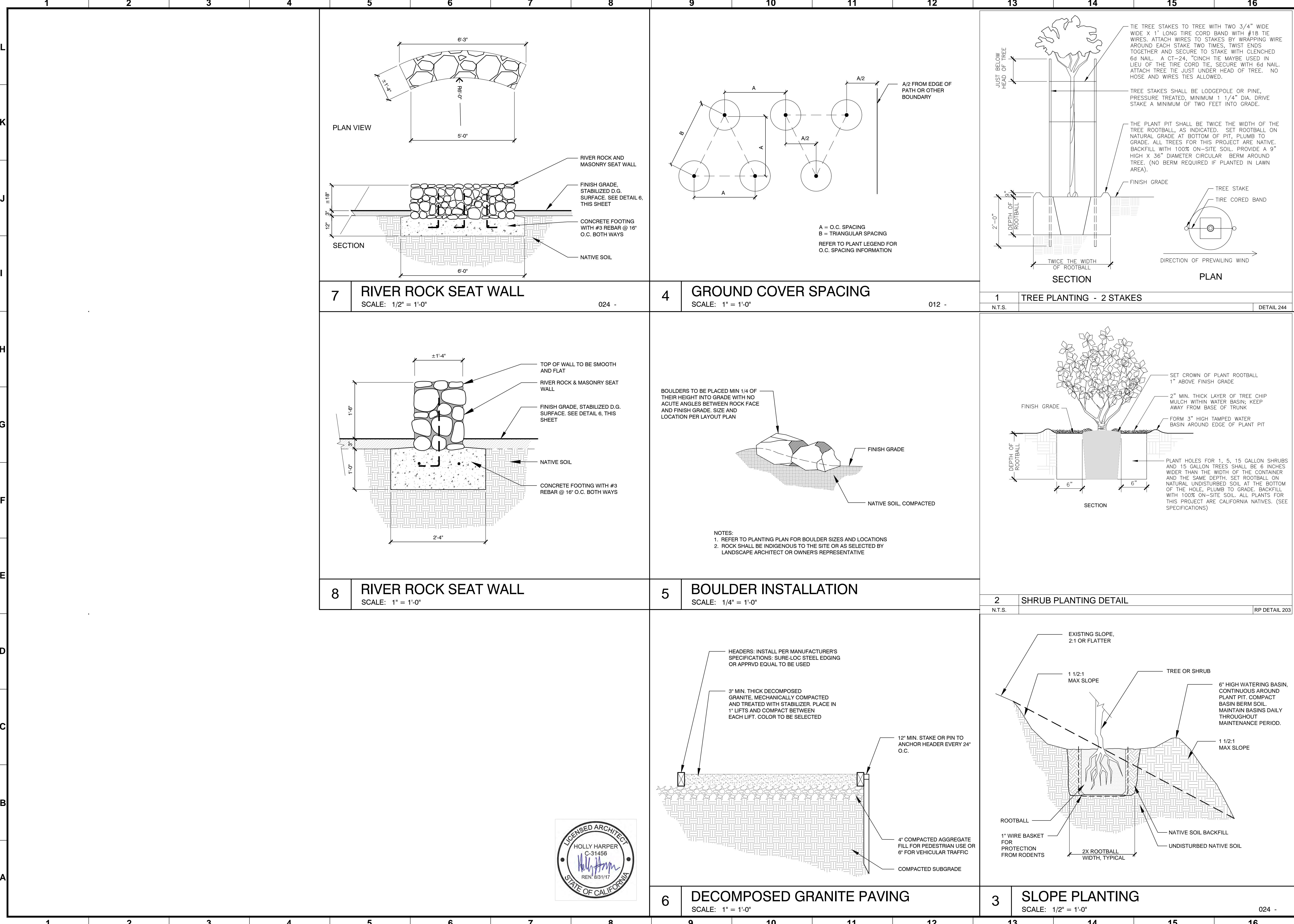
DEPARTMENT OF RECREATION AND PARKS  
 MIKE SHULL, GEN. MANAGER  
 ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 C. SANTO DOMINGO, SUPERINTENDENT  
 DATE: \_\_\_\_\_  
 FOR BOARD OF RECREATION + PARKS

CITY OF LOS ANGELES  
 VERTICAL CONTROL: 11-08292.NGV/D29-1985.ADJ  
 HORIZONTAL CONTROL: N/A  
 SHEET TITLE: PLANTING PLAN, Vista Points  
 PROJECT: ASCOT HILLS PARK HABITAT + GREENING  
 ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032  
 DRAWN BY: TR

PROJECT ID. No.  
 DRAWING NO.  
**L.33**  
 SHEET 34 OF 35 SHEETS

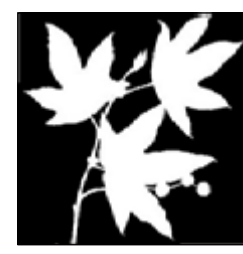
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES (DESIGN STAGE ONLY)



NO.	REVISION DESCRIPTION	DATE	BY

**North East Trees**  
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Los Angeles, CA 90065  
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info@northeasttrees.org

prepared by:   
MIKE SHULL, GEN. MANAGER  
ACCEPTED BY: \_\_\_\_\_  
C. SANTO DOMINGO, SUPERINTENDENT  
FOR BOARD OF RECREATION + PARKS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS  
VERTICAL CONTROL: 11-08282 INGV/D28-1885.ADJ  
HORIZONTAL CONTROL: N/A  
SHEET TITLE: PLANTING DETAILS  
PROJECT: ASCOT HILLS PARK HABITAT + GREENING  
ADDRESS: 4371 MULTNOMAH AVE., LOS ANGELES 90032  
DRAWN BY: TR

PROJECT ID No. \_\_\_\_\_  
DRAWING NO. **L.34**  
SHEET 35 OF 35 SHEETS

**BOARD REPORT**

NO. 17-164

DATE August 9, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: HARBOR CITY PARK – SKATE PARK (PRJ21143) PROJECT – ALLOCATION OF QUIMBY FEES

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<i>CSD</i> _____	N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Three Hundred Sixty Thousand, Five Hundred Eleven Dollars (\$360,511.00) in Quimby Fees from Quimby Account No. 89460K-00 to Harbor City Park Account No. 89460K-HC;
2. Approve the allocation of Three Hundred Sixty Thousand Five Hundred Eleven Dollars (\$360,511.00) in Quimby Fees from Harbor City Park Account No. 89460K-HC for the Harbor City Park – Skate Park (PRJ21143) Project (Project);
3. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; and,
4. Find that a fully developed project scope is not available at this time to make an environmental determination under California Environmental Quality Act (CEQA), and further environmental documentation will be required upon completion of a detailed Project scope.

SUMMARY

Harbor City Park is located at 24901 Frampton Avenue in the Harbor City area of the City. This 11.07 acre facility provides baseball fields, basketball courts, a recreation center, and a play area for the surrounding community. Approximately Seven Thousand One Hundred Fifty Eight (7,158) City residents live within a one half (1/2) mile walking distance of Harbor City Park. Due to the size of the park, and the facilities and features and programs it provides, Harbor City Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

BOARD REPORT

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PROJECT SCOPE

The Project proposes the development of a new skate park.

A complete project scope and cost for the proposed Project has not yet been developed. Additional community outreach and design work is needed to determine the appropriate development plan for the project.

PROJECT FUNDING

Upon approval of this report, Three Hundred Sixty Thousand Five Hundred Eleven Dollars (\$360,511.00) in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to Harbor City Park Account No. 89460K-HC and will be allocated to the Harbor City Park – Skate Park (PRJ21143) Project.

The total funding available for the Harbor City Park – Skate Park (PRJ21143) Project would be Three Hundred Sixty Thousand, Five Hundred Eleven Dollars (\$360,511.00).

These Quimby Fees were collected within five (5) miles of Harbor City Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund No./Dept. No./Acct No.	Amount	Percentage
Quimby Fees	302/89/89460K-HC	\$360,511.00	100%
<b>Total</b>		\$360,511.00	100%

PROJECT CONSTRUCTION

Staff has determined that sufficient funding has not yet been identified for the Project. However, RAP staff recommends that available funding be transferred to the Harbor City Park Account No. 89460K-HC, and allocated to the Project, and that those funds remain in that account until the complete project scope has been determined and sufficient funds have been identified to begin project implementation.

It is unknown at this time when construction of this project can commence.

TREES AND SHADE

The impact on existing trees or shade at Harbor City Park, and discussion of any new trees or new shade proposed to be added to Harbor City Park, will be presented to the Board in a subsequent Report.

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ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that CEQA will be addressed when the complete Project scope has been determined and sufficient funds have been identified to begin the Project.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than RAP's General Fund.

The maintenance of the proposed park improvements are unknown at this time.

This Report was prepared by Wendy Cervantes, Management Assistant, Planning, Maintenance and Construction Branch.



**BOARD REPORT**

**NO.** 17-165

**DATE** August 9, 2017

**C.D.** 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** CANCELLATION OF QUIMBY FUNDED ACQUISITION PROJECTS – TRANSFER OF EXPENDITURES – TRANSFER OF QUIMBY FUNDS – 410 NORTH CENTER STREET (PRJ1113A) PROJECT; 1133 SOUTH HOPE – PARK ACQUISITION (PRJ20042) PROJECT; 3<sup>RD</sup> AND ROSE STREET PARK (PRJ1114A) PROJECT; 9<sup>TH</sup> AND HILL- PARK ACQUISITION (PRJ20454) PROJECT

AP Diaz _____	V. Israel _____
<i>for</i> *R. Barajas <u>CSD</u>	N. Williams _____
H. Fujita _____	

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Take the following actions regarding 410 North Center Street (PRJ1113A) Project;
  - A. Cancel the 410 North Center Street (PRJ1113A) Project, as described in the Summary of this Report;
  - B. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer expenditures of Three Thousand, Five Hundred Dollars (\$3,500.00) from Quimby Account No. 89460K-DU to Planning and Construction Contractual Services Fund No. 302 Department No. 88 Account No. 003040 (RAPX0900) and allocate it for the 410 North Center Street (PRJ1113A) Project;
  - C. Approve the reallocation of Twenty Thousand Dollars (\$20,000.00) in Quimby Fees from 410 North Center Street (PRJ1113A) Project;
  - D. Authorize RAP's Chief Accounting Employee to transfer Twenty Thousand Dollars (\$20,000.00) in Quimby Fees from the Ducommum & Center Street Park Account No. 89460K-DU to the Quimby Account No. 89460K-00;

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2. Take the following actions regarding 1133 South Hope - Park Acquisition (PRJ20042) Project;
  - A. Cancel the 1133 South Hope - Park Acquisition (PRJ20042) Project, as described in the Summary of this Report;
  - B. Authorize RAP's Chief Accounting Employee to transfer expenditures of Nine Thousand, Three Hundred Thirty-Nine Dollars, Ninety-Four cents (\$9,339.94) from Quimby Account No. 89460K-EH to Planning and Construction Contractual Services Fund 302 Department No. 88 Account No. 003040 (RAPX0900) and allocate it for the 1133 South Hope – Park Acquisition (PRJ20042) Project;
  - C. Approve the of reallocation Twenty Five Thousand Dollars (\$25,000.00) in Quimby Fees from 1133 South Hope - Park Acquisition (PRJ20042) Project;
  - D. Authorize RAP's Chief Accounting Employee to transfer Twenty Five Thousand Dollars (\$25,000.00) in Quimby Fees from the 1133 South Hope Account No. 89460K-EH to the Quimby Account No. 89460K-00;
3. Take the following actions regarding 3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project;
  - A. Cancel the 3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project, as described in the Summary of this Report;
  - B. Authorize RAP's Chief Accounting Employee to transfers expenditures of Three Thousand Five Hundred Dollars (\$3,500.00) from Quimby Account No. 89460K-TH to the Planning and Construction Contractual Services Fund No. 302 Department No. 88 Account No. 003040 (RAPX0900) and allocate it for the 3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project;
  - C. Approve the reallocation of Ninety Two Thousand Seven Hundred Eighteen Dollars and Seventy Four Cents (\$92,718.74) in Quimby Fees from 3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project;
  - D. Authorize RAP's Chief Accounting Employee to transfer Ninety Two Thousand Seven Hundred Eighteen Dollars and Seventy Four Cents (\$92,718.74) in Quimby Fees from the 3<sup>rd</sup> and Rose Street Park Account No. 89460K-TH to the Quimby Account No. 89460K-00;
4. Take the following actions regarding 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project;
  - A. Cancel the 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project, as described in the Summary of this Report;

BOARD REPORT

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- B. Authorize RAP's Chief Accounting Employee to transfer expenditure of Seven Thousand Four Hundred Twenty Seven Dollars and Fifty Cents (\$7,427.50) from Quimby Account NO 89460K-AI to the Planning and Construction Contractual Services Fund No. 302 Department No. 88 Account 003040 (RAPX0900) and allocate it for the 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project;
  - C. Approve the reallocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees from 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project;
  - D. Authorize RAP's Chief Accounting Employee to transfer Ten Thousand Dollars (\$10,000.00) in Quimby Fees from the 9<sup>th</sup> and Hill Account No. 89460K-AI to the Quimby Account No. 89460K-00;
5. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Board of Recreation and Parks Commissioners (Board) previously approved the allocation of available Quimby Fees for the four (4) park acquisition projects, identified below, and authorized RAP staff to address due diligence requirements and environmental site assessments for all fourteen proposed projects (Report Nos. 07-140 and 09-161, 07-218, 10-055 and 10-123).

- 410 North Center Street (PRJ1113A) Project
- 1133 South Hope - Park Acquisition (PRJ20042) Project
- 3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project
- 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project

However, these four (4) proposed acquisitions were never completed. Therefore, Quimby funded expenditures incurred to complete these projects need to be transferred to other funding sources, and the projects need to be cancelled in order to reallocate the Quimby Funds to other projects.

410 North Center Street (PRJ1113A) Project

On September 19, 2007, the Board of Recreation and Parks Commissioners (Board) approved preliminary authorization to proceed with the acquisition of the parcel identified by the Assessor Parcel Number (APN): 5173-021-002 located at 410 North Center Street, Los Angeles, California 90012. The property measured approximately 51,808 square feet or 1.19 acres. The property was meant to be part of the L.A. River Revitalization Master Plan. In addition, the Board approved the allocation of Twenty Thousand Dollars (\$20,000.00) in Quimby Fees for a formal appraisal and Phase I site assessment (Report No. 07-218).

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However, the proposed acquisition was never completed due to an unwilling seller.

RAP expenditures for this project were Three Thousand Five Hundred Dollars (\$3,500.00) for the environmental assessment of the proposed park site.

Upon approval of this Report, Three Thousand Five Hundred Dollars (\$3,500.00) will be allocated from the Planning and Construction Contractual Services Fund No. 302 Department No. 88 Account No. 003040 to the 410 North Center Street (PRJ1113A) Project. Additionally, Twenty Thousand Dollars (\$20,000.00) in Quimby Fees will be transferred from the Ducommun & Center Street Park Account No. 89460K-DU to the Quimby Account No. 89460K-00.

1133 South Hope - Park Acquisition (PRJ20042) Project

On May 17, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 1133 South Hope Street, in the Downtown community of the City, for the development of a new public park. The subject property, with an APN 5138-014-0045, 138-014-0055, 138-014-006, and 5138-014-007, measured approximately 0.66 acres. In addition, the Board approved the allocation of Twenty-Five Thousand Dollars (\$25,000.00) in Quimby Fees for any necessary and required due diligence (Report No. 10-123).

However, the proposed acquisition was never completed because clear title of the property could not be established.

RAP expenditures for this project were Nine Thousand Three Hundred Thirty Nine Dollars and Ninety Four Cents (\$9,339.94) for a site appraisal and environmental assessment.

Upon approval of this Report, Nine Thousand Three Hundred Thirty Nine Dollars and Ninety Four Cents (\$9,339.94) will be allocated from the Planning and Construction Contractual Services Fund No. 302 Department No. 88 Account No. 003040 to the 1133 South Hope - Park Acquisition (PRJ20042) Project. Additionally, Twenty Five Thousand Dollars (\$25,000.00) in Quimby Fees will be transferred from the 1133 South Hope Account No. 89460K-EH to the Quimby Account No. 89460K-00.

3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project

In November 2005, City staff was instructed to survey potential sites in the Downtown Arts District that could be developed as park space. RAP staff surveyed various governments and privately owned properties within the designated area, and, with the assistance from Department of General Services (GSD) and the former Councilmember Jan Perry's Office of the Ninth Council District, determined that the property located at 735 East 3rd Street was an ideal location for the development of a pocket park. The subject property, with APN 5163-008-010, measured approximately 0.11 acres

## BOARD REPORT

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On June 20, 2007, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 735 East 3rd Street. In addition, the Board approved the allocation of Ninety-Two Thousand, Seven Hundred Eighteen Dollars and Seventy-Four Cents (\$92,718.74) in Quimby Fees for any necessary and required due diligence (Report Nos. 07-140 and 09-161).

However, the proposed acquisition was never completed due to significant environmental site remediation issues.

RAP staff expenditures for this project were Three Thousand, Five Hundred Dollars (\$3,500.00) for an environmental assessment.

Upon approval of this Report, Three Thousand Five Hundred Dollars (\$3,500.00) will be allocated from the Planning and Construction Contractual Services Fund No. 302 Department No. 88 Account No. 003040 to the 3<sup>rd</sup> and Rose Street Park (PRJ1114A) Project. Additionally, Ninety Two Thousand Seven Hundred Eighteen Dollars and Twenty-Four Cents (\$92,718.24) in Quimby Fees will be transferred from the 3<sup>rd</sup> and Rose Street Park Account No. 89460K-TH to the Quimby Account No. 89460K-00.

### 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project

On March 3, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 850 South Hill Street in Downtown Los Angeles. The subject property, with APN 5144-017-037, measured approximately 0.71 acres. In addition, the Board approved the allocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees for any necessary and required due diligence (Report No. 10-055).

The 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project was submitted for competitive grant funding from the Proposition 84 Statewide Park Program (Report No. 10-055). However, RAP was not awarded the grant for this project, and therefore, did not proceed with the acquisition.

RAP expenditures for this project were Seven Thousand Four Hundred Twenty-Seven Dollars and Fifty Cents (\$7,427.50) for a site appraisal and environmental assessment.

Upon approval of this Report, Seven Thousand Four Hundred Twenty-Seven Dollars and Fifty Cents (\$7,427.50) will be allocated from the Planning and Construction Contractual Services Fund No. 302 Department No. 88 Account No. 003040 to the 9<sup>th</sup> and Hill – Park Acquisition (PRJ20454) Project. Additionally, Ten Thousand Dollars (\$10,000.00) in Quimby Fees will be transferred from the 9<sup>th</sup> and Hill Account No. 89460K-AI to the Quimby Account No. 89460K-00.

### ENVIRONMENTAL IMPACT STATEMENT

The recommendations in the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemptions. No additional CEQA documentation required.

BOARD REPORT

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FISCAL IMPACT STATEMENT

The approval of this Report will have a minor fiscal impact on RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction and Maintenance Branch.

BOARD REPORT

NO. 17-166

DATE August 9, 2017

C.D. VARIOUS

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: CANCELLATION OF QUIMBY FUNDED ACQUISITION PROJECTS: TRANSFER OF EXPENDITURES – TRANSFER OF QUIMBY FUNDS – 1138 AND 1144 SOUTH SAINT ANDREWS PLACE – PARK ACQUISITION (PRJ20578) PROJECT; 2510 WEST TEMPLE – PARK ACQUISITION (PRJ20470) PROJECT; 3460 GLENDALE BOULEVARD – PARK ACQUISITION (PRJ20469) PROJECT; 5446 CARLTON WAY – PARK ACQUISITION (PRJ20471) PROJECT; 9059 LANGDON AVENUE – PARK ACQUISITION (PRJ20455) PROJECT; 10234 WEST NATIONAL – TRANSFER OF JURISDICTION OF CITY-OWNED SURPLUS PROPERTY TO CREATE A NEW PARK (PRJ20467) PROJECT; 10329 WEST PALMS – PARK ACQUISITION (PRJ20466) PROJECT; BASSETT PARK – PARK ACQUISITION (PRJ20456) PROJECT; CLARINGTON AND DUNN – PARK ACQUISITION (PRJ20458) PROJECT; WILBUR AND STRATHERN – TRANSFER OF JURISDICTION OF CITY-OWNED SURPLUS PROPERTY TO CREATE A NEW PARK (PRJ20118) PROJECT

*for*  
AP Diaz  
\*R. Barajas  
H. Fujita

CSD

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

1. Take the following actions regarding 1138 and 1144 South Saint Andrews Place – Park Acquisition (PRJ20578) Project;
  - A. Cancel the 1138 and 1144 South Saint Andrews Place – Park Acquisition (PRJ20578) Project, as described in the Summary of this Report;
  - B. Authorize the Recreation and Parks' (RAP) Chief Accounting Employee to transfer expenditure of Four Thousand Dollars (\$4,000.00) from the Saint Andrews Place Account No. 89460K-TJ to Contractual Service Fund No. 302, Department No. 88, Account No. 003040;

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- C. Approve the reallocation One Million Two Hundred Fifty-Three Thousand Two Hundred Fifty Dollars (\$1,253,250.00) in Quimby Fees from 1138 and 1144 South Saint Andrews Place – Park Acquisition (PRJ20578) Project; and,
  - D. Authorize the RAP's Chief Accounting Employee to transfer One Million Two Hundred Fifty-Three Thousand Two Hundred Fifty Dollars (\$1,253,250.00) in Quimby Fees from the 1138 – 1144 Saint Andrews Place Account No. 89460K-TJ to the Quimby Account No. 89460K-00;
2. Take the following actions regarding 2510 West Temple - Park Acquisition (PRJ20470) Project;
- A. Cancel the 2510 West Temple - Park Acquisition (PRJ20470) Project, as described in the Summary of this Report;
  - B. Approve the reallocation of Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees from 2510 West Temple - Park Acquisition (PRJ20470) Project; and,
  - C. Authorize RAP's Chief Accounting Employee to transfer Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees from the 2510 West Temple Account No. 89460K-DK to the Quimby Account No. 89460K-00;
3. Take the following actions regarding 3460 Glendale Boulevard - Park Acquisition (PRJ20469) Project;
- A. Cancel the 3460 Glendale Boulevard - Park Acquisition (PRJ20469) Project, as described in the Summary of this Report;
  - B. Authorize RAP's Chief Accounting Employee to transfer expenditure of Seven Thousand Two Hundred Twenty-One Dollars and Five Cents (\$7,221.05) from the 3460 Glendale Boulevard Account No. 89460K-DJ to Contractual Service Fund No. 302, Department No. 88, Account No. 003040;
  - C. Approve the reallocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees from 3460 Glendale Boulevard - Park Acquisition (PRJ20469) Project; and,
  - D. Authorize RAP's Chief Accounting Employee to transfer Ten Thousand Dollars (\$10,000.00) in Quimby Fees from the 3460 Glendale Boulevard Account No. 89460K-DJ to the Quimby Account No. 89460K-00;
4. Take the following actions regarding 5446 Carlton Way - Park Acquisition (PRJ20471) Project;
- A. Cancel the 5446 Carlton Way - Park Acquisition (PRJ20471) Project, as described in the Summary of this Report;



BOARD REPORT

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- B. Approve the reallocation of Seven Thousand, Five Hundred Dollars (\$7,500.00) in Quimby Fees from the 5446 Carlton Way – Park Acquisition (PRJ20471) Project; and,
  - C. Authorize RAP's Chief Accounting Employee to transfer Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees from the 5446 Carlton Way Account No. 89460K-DM to the Quimby Account No. 89460K-00.
5. Take the following actions regarding 9059 Langdon Avenue – Park Acquisition (PRJ20455) Project;
- A. Cancel the 9059 Langdon Avenue – Park Acquisition (PRJ20455) Project, as described in the Summary of this Report;
  - B. Authorize RAP's Chief Accounting Employee to transfer expenditure of Six Thousand Eight Hundred Seventy-Three Dollars and Seventy-Five Cents (\$6,873.75) from the 9059 Langdon Avenue Account No. 89460K-AU to Contractual Service Fund No. 302, Department No. 88, Account No. 003040;
  - C. Approve the reallocation of One Hundred Thirty-Eight Thousand One Hundred Seventy-Four Dollars (\$138,174.00) in Quimby Fees from 9059 Langdon Avenue – Park Acquisition (PRJ20455) Project;
  - D. Authorize RAP's Chief Accounting Employee to transfer One Hundred Thirty- Eight Thousand One Hundred Seventy-Four Dollars (\$138,174.00) in Quimby Fees from the 9059 Langdon Avenue Account No. 89460K-AU to the Quimby Account No. 89460K-00;
6. Take the following actions regarding 10234 West National - Transfer of Jurisdiction of City-owned Surplus Property To Create A New Park (PRJ20467) Project;
- A. Cancel the 10234 West National - Transfer of Jurisdiction of City-owned Surplus Property To Create A New Park (PRJ20467) Project, as described in the Summary of this Report;
  - B. Authorize RAP's Chief Accounting Employee to transfer expenditure of Four Thousand Two Hundred Twelve Dollars and Ninety Cents (\$4,212.90) from the 10234 West National Account No. 89460K-DH to Contractual Service Fund No. 302, Department No. 88, Account No. 003040;
  - C. Approve the reallocation of Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees from 10234 West National - Transfer of Jurisdiction of City-owned surplus property to create a new park (PRJ20467) Project;

BOARD REPORT

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- D. Authorize RAP's Chief Accounting Employee to transfer Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees will be transferred from the 10234 West National Account No. 89460K-DH to the Quimby Account No. 89460K-00;
7. Take the following actions regarding 10329 West Palms – Park Acquisition (PRJ20466) Project;
- A. Cancel the 10329 West Palms – Park Acquisition (PRJ20466) Project, as described in the Summary of this Report;
  - B. Approve the reallocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees from 10329 West Palms – Park Acquisition (PRJ20466) Project;
  - C. Authorize RAP's Chief Accounting Employee to transfer Ten Thousand Dollars (\$10,000.00) in Quimby Fees from the 10329 West Palms Account No. 8960K-DG to the Quimby Account No. 89460K-00;
8. Take the following actions regarding Bassett Park – Park Acquisition (PRJ20456) Project;
- A. Cancel the Bassett Park – Park Acquisition (PRJ20456) Project, as described in the Summary of this Report;
  - B. Authorize RAP's Chief Accounting Employee to transfer expenditure of Five Thousand Four Hundred Fifty Dollars and Fifteen Cents (\$5,450.15) from the Bassett Park Account No. 89460K-AT to Contractual Service Fund No. 302, Department No. 88, Account No. 003040;
  - C. Approve the reallocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees from Bassett Park – Park Acquisition (PRJ20456) Project;
  - D. Authorize RAP's Chief Accounting Employee to transfer Ten Thousand Dollars (\$10,000.00) in Quimby Fees from the Bassett Park Account No. 89460K-AT to the Quimby Account No. 89460K-00;
9. Take the following actions regarding Clarington and Dunn – Park Acquisition (PRJ20458) Project;
- A. Cancel the Clarington and Dunn – Park Acquisition (PRJ20458) Project, as described in the Summary of this Report;
  - B. Authorize RAP's Chief Accounting Employee to transfer expenditure of Five Thousand Two Hundred Ninety-Two Dollars and Thirty Cents (\$5,292.30) from the Clarington and Dunn Account No. 89460K-AJ to Contractual Service Fund No. 302, Department No 88, Account No. 003040;

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- C. Approve the reallocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees from Bassett Park – Park Acquisition (PRJ20458) Project;
  - D. Authorize RAP's Chief Accounting Employee to transfer Ten Thousand Dollars (\$10,000.00) in Quimby Fees from the Clarington and Dunn Account No. 89460K-AJ to the Quimby Account No. 89460K-00;
10. Take the following actions regarding Wilbur and Strathern – Lease of City-owned Property to Create A New Park (PRJ20118) Project;
- A. Cancel the Wilbur and Strathern – Lease of City-owned Property to Create A New Park (PRJ20118) Project, as described in the Summary of this Report;
  - B. Approve the reallocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees from Wilbur and Strathern – Lease of City-owned property To Create A New Park (PRJ20118) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Ten Thousand Dollars (\$10,000.00) in Quimby Fees from the Wilbur Strathern Account No. 89460K-DF to the Quimby Account No. 89460K-00;
11. Authorize RAP's Chief Accounting Employee to transfer available balance in the amount of Thirty-Three Thousand Fifty Dollars and Fifteen Cents (\$33,050.15) from Leasing Account in Fund 302, Department No. 88, Account 006030 to Contractual Service Fund No. 302, Department No. 88, Account No. 003040;
12. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

RAP staff previously identified various sites that could be acquired and developed into new public parks. Of these sites, identified below, nine of the ten proposed sites were identified for potential funding in the first and second Competitive grant funding rounds of the Proposition 84 Statewide Park Program (Report Nos. 10-055, approved on March 13, 2010 and 10-123, May 17, 2010). One of the proposed projects required a transfer of jurisdiction of City owned surplus property from the GSD and another required the execution of a lease agreement with the City of Los Angeles Department of Water and Power.

Previously approved Reports authorized GSD and RAP staff to begin discussions with the owners of the privately owned properties and for RAP staff to address due diligence requirements and environmental site assessments for all fourteen proposed projects.

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These previously approved reports also approved the allocation of available Quimby Fees for the ten projects, identified below, in order to undertake any necessary and required due diligence and, where sufficient funding is available, to help supplement the acquisition costs of each project site.

- 1138 and 1144 South Saint Andrews Place – Park Acquisition (PRJ20578) Project
- 2510 West Temple - Park Acquisition (PRJ20470) Project
- 3460 Glendale Boulevard - Park Acquisition (PRJ20469) Project
- 5446 Carlton Way - Park Acquisition (PRJ20471) Project
- 9059 Langdon Avenue – Park Acquisition (PRJ20455) Project
- 10234 West National - Transfer of Jurisdiction of City-owned surplus property to create a new park (PRJ20467) Project
- 10329 West Palms – Park Acquisition (PRJ20466) Project
- Bassett Park – Park Acquisition (PRJ20456) Project
- Clarington and Dunn – Park Acquisition (PRJ20458) Project
- Wilbur and Strathern – Lease of City-Owned Property To Create A New Park (PRJ20118) Project

However, as these proposed acquisitions were never completed, Quimby funded expenditures incurred to complete these projects need to be transferred to other funding sources, and the projects need to be cancelled, in order to reallocate the Quimby Funds to other projects.

### 1138 and 1144 South Saint Andrews Place – Park Acquisition (PRJ20578) Project

On October 19, 2011, the Recreation and Parks Board of Commissioners (Board) approved preliminarily authorized staff to begin the acquisition process of the Subject Property (Report No. 11-287). RAP, with support from Council District 10 (CD 10), attempted to acquire the two parcels identified by Assessor's Parcel Number (APN): 5080-003-001 and APN: 5080-003-002 located at 1138 and 1144 South St. Andrews Place, Los Angeles, California 90019, at the corner of Country Club Drive and St. Andrews Place. On November 1, 2011, the City Council adopted the actions under Council File (CF) No. 11-1811 authorizing the acquisition of 1138 and 1144 South St. Andrews Place, Los Angeles, California 90019 via condemnation. On October 3, 2012, the Board approved the allocation of One Million Two Hundred Fifty Three Thousand Two Hundred Fifty Dollars (\$1,253,250.00) in Quimby Fees to acquire the parcel.

Staff expenditures for this project were Four Thousand Dollars (\$4,000.00) for an appraisal and other associated costs.

However, the proposed acquisition via condemnation was never completed due to an unwilling seller and the fact that the seller had already laid foundation and framing for residential housing. On August 14, 2013, the Board rescinded its previous action authorizing the Department to initiate the process for the acquisition and authorized staff to request the repeal the Resolution of Necessity (Ordinance No. 182630), which was approved by City Council on July 3, 2013 (Report No. 13-211, approved on August 19, 2013).

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Upon approval of this Report, Four Thousand Dollars (\$4,000.00) in expenditures can be transferred from the South Saint Andrews Place Account No. 89460K-TJ to Contractual Service Fund No. 302, Department No. 88, Account No. 003040. Additionally, One Million Two Hundred Fifty Three Thousand Two Hundred Fifty Dollars (\$1,253,250.00) in Quimby Fees will be transferred from the 1138 – 1144 South Saint Andrews Place Account No. 89460K-TJ to the Quimby Account No. 89460K-00.

2510 West Temple - Park Acquisition (PRJ20470) Project

On May 17, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 2510 West Temple Street, in the Historic Filipinotown community of the City. The subject property, with APN's of 5157-008-011, 5157-008-0125, 157-008-0135, 157-008-014, 5157-008-015, 5157-008-016, and 5157-008-017, measured approximately 0.60 acres. In addition, the Board approved the allocation of Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report No. 10-123, approved on May 17, 2010).

There are no expenditures for the 2510 West Temple - Park Acquisition (PRJ20470) Project.

The proposed acquisition was never completed because upon further review RAP staff determined the property was no longer a viable as a potential park site.

Upon approval of this Report, Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees will be transferred from the 2510 West Temple Account No. 89460K-DK to the Quimby Account No. 89460K-00.

3460 Glendale Boulevard - Park Acquisition (PRJ20469) Project

On May 17, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 3460 Glendale Boulevard, in the Atwater Village Community of the City. The subject property, with an APN of 5436-004-026, measured approximately 0.45 acres. In addition, the Board approved the allocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report No. 10-123, approved on May 17, 2010).

Staff expenditures for this project were Seven Thousand Two Hundred Twenty One Dollars and Five Cents (\$7,221.05) for a site appraisal and environmental assessment.

However, the proposed acquisition was never completed due to unwilling seller.

Upon approval of this Report, Seven Thousand Two Hundred Twenty One Dollars and Five Cents (\$7,221.05) in expenditures can be transferred from 3460 Glendale Boulevard Account No. 89460K-DJ to Contractual Service Fund No. 302, Department No. 88, Account No. 003040.

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Additionally, Ten Thousand Dollars (\$10,000.00) in Quimby Fees will be transferred from the 3460 Glendale Boulevard Account No. 89460K-DJ to the Quimby Account No. 89460K-00.

5446 Carlton Way - Park Acquisition (PRJ20471) Project

On May 17, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 5446 Carlton Way, in the Hollywood community of the City. The subject property, with APNs 5544-022-035, 5544-022-003, and 5544-022-057, measured approximately 0.21 acres. In addition, the Board approved the allocation of Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report No. 10-123, approved on May 17, 2010).

There are no expenditures for the 5446 Carlton Way - Park Acquisition (PRJ20471) Project.

The proposed acquisition was never completed due to an unwilling seller.

Upon approval of this Report, Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees will be transferred from the 5446 Carlton Way Account No. 89460K-DM to the Quimby Account No. 89460K-00.

9059 Langdon Avenue – Park Acquisition (PRJ20455) Project

On March 3, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 9059 Langdon Avenue, in the North Hills community of the City. The subject property, with an APN 2654-002-001, measured approximately 0.21 acres. Previously, the Board approved the allocation of One Hundred Thirty-Eight Thousand One Hundred Seventy-Four Dollars (\$138,174.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report Nos. 10-055 and 16-055).

RAP staff expenditures for this project were Six Thousand Eight Hundred Seventy-Three Dollars and Seventy-Five Cents (\$6,873.75) for a site appraisal and environmental assessment (Board No. 06-055, approved on February 17, 2016).

However, the proposed acquisition was never completed due to an unwilling seller.

Upon approval of this Report, Six Thousand Eight Hundred Seventy-Three Dollars and Seventy-Five Cents (\$6,873.75) in expenditures can be transferred from 9059 Langdon Avenue Account No. 89460K-AU to Contractual Service Fund No. 302, Department No. 88, Account No. 003040. Additionally, One Hundred Thirty-Eight Thousand One Hundred Seventy-Four Dollars (\$138,174.00) in Quimby Fees will be transferred from the 9059 Langdon Avenue Account No. 89460K-AU to the Quimby Account No. 89460K-00.

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10234 West National - Transfer of Jurisdiction of City-owned Surplus Property To Create A New Park (PRJ20467) Project

On May 17, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 10234 West National, in the Palms community of the City. The subject property, with an APN 4314-023-900, measured approximately 0.25 acres. In addition, the Board approved the allocation of Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report No. 10-123, approved on May 17, 2010).

RAP staff expenditures for this project were Four Thousand Two Hundred Twelve Dollars and Ninety Cents (\$4,212.90) for an environmental assessment.

The proposed acquisition was never completed because upon further review RAP staff determined the property was no longer a viable as a potential park site.

Upon approval of this Report, Four Thousand Two Hundred Twelve Dollars and Ninety Cents (\$4,212.90) in expenditures can be transferred from 10234 West National Account No. 89460K-DH to Contractual Service Fund No. 302, Department No. 88, Account No. 003040. Additionally, Seven Thousand Five Hundred Dollars (\$7,500.00) in Quimby Fees will be transferred from the 10234 West National Account No. 89460K-DH to the Quimby Account No. 89460K-00.

10329 West Palms – Park Acquisition (PRJ20466) Project

On May 17, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 10329 West Palms Boulevard, in the Palms Community of the City. The subject property, with APN 4314-016-024, measured approximately 0.46 acres. In addition, the Board approved the allocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report No. 10-123, approved on May 17, 2010).

There are no expenditures for the 10329 West Palms – Park Acquisition (PRJ20466) Project.

The proposed acquisition was never completed due to an unwilling seller.

Upon approval of this Report, Ten Thousand Dollars (\$10,000.00) in Quimby Fees will be transferred from the 10329 West Palms Account No. 89460K-DG to the Quimby Account No. 89460K-00.

Bassett Park – Park Acquisition (PRJ20456) Project

On March 3, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 6936 Van Noord Avenue, in the North Hollywood community of the City. The subject property, with APN 2327-022-005, measures approximately

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0.47 acres. In addition, the Board approved the allocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report Nos. 10-055).

RAP staff expenditures for this project were Five Thousand Four Hundred Fifty Dollars and Fifteen Cents (\$5,450.15) for a site appraisal and environmental assessment.

However, the proposed acquisition was never completed due to an unwilling seller.

Upon approval of this Report, Five Thousand Four Hundred Fifty Dollars and Fifteen Cents (\$5,450.15) in expenditures can be transferred from Bassett Park Account No. 89460K-AT to Contractual Service Fund No. 302, Department No. 88, Account No. 003040. Additionally, Ten Thousand Dollars (\$10,000.00) in Quimby Fees will be transferred from the Bassett Park Account No. 89460K-AT to the Quimby Account No. 89460K-00.

Clarington and Dunn – Park Acquisition (PRJ20458) Project

On March 3, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located at 3703 South Dunn Drive, in the Palms community of the City. The subject property, with APN 4313-006-001, measured approximately 0.38 acres. In addition, the Board approved the allocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report Nos. 10-055).

RAP staff expenditures for this project were Five Thousand Two Hundred Ninety-Two Dollars and Thirty Cents (\$5,292.30) for a site appraisal and environmental assessment.

However, the proposed acquisition was never completed due to an unwilling seller.

Upon approval of this Report, Five Thousand Two Hundred Ninety Two Dollars and Thirty Cents (\$5,292.30) in expenditures can be transferred from Clarington and Dunn Account No. 89460K-AJ to Contractual Service Fund No. 302, Department No. 88, Account No. 003040. Additionally, Ten Thousand Dollars (\$10,000.00) in Quimby Fees will be transferred from the Clarington and Dunn Account No. 89460K-AJ to the Quimby Account No. 89460K-00.

Wilbur and Strathern – Lease of City-owned Property To Create A New Park (PRJ20118) Project

On May 17, 2010, the Board approved the preliminary authorization to proceed with the acquisition of the property located near the intersection of Wilbur Avenue and Strathern Street, in the Reseda community of the City. The subject property, with APN's of 2103-011-901 and 2103-011-902, measured approximately 1.77 acres. The property is a City of Los Angeles Department of Water and Power right-of-way and surrounded by single family residential housing. In addition, the Board approved the allocation of Ten Thousand Dollars (\$10,000.00) in Quimby Fees for any necessary and required due diligence and to help supplement the acquisition costs of the project site assessment (Report No. 10-123).



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There are no expenditures for the Wilbur and Strathern – Lease of City-owned Property To Create A New Park (PRJ20118) Project.

The proposed acquisition was never completed because upon further review RAP staff determined the property was no longer a viable as a potential park site.

Upon approval of this Report, Ten Thousand Dollars (\$10,000.00) in Quimby Fees will be transferred from the Wilbur Strathern Account No. 89460K-DF to the Quimby Account No. 89460K-00.

Upon approval of this Report, the available balance in the amount of Thirty-Three Thousand Fifty Dollars and Fifteen Cents (\$33,050.15) can be transferred from Leasing Account in Fund 302, Department No. 88, Account 006030 to Contractual Service Fund No. 302, Department No. 88, Account No. 003040.

ENVIRONMENTAL IMPACT STATEMENT

The recommendations in the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemptions. No additional CEQA documentation required.

FISCAL IMPACT STATEMENT

The approval of this Report will have a minor fiscal impact on RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction and Maintenance Branch.

**BOARD REPORT**

NO. 17-167

DATE August 9, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: FINAL ACCEPTANCE OF VARIOUS QUIMBY FUNDED PROJECTS – EXPO CENTER – POOL REHABILITATION (PRJ20266) PROJECT; EXPO CENTER – ROSE GARDEN FOUNTAIN REHABILITATION (PRJ20650) PROJECT; GILBERT LINDSAY COMMUNITY CENTER – SYNTHETIC FIELD REPLACEMENT (PRJ1767A)(PRJ20806) PROJECT; ROSS SNYDER RECREATION CENTER – PARK RENOVATIONS (PRJ20805) PROJECT; TRINITY RECREATION CENTER – BUILDING AND OUTDOOR PARK IMPROVEMENTS (PRJ1526B) PROJECT; TRINITY RECREATION CENTER – PLAY AREA RENOVATION (PRJ20752); TRINITY RECREATION CENTER – RENOVATION OF RECREATION CENTER BUILDING AND OUTDOOR IMPROVEMENTS (PRJ1903B); TRINITY RECREATION CENTER – SYNTHETIC TURF FIELD (PRJ20944)

AP Diaz \_\_\_\_\_

V. Israel \_\_\_\_\_

*for*

\*R. Barajas CSD

N. Williams \_\_\_\_\_

H. Fujita \_\_\_\_\_

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept the work performed for the EXPO Center – Pool Rehabilitation (PRJ20266) Project, constructed by the Department of Recreation and Parks' (RAP) staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
2. Accept the work performed for EXPO Center – Rose Garden Fountain Rehabilitation (PRJ20650) Project, constructed by RAP staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report
3. Accept the work performed for the Gilbert Lindsay Community Center – Synthetic Field Replacement (PRJ1767A) (PRJ20806) Project, constructed by RAP staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
4. Accept the work performed for the Ross Snyder Recreation Center – Park Renovations (PRJ20805) Project, constructed by RAP's staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;

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5. Accept the work performed for the Trinity Recreation Center – Building and Outdoor Park Improvements (PRJ1526B) Project, constructed by RAP's staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
6. Accept the work performed for the Trinity Recreation Center – Play Area Renovation (PRJ20752) Project, constructed by RAP's staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
7. Accept the work performed for the Trinity Recreation Center – Renovation of the Recreation Center Building and Outdoor Park Improvements (PRJ1903B) Project, constructed by RAP's staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
8. Accept the work performed for the Trinity Recreation Center – Synthetic Turf Field (PRJ20944) Project, constructed by RAP's staff and as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
9. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

#### Expo Center – Pool Rehabilitation (PRJ20266) Project

EXPO Center is located at 3980 Bill Robertson Lane in the Exposition Park area of the City. This 6.65 acre facility provides a swimming pool, gymnasium, soccer fields, a child care center and a senior citizens center, as well as a variety of programs, activities, and classes for the surrounding community. Approximately ten thousand, one hundred (10,100) City residents live within a one-half mile walking distance of the park.

The EXPO Center – Pool Rehabilitation (PRJ20266) Project included improvements to the pool facility, including to the pool recirculation systems and equipment.

The Board of Recreation and Parks Commissioners (Board) approved the allocation of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) in Quimby Fees (Report No. 11-159, approved on June 6, 2011) for this project.

The EXPO Center – Pool Rehabilitation (PRJ20266) Project is complete. There is currently a total of Four Hundred Seventy-Four Dollars (\$474.00) available for reallocation to other projects.

#### EXPO Center – Rose Garden Fountain Rehabilitation (PRJ20650) Project

The EXPO Center – Rose Garden Fountain Rehabilitation (PRJ20650) Project included improvements to existing fountain at the Exposition Park Rose Garden.

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The Board approved the allocation of Five Hundred Forty-Three Thousand Two Hundred Fifty Dollars (\$543,250.00) in Zone Change Fees (Report Nos. 12-198, approved on June 20, 2012 and 13-205, approved on August 19, 2013).

The EXPO Center – Rose Garden Fountain Rehabilitation (PRJ20650) Project is complete. There is currently a total of One Hundred Thirty-Eight Thousand, Four Hundred Forty-Nine Dollars and Eighty-Six Cents (\$138,449.86) available for reallocation to other projects.

Gilbert Lindsay Community Center – Synthetic Field Replacement (PRJ1767A) (PRJ20806) Project

Gilbert Lindsey Community Center is located at 429 East 42nd Place in the South Los Angeles area of the City. This 14.62 acre park features a gymnasium, basketball courts, two (2) synthetic turf fields, a ball diamond, a skate park, and a children's play area. Approximately Eighteen Thousand, Nine Hundred Sixty-Eight (18,968) City residents live within a one-half (1/2) mile walking distance of the park.

The Gilbert Lindsay Community Center – Synthetic Field Replacement (PRJ1767A) (PRJ20806) Project included the replacement of the two (2) existing synthetic soccer fields.

The Board approved the allocation of Eight Hundred Fifteen Thousand Dollars (\$815,000.00) in Quimby Fees for this project (Report No. 14-093, approved on July 23, 2014).

The Gilbert Lindsay Community Center – Synthetic Field Replacement (PRJ20806) Project is complete. There is currently a total of One Hundred Sixty Thousand, Seventy-Three Dollars and Thirty-Two Cents (\$160,073.32) available for reallocation to other projects.

Ross Snyder Recreation Center – Park Renovations (PRJ20805) Project

Ross Snyder Recreation Center is located at 1501 East 41st Street in the South Los Angeles community of the City. This 11.34 acre facility provides basketball courts, a community center building, a synthetic soccer field, baseball diamonds, and a swimming pool for the use of the surrounding community. Approximately eleven thousand, two hundred sixty (11,260) City residents live within a one-half (1/2) mile walking distance of the park.

Ross Snyder Recreation Center – Park Renovations (PRJ20805) Project included improvements to the park, replacement of the existing children's play areas, renovation of the existing synthetic turf fields, and improvements to the floors and bleachers in the recreation center.

The Board approved the allocation of Four Hundred Fifty Thousand Dollars (\$450,000.00) in Quimby Fees for this project (Report No. 14-091, approved on April 23, 2014).

The Ross Snyder Recreation Center – Park Renovations (PRJ20805) Project is complete. There is currently a total of Sixty Seven Thousand, Four Dollars and Forty Cents (\$67,004.40) available for reallocation to other projects.

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### Trinity Recreation Center – Building and Outdoor Park Improvements (PRJ1526B) Project

Trinity Recreation Center is located at 2415 Trinity Street in South Los Angeles community of the City of Los Angeles. This 2.06 acre park features children's play areas, basketball courts, outdoor fitness equipment, and a gymnasium. Approximately thirteen thousand, sixty-eight (13,068) City residents live within a one-half (1/2) mile walking distance of the park.

The Trinity Recreation Center – Building and Outdoor Park Improvements (PRJ1526B) Project included the refurbishment of the Heating Ventilation and Air Conditioning (HVAC) system, rehabilitation of the gymnasium ceiling and hardwood floors, replacement of entry and stage doors, and the conversion of the stage area to a meeting room for after-school programs. The outdoor park improvements included new perimeter fencing on three (3) sides of the park, rehabilitation of the basketball courts and walkways, and installation of new play equipment in the small play area behind the recreation center.

The Board approved the allocation of Six Hundred Sixteen Thousand, Forty Dollars and Ninety-Two Cents (\$616,040.92) in Quimby and Zone Change Fees for this project (Report Nos. 06-362, approved on December 13, 2006, and 13-072, approved on March 20, 2013).

The Trinity Recreation Center – Building and Outdoor Park Improvements (PRJ1526B) Project is complete. There is currently a total of Ten Thousand, One Hundred Eight Dollars and Forty Cents (\$10,108.40) available for reallocation to other projects.

### Trinity Recreation Center – Play Area Renovation (PRJ20752) Project

The Trinity Recreation Center – Play Area Renovation (PRJ20752) Project included the renovation and improvement of the existing children's play area.

The Board approved the allocation of Two Hundred Eighty Three Thousand Eighty Six Dollars and Seventeen Cents (\$283,086.17) in Quimby Fees for this project (Report Nos. 13-208, approved on August 13, 2013 and 16-035, approved on February 3, 2016).

The Trinity Recreation Center – Play Area Renovation (PRJ20752) Project is complete. There is currently a total of Three Thousand, Nine Hundred Seventy-One Dollars and Fifty-Nine Cents (\$3,971.59) available for reallocation to other projects.

### Trinity Recreation Center – Renovation of the Recreation Center Building and Outdoor Park Improvements (PRJ1903B) Project

The Trinity Recreation Center – Renovation of the Recreation Center Building and Outdoor Park Improvements (PRJ1903B) Project included the renovation and improvement of the recreation center building, addition of a new outdoor classroom, modification of park walk ways, and new fencing.

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The Board approved the allocation of Three Hundred Ninety-One Thousand, Eight Hundred Thirty-Nine Dollars and Forty Cents (\$391,839.40) in Quimby Fees for this project (Report Nos. 08-23, approved on January 23, 2008 and 13-072, approved March 20, 2013).

The Trinity Recreation Center – Renovation of the Recreation Center Building and Outdoor Park Improvements (PRJ1903B) Project is complete. All the funds for this project were fully expended and there are no Quimby funds available for reallocation.

### Trinity Recreation Center – Synthetic Turf Field (PRJ20944) Project

The Trinity Recreation Center – Synthetic Turf Field (PRJ20944) Project included the construction of a new synthetic turf field.

The Board approved the allocation of Ninety-Four Thousand, Eight Hundred Twenty-Seven Dollars and Ninety-One Cents (\$94,827.91) in Quimby Fees for this project (Report No. 16-035, approved on February 3, 2016). The project was also funded by the Community Development Block Grant (CDBG).

The Trinity Recreation Center – Synthetic Turf Field (PRJ20944) Project is complete. There is currently a total of Ninety-Four Thousand, Eight Hundred Twenty-Seven Dollars and Ninety-One Cents (\$94,827.91) available for reallocation to other projects.

### ENVIRONMENTAL IMPACT STATEMENT

The recommendations in the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemptions. No additional CEQA documentation required.

### FISCAL IMPACT STATEMENT

The approval of this Report will have no fiscal impact on RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction and Maintenance Branch.

BOARD REPORT

NO. 17-168

DATE August 9, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: FINAL ACCEPTANCE OF VARIOUS QUIMBY FUNDED PROJECTS: ANDERSON MEMORIAL SENIOR CITIZEN CENTER – BUILDING IMPROVEMENTS (PRJ20238) PROJECT; HARBOR CITY PARK – BUILDING AND OUTDOOR IMPROVEMENTS (PRJ20277) PROJECT; HARBOR CITY PARK – BUILDING IMPROVEMENTS (PRJ1401B) PROJECT; HARBOR GATEWAY POCKET PARK (PRJ20716) PROJECT; PECK PARK – NEW SKATE PARK (PRJ20572) PROJECT; WELCOME PARK – PHASE I DESIGN AND DEVELOPMENT (PRJ1112A) PROJECT

*for* AP Diaz  
\* R. Barajas  
H. Fujita

CSD

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept the work performed for the Anderson Memorial Senior Citizen Center – Building Improvements (PRJ20238) Project, constructed by the Department of Recreation and Parks (RAP) staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
2. Accept the work performed for the Harbor City Park – Building and Outdoor Development (PRJ20277) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
3. Accept the work performed for the Harbor City Park – Building Improvements (PRJ1401B) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
4. Take the following action regarding Harbor Gateway Pocket Park (PRJ20716) Project;
  - A. Rescind approval of Recommendation No. 5 of Report No. 13-025, approved on February 6, 2013, which authorized the RAP's Chief Accounting Employee to allocate Three Hundred Fifty-Five Thousand, Thirty-Five Dollars (\$355,035.00) in Quimby Fees from Quimby Account No. 89460K-00 to Denker and Torrance Account No. 89460K-A4;
  - B. Authorize RAP's Chief Accounting Employee to transfer Seventy-Eight Thousand Four Hundred Twelve Dollars (\$78,412.00) in Quimby Funds from Quimby

BOARD REPORT

PG. 2 NO. 17-168

Account No. 89460K-00 to the Denker and Torrance Park Account No. 89460K-A4;

- C. Authorize RAP's Chief Accounting Employee to transfer One Hundred One Thousand, Five Hundred Eleven Dollars (\$101,511.00) in Quimby Funds from the Normandale Park (PRJ20204) Account No. 89460K-NR to the Denker and Torrance Park Account No. 89460K-A4;
  - D. Authorize RAP's Chief Accounting Employee to transfer One Hundred Seventy Five Thousand, One Hundred Twelve Dollars (\$175,112.00) in Quimby Funds from the Harbor City Park (PRJ20277) Account No. 89460K-HC to the Denker and Torrance Park Account No. 89460K-A4;
  - E. Accept the work performed for the Harbor Gateway Pocket Park (PRJ20716) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
- 5. Accept the work performed for the Peck Park – New Skate Park (PRJ20572) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
  - 6. Accept the work performed for the Welcome Park – Phase I Park Design and Development (PRJ1112A) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
  - 7. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Anderson Memorial Senior Citizen Center – Building Improvements (PRJ20238) Project

Anderson Memorial Senior Citizen Center is located at 828 South Mesa Street in the San Pedro community of the City. Approximately Ten Thousand, Two Hundred Twenty-One (10,221) City residents live within a one-half mile walking distance of the park. This 1.62 acre property includes a children's play area, basketball court, and a senior citizens center.

The Anderson Memorial Senior Citizen Center – Building Improvements (PRJ20238) Project included improvements to the senior citizen center building, including upgrades to the kitchen.

The Board of Recreation and Park Commissioners (Board) approved the allocation of Two Hundred Twenty Four Thousand Three Hundred Sixty Eight Dollars and Twenty-Five Cents (\$224,368.25) in Quimby Fees for this project (Report Nos. 09-290 and 10-208).



## BOARD REPORT

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The Anderson Memorial Senior Citizen Center – Building Improvements (PRJ20238) Project is complete. There is currently a total of Two Thousand Six Hundred Seventy Eight Dollars and Fifty Three Cents (\$2,678.53) available for reallocation to other projects.

### Harbor City Park – Building and Outdoor Improvements (PRJ20277) Project

Harbor City Park is located at 24901 Frampton Avenue in the Harbor City community of the City. Approximately Seven Thousand, One Hundred Fifty-Eight (7,158) City residents live within a one-half mile walking distance of the park. This 11.07 acre property includes picnic areas, ball diamonds, basketball courts, a child care center, and a gymnasium.

The Harbor City Park – Building and Outdoor Improvements (PRJ20277) Project included improvements to the outdoor park areas, including turf, landscape, existing sports field lighting and irrigation infrastructure, as well as upgrades to the existing gymnasium building and child care center, including lighting, gym floors, and related improvements.

The Board approved the allocation of Two Hundred Ninety One Thousand, Six Hundred Thirty-One Dollars and Sixty-Three Cents (\$291,631.63) in Quimby Fees for this project (Report Nos. 09-290, 11-002, 12-002, 13-025).

The Harbor City Park – Building and Outdoor Improvements (PRJ20277) Project is complete. There is currently a total of Seventeen Thousand, Nine Hundred Ninety-Two Dollars and Thirty- Five Cents (\$17,992.35) available for reallocation to other projects.

### Harbor City Park – Building Improvements (PRJ1401B) Project

The Harbor City Park – Building Improvements (PRJ1401B) Project included the installation of a 1,440 square foot modular building for use as a computer laboratory and teen center for the Youth-At-Risk Program, and upgrades to the existing sewer system.

The Board approved the allocation of Four Hundred Twenty Two Thousand Four Hundred Eighteen Dollars (\$422,418.00) in Quimby Fees for this project (Report Nos. 06-264 and 10-105).

The Harbor City Park – Building Improvements (PRJ1401B) Project is complete. There is currently a total of Eleven Thousand, Seven Hundred Fifty-Three Dollars and Seventy-Six Cents (\$11,753.76) available for reallocation to other projects.

### Harbor Gateway Pocket Park (PRJ20716) Project

Harbor Gateway Park is located at 1490 West Torrance Boulevard in the Harbor Gateway area of the City. Approximately Six Thousand, One Hundred Seventy-Two (6,172) City residents live within a one-half (1/2) mile walking distance of Harbor Gateway Park. This 0.15 acre pocket park provides two playground structures.

BOARD REPORT

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The Harbor Gateway Pocket Park (PRJ20716) Project included the acquisition and development of pocket park with a play area and landscaping.

The Board approved the allocation of Three Hundred Fifty-Five Thousand Thirty-Five Dollars (\$355,035.00) in Quimby Fees for this project (Report No. 13-025).

The Harbor Gateway Pocket Park (PRJ20716) Project is complete. There is currently a total of Nineteen Thousand Six Hundred Seventy-Three Dollars and Twenty-Six Cents (\$19,673.26) available for reallocation to other projects.

However, before the unexpended funds can be reallocated to other projects, RAP staff has determined that it is necessary to make revisions to the account sources and amounts originally allocated to the Harbor Gateway Pocket Park (PRJ20716) Project in Report No. 13-025. This is necessary in order to correct the amount of Quimby Fees being transferred from the Quimby Fees Account 89460K-00 to the Denker and Torrance Account No. 89460K-A4.

Peck Park – New Skate Park (PRJ20572) Project

Peck Park is located at 560 North Western Avenue in the San Pedro area of the City. Approximately Six Thousand, One Hundred Seventy-Two (6,172) City residents live within a one-half mile walking distance of Peck Park. This 74.52 acre facility provides a children's play area, community center building, volleyball courts indoor/outdoor basketball courts, three baseball diamonds, swimming pool and hiking trails for the use of the surrounding community.

The Peck Park – New Skate Park (PRJ20572) Project included construction of a new skate park and the related improvements to the existing outdoor areas.

The Board approved the allocation of Nine Hundred Thirty Thousand, Two Hundred Seventy-Seven Dollars and Eighteen Cents (\$930,277.18) in Quimby Fees for this project (Report Nos. 12-010 and 13-257).

The Peck Park – New Skate Park (PRJ20572) Project is complete. All the funds for this project were fully expended and there are no funds available for reallocation to other projects.

Welcome Park – Phase I Park Design and Development (PRJ1112A) Project

Welcome Park is located at 415 North Gaffey Street, in the San Pedro area of the City. Approximately Six Thousand, Four Hundred Thirteen (6,413) City residents live within a one-half mile walking distance of Welcome Park. This 0.5 acre facility provides a play area and landscaping.

The Welcome Park – Phase I Park Design and Development (PRJ1112A) included design and development of this passive park.

The Board approved the allocation of Seventy Thousand Dollars (\$70,000) in Quimby Fees for this project (Report Nos. 08-246).

BOARD REPORT

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Welcome Park – Phase I Park Design and Development (PRJ1112A) Project is complete. All the funds for this project were fully expended and there are no funds available for reallocation to other projects.

ENVIRONMENTAL IMPACT STATEMENT

The recommendations in the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing California Environmental Quality Act (CEQA) exemptions. No additional CEQA documentation required.

FISCAL IMPACT STATEMENT

The approval of this Report will have no fiscal impact on RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction and Maintenance Branch.

**BOARD REPORT**

NO. 17-169

DATE August 9, 2017

C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: FINAL ACCEPTANCE OF VARIOUS QUIMBY FUNDED PROJECTS: 303 PATTON STREET – ACQUISITION AND DEVELOPMENT (PRJ20216) PROJECT; GLASSELL PARK RECREATION CENTER – WALKING PATHS (PRJ1257A) PROJECT; HOPE AND PEACE PARK – SPLASH PAD IMPROVEMENTS (PRJ20363) PROJECT; MACARTHUR PARK – OUTDOOR PARK RENOVATIONS (PRJ20406) (E170477F) PROJECT

AP Diaz	_____	V. Israel	_____
<i>for</i> *R. Barajas	<u>CSD</u>	N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept the work performed for the 303 Patton Street – Acquisition and Development (PRJ20216) Project, constructed by the Department of Recreation and Parks (RAP) staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
2. Accept the work performed for the Glassell Park Recreation Center – Walking Paths (PRJ1257A) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
3. Accept the work performed for the Hope and Peace Park – Splash Pad Improvements (PRJ20363) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
4. Accept the work performed for the MacArthur Park – Outdoor Park Renovations (PRJ20406) (E170477F) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
5. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## BOARD REPORT

PG. 2 NO. 17-169

### SUMMARY

#### 303 Patton Street – Acquisition and Development (PRJ20216) Project

Patton Street Pocket Park is located at 303 Patton Street, in the Echo Park community of the City. This 0.40 acre facility provides traditional indoor recreation, sports league programs and after-school tutoring; including computer classes. Approximately eight thousand, five hundred sixty-one (8,561) City residents live within a one-half (1/2) mile walking distance of the park.

The 303 Patton Street – Acquisition and Development (PRJ20216) Project included the acquisition and renovation of 303 Patton Street, formerly the "Boys and Girls Club of Echo Park." The renovation included accessibility upgrades, interior lighting and plumbing upgrades, installation of a fire alarm and sprinklers, and repairs to the gym floor.

The Board of Recreation and Parks Commissioners (Board) approved the allocation of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) in Quimby Fees for this project (Report Nos. 09-070 and 10-245).

The 303 Patton Street – Acquisition and Development (PRJ20216) Project is complete. There is currently a total of Twenty Two Thousand Nine Hundred Thirty Four Dollars and Forty One Cents (\$22,934.41) available for reallocation to other projects.

#### Glassell Park Recreation Center – Walking Paths (PRJ1257A) Project

Glassell Park is located at 3650 Verdugo Road in the Glassell Park area of the City. This 12.69 acre park provides a variety of services and programs to the community including lighted athletic fields, basketball, football, after-school programs, a year-round pool, and a senior citizens club. Approximately Four Thousand, Eight Hundred Twenty-Seven (4,827) City residents live within a one-half mile walking distance of the park.

The Glassell Park Recreation Center – Walking Paths (PRJ1257A) Project included the installation of a dedicated walking/jogging path and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system.

The Board approved the allocation of Five Hundred Seventeen Thousand Sixteen Dollars and Eighteen Cents (\$517,016.18) in Zone Change and Quimby Fees for this project (Report Nos. 08-63, 09-120, 10-205, and 12-202).

The Glassell Park Recreation Center – Walking Paths (PRJ1257A) Project is complete. There is currently a total of One Hundred Thirteen Thousand Forty Eight Dollars and Forty Five Cents (\$113,048.45) available for reallocation to other projects.

## BOARD REPORT

PG. 3 NO. 17-169

### Hope and Peace Park – Splash Pad Improvements (PRJ20363) Project

Hope and Peace Park is located at 843 South Bonnie Brae Street in the Westlake community of the City. This 0.57 acre park provides a half basketball court, children's play area, and a splash pad for the use of the surrounding community. Approximately Twenty-One Thousand, Six Hundred Sixty-Two (21,662) City residents live within a one half mile walking distance of Hollenbeck Park.

The Hope and Peace Park – Splash Pad Improvements (PRJ20363) Project included improvements to the splash pad, upgrades to the recirculation systems, and the construction of a new restroom building.

The Board approved the allocation of Five Hundred Sixty Two Thousand Two Hundred Sixty Two Dollars (\$562,262.00) in Quimby Fees for this project (Report Nos. 10-210 and 12-186).

The Hope and Peace Park – Splash Pad Improvements (PRJ20363) Project is complete. There is currently a total of Twenty Four Thousand Two Hundred Fifty Dollars and Sixty Five Cents (\$24,250.65) available for reallocation to other projects.

### MacArthur Park – Outdoor Park Renovations (PRJ20406) (E170477F) Project

MacArthur Park is located at 2230 West 61th Street in the Westlake community of the City. This 29.87 acre property includes a play area, band shell, lake and boathouse, and picnic areas. Approximately nine thousand, two hundred three (9,203) City residents live within a one-half (1/2) mile walking distance of the park.

The MacArthur Park – Outdoor Park Renovations (PRJ20406) (E170477F) Project included improvements to the outdoor park areas, including turf, landscape, and irrigation infrastructure, and refurbishment of existing park lighting.

The Board approved the allocation of Nine Hundred Sixty Six Thousand One Hundred Seventy Nine Dollars and Twenty Three Cents (\$966,179.23) in Quimby Fees for this project (Report No. 10-109, 12-297, and 14-034). The project was also funded by Proposition K and the construction contract for the project was final accepted on January 20, 2010 (Report No. 10-016).

The MacArthur Park – Outdoor Park Renovations (PRJ20406) (E170477F) Project is complete. There is currently a total of Two Hundred One Thousand Nine Hundred Eighty Five Dollars and Fifty Nine Cents (\$201,985.59) in Quimby fees available for reallocation to other projects.

### ENVIRONMENTAL IMPACT STATEMENT

The recommendations in the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemptions. No additional CEQA documentation required.

BOARD REPORT

PG. 4 NO. 17-169

FISCAL IMPACT STATEMENT

The approval of this Report will have no fiscal impact on RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction and Maintenance Branch.

BOARD REPORT

NO. 17-170

DATE August 9, 2017

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VESTING TENTATIVE TRACT (VTT) NO. 74792 – RECOMMENDATION TO THE ADVISORY AGENCY FOR LAND DEDICATION OR IN-LIEU PARK FEE PAYMENT

AP Diaz	<u>          </u>	V. Israel	<u>          </u>
<i>for</i> *R. Barajas	<u>CSD</u>	N. Williams	<u>          </u>
H. Fujita	<u>          </u>		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Recommend that the Advisory Agency require Vesting Tentative Tract (VTT)-74792 (Project) to dedicate land to the City in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33; and,
2. Authorize the Department of Recreation and Parks to provide a report to the Advisory Agency informing them of the Board of Recreation and Park Commissioners' (Board) recommendation.

SUMMARY

Ordinance 184,505 (Parks Dedication and Fee Update Ordinance) became effective on January 11, 2017. Ordinance 184,505 requires most residential projects that create new dwelling units or joint living and work quarters to dedicate land or to pay a fee in-lieu (Park Fee) for the purpose of developing park and recreational facilities. Residential projects that propose one or more additional dwelling units are subject to these requirements unless they meet one of the exceptions listed in Los Angeles Municipal Code Section 12.33 C.3 (e.g. certain affordable housing units and secondary dwelling units may be exempt from any requirement to pay a fee).

Pursuant to Los Angeles Municipal Code Section 17.04 (Subdivision Committee), the Department of Recreation and Parks (RAP) shall submit a report to the Advisory Agency for each application for subdivision map approval, and that report "shall contain recommendations, approved by the Board, specifying the land to be dedicated, the payment of fees in-lieu thereof, or a combination of both ...".



## BOARD REPORT

PG. 2 NO. 17-170

### PROJECT SUMMARY

The Project is located at 913 South Figueroa Street and 818-822 James M. Wood Boulevard in the South Park community of the City. The Project is a 66-story mixed-use building comprised of 220 hotel rooms, 200 residential condominiums, 94,080 square feet of commercial space and 617 parking spaces. The Project site is currently a parking lot. The Project site is approximately 1.96 acres.

Conceptual renderings of Project are attached (Attachment 1).

RAP staff held an Early Consultation meeting with the applicant on April 20, 2017 to discuss the requirements of Los Angeles Municipal Code Section 12.33, including options for park land dedications, satisfaction of Park Fees, and recreational credits.

The Advisory Agency has sent RAP a notification requesting RAP provide its report and recommendations on the Project by August 23, 2017. If no written report is provided to the Advisory Agency by that date, the Advisory Agency will assume that RAP has no report to make.

### REQUIRED LAND DEDICATION / IN-LIEU FEE PAYMENT

#### Land Dedication

Pursuant to Los Angeles Municipal Code Section 12.33 D, residential Subdivision projects with more than fifty (50) residential dwelling units may be required by the City to dedicate land to the City for park and recreation purposes. The amount of land to be dedicated is calculated based on the formula detailed in Los Angeles Municipal Code Section 12.33 D.2:

- **LD = (DU x P) x F**
  - LD = Land to be dedicated in acres.
  - DU = Total number of new market-rate dwelling units.
  - P = Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
    - **P = 1.92**
  - F = Park Service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.
    - **F = 0.00192 (1.92 acres of park land per 1,000 residents)**

The maximum required land dedication for the Project's proposed 200 units would be:

$$1.10 \text{ Acres} = (200 \times 2.88) \times 0.00192$$

BOARD REPORT

PG. 3 NO. 17-170

The land dedication estimate is subject to change based on the number of exempt Affordable Housing Units included as part of the Project. Since the project has zero proposed affordable units in the Project qualify for an exemption per Los Angeles Municipal Code Section 12.33 G, the maximum required land dedication for the Project would be:

$$1.10 \text{ Acres} = (200 \times 2.88) \times 0.00192$$

Per Los Angeles Municipal Code Section 12.33 D.3, land dedications may be made on-site or off-site of the project location. Any off-site land dedication shall be located within a certain radius of the project site, as specified below:

- a) Neighborhood Park: within a 2-mile radius
- b) Community Park: within a 5-mile radius
- c) Regional Park: within a 10-mile radius

Should the Advisory Agency require the Project to dedicate land to the City, RAP staff will prepare a subsequent report for the proposed land dedication. The Board may accept or decline the proposed land dedication.

In-Lieu Fee Payment

Pursuant to Los Angeles Municipal Code Section 12.33, the Park Fee amount is determined by the type of residential development project (Subdivision or Non-Subdivision). RAP shall collect these fees pursuant to Los Angeles Municipal Code Section 19.17 and the Park Fees Section of the Department of Recreation and Parks' Rate and Fee Schedule. As of July 1, 2017, Residential Subdivision projects that are subject to the Subdivision fee shall pay:

- **\$8,382.42 x number of new non-exempt dwelling units**

The maximum required Park Fees payment for the Project for the total proposed 200 would be:

$$\mathbf{\$1,676,484.00} = \$8,382.42 \times 200 \text{ dwelling units}$$

The in-lieu fee estimate is subject to change depending on the Park Fee schedule in effect in the year of payment; the number of exempt Affordable Housing Units included as part of the Project; any Dwelling Unit Construction Tax previously paid by the Project; and, any credits granted by RAP to the Project for eligible privately owned recreational facilities and amenities.

Since the Project has zero proposed affordable units in the Project that would qualify for an exemption per Los Angeles Municipal Code Section 12.33 G, the maximum required Park Fee payment for the Project would be:

$$\mathbf{\$1,676,484.00} = \$8,382.42 \times 200 \text{ dwelling units}$$

## BOARD REPORT

PG. 4 NO. 17-170

### STAFF ANALYSIS AND RECOMMENDATION

Approximately fifty-four percent (54%) of residents in the City of Los Angeles live within a one-half (1/2) mile, or a ten (10) minute walk, from a public park or open space. The Mayor's Office of Sustainability pLAn sets a goal of increasing the percentage of Angelinos living within a one-half mile from a park to sixty-five percent (65%) by 2025 and to seventy-five percent (75%) by 2035. RAP has employed strategies, such as the 50 Parks Initiative, that are intended to increase park access and meet these park access goals.

Requiring a land dedication for a public park as a condition of approval of a subdivision pursuant to LAMC 12.33 is one mechanism by which RAP acquires land. The payment of in-lieu fees also facilitates land acquisition, and those fees may also be used to improve the RAP controlled properties via capital improvement projects. RAP staff analyzes each proposed development project including its location, new population, surrounding parks, service radius gaps, etc., in order for staff to determine which mechanism, land dedication or in-lieu fees, to recommend for the Board's review and approval.

The Project is located within the South Park neighborhood of the City. Currently, a parking lot is located at the Project site. The 110 freeway is to the north of the Project site. Located to the south and west of the Project site is the Hotel Figueroa, Staples Center, and the Los Angeles Convention Center. There is a mix of residential and commercial buildings on the east side of the Project site.

There is one (1) park within a half-mile (1/2) mile walking distance from the Project site. The nearest public park to the Project site is the Grand Hope Park, located at 919 South Grand Avenue. Grand Hope Park provides a small open lawn area, outdoor fitness equipment and a children's play area. Grand Hope Park is owned by RAP but operated by Grand Hope Park, Inc. A map showing the Project location and nearby public parks is attached hereto (Attachment 2).

If a new public park was provided at the Project location the park would serve the new residents of the Project as well as approximately Three Hundred Twenty-Four (324) new residents within a half-mile (1/2) radius walking distance from the Project Site (Attachment 3).

Given the above, RAP staff recommends that the appropriate mitigation measure for this Project is the dedication of land to the City.

### FISCAL IMPACT STATEMENT

The Fiscal Impact is unknown at this time.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch.

BOARD REPORT

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LIST OF ATTACHMENTS

- 1) Conceptual Project Renderings
- 2) Project Location and Surrounding Parks
- 3) EPADSS Report



Figure A-4  
Conceptual Rendering



Figure A-5  
Conceptual Rendering



EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

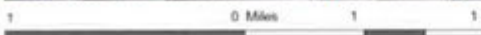
VTT-74792 - Project Site & Surrounding Park



**LEGEND**

- City Council Districts
- Existing Parks
- Non-RAP
- RAP
- City Limits
- All Neighborhood Service Area

**NOTES**



SCALE 1: 36,112

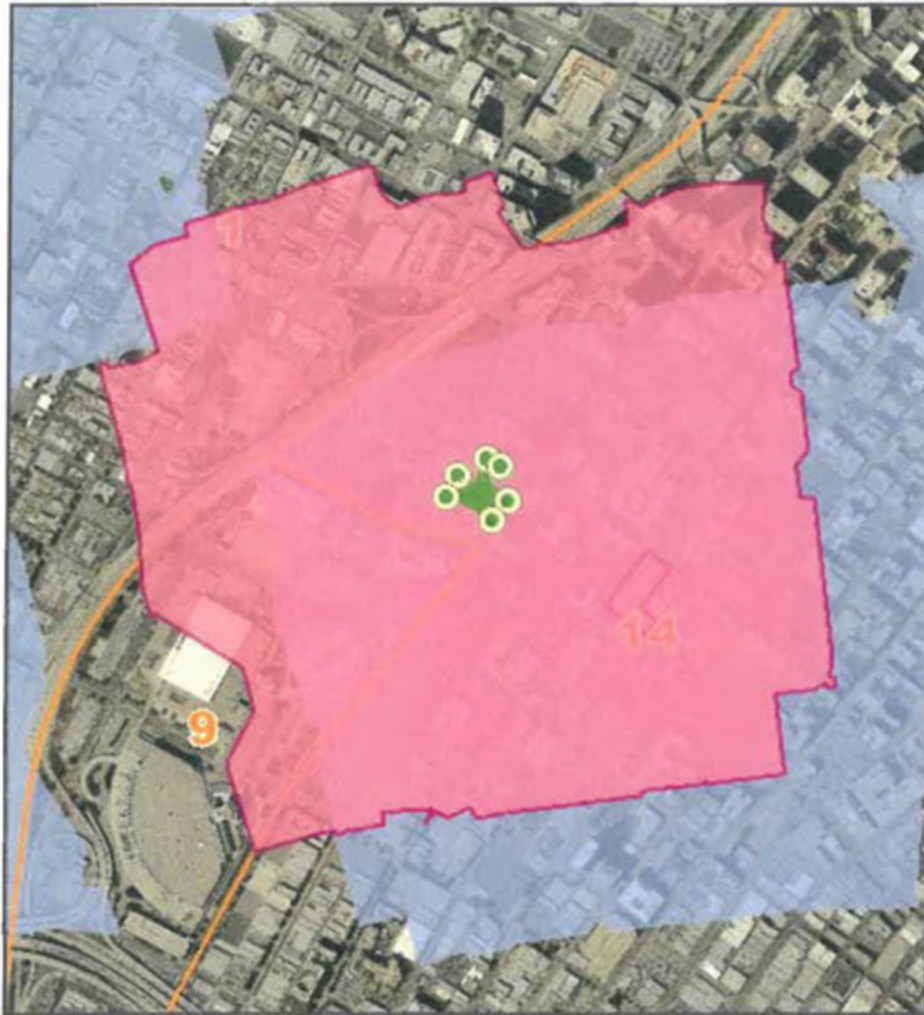
Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

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Printed: 07/16/2017



**EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM**

# Park Analysis Report



## Scenario Information

Scenario Name:  
VTT-74792 - 913 S. Figueroa St

Description:  
The Project is a 66-story mixed-use building comprised of 220 hotel rooms, 200 residential condominiums, 94,080 square feet of commercial space and 617 parking spaces.

Scenario Type:  
New Park

Park Class:  
Improved

Baseline Dataset\*:  
All Parks (RAP and Non-RAP)

\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.

### Population and Age Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	9,202	324

#### Residents Served by Age

Under Age 5:	388	9
Age 5 to 9:	342	9
Age 10 to 14:	356	10
Age 15 to 17:	236	5
Age 18 to 64:	7,362	271
Age 65 and Over:	518	20

### Household and Income Breakdown

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	4,657	176

#### Households Served by Annual Income

Under \$25,000:	1,971	114
\$25,000 to \$34,999:	333	4
\$35,000 to \$49,999:	560	25
\$50,000 to \$74,999:	412	11
\$75,000 and Over:	1,381	22

Source: Census/ACS 2010



**BOARD REPORT**

NO. 17-171

DATE August 9, 2017

C.D. 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: VESTING TENTATIVE TRACT (VTT) NO. 74852 – RECOMMENDATION TO THE ADVISORY AGENCY FOR LAND DEDICATION OR IN-LIEU PARK FEE PAYMENT

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<i>CSD</i>	N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Recommend that the Advisory Agency require Vesting Tentative Tract (VTT)-74852 to pay the in-lieu park fee to the City in order to fulfill the Project's requirements under provisions of the Park Fee Ordinance/Los Angeles Municipal Code Section 12.33; and,
2. Authorize the Department of Recreation and Parks (RAP) to provide a Report to the Advisory Agency informing them of the Board of Recreation and Park Commissioners' (Board) recommendation.

PARK FEE SUMMARY

Ordinance 184,505 (Parks Dedication and Fee Update Ordinance) became effective on January 11, 2017. Ordinance 184,505 requires most residential projects that create new dwelling units or joint living and work quarters to dedicate land or to pay a fee in-lieu (Park Fee) for the purpose of developing park and recreational facilities. Residential projects that propose one or more additional dwelling units are subject to these requirements unless they meet one of the exceptions listed in Los Angeles Municipal Code Section 12.33 C.3 (e.g. certain affordable housing units and secondary dwelling units may be exempt from any requirement to pay a fee).

Pursuant to Los Angeles Municipal Code Section 17.04 (Subdivision Committee), RAP shall submit a report to the Advisory Agency for each application for subdivision map approval and that report "shall contain recommendations, approved by the Board, specifying the land to be dedicated, the payment of fees in lieu thereof, or a combination of both ...".

## BOARD REPORT

PG. 2 NO. 17-171

### PROJECT SUMMARY

The proposed Project is located at 554-562 South San Pedro Street and 555-561 South Crocker Street in the Skid Row community of the City. The Project, as currently proposed, is a mixed-use project with an 18-story and 12-story building with approximately 407 residential units, of which 401 units are affordable, and approximately 12,227 square feet of commercial floor area.

Conceptual renderings of the Project are attached (Attachment 1).

RAP staff held an Early Consultation meeting with the applicant on February 9, 2017 to discuss the requirements of Los Angeles Municipal Code Section 12.33, including options for park land dedications, satisfaction of Park Fees, and recreational credits.

The Advisory Agency has sent RAP a notification requesting RAP provide its report and recommendations on the Project by August 21, 2017. If no written report is provided to the Advisory Agency by that date, the Advisory Agency will assume that RAP has no report to make.

### REQUIRED LAND DEDICATION AND IN-LIEU FEE PAYMENT

#### Land Dedication

Pursuant to Los Angeles Municipal Code Section 12.33 D, residential Subdivision projects with more than fifty (50) residential dwelling units may be required by the City to dedicate land to the City for park and recreation purposes. The amount of land to be dedicated is calculated based on the formula detailed in Los Angeles Municipal Code Section 12.33 D.2:

- **LD = (DU x P) x F**
  - **LD** = Land to be dedicated in acres.
  - **DU** = Total number of new market-rate dwelling units.
  - **P** = Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
    - **P = 1.92**
  - **F** = Park Service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.
    - **F = 0.00192 (1.92 acres of park land per 1,000 residents)**

The maximum required land dedication for the Project's proposed 407 units would be:

$$2.25 \text{ Acres} = (407 \times 2.88) \times 0.00192$$

BOARD REPORT

PG. 3 NO. 17-171

The land dedication estimate is subject to change based on the number of exempt Affordable Housing Units included as part of the Project. Since the Project has 401 proposed affordable units in the Project that could potentially qualify for an exemption per Los Angeles Municipal Code Section 12.33 G, the maximum required land dedication for the Project would be:

$$0.03 \text{ Acres} = (6 \times 2.88) \times 0.00192$$

Per Los Angeles Municipal Code Section 12.33 D.3, land dedications may be made on-site or off-site of the Project location. Any off-site land dedication shall be located within a certain radius of the Project site, as specified below:

- a) Neighborhood Park: within a 2-mile radius
- b) Community Park: within a 5-mile radius
- c) Regional Park: within a 10-mile radius

Should the Advisory Agency require the Project to dedicate land to the City, RAP staff will prepare a subsequent Report for the proposed land dedication. The Board may accept or decline the proposed land dedication.

In-Lieu Fee Payment

Pursuant to Los Angeles Municipal Code Section 12.33, the Park Fee amount is determined by the type of residential development project (Subdivision or Non-Subdivision). RAP shall collect these fees pursuant to Los Angeles Municipal Code Section 19.17 and the Park Fees Section of the Department of Recreation and Parks' Rate and Fee Schedule. As of July 1, 2017, Residential Subdivision projects that are subject to the Subdivision fee shall pay:

$$\mathbf{\$8,382.42 \times \text{number of new non-exempt dwelling units}}$$

The maximum required Park Fees payment for the Project for the total proposed 407 would be:

$$\mathbf{\$3,411,644.94} = \$8,382.42 \times 407 \text{ dwelling units}$$

The in-lieu fee estimate is subject to change depending on the Park Fee schedule in effect in the year of payment; the number of exempt Affordable Housing Units included as part of the Project; any Dwelling Unit Construction Tax previously paid by the Project; and, any credits granted by RAP to the Project for eligible privately owned recreational facilities and amenities.

Since the Project has 401 proposed affordable units in the Project that could potentially qualify for an exemption per Los Angeles Municipal Code Section 12.33 G, the maximum required Park Fee payment for the Project would be:

$$\mathbf{\$50,294.52} = \$8,382.42 \times 6 \text{ dwelling units}$$

## BOARD REPORT

PG. 4 NO. 17-171

### STAFF ANALYSIS AND RECOMMENDATION

Approximately fifty-four percent (54%) of residents in the City of Los Angeles live within a one-half (1/2) mile, or a ten (10) minute walk, from a public park or open space. The Mayor's Office of Sustainability pLAN sets a goal of increasing the percentage of Angelinos living within a one-half mile from a park to sixty-five percent (65%) by 2025 and to seventy-five percent (75%) by 2035. RAP has employed strategies, such as the 50 Parks Initiative, that are intended to increase park access and meet these park access goals.

Requiring a land dedication for a public park as a condition of approval of a subdivision pursuant to LAMC 12.33 is one mechanism by which RAP acquires land. The payment of in-lieu fees also facilitates land acquisition, and those fees may also be used to improve the RAP controlled properties via capital improvement projects. RAP staff analyzes each proposed development project including its location, new population, surrounding parks, service radius gaps, etc., in order for RAP staff to determine which mechanism, land dedication or in-lieu fees, to recommend for the Board's review and approval.

Project VTT-74852 is located within the Skid Row neighborhood of the larger Downtown community. Currently, the Weingart Café and a surface parking lot is located at the proposed Project site. Located to the north and west are various service organizations. The Weingart Center Association, who is the applicant for this Project, is immediately to the south of the Project site. On the east and south sides of the Project site are industrial buildings.

There are two public parks which are within a technical half (1/2) mile walking distance from the Project site. San Julian Park, located at 312 East 5<sup>th</sup> Street, is north of the Project site. Gladys Park, located at 808 East 6<sup>th</sup> Street, is east of the Project site.

These are the only parks currently within one-half (1/2) mile of the Project site. There are 2 future/proposed parks within two (2) miles of the Project site, 1<sup>st</sup> and Broadway Park and the 6th Street Bridge Park. A map showing the Project location and nearby public parks is attached hereto (Attachment 2).

If a new public park was provided at the Project location the park would serve the new residents of the Project as well as approximately one hundred, eighty-two (182) new residents within a one-half (1/2) mile radius (See Attachment 3).

If the proposed number of exempt affordable units in the Project did qualify for an exemption, it would result in a required land dedication of just 0.03 acres.

Therefore, RAP staff recommends that the appropriate mitigation measure for this Project is the payment of in-lieu fees.

### FISCAL IMPACT STATEMENT

The acceptance of in-lieu park fee will have no impact on RAP's General Fund.

BOARD REPORT

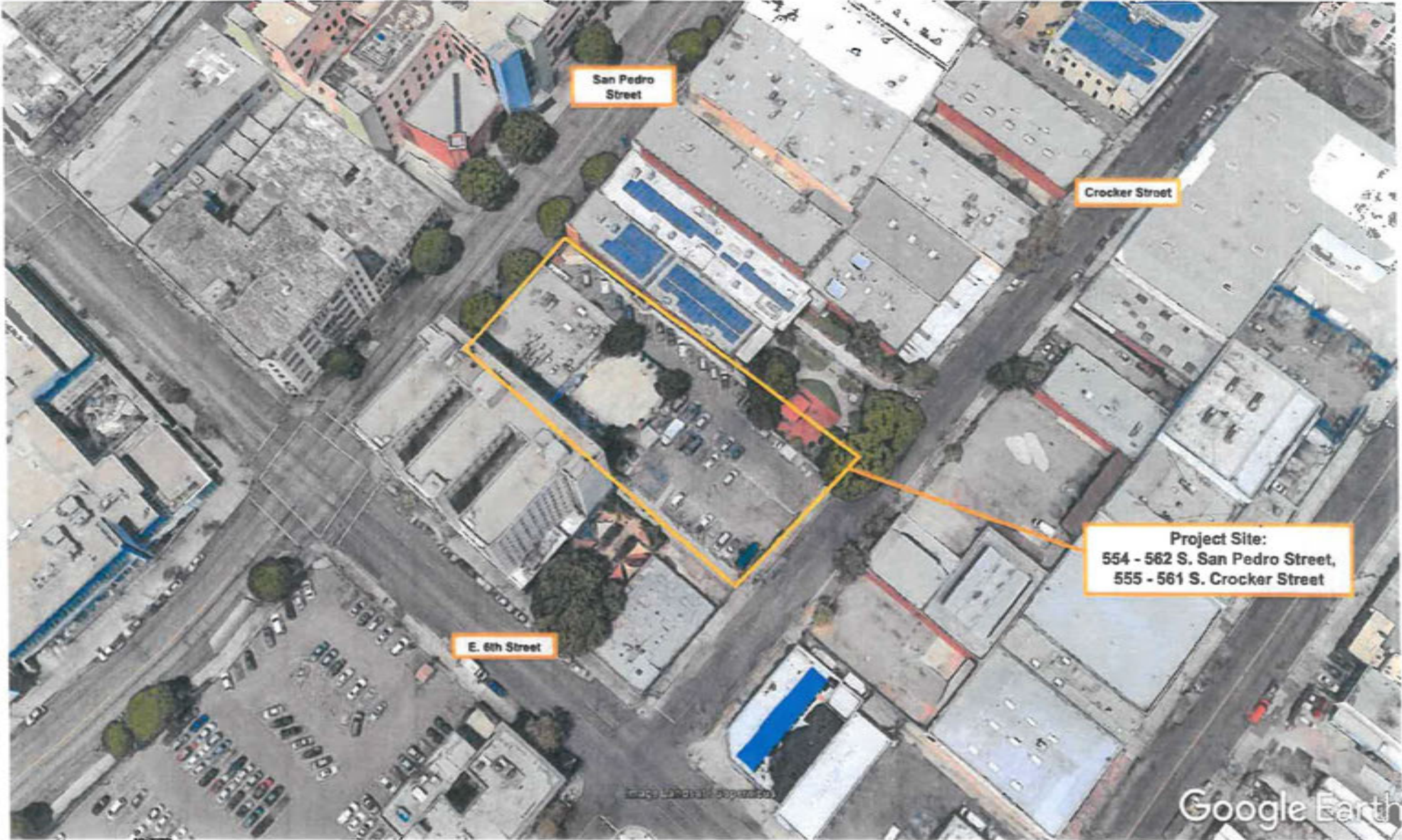
PG. 5 NO. 17-171

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Conceptual Project Renderings
- 2) Project Location and Surrounding Parks
- 3) EPADSS Report







EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

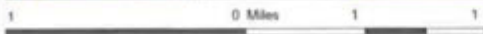
VTT-74852 Project Site & Surrounding Parks



LEGEND

- City Council Districts
- Existing Parks
- Non-RAP
- RAP
- City Limits
- All Neighborhood Service Area

NOTES



SCALE 1:36,112

Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

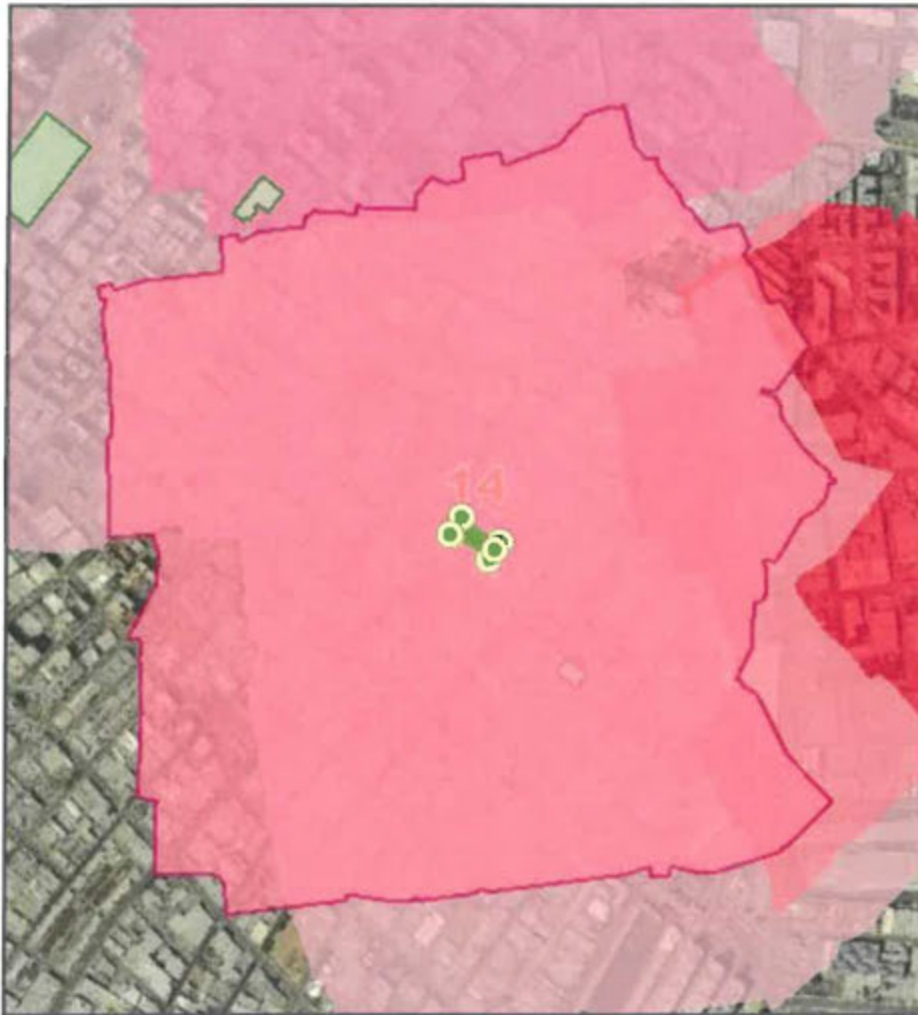
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Printed: 07/17/2017





EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

# Park Analysis Report



## Scenario Information

Scenario Name:

VTT-74852 - 554-562 South San Pedro Street

Description:

2 new mixed-use buildings with approximately 407 residential units, of which 401 units are affordable, and approximately 12,227 square feet of commercial floor area

Scenario Type:

New Park

Park Class:

Improved

Baseline Dataset\*:

All Parks (RAP and Non-RAP)

\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.

## Population and Age Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	12,687	182

### Residents Served by Age

Age Group	Total Residents Served	Currently Non-Served Residents Served
Under Age 5:	135	9
Age 5 to 9:	140	7
Age 10 to 14:	168	4
Age 15 to 17:	101	4
Age 18 to 64:	10,664	141
Age 65 and Over:	1,479	17

## Household and Income Breakdown

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	5,393	90

### Households Served by Annual Income

Income Group	Total Households Served	Currently Non-Served Households Served
Under \$25,000:	3,781	35
\$25,000 to \$34,999:	292	13
\$35,000 to \$49,999:	372	11
\$50,000 to \$74,999:	399	4
\$75,000 and Over:	549	27

Source: Census/ACS 2010

**BOARD REPORT**

NO. 17-172

DATE August 9, 2017

C.D. 10

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: VESTING TENTATIVE TRACT (VTT) NO. 75032 – RECOMMENDATION TO THE ADVISORY AGENCY FOR LAND DEDICATION OR IN-LIEU PARK FEE PAYMENT

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<u>CSD</u>	N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Recommend that the Advisory Agency require Vesting Tentative Tract (VTT)-75032 (Project) to dedicate land to the City in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33; and,
2. Authorize the Department of Recreation and Parks (RAP) to provide a Report to the Advisory Agency informing them of the Board of Recreation and Park Commissioners' (Board) recommendation.

SUMMARY

Ordinance 184,505 (Parks Dedication and Fee Update Ordinance) became effective on January 11, 2017. Ordinance 184,505 requires most residential projects that create new dwelling units or joint living and work quarters to dedicate land or to pay a fee in-lieu (Park Fee) for the purpose of developing park and recreational facilities. Residential projects that propose one or more additional dwelling units are subject to these requirements unless they meet one of the exceptions listed in Los Angeles Municipal Code Section 12.33 C.3 (e.g. certain affordable housing units and secondary dwelling units may be exempt from any requirement to pay a fee).

Pursuant to Los Angeles Municipal Code Section 17.04 (Subdivision Committee), RAP shall submit a report to the Advisory Agency for each application for subdivision map approval and that report "shall contain recommendations, approved by the Board, specifying the land to be dedicated, the payment of fees in lieu thereof, or a combination of both ...".

## BOARD REPORT

PG. 2 NO. 17-172

### PROJECT SUMMARY

The Project is located at 500 South Oxford Avenue in the Koreatown community of the City. The Project is an 89-unit residential condominium building with two levels of subterranean parking. The Project site is currently vacant and is approximately 1.18 acres.

Images of the vacant Project site are attached (Attachment 1)

RAP staff held an Early Consultation meeting with the applicant on May 18, 2017 to discuss the requirements of Los Angeles Municipal Code Section 12.33, including options for park land dedications, satisfaction of Park Fees, and recreational credits.

The Advisory Agency has sent RAP a notification requesting RAP provide its report and recommendations on the Project by August 1, 2017. Due to the fact that the Board did not have a meeting during July 2017, RAP staff submitted a letter to the Advisory Agency stating that RAP's official recommendations would be provided at the Advisory Agency meeting pending the approval of this Report.

### REQUIRED LAND DEDICATION / IN-LIEU FEE PAYMENT

#### Land Dedication

Pursuant to Los Angeles Municipal Code Section 12.33 D, residential Subdivision projects with more than fifty (50) residential dwelling units may be required by the City to dedicate land to the City for park and recreation purposes. The amount of land to be dedicated is calculated based on the formula detailed in Los Angeles Municipal Code Section 12.33 D.2:

- **LD = (DU x P) x F**
  - **LD** = Land to be dedicated in acres.
  - **DU** = Total number of new market-rate dwelling units.
  - **P** = Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
    - **P = 1.92**
  - **F** = Park Service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.
    - **F = 0.00192 (1.92 acres of park land per 1,000 residents)**

The maximum required land dedication for the Project's proposed 89 units would be:

$$0.49 \text{ Acres} = (89 \times 2.88) \times 0.00192$$

BOARD REPORT

PG. 3 NO. 17-172

The land dedication estimate is subject to change based on the number of exempt Affordable Housing Units included as part of the Project. Since the Project has zero proposed affordable units in the Project qualify for an exemption per Los Angeles Municipal Code Section 12.33 G, the maximum required land dedication for the Project would be:

$$0.49 \text{ Acres} = (89 \times 2.88) \times 0.00192$$

Per Los Angeles Municipal Code Section 12.33 D.3, land dedications may be made on-site or off-site of the Project location. Any off-site land dedication shall be located within a certain radius of the Project site, as specified below:

- a) Neighborhood Park: within a 2-mile radius
- b) Community Park: within a 5-mile radius
- c) Regional Park: within a 10-mile radius

Should the Advisory Agency require the Project to dedicate land to the City, RAP staff will prepare a subsequent report for the proposed land dedication. The Board may accept or decline the proposed land dedication.

In-Lieu Fee Payment

Pursuant to Los Angeles Municipal Code Section 12.33, the Park Fee amount is determined by the type of residential development project (Subdivision or Non-Subdivision). RAP shall collect these fees pursuant to Los Angeles Municipal Code Section 19.17 and the Park Fees Section of the Department of Recreation and Parks' Rate and Fee Schedule. As of July 1, 2017, Residential Subdivision projects that are subject to the Subdivision fee shall pay:

- **\$8,382.42 x number of new non-exempt dwelling units**

The maximum required Park Fees payment for the Project for the total proposed 89 would be:

$$\mathbf{\$746,035.38} = \$8,382.42 \times 89 \text{ dwelling units}$$

The in-lieu fee estimate is subject to change depending on the Park Fee schedule in effect in the year of payment; the number of exempt Affordable Housing Units included as part of the Project; any Dwelling Unit Construction Tax previously paid by the Project; and, any credits granted by RAP to the Project for eligible privately owned recreational facilities and amenities.

Since the Project has zero proposed affordable units in the Project that would qualify for an exemption per Los Angeles Municipal Code Section 12.33 G, the maximum required Park Fee payment for the Project would be:

$$\mathbf{\$746,035.38} = \$8,382.42 \times 89 \text{ dwelling units}$$

## BOARD REPORT

PG. 4 NO. 17-172

### STAFF ANALYSIS AND RECOMMENDATION

Approximately fifty-four percent (54%) of residents in the City of Los Angeles live within a one-half mile, or a ten (10) minute walk, from a public park or open space. The Mayor's Office of Sustainability pLAN sets a goal of increasing the percentage of Angelenos living within a one-half (1/2) mile from a park to sixty-five percent (65%) by 2025 and to seventy-five percent (75%) by 2035. RAP has employed strategies, such as the 50 Parks Initiative, that are intended to increase park access and meet these park access goals.

Requiring a land dedication for a public park as a condition of approval of a subdivision pursuant to LAMC 12.33 is one mechanism by which RAP acquires land. The payment of in-lieu fees also facilitates land acquisition, and those fees may also be used to improve the RAP controlled properties via capital improvement projects. RAP staff analyzes each proposed development project including its location, new population, surrounding parks, service radius gaps, etc., in order for RAP staff to determine which mechanism, land dedication or in-lieu fees, to recommend for the Board's review and approval.

The Project is located within the Koreatown neighborhood of the City. Currently, the Project site is vacant. The Project site is in a very densely populated area of the City and surrounded by residential and commercial buildings.

There are no public parks within one-half (1/2) mile walking distance from the Project site. The nearest public parks to the project site are Robert Burns Park and Shatto Recreation Center, which are both approximately one (1) mile away. A map showing the Project location and nearby public parks is attached hereto (Attachment 2).

There is one park proposed to be developed within a one-half mile walking distance from the Project Site. The proposed park development is located at 694 South Oxford Avenue (Assessor's Parcel No. 5093-006-900), the site of the Library Department's Pio Pico Koreatown Library. On March 1, 2017, the Board approved preliminary authorization for RAP staff to negotiate a Memorandum of Agreement with the Library Department for the use of a portion of the Pio Pico Koreatown Library parking lot for the development of a park, as well as the allocation of Quimby fees for the park development (Report No. 17-042). An estimated ten thousand sixty nine (10,069) City residents live within a one-half mile walking distance of the proposed Pio Pico Library Park.

If a new public park was provided at the Project location, the park would serve the new residents of the Project as well as approximately twenty-one thousand, two hundred forty-three (21,243) new residents within a one-half (1/2) mile (Attachment 3).

Therefore, RAP staff recommends that the appropriate mitigation measure for this Project is the dedication of land to the City.

BOARD REPORT

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FISCAL IMPACT STATEMENT

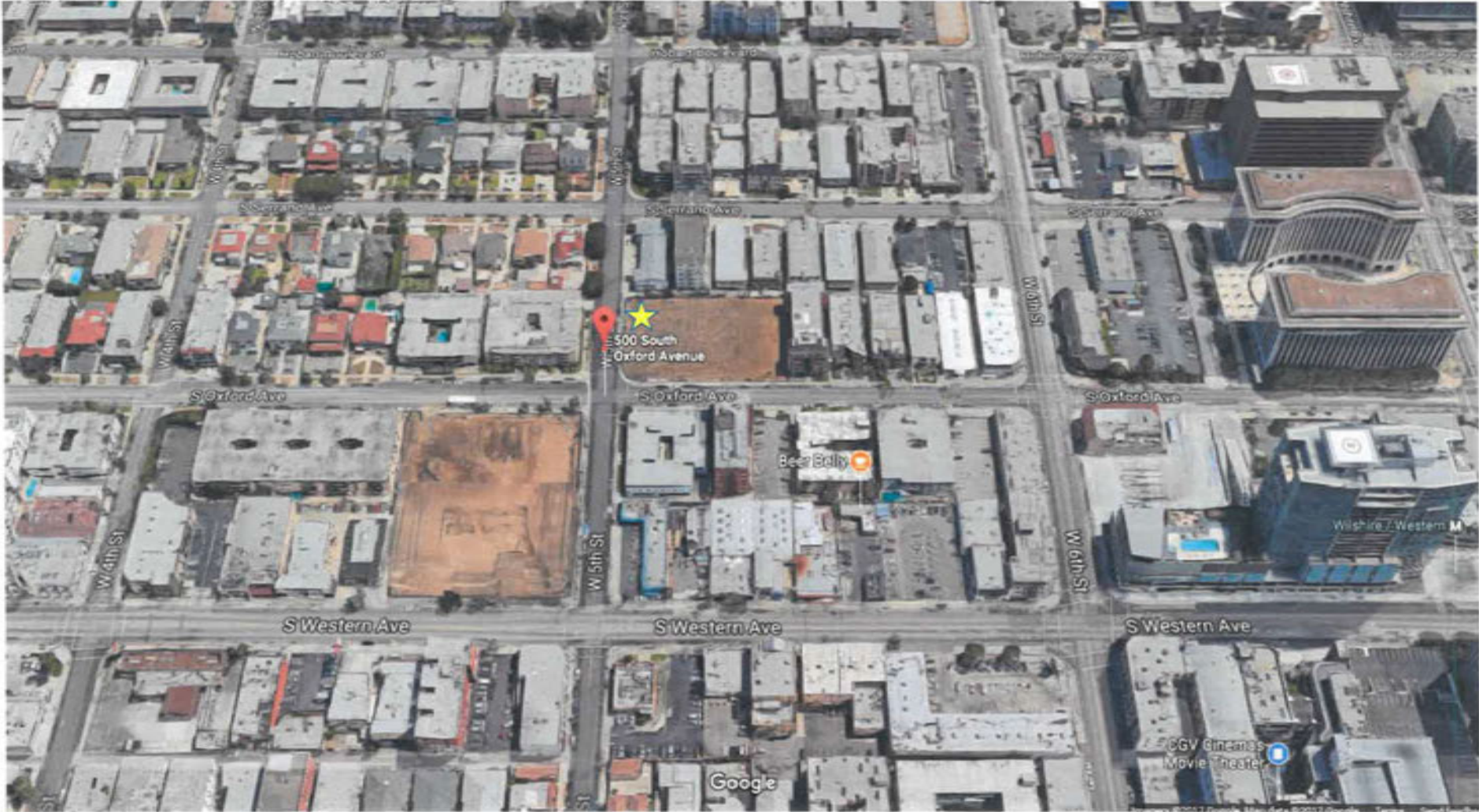
The Fiscal Impact is unknown at this time.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch.

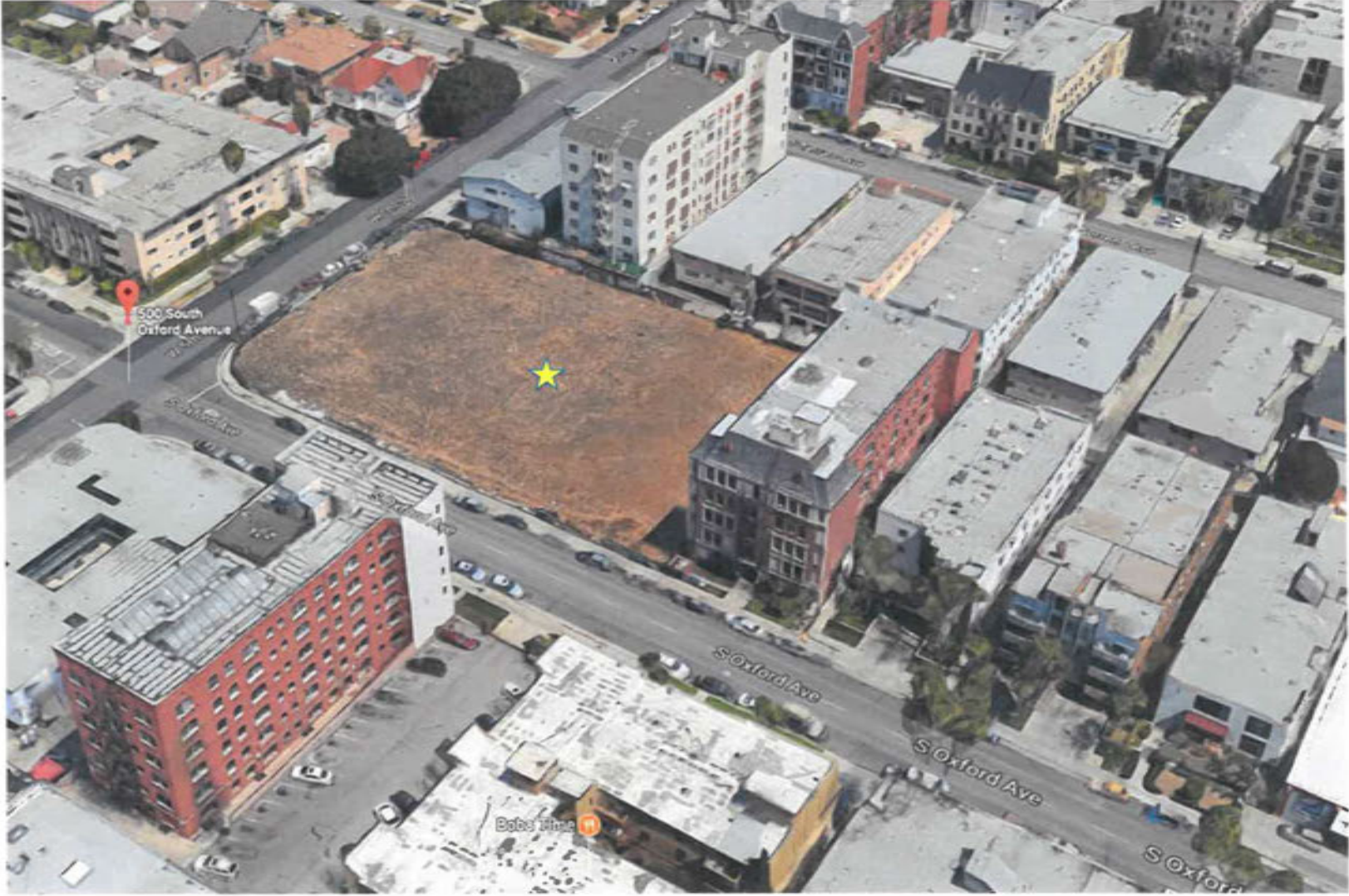
LIST OF ATTACHMENTS

- 1) Conceptual Project Renderings
- 2) Project Location and Surrounding Parks
- 3) EPADSS Report

Aerial View of Project Site facing East



Aerial View of Project Site facing Northeast





Street View of Project Site along Oxford Ave





EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

VTT-75032 - Project Site & Surrounding Parks

Attachment 2



**LEGEND**

- City Council Districts
- Existing Parks
- Non-RAP
- RAP
- City Limits
- All Neighborhood Service Area

**NOTES**



SCALE 1: 36,112

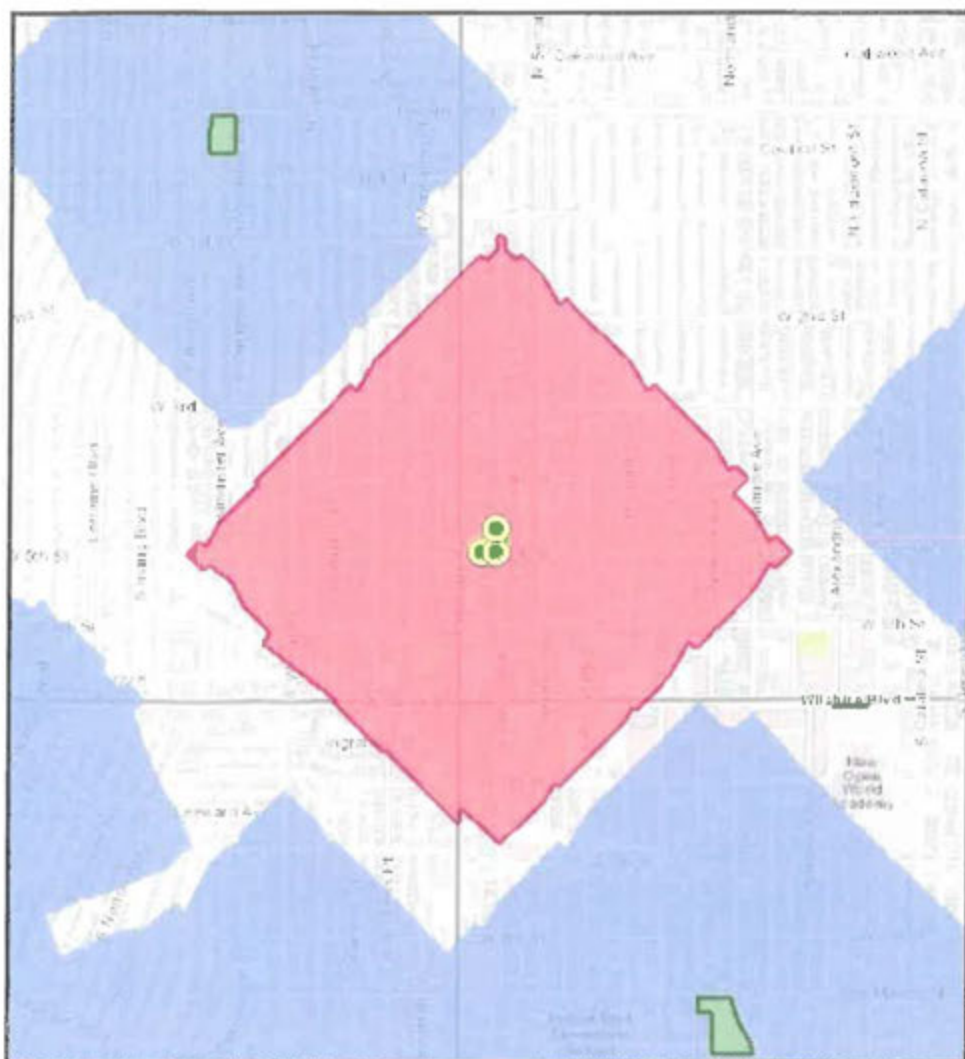
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Printed: 06/07/2017



**EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM**

# Park Analysis Report



## Scenario Information

Scenario Name:  
VTT-75032 - 500 S. Oxford St

Description:  
An 89-unit condominium building with 2 levels of subterranean parking.

Scenario Type:  
New Park

Park Class:  
Improved

Baseline Dataset\*:  
All Parks (RAP and Non-RAP)

\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.

## Population and Age Breakdown

## Household and Income Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	22,678	21,243

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	10,038	9,383

Residents Served by Age		
Under Age 5:	1,166	1,086
Age 5 to 9:	1,123	1,058
Age 10 to 14:	1,093	1,038
Age 15 to 17:	694	659
Age 18 to 64:	16,593	15,504
Age 65 and Over:	2,009	1,898

Households Served by Annual Income		
Under \$25,000:	3,257	3,033
\$25,000 to \$34,999:	1,322	1,245
\$35,000 to \$49,999:	2,107	1,935
\$50,000 to \$74,999:	1,590	1,469
\$75,000 and Over:	1,762	1,701

Source: Census/ACS 2010

**BOARD REPORT**

NO. 17-173

DATE August 9, 2017

C.D. 5

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ROBERTSON RECREATION CENTER PROJECT – (W.O. #E170266F)  
(PRJ20021) - REVIEW OF BIDS AND AWARD OF CONTRACT

<i>for</i>	AP Diaz _____	V. Israel _____
	*R. Barajas <u>CSD</u>	N. Williams _____
	H. Fujita _____	

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Find Ford E.C., Inc., to be the lowest responsive and responsible bidder for the Robertson Recreation Center project (PRJ20021) (W.O. #E170266F); and,
2. Award the construction contract to Ford E.C., Inc., in the amount of Ten Million Seven Hundred Eighty-Five Thousand Dollars (\$10,785,000.00), all according to the plans and specifications approved on April 19, 2017 thorough Report No. 17-101;
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to encumber funds in the amount of Ten Million Seven Hundred Eighty-Five Thousand Dollars (\$10,785,000.00);
4. Authorize the RAP's General Manager or Designee to make technical corrections as necessary to carry out the intent of this Board Report; and,
5. Authorize the Board President and Secretary to execute the contract, subject to approval by the City Attorney as to form.

SUMMARY

On April 19, 2017, the Board of Recreation and Park Commissioners (Board) approved the final plans and call for bids for the Robertson Recreation Center (Project) (W.O. #E170266F) (PRJ20021) project located at 1641 Preuss Road, Los Angeles, California, 90035, (Report No. 17-101). The project plans were prepared by Kevin Daly Architects under the supervision of the Bureau of Engineering, Architectural Division.

BOARD REPORT

PG. 2 NO. 17-173

The scope of work is to demolish the existing recreation center to make room for the new facility. The proposed facility will include a new gymnasium and community center that will total 11,750 square feet in area. The existing childcare center building will remain but will undergo modernization. The new facility will provide twenty (20) new parking spaces and twenty (20) bicycle parking spaces. The City Engineer's estimated construction cost for this project is Ten Million Three Hundred Thousand Dollars (\$10,300,000).

In addition, two (2) Deductive Alternates were identified to allow RAP the flexibility to deduct portions of the scope of work and meet the approved funding. The Deductive Alternates are described as follows:

Deductive Alternate No.1: – A lump sum price to be subtracted from the Base Bid for the deletion of the acoustic ceiling and wall panels in the Gymnasium and Office spaces, including its supporting structure.

Deductive Alternate No. 2: - A lump sum price to be subtracted from the Base Bid to replace the pervious pavement and storm water collection system with reinforced concrete pavement.

As approved by the Board on April 19, 2017, bids for the project were solicited only from the eight contractors that are on the Department of Public Works, Bureau of Engineering list of Pre-Qualified General Contractors. On May 30, 2017, the Board received one (1) bid as follows:

<u>Bidder</u>	<u>Base Bid</u>
Ford E.C., Inc.,	\$10,939,000
Deductive Alternate No.1:	\$ 120,000
Untitled eventDeductive Alternate No.2:	\$ 15,000

Since only one (1) bid was received, BOE staff met with Ford E.C., Inc., to discuss and negotiate the bid price submitted. As a result, Ford E.C., Inc., submitted a proposal to reduce their Base Bid to Ten Million Seven Hundred and Eighty-Five Thousand Dollars (\$10,785,000.00), which is a reduction of One Hundred and Fifty-Four Thousand Dollars from the initial bid.

RAP and the Chief Administrative Officer (CAO) have identified funding to reduce the gap between the reduced bid amount and the City Engineer's estimate. Sufficient funds are available to award the construction contract, plus contingency, without exercising the deductive alternates, from the following fund and account numbers:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT/ACCT</u>
Proposition K – YR 1-6	43K/10/10P307
Proposition K – YR 15	43K/10/10H307
Proposition K – YR 16	43K/10/10J307

## BOARD REPORT

PG. 3 NO. 17-173

Proposition K – YR 17	43K/10/10K307
Proposition K – YR 18	43K/10/10L307
Proposition K – YR 19	43K/10/10MPCY
Proposition K – YR 20	43K/10/10NPCY
Proposition K – Interest & Inflation	43K/10/TBD
Quimby	302/89/89460K-RG

Department of Public Works, Bureau of Engineering staff reviewed the responsiveness and work performance of Ford E.C., Inc., on a past City project and found them to be satisfactory. The Department of Public Works, Office of Contract Compliance (OCC) indicated that there has been no labor compliance violations and that all other legal requirements have been complied with by the bidder.

The City Attorney and staff have reviewed the bid submitted by Ford E.C., Inc., and found it to be in order. Staff recommends that the Board find Ford E.C., Inc., to be the lowest responsive and responsible bidder, and to award the project to Ford E.C., Inc., for a total construction contract amount of Ten Million Seven Hundred and Eighty-Five Thousand Dollars (\$10,785,000.00).

### PUBLIC OUTREACH

The Community was involved throughout the Project's design process. As required by Proposition K, Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted. On this project, five (5) LVNOC meetings were held as follows: Meeting No. 1 - May 13, 2014, Meeting No. 2 - August 26, 2014, Meeting No. 3 - October 27, 2014, Meeting No. 4 - March 3, 2015, and Meeting No. 5 - May 5, 2015.

Also, BOE held two (2) community public meetings were held on November 7, 2011, and February 19, 2015, to gather information and inform the community. Additionally, a design charrette took place on August 6, 2015. The LVNOC and Council District No. 5 are in full support of the project.

### TREES AND SHADE

The existing park is on a narrow triangular site. Established Melaleuca trees surround the park. The building design was shaped around the trees to preserve and protect as many trees as possible and still achieve the building program requirements. Of the existing forty-two (42) trees identified on site, ten (10) are proposed to be removed to make room for the new construction. Twenty (20) new trees will be planted. The proposed new trees include four (4) Melaleuca Quinquinerva (Paper Bark tree), six (6) Ulmus Parvifolia true green (Liquidamber Styraciflua) and ten (10) Arbutus 'Marina' (Marina Strawberry) trees. There are no shade structures included in this project since the existing trees and the new trees will provide shade.

A report was completed by a licensed Arborist to determine the impacts of construction and to take inventory of the species, size, and health of the trees on the site. The report focused on the

## BOARD REPORT

PG. 4 NO. 17-173

trees that are near the proposed buildings. The report concluded that strict adherence to tree protection zones would preclude some of the required programming and construction from taking place. Therefore, the report includes recommendations to protect existing trees. The Arborist's report with its recommendations were included as part of the construction documents.

### ENVIRONMENTAL IMPACT STATEMENT

On April 19, 2017, the Board determined that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 2, Class 3 (17) and Class 11 (7) of City CEQA Guidelines.

A Notice of Exemption was filed with the Los Angeles County Clerk on April 28, 2017.

### FISCAL IMPACT STATEMENT

The proposed construction is fully funded by Proposition K and Quimby funds. There will be no fiscal impact to RAP's General Fund associated with this project. However, operations and maintenance costs will be evaluated and included in future RAP budget requests

This Report was prepared by Jaime Contreras, Project Manager, BOE Architectural Division, and reviewed by Neil Drucker, Proposition K Program Manager; Mahmood Karimzadeh, Architectural Division Manager; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.

### LIST OF ATTACHMENT(S)

1. Reduced bid offer from Ford E.C., Inc.

FORD ENGINEERING & CONSTRUCTION INC.

10850 WILSHIRE BLVD. #380  
LOS ANGELES, CA 90024  
TEL: (310) 474-7999  
FAX: (310) 474-7992  
GENERAL CONTRACTORS  
LIC. #396212

August 2, 2017  
**City of Los Angeles**  
**Architectural Division**  
**Bureau of Engineering, Department of Public Works**  
1149 S. Broadway, 8th Floor - Suite 860  
Los Angeles, CA 90015  
**Attn: Mr. Jaime A. Contreras**  
Tel: 213-847-4710

**Re: Robertson Recreation Center, Project No. WO#E170266F**

Dear Mr. Contreras:

Pursuant to our June 7, 2017, meeting and after review of our submitted bid for the above mentioned project and some consideration to our means and methods on self performing works, we are pleased to inform you that our Total Bid Price could be decreased to \$10,785,000.

Please note that this consideration will not deviate or change any scope of work, plans and specification and our subcontractor list. Both deductive bid alternate #1 (\$120,000) and bid alternate #2 (\$15,000) for the amounts listed still remains in place in the case the City of LA wishes to exercise them.

I hope that above consideration facilitates to award the project and give us the opportunity to serve and accomplish another quality project for City of Los Angeles and Department of Recreation and Parks.

Sincerely,



**Sia Daghighian**  
President

C.C. Arash Daghighian—Ford E.C., Inc



BOARD REPORT

NO. 17-174

DATE August 9, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SOUTH LOS ANGELES WETLANDS PARK – LIGHTING IMPROVEMENTS (PRJ21148) PROJECT – ALLOCATION OF QUIMBY FEES – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [EXTERIOR ALTERATIONS INVOLVING MINOR CONSTRUCTION], CLASS 1(4) [REHABILITATION OF DETERIORATED STRUCTURES TO MEET CURRENT STANDARDS OF PUBLIC SAFETY], CLASS 1(12) [OUTDOOR LIGHTING] AND 4(12) [MINOR TRENCHING AND BACKFILLING] OF THE CITY CEQA GUIDELINES; BUILDING RENOVATION (PRJ20477) PROJECT – REVISION OF PROJECT SCOPE

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<i>CEA</i>	N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Take the following actions regarding South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project:
  - A. Approve the scope of the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project, as set forth in this Report;
  - B. Authorize Department of Recreation and Parks (RAP) staff to reallocate One Hundred Twenty Thousand Dollars (\$120,000.00) from the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project to the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project;
  - C. Approve the allocation of One Hundred Twenty Thousand Dollars (\$120,000.00) in Quimby Fees from South Los Angeles Wetlands Park Account No. 89460K-ZA for the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project;

## BOARD REPORT

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- D. Find that the proposed South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption
  - E. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
2. Take the following actions regarding South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project;
- A. Approve the revised scope of the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project, as set forth in this Report;
3. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

South Los Angeles Wetlands Park is located at 5413 South Avalon Boulevard in the South Los Angeles community of the City. This 9.00 acre property provides landscaped open space, walkways, and a constructed wetlands for the use and enjoyment of the surrounding community. The site also features a large building, known as Building 71, which is currently not available for public use. An estimated Fourteen Thousand Three Hundred Ninety Two (14,392) City residents live within a one-half (½) mile walking distance of South Los Angeles Wetlands Park. Due to the facilities, features, programs, and services it provides, South Los Angeles Wetlands Park meets the standard for a Neighborhood Park, as defined in the City's Public Recreation Plan.

On December 10, 2012 the Board of Recreation and Park Commissioners' (Board) approved the allocation of One Million Dollars (\$1,000,000.00) in Quimby Fee Interest for the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project (Report No. 12-322). The scope of the approved project was for the renovation of Building 71 into a community center. On May 23, 2017, the Board authorized the RAP General Manager to negotiate and execute a thirty-five (35) year Lease with Museum Associates dba the Los Angeles County Museum of Art (LACMA) for the use of a portion of South Los Angeles Wetlands Park, the renovation and rehabilitation of Building 71, and the operation of a proposed museum (Report No. 17-134).

### South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project

The scope of work for the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project includes the replacement of existing solar fixtures with new LED fixtures and the installation of a new gate and new bollards in the main parking lot.

RAP staff estimates the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project will cost approximately One Hundred Twenty Thousand Dollars (\$120,000.00).

BOARD REPORT

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PROJECT FUNDING

Upon approval of this Report, a total of One Hundred Twenty Thousand Dollars (\$120,000.00) in Quimby Fees can be reallocated from the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project and allocated to the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project.

The total funding available for the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project would be One Hundred Twenty Thousand Dollars (\$120,000.00).

Pursuant to Los Angeles Municipal Code Section 12.33 J.2, interest accrued on Quimby in-lieu fees may be applied outside the project development for which the original fees were collected, provided that RAP holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing parks or recreational facilities within the City.

FUNDING SOURCE MATRIX

Source	Fund No./Dept. No./Acct. No.	Amount	Percentage
Quimby Fees	302/89/89460K-ZA	\$120,000.00	100%
<b>Total</b>		\$120,000.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project.

The South Los Angeles Wetlands Park – Lighting Improvements (PRJ21148) Project is currently anticipated to begin in August 2017.

TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at South Los Angeles Wetlands Park. No new trees or new shade are proposed to be added to South Los Angeles Wetlands Park as a part of this Project.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project will consist of exterior alterations involving minor construction with no or negligible expansion of use, of rehabilitation of deteriorated structures to meet current standards of public safety, of outdoor lighting for security and operations and of minor trenching and backfilling. Therefore, RAP staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1,4,12) and Class 4(12) of the City CEQA Guidelines.

BOARD REPORT

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FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General fund. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project

The scope of work for the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project is for the renovation of the existing "Building 71" into a community center.

As detailed in Report No. 17-134, Building 71 is now proposed to be leased to LACMA to be used as a museum and, as a part of that project, LACMA will improve Four Thousand Five Hundred (4,500) square feet of building space for the installation of a Park Ranger Station. LACMA's improvements of the Park Ranger Station are limited to providing utility (gas, electricity and water) hookups and in ensuring that RAP is able to connect its internal information and technology systems to the electrical and data cable connections of the building. RAP is responsible for any additional capital and other improvements it deems necessary or desires for the Park Ranger Station.

Given the above, staff recommends that the scope of the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project be revised from the renovation of the existing Building 71 into a community center to the development of a Park Ranger Station.

PROJECT FUNDING

Upon approval of this report, the total funding available for the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project would be Eight Hundred Eighty Thousand Dollars (\$880,000.00).

Pursuant to Los Angeles Municipal Code Section 12.33 J.2, interest accrued on Quimby in-lieu fees may be applied outside the project development for which the original fees were collected, provided that RAP holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing parks or recreational facilities within the City.

FUNDING SOURCE MATRIX

Source	Fund No./Dept. No./Acct No.	Amount	Percentage
Quimby Fees	302/89/89460K-ZA	\$880,000.00	100%
<b>Total</b>		\$880,000.00	100%

BOARD REPORT

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PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has not yet been identified for the South Los Angeles Wetlands Park - Building Renovation (PRJ20477) Project.

It is unknown at this time when construction of this project can commence.

TREES AND SHADE

The approval of these projects will have no impact on existing trees or shade at South Los Angeles Wetlands Park. No new trees or new shade are proposed to be added to South Los Angeles Wetlands Park as a part of these projects.

ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that, since sufficient funding has not yet been identified for the project, CEQA will be addressed when the complete project scope has been determined and sufficient funds have been identified.

FISCAL IMPACT STATEMENT

The fiscal impacts on RAP for the design, development, and construction of the proposed park improvements are unknown at this time.

Any costs for the operation and maintenance of the future Park Ranger Station will be requested through the regular budget process.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

**BOARD REPORT**

NO. 17-175

DATE August 9, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: DONATION FROM THE NATASHA WATLEY FOUNDATION IN SUPPORT OF A DEPARTMENT OPERATED GIRLS SUMMER SOFTBALL LEAGUE AT FOURTEEN PARK SITES

AP Diaz	_____	*V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		



\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Accept a donation from the Natasha Watley Foundation (NWF), consisting of cash and in-kind services, with a total estimated value of Eleven Thousand Four Hundred Ten Dollars and No Cents (\$11,410.00), in support of the Department of Recreation and Parks (RAP) operation of the 2017 Natasha Watley Summer Softball League (League), and that appropriate recognition be given to NWF; and,
2. Direct the RAP Chief Accounting Employee to deposit in the established Sports Organization Account under Fund 302, Department 89, Account 89703H, Sub-Account NW, all funds received from the NWF for the League, and to authorize the payment of League-related expenses from said Sub-Account.

SUMMARY

The NWF was founded by two-time Olympic softball medalist Natasha Watley to create softball-based developmental opportunities for girls in underserved communities in order for the participants to learn the game of softball and valuable life-skills. The NWF seeks young women whose financial resources are limited and to provide them with the opportunity to train, develop, and compete in a high-quality softball league such as the "Natasha Watley Softball League" in which they will be guided by the League's Coach Mentor Program (CMP).

As part of RAP's ongoing collaborative operation of the League, NWF donates the following for the 2017 summer season: cash in the amount of Four Thousand, Four Hundred Ten Dollars (\$4,410.00) for the payment of umpire fees; and in-kind services in the form of a Coach Mentor Program (CMP) with an estimated value of up to Seven Thousand Dollars (\$7,000.00). The collective value of the NWF's contribution to the League is estimated to be Eleven Thousand, Four Hundred Ten Dollars (\$11,410.00). The NWF donation is in conjunction with RAP's contribution of Girls Play Los Angeles (GPLA) Funds.

## BOARD REPORT

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The 2017 Softball League will be the tenth year of the League's operation and the sixth year of the CMP and associated Essay Contest. The CMP matches top female athletes from universities nationwide with each of the participating recreation centers. Coach Mentors not only coach but also teach the "Four Points of the Diamond" – discipline, dedication, dignity, and duty. With the help of the Coach Mentors, players between the ages of 11 to 15 (eleven to fifteen) are given the opportunity to write an essay based on the core values of character and the Four Points of the Diamond.

The 2017 League consists of twenty-nine (29) teams representing fourteen (14) Recreation Centers and their respective communities. Participating recreation centers include Baldwin Hills, Central, Denker, Green Meadows, Imperial Courts, Jackie Tatum Harvard, Jim Gilliam, Martin Luther King Jr., Rancho Cienega, Ross Snyder, St. Andrews, Trinity, Van Ness, and Wilmington. The 2017 League Opening Day was held on June 10, 2017, at Rancho Cienega Sports Complex. Games began in June, and will end in mid-August. Each team will play eight games. RAP will conduct all administrative functions related to the program, such as promoting the League, recruiting and registering players, providing head or assistant coaches who will assist with weekly practices, and hosting the opening and closing ceremonies.

### FISCAL IMPACT STATEMENT

Acceptance of this donation results in no impact to RAP's General Fund, but rather supplements the payment of League-related expenses, as RAP does not have the funding resources necessary to conduct these youth programs at the same level, without assistance from supporters like the NWF.

This Report was prepared by Chinyere Stoneham, Recreation Supervisor, CLASS Parks, and Jennifer Sapone, Senior Management Analyst I, Program Grants.

**BOARD REPORT**

NO. 17-176

DATE August 9, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: DONATIONS OF FUNDS, EQUIPMENT, AND IN-KIND CONTRIBUTIONS FROM THE LOS ANGELES DODGERS FOUNDATION IN SUPPORT OF DODGERS REVIVING BASEBALL IN INNER CITIES YOUTH BASEBALL AND GIRLS SOFTBALL LEAGUE AT FIFTEEN (15) PARK SITES

AP Diaz	_____	*V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		



General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

Accept a donation from the Los Angeles Dodgers Foundation (LADF) consisting of funding, uniforms, equipment, and in-kind contributions, with an estimated value of Two Hundred Ten Thousand, Six Hundred Sixty-One Dollars and Twenty Cents (\$210,661.20), in support of the Department of Recreation and Parks' (RAP) operation of the Dodgers Reviving Baseball in Inner Cities Program (RBI) 2017 season, for the benefit of youth ages 5 to 15; and that appropriate recognition be given to LADF.

SUMMARY

The Los Angeles Dodgers Foundation (LADF) is a 501(c)(3) non-profit organization and the official team charity of the Los Angeles Dodgers. LADF's primary focus is to strengthen and support cornerstone programs in sports, recreation, education, literacy, health, and wellness, which benefit children and families in need throughout the greater Los Angeles region. The Dodgers RBI Program (Program) encompasses more than two hundred (200) cities and over two hundred thousand (200,000) youth, helping them grow on and off the baseball field. Over the past five years, the Program has been supported by LADF. The 2017 Program began in April and will conclude in August.

The following is a list of the fifteen (15) recreation centers that are participating in the 2017 Program:

- 109<sup>th</sup> Street Recreation Center
- Algin Sutton Recreation Center
- Baldwin Hills Recreation Center
- Central Recreation Center
- Denker Recreation Center



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- Harbor City Recreation Center
- Highland Park Recreation Center
- Jackie Tatum/Harvard Recreation Center
- Martin Luther King Jr. Recreation Center
- Montecito Heights Recreation Center
- Normandie Recreation Center
- Pecan Recreation Center
- Rancho Cienega Sports Complex
- Rosecrans Recreation Center
- Ross Snyder Recreation Center

The LADF's current support for the 2017 Program consists of:

- Funding in the amount of Forty-Six Thousand, Four Hundred Forty Dollars (\$46,440.00) for umpire and field maintenance expenses at the fifteen (15) Program sites; Three Thousand Ninety-Six (3,096) sets of baseball and softball uniforms, consisting of a cap, two jerseys, pants, socks, and belts for each participant; Five Hundred Sixteen (516) polo shirts for coaches; with the value of the uniforms and sports apparel amounting to approximately Forty-Nine Thousand, Three Hundred Twenty-Six Dollars and Twenty Cents (\$49,326.20); and
- Baseball and softball equipment valued at approximately Sixty-Nine Thousand, Eight Hundred Ninety-Five Dollars (\$69,895.00).

The total value of the LADF's donation of funding, uniforms, and equipment is One Hundred Sixty-Five Thousand, Six Hundred Sixty-One Dollars and Twenty Cents (\$165,661.20), excluding additional in-kind Program contributions.

The uniforms, which display the RAP logo on one sleeve, will be worn at league games by approximately three thousand, ninety-six (3,096) boys and girls, ages 5 through 15, and approximately five hundred sixteen (516) coaches. Program participants will be allowed to keep the issued uniforms for personal use once the season ends. The donated baseball and softball equipment will be retained by each participating recreation center for future use.

The LADF also provided RAP with the following in-kind contributions with an estimated value of Forty-Five Thousand Dollars (\$45,000.00):

- Recruitment flyers and banners for each site;
- Vision to Learn free eye exams and eyeglasses for event participants at Rancho Cienega Sports Complex "Dodger Days" event. Additional activities include a baseball clinic, inflatable Dodger pitching machine, alumni autograph signing, pizza, and various giveaways;

## BOARD REPORT

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- Bank of America Better Money Habits Seminar held at Ross Snyder and Normandie Recreation Centers. The seminars are intended to teach parents and players how to manage their money and save for college;
- A coaching clinic was held at Algin Sutton Recreation Center;
- Fitness Nights were held at Baldwin Hills, Jackie Tatum Harvard and Montecito Heights Recreation Centers;
- CSUN College Access Tour
- An invitation to all players and coaches to the annual PlayerFest at Dodger Stadium, where a baseball clinic, stadium tours, carnival games, various giveaways, alumni autographs, eye exams, and lunch will be provided.

The collective, approximate value of LADF's donation to RAP, which includes funding, uniforms, equipment, and in-kind contributions in support of the Program's 2017 season, is approximately Two Hundred Ten Thousand, Six Hundred Sixty-One Dollars and Twenty Cents (\$210,661.20).

The Superintendents of the Pacific and Metro Regions support the 2017 Program, and each concurs with staff's recommendations.

### FISCAL IMPACT STATEMENT

This donation of funding, uniforms, equipment, and in-kind contributions valued at approximately Two Hundred Ten Thousand, Six Hundred Sixty-One Dollars and Twenty Cents (\$210,661.20), from the LADF through the RBI Program, supplements uniforms, equipment, and other related expenses to make the RBI baseball and softball programs a success. Acceptance of the LADF's annual donation has no fiscal impact on the RAP General Fund, as all funding is being provided by the LADF, at no cost to RAP, for the benefit of participating youth from fifteen (15) communities.

This Report was prepared by Chinyere Stoneham, Recreation Supervisor, CLASS Parks, Metro Region and Jennifer Sapone, Senior Management Analyst I, Program Grants.

**BOARD REPORT**

NO. 17-177

DATE August 9, 2017

C.D. 5

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: CHEVIOT HILLS RECREATION CENTER – ARCHERY RANGE RESTROOM PROJECT (PRJ20739)– ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,3,12) [ALTERATIONS OF EXISTING PUBLIC FACILITIES, MINOR ALTERATIONS OF WALKWAYS AND PARKING LOTS AND OUTDOOR LIGHTING] AND CLASS 11(3) [ACCESSORY STRUCTURES] OF THE CITY CEQA GUIDELINES

*for*

AP Diaz

\*R. Barajas

H. Fujita

*CSP*

V. Israel

N. Williams

\_\_\_\_\_

*[Signature]*  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the revised scope of Cheviot Hills Recreation Center – Archery Range Restroom Project (PRJ20739) (Project), as described in the Summary of this Report;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Four Hundred Twenty Thousand Dollars (\$420,000.00) in Quimby Fees from Quimby Account No. 89460K-00 to Cheviot Hills Recreation Center Account No. 89460K-CV;
3. Approve the allocation of Four Hundred Twenty Thousand Dollars (\$420,000.00) in Quimby Fees from Cheviot Hills Recreation Center Account No. 89460K-CV for the Project;
4. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption;
5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption; and,

## BOARD REPORT

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6. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

Cheviot Hills Recreation Center is located at 2551 Motor Avenue in the West Los Angeles area of the City. This 40.0 acre facility provides an auditorium, baseball diamond, basketball courts, children's play area, community room, indoor gym, seasonal pool, tennis courts, volleyball courts, archery range, and a jogging path for the surrounding community. Approximately five thousand, nine hundred ninety (5,990) City residents live within a one-half mile walking distance of Cheviot Hills Recreation Center. Due to the size of the park, and the facilities and features and programs it provides, Cheviot Hills Recreation Center meets the standard for a community park, as defined in the City's Public Recreation Plan.

### PROJECT SCOPE

The Board of Recreation and Park Commissioners (Board) previously approved the scope of the Project, which included the construction of a new restroom building near the Archery Range in Cheviot Hills Park (Report No. 16-020).

RAP staff had determined that additional improvements are needed, including the installation of American with Disabilities Act (ADA) compliant parking, installation of electric vehicle designated parking, and path of travel improvements to existing picnic area and pétanque courts. New sports court lighting for the pétanque courts will also be incorporated into this project. These improvements are necessary for the completion of the Project. RAP staff recommends that the scope Project be modified to include these additional improvements and that supplemental funding be allocated to the Project.

### PROJECT FUNDING

Upon approval of this Report, Four Hundred Twenty Thousand Dollars (\$420,000.00) in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to Cheviot Hills Recreation Center Account No. 89460K-CV and will be allocated to the Cheviot Hills Recreation Center – Archery Range Restroom Project (PRJ20739).

The total amount of funding for this Project, including Two Hundred Thousand Dollars (\$200,000.00) in previously allocated Quimby Fees, will be Six Hundred Twenty Thousand Dollars (\$620,000.00).

These Quimby Fees were collected within five (5) miles of Cheviot Hills Recreation Center, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

BOARD REPORT

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FUNDING SOURCE MATRIX

Source	Fund No./Dept No./Acct No.	Amount	Percentage
Quimby Fees	302/89/89460K-CV	\$620,000.00	100%
<b>Total</b>		\$620,000.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of Cheviot Hills Recreation Center – Archery Range Restroom Project (PRJ20739).

The Project is currently under construction.

TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Cheviot Hills Recreation Center.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project is a continuation of an existing project that included only the construction of new restrooms near the Archery Range, which was exempted from California Environmental Quality Act (CEQA) with Report No. 16-020, pursuant Article III, Section 1, Class 1 (1,3) and Class 11(3) of City CEQA Guidelines. However, substantial modifications to the original scope of work require a new CEQA determination. The new Project includes building of small structures (new restrooms), minor alteration of existing facilities where there be negligible or no expansion of use, installation of ADA (Americans with Disabilities Act) compliant parking, installation of electric vehicle designated parking, improvements to the walkway to the existing picnic area and new sports court lighting for the pétanque courts. As such, RAP Staff recommends that the Board determines that the Project is exempt from CEQA pursuant to Article III, Section 1, Class 1(1,3,12) and Class 11(3) of City of Los Angeles CEQA Guidelines. A Notice of Exemption (NOE) will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on the RAP' General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with minimal impact to existing maintenance service at this facility.

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This Report was prepared by Wendy Cervantes, Management Assistant, Planning, Maintenance and Construction Branch.

**BOARD REPORT**

**NO.** 17-178

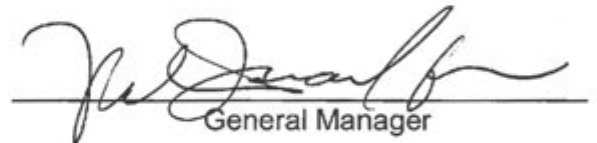
**DATE:** August 9, 2017

**C.D.** 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** 109TH STREET RECREATION CENTER – APPROVAL TO CONVERT AN EXISTING TENNIS COURT INTO A FUTSAL COURT AND ACCEPTANCE OF A DONATION FROM THE LOS ANGELES GALAXY FOUNDATION CONSISTING OF FUTSAL COURT IMPROVEMENTS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 11 (1,3) [ON PREMISE SIGNS, INSTALLATION OF GAME COURTS] OF THE CITY CEQA GUIDELINES

AP Diaz	_____	* V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_      Disapproved \_\_\_\_\_      Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Approve the repurposing of the existing tennis court at 109<sup>th</sup> Street Recreation Center to a Futsal court, allowing for the redevelopment of the tennis court into a synthetic surface Futsal court (Project) with associated amenities;
2. Accept a donation of Futsal court improvements valued at approximately Seventy-Two Thousand, Two Hundred Twenty-Three Dollars (\$72,223.00), from the Los Angeles Galaxy Foundation (Donor), including the removal of existing tennis court improvements and installation of a synthetic surface Futsal court and associated amenities;
3. Authorize Department of Recreation and Parks (RAP) staff to recognize the Donor for their generosity through the installation of recognition signage at the new Futsal court, in accordance with the RAP Sponsorship Recognition Policy;
4. Find that the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(1,3) of the City CEQA Guidelines, and direct RAP staff to file a Notice of Exemption;
5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;

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6. Authorize RAP staff to issue a temporary Right Of Entry Permit (ROE) to the Donor and its contractor, Asphalt Fabric & Engineering, Inc. (dba, AFE Sports), authorizing such contractor to access 109<sup>th</sup> Street Recreation Center in order to perform necessary work to complete the Project as described in this Report;

### SUMMARY

109<sup>th</sup> Street Recreation Center (Center) is located at 1464 East 109<sup>th</sup> Street, Los Angeles, CA 90059. The Center currently has one concrete surface tennis court. RAP has received a generous offer from the Los Angeles Galaxy Foundation (Donor), a 501(c)(3) nonprofit organization committed to helping children through educational, health, and soccer based initiatives and programs. The Donor, which is a community relations arm of the LA Galaxy, a Major League Soccer (MLS), professional soccer franchise based in the City of Carson, California, has offered to fund the conversion of the Center's underutilized tennis court into a synthetic surface Futsal Court with associated soccer amenities. The Donor has offered and agreed to contract directly with AFE Sports to complete the proposed Project at the Donor's expense. Included herein as Attachment 1 is a Site Map showing the location of the existing tennis court.

Based on the public's historical underutilization of the tennis court at the Center, and the public's continuous demand for access to soccer opportunities in the community, it appears that the community's recreational needs would be better served by RAP through the proposed new Futsal Court, rather than the existing tennis court. This is also evident by the fact that the Los Angeles Police Department has taken advantage of the tennis court's underutilization, by using it to conduct Futsal training classes for at-risk youth in the community.

"Futsal" is a variant of the traditional game of team-soccer, but played with a smaller ball on a much smaller field between two teams of only five to seven players, including a goalkeeper. The smaller Futsal court is more conducive and convenient for play among youth and younger children, which allows for easier recreational programming in a smaller setting, such as for smaller group clinics and camps. Therefore it is anticipated that the proposed new Futsal court will be well-received by the community and will be more utilized than the existing tennis court.

The proposed donation consisting of the completed Project, is valued at approximately Seventy-Two Thousand, Two Hundred Twenty-Three Dollars (\$72,223.00), which scope of work includes Project design and management, site and soil surveys, removal of tennis court improvements (primarily tennis-net post removal), site preparation, and installation of Futsal Court improvements (10' ball-containment netting on existing poles, synthetic surface, and two sets of bleachers on a concrete pad). RAP Planning, Maintenance, and Construction Branch staff have reviewed and approved the Project plans and specifications, and shall oversee the Project as it progresses in conjunction with RAP Service Contracts Staff. On August 3, 2017, a community meeting was held to present and discuss the proposed project to the community and obtain feedback to best determine the needs and desires of the community with respect to the court's future purpose and use. The majority of those community members in attendance expressed support for the proposed project.



## BOARD REPORT

PG. 3 NO. 17-178

To thank and acknowledge the Donor for their generosity, RAP staff recommends the approval of recognition signage to be placed within the new Futsal Court area at a location mutually acceptable to RAP and the Donor, in accordance with the RAP Sponsorship Recognition Policy. Such signage shall include the name and corporate logo of the Donor.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project involves the installation of a new game court on an existing tennis court and of installation of recognition signage. As such, RAP staff recommends that the Board determine that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (1, 3) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

Acceptance of the proposed donation of a new Futsal Court improvements will result in no fiscal impact to the RAP General Fund, as all Project direct costs shall be paid by the Donor.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

### LIST OF ATTACHMENT(S)

- 1) 109<sup>th</sup> Street Recreation Center Site Plan

109<sup>th</sup> Street Recreation Center

Site Map



**BOARD REPORT**

NO. 17-179

DATE August 9, 2017

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: HEATING, VENTILATING, AIR CONDITIONING (HVAC) CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS - REQUEST FOR QUALIFICATIONS

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	*N. Williams	<u>NDW</u>
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed Request for Qualifications (RFQ) for Heating, Ventilating, Air Conditioning (HVAC) construction, retrofit, maintenance and/or repairs, for a three-year contract, herein included as Attachment 1, in an amount not to exceed Seven Million Dollars (\$ 7,000,000.00) per year per contract awarded, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFQ to the City Attorney for review and approval as to form; and,
3. Authorize Department of Recreation and Parks (RAP) staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

SUMMARY

RAP is in need of HVAC construction, retrofit, maintenance and/or repairs services which current staffing can provide only on a limited basis; therefore, one or more HVAC construction, retrofit, maintenance, and/or repair services contracts are required. Currently, RAP has contracts in place to perform these required services that will expire in August 2018. With over four hundred fifty (450) park locations and facilities under the jurisdiction of RAP, HVAC service contracts are critical to maintaining and expanding our current park facility infrastructure.

RAP staff has developed and is now ready to release, at the direction of the Board, a RFQ which will be advertised on RAP's website and posted on the Los Angeles Business Assistance Virtual Network (BAVN). Additionally, direct communications inviting bids will be made to a list of interested parties from a list maintained by RAP.

A mandatory pre-qualification conference will be held approximately three weeks after the



## BOARD REPORT

PG. 2 NO. 17-179

release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14 (Villaraigosa Series), and the Board's policy. A second non-mandatory technical review meeting will be held following to provide direct interaction with potential responders seeking assistance.

### Evaluation Process

Responses will be evaluated in two levels. Level I will be a review by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications will determine the responder's knowledge and experience to perform terms and specifications of the contract. If a responder's minimum qualification cannot be verified by RAP staff, the responder will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all required compliance and submittal documents as required per ordinance. The responder must successfully pass Level I before staff will proceed to Level II.

If any responders are successful in meeting the City's qualifications requirements, then a recommendation will be made to the Board for award of contracts to them. In the interest of maintaining a competitive environment and maximizing the City's contracting options, staff may choose to recommend awarding a contract to multiple vendors. If multiple vendors are awarded this contract, they will have the opportunity to submit a competitive quote for each project issued by RAP's Planning, Construction and Maintenance Division, within the terms of this contract. Projects will be awarded solely on the prices submitted by the vendors.

The selected Responder/s will be recommended to the Board for a three-year contract in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year, per contract, per contractor. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The HVAC construction, retrofit, maintenance and/or repairs that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for services will be provided from various resources.

### FISCAL IMPACT STATEMENT:

Releasing the Request for Qualification has no impact to RAP's General Fund.

This Report was prepared by Carmela Geronca, Management Assistant, Finance Division and reviewed by Robert Feld, Senior Management Analyst I, Finance Division.

### LIST OF ATTACHMENTS

- 1) HVAC Construction, Retrofit, Maintenance, and/or Repairs RFQ



# REQUEST FOR QUALIFICATIONS

HEATING, VENTILATION, AND AIR  
CONDITIONING CONSTRUCTION,  
RETROFIT, MAINTENANCE, AND/OR  
REPAIRS



**City of Los Angeles**  
**Department of Recreation and Parks**

**Figueroa Plaza**  
**221 North Figueroa Street, Suite 300**  
**Los Angeles, CA 90012**

**Mandatory Pre-Qualification Conference:** 9:00 a.m., **TBD**  
**Non-Mandatory Technical Review Meeting:** 9:30 a.m., **TBD**  
**Submission Deadline:** 3:00 p.m., **TBD**

## RESPONDENT'S CONTACT INFORMATION

*Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed*

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Contractor's (or Other Professional) License No.:** \_\_\_\_\_

**Business Tax Registration Certificate (BTRC) No.:** \_\_\_\_\_

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CITY OF LOS ANGELES  
HVAC CONSTRUCTION, RETROFIT, MAINTENANCE, AND/OR  
REPAIRS**

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**



**REQUEST FOR QUALIFICATIONS FOR  
HVAC CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS**

TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:  
SEVEN MILLION DOLLARS (\$7,000,000.00) AMOUNT OF CONTRACT  
PER YEAR, PER CONTRACTOR, PER CONTRACT

**IMPORTANT DATES**

**MANDATORY PRE-QUALIFICATION MEETING:**

A **Mandatory** pre-qualification meeting will be conducted on **TBD** at 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than **3:00 p.m. on TBD**.

**Two (2) complete Request for Qualifications (RFQ) documents** (including addenda), each with original initials/signatures, required forms, attachments and documentation must be submitted, at least **one must be unbound**. In addition, a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ. The scanned PDF electronic copy must be in either CD format, clearly labeled if more than one CD is enclosed, or on a USB flash drive.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

**RFQ for HVAC CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS –  
RESPONSE ENCLOSED**

With the Name and Address of Firm responding.

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa Street, Suite 300  
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## RESPONDENT'S CHECKLIST

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

ITEM DESCRIPTION	INITIALS
<p><b>COMPLETED, SIGNED ORIGINALS</b>  <b>Two (2) complete Request for Qualifications (RFQ) documents</b> (including addenda), each with original initials/signatures, required forms, attachments and documentation must be submitted, at least one must be unbound. In addition, a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ. Indicate if the electronic copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS</b>                      Respondent has completed all requests for information and answered all questions.</p>	<p>_____</p>
<p><b>NON-COLLUSION AFFIDAVIT</b>                      Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see <b>Exhibit C</b>)</p>	<p>_____</p>
<p><b>MUNICIPAL LOBBYING ORDINANCE</b>                      Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See <b>Exhibit C</b>)</p>	<p>_____</p>
<p><b>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS</b>                      Respondent has fully read and understood the "Introduction, Respondent's Instructions and Submittals" section of this RFQ.</p>	<p>_____</p>
<b>FORM A – H INDEX</b>	
<p><b>FORM A: CONTRACTOR GOVERNMENTAL REFERENCE SHEET(S)</b>                      Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary.</p>	<p>_____</p>
<p><b>FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S)</b>                      Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary.</p>	<p>_____</p>
<p><b>FORM C: PROJECT QUALIFICATION FORM(S)</b>                      Respondent read, signed and submitted one completed form for each qualifying project.</p>	<p>_____</p>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

<p><b>FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED)</b> Respondent has read, signed, and submitted the Information Release Form.</p>	_____
<p><b>FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED)</b> Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark "Not Applicable."</p>	_____
<p><b>FORM F: APPLICANT'S DECLARATION OF SELF-INSURANCE</b> Complete and sign form or mark "Not Applicable."</p>	_____
<p><b>FORM G: OUT-OF-STATE BIDDERS</b> Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter "Not Applicable."</p>	_____
<p><b>FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION</b> Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter "Not Applicable."</p>	_____
<b>EXHIBIT A-C INDEX</b>	
<p><b>EXHIBIT A: SPECIFICATIONS &amp; PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR HVAC CONSTRUCTION, RETROFIT, MAINTENANCE, AND/OR REPAIRS</b> Respondent has read all sections of the "Specifications and Proposed As-Needed Contract Language", and filled out contact information in Article 17 (in <b>Exhibit A</b>).</p>	_____
<p><b>EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS</b> Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive.</p>	_____
<p><b>EXHIBIT C: COMPLIANCE DOCUMENT PACKET</b> See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. <b>ALL FORMS IN SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE.</b></p>	_____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**RESPONDENT CONTACT INFORMATION AND SIGNATURE**

NAME OF RESPONDENT \_\_\_\_\_

RESPONDENT'S ADDRESS \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

> RESPONDENT'S TELEPHONE NUMBER \_\_\_\_\_

> RESPONDENT'S FAX NUMBER \_\_\_\_\_

> RESPONDENT'S EMAIL ADDRESS \_\_\_\_\_

> BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) # \_\_\_\_\_

> RESPONDENT'S CHECK LIST

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

\_\_\_\_\_  
Initial

BY:  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE OR POSITION: \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS**

Firms interested in providing **HVAC CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at [www.labavn.org](http://www.labavn.org) and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board of Recreation and Park Commissioners has not authorized any other agency, or Internet service other than the RAP Finance Division to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

**The City reserves the right to add contractors during the term of the contract(s) awarded as a result of this RFQ process.**

### **DESCRIPTION OF REQUESTED SERVICES**

**HVAC Construction, Retrofit, Maintenance and/or Repairs**

### **EXPEDITED AWARD AND EXECUTION OF CONTRACT**

Due to the RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
2. All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.

3. It is the intention of the Board to award this contract as expeditiously as possible.
4. Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.

**RAP CONTACT FOR INFORMATION AND ASSISTANCE**

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the Contract Administrator:

Robert Feld  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 180  
Los Angeles, California, 90012

Phone: (213) 202-5621  
Fax: (213) 202-2614 (Cover sheet required)  
E-mail: [robert.feld@lacity.org](mailto:robert.feld@lacity.org)

**MANDATORY PRE-QUALIFICATION MEETING**

Respondents are required to attend the mandatory pre-qualification meeting scheduled for **TBD**, at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

The purpose of the meeting is to inform prospective Respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

**NON-MANDATORY TECHICAL REVIEW MEETING**

The non-mandatory technical review meeting is scheduled for **TBD** at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012. While attendance for this meeting is not required, respondents are encouraged to attend for their own benefit.

The purpose of the meeting is to review the prospective Respondents' RFQ packages, to inform them of any missing forms and requirements, and allow them the opportunity to make any corrections before submitting their completed RFQ packages by the RFQ Submittal Deadline/Opening of Proposals.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

### **SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

Proposals must be received no later than 3:00 pm on **TBD** of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED.**

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

### **REVIEW OF RESPONSES**

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

### **REJECTION OF RESPONSES**

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

### **RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES**

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

### **RFQ SUBMITTAL ITEMS**

Respondents must submit the following:

- **Two (2)** complete original RFQ Responses, at least one must be unbound AND
- **A scanned PDF electronic copy** of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive)

Each original Response must include the RFQ documents with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 PM.** of the RFQ submittal date designated on Page 3 of this RFQ: "Important Dates". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED.** City staff will then review the RFQ's and **MAY** make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. **NO Facsimile Responses or Facsimile modifications of Responses will be accepted.** Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses, one of which must be an unbound copy, and an electronic copy as required may result in your Response being deemed non-responsive.**

### **USE OF CITY-ISSUED FORMS**

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

### **PROTEST PROCEDURES**

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests must be received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa St., Suite 300  
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **RESPONDENT QUALIFICATIONS/EVALUATION**

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications **MUST** be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

**This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.**

### **DEFINITIONS:**

**HVAC Construction, Retrofit, Maintenance and/or Repairs** includes but is not limited to the following:-

- Design, engineer, permitting, installation of HVAC equipment, sheet metal ductwork, registers, platforms, electrical and plumbing with weather tight penetrations of roofs and walls.
- All work under this contract will also install complete, fully functional control and energy management systems and startup commissioning with fully completed documentation of all manufacturers' startup sheets and inclusive of operation and maintenance (O & M) manuals.
- Install new or retrofit and/or repair boilers and cooling towers.
- Incidental related work to HVAC maintenance and installations may include roofing, framing, carpentry, electrical, drywall and painting.

### **MINIMUM QUALIFICATIONS:**

**General Requirements all Respondents MUST meet the following:**

- Responders must have been in good standing with the California Contractor's License Board under a C-20 Contractors License for the last ten (10) years performing installation service and maintenance of complete, fully functional, light commercial and commercial HVAC systems.
- Responders must provide minimum of twenty (20) new HVAC installations performed by your company within the County of Los Angeles within the last ten (10) years. All projects must have been performed from May 2007 to present. All projects submitted must have been permitted within the County of Los Angeles.
- Responders must include a minimum 5 energy management systems and/or built up controls system in larger split systems.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

- Responders must provide the following types/size of HVAC systems:

<u>Quantity Required</u>	<u>System Type</u>	<u>Tons</u>	<u>Installation Design/Type</u>
3	Package Unit/ Gas/Electric	5-20	2-downshot and/or 3 side discharge
2	Package Unit/ Heat Pump	5-20	2-downshot and/or 3 side discharge
3	Package Unit/ Gas/ Electric	10-50	2-downshot and/or 3 side discharge
2	Package Unit/ Heat Pump	10-50	2-downshot and/or 3 side discharge
3	Split Systems (Remote Condenser)/ Mini Split	1-5	For Small Server Room or Office Space
4	Split Systems (Remote Condenser)	5-20	Office Space For Auditoriums, Gymnasiums and Pools
3	Split Systems (Remote Condenser)	20-50	Pools

**All Qualification projects must be submitted on Form “C” and all information required on this form must be submitted complete. If any information is omitted, it may be deemed unqualified.**

Office Locations: Respondent must have an established office(s) within one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County.

Compliance History: All qualifications submitted are required for any future work for the City and shall be done in accordance with all the applicable rules and regulations as follows:

Must meet all current bonding requirements with the City of Los Angeles.

**REQUIRED DOCUMENTATION:**

**a. Introductory/Cover Letter (Maximum Length: Three [3] Pages)**

- (1) Provide a brief narrative on the firm’s history, organizational structure and years in business;
- (2) Discuss the firm’s ability to provide the scope of work or range of services identified in this RFQ;
- (3) Identify the locations and sizes of the corporate headquarters and branch offices;
- (4) Identify which office(s) will have the primary responsibility for providing client services and provide the name and phone number of the principal office manager(s).

**b. Professional Experience and Qualifications**

- A. Provide a brief summary of key personnel, including any sub-consultants/subcontractors, citing their education, work experience, and professional registrations, certifications and affiliations as applicable.
- B. Work experience should identify the year, job title, and the name of the employer at the time the work was performed (if résumés are included as part of this Response, they should be limited to two [2] pages for each person).
- C. Include a statement that the firm possesses the personnel necessary to provide the scope of work or services identified in this RFQ and meet the minimum certification requirements. Proof of these certifications must be provided as part of this RFQ.

**1. Performance Bond**

A Performance Bond may be required once a project is awarded to Contractor: Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

If a Performance Bond is required, it is requested that acceptable bond and insurance documents be submitted within ten (10) working days after notice of award of any as-needed projects. Proof of Performance Bonds may be submitted to the Department Contract Administrator, Attention: Robert Feld, 221 North Figueroa Street, Suite 180, Los Angeles, California, 90012.

NOTE: Bonds must also be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

If it is determined that a performance bond is required, the awarded Contractor/s will be required to maintain a minimum Performance Bond in the amount or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

2. Relevant Project Experience

**All qualifications MUST be provided on Form C of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet the minimum requirements in order to be qualified.**

**CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS**

**MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR RAP CONSTRUCTION CONTRACTS**

All Respondents are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

**COMPLIANCE DOCUMENTS**

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ ("Compliance Documents").

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your Response:

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

- Responder's Signature Declaration and Affidavit (Section I.A of Exhibit C)  
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit C)  
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)  
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)  
Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.
- Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	<u>18%</u>
WBE Participation:	<u>4%</u>
SBE Participation:	<u>25%</u>
EBE Participation:	<u>8%</u>
DVBE Participation:	<u>3%</u>

- Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)  
Please read the instructions in Exhibit C, Section H.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

- Los Angeles Residence Information (Section I.I of Exhibit C)
- Reporting Requirements After Award of Contract (Section I.J of Exhibit C)
- Compliance with Los Angeles City Charter Section 470(C)(12) (Measure H) (Section I.K of Exhibit C)
- Nondiscrimination – Equal Employment Practices Certification (Section I.L of Exhibit C)
- Child Care Policies (Section I.M of Exhibit C)
- Iran Contracting Act of 2010 (Section I.N of Exhibit C)

**Only** the Respondent(s) selected for award of the contract shall submit the following additional required items (within ten [10] calendar days of notification by Department):

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- City-Approved Proof of Insurance City-Approved Performance Deposit
- Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit
- Equal Benefits Ordinance Statement
- First Source Hiring Ordinance Compliance Affidavit
- Slavery Disclosure Affidavit
- Equal Benefits Ordinance Statement/ First Source Hiring Ordinance

Failure of the successful Respondent to submit all the required documents in section ‘P’ through ‘W’ of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections ‘a’ through ‘m’ of Exhibit C with the RFQ Response may render the response non-responsive, and no contract will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS**

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) within ten (10) calendar days after the notice of award of this contract:

- Equal Benefits Ordinance/First Source Hiring Ordinance
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

### **AFFIRMATIVE ACTION PLAN**

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

### **PREVAILING WAGES**

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

### **SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers/Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

### **CONTRACTOR RESPONSIBILITY ORDINANCE**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

### **CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for the City of Los Angeles.

In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

### **INSURANCE REQUIREMENTS**

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

**In addition**, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

### **PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at: <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

#### **OFFICE OF CONTRACT COMPLIANCE FORMS**

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration  
Office of Contract Compliance  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **CONTRACTOR PARTICIPATION**

The awarded Contractor shall perform 75% of the total electrical portion of all projects awarded to its own organization. Contractor may subcontract up to 25% of the total value of each project awarded under this contract. The percentage subcontracted shall be based on the original contract price, exclusive of specialty items performed or manufactured by Subcontractors, subject to the approval of Department Contract Administrator. The City reserves the right to waive any portion of the Contractor Participation provision.

## **COMMENCEMENT AND COMPLETION OF WORK**

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

## **SAFETY ORDERS**

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

## **SECURITY GUARD SERVICES**

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

**SELF-ACCRUAL OF USE TAX PROGRAM**

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM A**  
**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET**  
**CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

**FORM B**  
**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**  
**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**FORM C**  
**PROJECT QUALIFICATION FORM**

Prior to filling out this sheet, please refer to page 12 of this RFQ document for instructions.

Project Type: (i.e. HVAC Construction, Retrofit, Maintenance and/or Repairs):

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Project Address/Location: \_\_\_\_\_

Customer Contact Name: \_\_\_\_\_

Customer Contact Phone #: \_\_\_\_\_

County: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Project Summary:

Please print out additional Project Qualification Forms (Form C) as necessary.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM D**  
**DEPARTMENT OF RECREATION AND PARKS**  
**INFORMATION RELEASE FORM**

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street City, State Zip

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM E**

**All Responders** must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to **Exhibit B** for minimum coverage limits.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Los Angeles is an additional insured by blanket endorsement.

<b>CERTIFICATE HOLDER</b> City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## FORM F

City of Los Angeles

### Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:
-----------------------------------

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
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#### Declaration

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM G**  
**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

**FORM H**  
**SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**SDO EXEMPTION**

**CITY OF LOS ANGELES**  
Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2777

**SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION**

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

**Section 1: Awarding Department**

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

**Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:	
Company Address:		
City:	State:	Zip:
Purpose:	BAYN Contract ID:	
Start Date:	End Date:	Amount:

Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved: _____	Not Approved. (See attached memorandum.)
OCC Analyst: _____	Date: _____

**THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

\_\_\_ Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

\_\_\_ Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

\_\_\_ Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

\_\_\_ Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

\_\_\_ Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

\_\_\_ Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

\_\_\_ Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

\_\_\_ Contracts entered into pursuant to Charter Section 371(e)(7).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBITS A – C INDEX

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**EXHIBIT A**

***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR HVAC CONSTRUCTION, RETROFIT, MAINTENANCE, AND/OR REPAIRS.***

**These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.**

**ARTICLE 1  
SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

**ARTICLE 2  
SPECIFICATIONS**

**PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

**ARTICLE 3  
LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

### ARTICLE 4

#### MOST FAVORABLE PUBLIC ENTITY PRICING

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

### ARTICLE 5

#### NON-ENDORSEMENT ADVERTISING

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

### ARTICLE 6

#### ADDITIONAL GOODS AND SERVICES REQUIRED

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

### ARTICLE 7

#### DISPOSAL OF RESIDUAL WASTE

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

### ARTICLE 8

#### LICENSES AND PERMITS

CONTRACTOR is required to have at least a California Contractor's License.

### ARTICLE 9

#### TERM OF CONTRACT

The resulting as-needed contract will be a three (3) year contract.

### ARTICLE 10

#### CONTRACT ANNUAL CEILING AMOUNT

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

### **ARTICLE 11** **TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

### **ARTICLE 12** **SUBCONTRACT APPROVAL**

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

#### **12.1 SUBLETTING AND SUBCONTRACTORS**

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
  2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
    - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**EXHIBIT A**

- B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
5. All requests for approval of Subcontractors must contain the following information:
- A. Project Name
  - B. Project Work Order Number
  - C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.

9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (½) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

### 12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
- When the listed Subcontractor becomes bankrupt or insolvent.
- When the listed Subcontractor fails or refuses to perform its subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
- When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
- When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
- When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

- When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### 12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

### 12.4 PENALTIES

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



## EXHIBIT A

and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

### 12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

### **ARTICLE 13** **PRIOR NOTICE OF IMPENDING LABOR DISPUTE**

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

### **ARTICLE 14** **PERFORMANCE BOND**

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

#### **14.1 PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **EXHIBIT A**

Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

### **ARTICLE 15 WARRANTY**

The CONTRACTOR warrants that the services provided hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

### **ARTICLE 16 PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**EXHIBIT A**

**ARTICLE 17**  
**REPRESENTATIVES FOR THE PARTIES**  
**CONTRACTOR'S REPRESENTATIVE**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Emergency/Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**PERSON TO CONTACT FOR PRODUCTION SERVICES:**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Emergency/Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**CITY'S REPRESENTATIVE**

Robert Feld  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 180  
Los Angeles, California, 90012

Phone: (213) 202-5621

E-mail: [robert.feld@lacity.org](mailto:robert.feld@lacity.org)

and

Jimmy Newsom  
Department of Recreation and Parks  
Contracts, Finance Division  
6335 Woodley Ave.  
Van Nuys, CA 91406

Phone: (818) 756-9294

Fax # (818) 908-9786 (Cover sheet required)

E-mail: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

**EXHIBIT A**

**ARTICLE 18**  
**CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

**ARTICLE 19**  
**INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR 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 the CONTRACTOR.

**ARTICLE 20**  
**OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

**ARTICLE 21**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause.

**ARTICLE 22**  
**SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

**ARTICLE 23**  
**FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

be due to causes beyond the CONTRACTOR's or 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 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 24** **SEVERABILITY**

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

### **ARTICLE 25** **GOVERNING LAW**

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. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

### **ARTICLE 26** **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

### **ARTICLE 27** **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf), The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

### 27.1 Indemnification

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all 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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

### 27.2 Insurance

#### 27.2.1 General Conditions

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles-Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

## ARTICLE 28

### CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement within Exhibit C incorporated herein by this reference.

## ARTICLE 29

### CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

Certification of Compliance with Child Support Obligations that is attached within Exhibit C and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR 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 30

#### SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

##### **“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO 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. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, 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 (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
  - a. Retention by a successor CONTRACTOR/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 CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
  - b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
    - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, “City financial

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**EXHIBIT A**

- assistance recipient” means any person that receives from the City, in any twelve (12) month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
- ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
  - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT’S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  - e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer’s compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
  - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the “General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance.”
  - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated Administrative Agency, which may be amended from time to time.
2. 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 CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
  3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



## **EXHIBIT A**

circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

### **4. Earned Income Tax Credit**

This Contract is subject to the provisions of Section 10.37.4 of the 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.

### **Grant Funded Applications**

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

## **ARTICLE 31**

### **AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American 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 that is attached hereto within Exhibit C and incorporated herein by this reference.

## **ARTICLE 32**

### **EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on Page 54 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

### ARTICLE 33 CONFLICT OF INTEREST

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

### ARTICLE 34 CLEAN AIR/CLEAN WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

### ARTICLE 35 ORDER OF PRECEDENCE

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

### ARTICLE 36 SAFETY REQUIREMENTS

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

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**ARTICLE 37**  
**ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**  
Form Gen 133 (Rev. 05/12)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

EXHIBIT B

CITY OF LOS ANGELES

Form Gen 133 (Rev. 05/12)

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance 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 site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, insurance 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. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT B

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
2. Professional Liability insurance.  
  
Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.
3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through Track4LA® at <http://track4la.lacity.org>.
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 the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **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 your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when 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 requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **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. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **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. The Waiver of Subrogation waives the insurer's right to recover (from

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**EXHIBIT B**

the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.

9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverage** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Form Gen 1-6 (Rev. 3/09)

### Required Insurance and Minimum Limits

Name: RFQ - Heating, Ventilation, and Air Conditioning Construction, Retrofit, Maintenance, and/or Repairs Date: 06/09/2017

Agreement Reference: \_\_\_\_\_  
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits				
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">WC <u>Separators</u></td> </tr> <tr> <td></td> <td style="text-align: right;">EL <u>\$1,000,000</u></td> </tr> </table>		WC <u>Separators</u>		EL <u>\$1,000,000</u>
	WC <u>Separators</u>				
	EL <u>\$1,000,000</u>				
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 100px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 100px;"><input type="checkbox"/> Jones Act</span>					
<input checked="" type="checkbox"/> General Liability <u>with \$2,000,000 aggregate; City of Los Angeles must be named as an Additional Insured</u>	<u>\$1,000,000</u>				
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 100px;"><input type="checkbox"/> Sexual Misconduct _____</span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____					
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>				
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>				
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>					
_____ Property Insurance (to cover replacement cost of building - as determined by insurance company)					
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 100px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 100px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 100px;"><input type="checkbox"/> _____</span>					
_____ Pollution Liability <input type="checkbox"/> _____					
_____ Surety Bond: - Performance and Payment (Labor and Materials) Bonds:	100% of the contract price				
_____ Crime Insurance					
Other: <u>1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a></u> <u>2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.</u>					

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## EXHIBIT C

# COMPLIANCE DOCUMENTS

## REQUEST FOR QUALIFICATIONS

Los Angeles Department of Recreation and Parks  
Contracts Unit  
221 N. Figueroa St. Suite 180  
Los Angeles, CA 90012  
Telephone: (213) 202-2678  
Fax: (213) 202-3214  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

January 2017

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**





CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

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**REQUEST FOR QUALIFICATIONS**  
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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

- V Slavery Disclosure Affidavit \_\_\_\_\_
- W Equal Benefits Ordinance Statement/First Source Hiring Ordinance  
Compliance Affidavit \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION I

### Compliance Documents to be submitted by All Respondents

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

**Signatures:**

Individual: (e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership: At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We,

\_\_\_\_\_ being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_ (Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of \_\_\_\_\_

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month/Year)

\_\_\_\_\_  
(Date)

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION B**

**DISPOSITION OF PROPOSALS**

All Responses submitted in response to the RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

**Signatures:**

The person signing must be authorized to bind the Respondent.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

### DISPOSITION OF PROPOSALS

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

\_\_\_\_\_  
Signature of person authorized to bind proposer

\_\_\_\_\_  
Date

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION C**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**CITY OF LOS ANGELES  
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT  
OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_  
will:

Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business 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 subcontractors and that 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:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Office or Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_cro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm)

**INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE  
(Los Angeles Administrative Code Section 10.40 et seq.)**

**1. What is the Contractor Responsibility Ordinance?**

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

**2. When was the Ordinance adopted?**

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Contractor Responsibility Ordinance Summary Q&A (Rev. 06/04)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**19. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**

**In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.**

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within thirty (30) days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

---

City Department/Division Awarding Contract	City Contact Person	Phone
--	---------------------	-------

---

City Bid or Contract Number and Project Title (if applicable)	Bid Date
---	----------

**BIDDER/CONTRACTOR INFORMATION**

---

Bidder/Proposer Business Name	Contractor's License Number
-------------------------------	-----------------------------

---

Street Address	City	State	Zip
----------------	------	-------	-----

---

Contact Person, Title	Phone	Fax
-----------------------	-------	-----





**Partnership:** Date formed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes       No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns fifty percent (50%) or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five (5) years?

Yes       No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes       No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five (5) years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes       No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied bonding?

Yes       No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five (5) years, the debtor in a bankruptcy case?

Yes       No

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes       No

If Yes, explain the circumstances on Attachment B.

**E. INSURANCE**

8. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes       No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

**Workers' Compensation Insurance Policy Currently in Effect**

**Legally Self-Insured**

**No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three (3) years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: \_\_\_ EMR-1: \_\_\_ YR 2: \_\_\_ EMR-2: \_\_\_ YR. 3: \_\_\_ EMR-3: \_\_\_

11. Within the past five (5) years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes       No

If yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.

13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes       No

If, **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last ten (10) years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

Check the box if you have not had any similar contracts in the last five (5) years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

#### **G. DISPUTES**

18. In the past five (5) years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

- (a) Payment to subcontractors?

Yes       No

- (b) Work performance on a contract?

Yes       No

- (c) Employment-related litigation brought by an employee?

Yes       No

19. Does your firm have any outstanding judgments pending against it?

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

20. In the past five (5) years, has your firm been assessed liquidated damages on a contract?

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

#### H. COMPLIANCE

21. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last three (3) years.

**I. BUSINESS INTEGRITY**

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

**Yes**       **No**

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

**Yes**       **No**

- (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

**Yes**       **No**

26. In the past five (5) years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**       **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

---

Print Name, Title

Signature

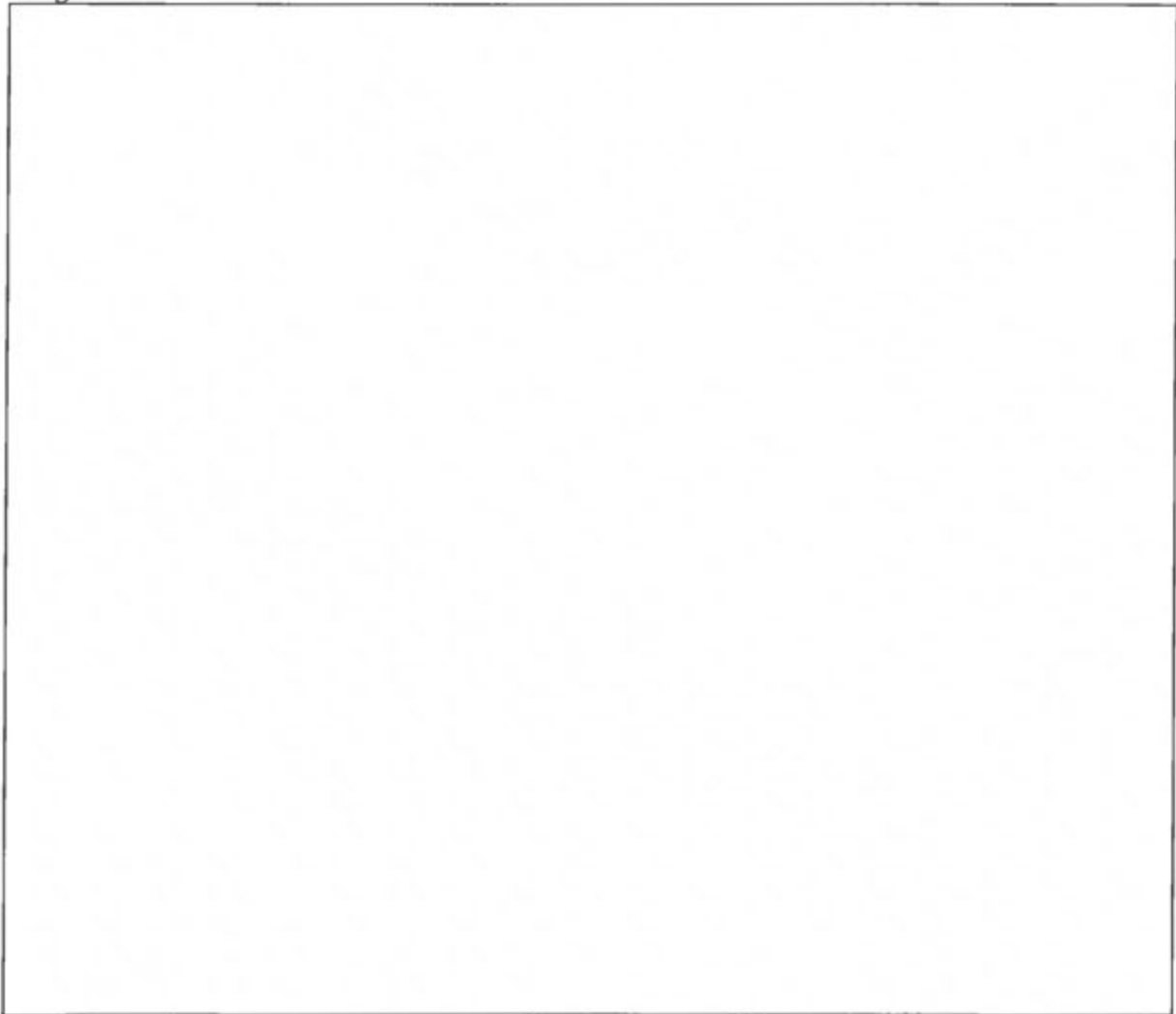
Date



**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page**



**ATTACHMENT B FOR SECTIONS D THROUGH I**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page**

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21**

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration

**STATE ENTITIES**

- occupational safety and health standards
- workers' compensation self-insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice**

**LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION E**  
**CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

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 CONTRACTOR/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 CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/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 CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, 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 subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY  
ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three (3) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty (30) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

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Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department  
Number

Contract

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION F**  
**LIVING WAGE ORDINANCE AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if **no** exemptions are claimed, mark “**NOT APPLICABLE**” or “**N/A**” on the forms, and submit them with the response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**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 at least 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 wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$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 Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) 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 is 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?**

Intentionally left blank 8/18/06

**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?**

The employee can submit a complaint to the Office Contract Compliance 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 three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) 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 Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- 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 Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:**  
Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
  - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
  - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Form OCC/LW-10 (Rev. 6/09) 1

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

**3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:
  - (1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.

Form OCC/LW-10 (Rev. 6/09)

2

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
  - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
  - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)).  
REQUIRES COUNCIL APPROVAL.

**LWO –DEPARTMENTAL EXEMPTION APPLICATION**  
EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the **AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_  
 4. Type of Service Provided: \_\_\_\_\_

**EXEMPTION INFORMATION:**

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>• A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>• The exemption is valid for all employees except Child Care Workers.</li> <li>• Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>• Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>• This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>2. ANSWER the following questions:                      A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____                      B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____                      C. MULTIPLY B by 8: \$ _____</li> <li>3. Based on Question 2 above, is A less than C?  <input type="checkbox"/> YES <input type="checkbox"/> NO                      If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form \_\_\_\_\_ Signature of Person Completing This Form \_\_\_\_\_  
 Title \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_  
 Approved / Not Approved – Reason: \_\_\_\_\_  
 By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

## LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____
	Date _____
<b>ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.</b>	
AWARDDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved - Reason: _____	
By OCC Analyst: _____	Date: _____



**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION**  
**ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**CITY OF LOS ANGELES**  
**BUSINESS INCLUSION PROGRAM (BIP) FOR A**  
**REQUEST FOR QUALIFICATIONS (RFQ)**

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) sub-consultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFQ
WBE Participation:	See RFQ
SBE Participation:	See RFQ
EBE Participation:	See RFQ
DVBE Participation:	See RFQ

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**DEPARTMENT OF PUBLIC WORKS' POLICY  
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR  
QUALIFICATIONS (RFQ)**

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**B. DEFINITIONS**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

- a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
- b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00).
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran

Rev. 12/30/12 (Public Works RFQ – BAVN BIP)

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
- b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least ten (10%) or more, and the veteran must reside in California.
8. Certification must be current on the date the task work order for the project is assigned if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance 1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://bca.lacity.org/>
  - b. CalTrans  
State of California, Department of Transportation, Civil Rights Group 1823 14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
  - c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
  - d. Southern California Minority Supplier Development Council, Inc.  
(for a fee) 800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 FAX: (213) 689-1707  
Internet address: <http://www.scmsdc.org>
9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential sub-consultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of sub-consulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

10. **Subcontract:** For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. **Sub-consultant:** An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a sub-consultant may also be referred to as a subcontractor.
12. **Vendor and/or supplier:** A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. **Broker:** A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through sub-consulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

excessive, as compared with fees customarily allowed for similar services.

- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a sub-consultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

**C. BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFQ response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).
3. If you are not contacted within fifteen (15) minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

*Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.*

1	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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The respondent has performed a BIP Outreach in an attempt to obtain potential sub-consultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the sub-consulting expectations for the project.

2	<b>ATTENDED PRE-SUBMITTAL MEETING</b>
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

**Required Documentation:** An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Note:** If the RFQ states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

<b>3</b>	<b>SUFFICIENT WORK IDENTIFIED FOR SUB-CONSULTANTS</b>
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by sub-consultants. This will ensure an opportunity for sub-consultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE sub-consultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential sub-consulting work items may result in the RFQ response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

<b>4</b>	<b>WRITTEN NOTICES TO SUB-CONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for sub-consulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential sub-consultants currently registered on the BAVN. If the respondent is aware of a potential sub-consultant that is not currently registered on the BAVN, it is the respondent's responsibility to encourage the potential sub-consultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be sub-consulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential sub-consultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE sub-consultants that need to be notified for each work area.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

# of Sub-consultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFQ response being deemed non-responsive.

**Note:** Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential sub-consultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The respondent provided interested potential sub-consultants with information about the availability of project scope, services requested, and other requirements for the anticipated sub-consulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential sub-consultants. The notification must be performed using the BAVN’s BIP Outreach system.

**Note:** For purposes of RFQs, making a copy of the RFQ available to potential sub-consultants will meet this requirement. At the time a respondent utilizes the BAVN’s BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN’s Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

6

NEGOTIATED IN GOOD FAITH

The respondent has responded to every unsolicited offer sent by a registered sub-consultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered sub-consultant, as determined by the Board. The respondent must submit a list of all sub-consultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the sub-consultant using BAVN.

**Required Documentation:**

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultants;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) the responses and/or bids received;
  - 2) the name of the sub-consultant who submitted the bid/quote;
  - 3) a brief reason given for selection/non-selection as a sub-consultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the sub-consultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each sub-consultant listed on the online Summary Sheet, including those listed on the respondent's Schedule

**A. All potential sub-consultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

**Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential sub-consultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential sub-consultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the sub-consultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>
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Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential sub-consultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

**D. AWARD OF CONTRACT**

The Board reserves the right to reject any and all RFQ responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE sub-consultants' participation was made is a condition for eligibility for award of the contract.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

**E. SUB-CONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential sub-consultants, the following shall apply for the purpose of this Program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all sub-consultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) sub-consultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the sub-consultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultant Substitution:** The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) sub-consultant, the Consultant must make a BIP Outreach to replace the sub-consultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/sub-consulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



- b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
  - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/sub-consultant will result in sanctions set forth in provisions pertaining to listing of sub-consultants.

**G. SUBMITTAL DOCUMENTS**

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultants (Schedule A)

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential sub-consultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit sub-consultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Sub-consultant Substitutions" of this document.

2. Task Work Order List of Sub-consultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Sub-consultants (Schedule B). The Schedule B is

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

required prior to commencement of work. The consultant is committing itself to utilizing the sub-consultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the sub-consultants listed on the Schedule B will be from the pool of potential sub-consultants listed on the Schedule A. If the consultant needs to list sub-consultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultants (Schedule A)" for additional details on the process for adding sub-consultants to their Schedule A.

3. **MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)**

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. **Final Sub-consulting Report (Schedule D)**

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Sub-consulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**Schedule A**  
**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUB-CONSULTANTS**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,  
SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these sub-consultants before responding to a specific project/individual Task Work Order under the Request for Qualifications for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST BE SUBMITTED WITH THE RFQ RESPONSE**

Rev. 12/30/12 (Public Works RFQ - BAVN)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION H**  
**MUNICIPAL LOBBYING ORDINANCE (MLO)**


The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

 <p>City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 976-1960</p>	<h2 style="text-align: center;">Bidder Certification CEC Form 50</h2>
<p><i>This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.</i></p>	
<p><input type="checkbox"/> Original filing    <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)</p>	
Bid/Contract/SAVN Number:	Awarding Authority (Department):
Name of Bidder:	Phone:
Address:	
Email:	
<b>CERTIFICATION</b>	
I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:	
A. I am a person or entity that is applying for a contract with the City of Los Angeles.	
B. The contract for which I am applying is an agreement for one of the following:	
1. The performance of work or service to the City or the public;	
2. The provision of goods, equipment, materials, or supplies;	
3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or	
4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):	
a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:	
i. Are provided on premises that are visited frequently by substantial numbers of the public; or	
ii. Could be provided by City employees if the awarding authority had the resources; or	
iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.	
b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(j)(b).	
C. The value and duration of the contract for which I am applying is one of the following:	
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;	
2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or	
3. For construction contracts, public leases, or licenses—any value and duration.	
D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.	
I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.	
Date: _____	Signature: _____
	Name: _____
	Title: _____

Revised February 2014

Los Angeles Municipal Code § 48.06(h)

1 of 1

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Los Angeles Administrative Code § 10.60.1

- (ii) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION I**  
**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

**INSTRUCTIONS:**

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization: \_\_\_\_\_

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The

City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

REV 11/07/08

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**SECTION J**

**REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT**

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10<sup>th</sup> of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

---

Contractor or Name of Company

---

By: (Signature) Date

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION K**


**COMPLIANCE WITH LOS ANGELES CITY  
CHARTER SECTION 470(c)(12) (MEASURE H)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSTRUCTIONS:**

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.		
<input type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Reference Number (bid or contract number, if applicable):	Date Bid Submitted:	
Description of Contract (title of RFP and services to be provided):		
City Department Awarding the Contract:		
<b>BIDDER INFORMATION</b>		
Name: _____		
Address: _____		
Email: _____		Phone: _____
<b>SCHEDULE SUMMARY</b>		
Please complete all three of the following:		
1. SCHEDULE A — Bidder's Principals (check one)		
<input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).		
<input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.		
2. SCHEDULE B — Subcontractors and Their Principals (check one)		
<input type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).		
<input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.		
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____		
<b>BIDDER'S CERTIFICATION</b>		
I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.		
Date: _____	Signature: _____	
	Name: _____	
	Title: _____	

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<b>Prohibited Contributors (Bidders) Form 55</b>
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**SCHEDULE A — BIDDER'S PRINCIPALS**

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
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Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2>Prohibited Contributors (Bidders) Form 55</h2>
<b>SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS</b>		
<i>Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.</i>		
Subcontractor: _____		
Address: _____		
<i>Check one of the following:</i>		
<input type="checkbox"/> The subcontractor listed above is an individual and has no other principals.		
<input type="checkbox"/> The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.		
<input type="checkbox"/> Check this box if additional Schedule B pages are attached.		
Name: _____ Title: _____		
Address: _____		
Name: _____ Title: _____		
Address: _____		
Name: _____ Title: _____		
Address: _____		
Name: _____ Title: _____		
Address: _____		
Name: _____ Title: _____		
Address: _____		
Name: _____ Title: _____		
Address: _____		
Name: _____ Title: _____		
Address: _____		
Name: _____ Title: _____		
Address: _____		

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION L**

**NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four [4] pages) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## CITY OF LOS ANGELES

### **NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

#### **I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### **II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor 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.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

3. The contractor 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. 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, the contractor 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. The contractor 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 the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor 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 the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the 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 failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor 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, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

awarding authority of the City to accomplish the contract compliance program.

- 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, the contractor 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-apprentice occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors 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 subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Equal Employment Practices Provisions Certification –**

**The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

---

COMPANY NAME

---

AUTHORIZED SIGNATURE

---

ADDRESS

---

NAME AND TITLE (TYPE OR PRINT)

---

CITY, COUNTY, STATE, ZIP

---

TELEPHONE/E-MAIL

Form OCC/ND-EEP-1 (7/11)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION M**  
**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration **(must be signed in two [2] places)** may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

### **CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. 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, work place 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 STATED CHILD CARE POLICIES  
SHALL RECEIVE PREFERENCE IN CONTRACTING 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. Request 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.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

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 twelve [12] to three hundred [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 an employer which thus subsidizes 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 (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) 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 BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the 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 A 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 SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

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 services.

**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 costs 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 basis.

**L. START-UP CONTRIBUTIONS TO A CONSORTIUM 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**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

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.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**CITY OF LOS ANGELES  
VENDOR CHILD CARE POLICY  
PROGRAM CHILD CARE DECLARATION  
STATEMENT**

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

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

<b>Part One</b>		YES	NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? If YES, please attach a copy	<input type="checkbox"/>		<input type="checkbox"/>
<b>Part Two</b>			
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE? If YES, please check which form(s) of assistance	<input type="checkbox"/>		<input type="checkbox"/>
Level I Assistance			
Subsidized company child care center	<input type="checkbox"/>		<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>		<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>		<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>		<input type="checkbox"/>
Paid paternal leave	<input type="checkbox"/>		<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>		<input type="checkbox"/>
Level II Assistance			
Salary set aside/flexible spending account funded with employee salary dolls/Section 125	<input type="checkbox"/>		<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>		<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>		<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>		<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>		<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>		<input type="checkbox"/>
Level III Assistance			
Flexible work hours	<input type="checkbox"/>		<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>		<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>		<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>		<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>		<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>		<input type="checkbox"/>
Other (Describe): _____			

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

**I HAVE READ AND COMPLETED:**

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

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

Do not write in this space

Date  
Filed:

\_\_\_\_\_  
Expiration  
Date:

\_\_\_\_\_  
50-184 (11/89)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

**SECTION N**

**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 One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE (1)** of the options shown below.

### OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>	<i>BTRC(or/w/a)</i>
<i>By (Authorized Signature)</i>	
<i>Print Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>City Approval(Signature)</i> <span style="float: right;"><i>(Print Name)</i></span>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>	<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>	
<i>Print Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>City Appr oval (Signature)</i> <span style="float: right;"><i>(Print Name)</i></span>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION O**

**AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

**INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**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 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

### Compliance Documents to be submitted by Selected Proposer

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**SECTION P**

**BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

**INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
 OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City Of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name: \_\_\_\_\_

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS		
						-						

**New Format:**

ACCOUNT NUMBER													FUND		CLASS			

State effective dates here: \_\_\_\_\_ to \_\_\_\_\_

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Explanation

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BTRC Rev. 04/07

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION Q**  
**AFFIRMATIVE ACTION PLAN**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

Respondents are advised that any contract awarded pursuant to this process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

**INSTRUCTIONS:**

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION R**  
**CITY-APPROVED PROOF OF INSURANCE**

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

**INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION 5**

**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

**INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION T**

**FORM W-9**

**REQUEST FOR TAXPAYER**

**IDENTIFICATION NUMBER (TIN) AND**

**CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION U**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION  
ORDINANCE ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM  
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
2. Company Address: \_\_\_\_\_  
3. Awarding Department: \_\_\_\_\_  
4. Project Name: \_\_\_\_\_

**IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.**

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits of \$1.25 per hour, or \$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information 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 (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- 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.
- **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 (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
2. Company Address: \_\_\_\_\_  
3. Type of Service Provided by Subcontractor to Prime: \_\_\_\_\_

4. Amount of Subcontract: \_\_\_\_\_ Subcontract Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing This Form: \_\_\_\_\_ Signature of Person Completing This Form: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_



**LWO – EMPLOYEE INFORMATION FORM**  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information 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 (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- 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 (Regulation #4).

**TO BE FILLED OUT BY THE CONTRACTOR:**

<p>1. Company Name: _____</p> <p>2. STATE the number of employees working ON THIS CITY CONTRACT: _____</p> <p>3. ATTACH a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.</p> <p>4. INDICATE (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.</p> <p>5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?      Yes      No      If YES:</p> <p style="padding-left: 20px;">5a. SUBMIT a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.</p> <p style="padding-left: 20px;">5b. STATE how much, if any, employees pay for co-premiums: \$ _____</p> <p>6. SUBMIT a copy of your company's current PAID time off policy for the employees working on the City contract.</p> <p>7. SUBMIT a copy of your company's current UNPAID time off policy for the employees working on the City contract.</p> <p><b>FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.</b></p> <p>I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">_____</td> <td style="width: 50%; border: none;">_____</td> </tr> <tr> <td style="border: none;">Print Name of Person Completing This Form</td> <td style="border: none;">Signature of Person Completing This Form</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">Title</td> <td style="border: none;">Date</td> </tr> </table>			_____	_____	Print Name of Person Completing This Form	Signature of Person Completing This Form	_____	_____	Title	Date
_____	_____									
Print Name of Person Completing This Form	Signature of Person Completing This Form									
_____	_____									
Title	Date									

**AWARDING DEPARTMENT USE ONLY:**

Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**LWO – SUBCONTRACTOR INFORMATION FORM**  
**REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO**

RFQ EXHIBIT C

This form must be submitted to the AWARDED DEPARTMENT within **30 DAYS** of contract execution.  
**INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION	
1) Company Name: _____	Contact Person: _____ Phone Number: _____
2) Do you have subcontractors working on this City contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.	
If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: _____	
b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.	

SECTION II: SUBCONTRACTOR INFORMATION									
PART A				PART B					
				CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III.					
				I JOL (10)?	II Coe- Person Contract	III CBA?	IV Domestic Limited	V Small Business?	VI Gov. entity?
1. Subcontractor Name: _____				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contact Person: _____ Phone#: _____									
3. Address: _____									
4. Purpose of Subcontract: _____									
5. Amount of Subcontract: \$ _____									
6. Term: Start Date ____/____/____ End Date ____/____/____									
7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/>									
8. Is the length of the subcontract over three (3) months? Yes <input type="checkbox"/> No <input type="checkbox"/>									
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.									
If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.									
1. Subcontractor Name: _____				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contact Person: _____ Phone#: _____									
3. Address: _____									
4. Purpose of Subcontract: _____									
5. Amount of Subcontract: \$ _____									
6. Term: Start Date ____/____/____ End Date ____/____/____									
7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/>									
8. Is the length of the subcontract over three (3) months? Yes <input type="checkbox"/> No <input type="checkbox"/>									
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.									
If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.									
1. Subcontractor Name: _____				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contact Person: _____ Phone#: _____									
3. Address: _____									
4. Purpose of Subcontract: _____									
5. Amount of Subcontract: \$ _____									
6. Term: Start Date ____/____/____ End Date ____/____/____									
7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/>									
8. Is the length of the subcontract over three (3) months? Yes <input type="checkbox"/> No <input type="checkbox"/>									
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.									
If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.									

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

SECTION II: SUBCONTRACTOR INFORMATION (continued)						
PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.						
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED					
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm">http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm</a>					
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm">http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm</a>					
Small Business	LW 20 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm">http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm</a>					
Governmental Entity	NONE REQUIRED.					
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form	LW 6 - <a href="http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm">http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm</a>					
2) Subcontractor Information Form	LW 18 - <a href="http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm">http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm</a>					
3) Subcontractor Declaration of Compliance Form (retain)	LW 5 - <a href="http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm">http://bca.lacity.org/index.cfm?nav=ee&amp;nav_body=div_000_000_forms.cfm</a>					
SECTION V: SIGNATURE						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
AWARDING DEPARTMENT USE ONLY:						
Dept: _____ Dept Contact: _____			Contact Phone: _____ Contract #: _____			

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM**

- <sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
  - (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than eight (8) times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement
- <sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.
- <sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.
- (A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.
- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.

- (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

**4 Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

**5 Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

- (i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

- (ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.
- (iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

- 6 **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**LWO – OCC SMALL BUSINESS EXEMPTION  
APPLICATION  
EXEMPTION THAT REQUIRES OCC APPROVAL**

RFQ EXHIBIT C

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDEING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor?    Yes    No    If YES, state the name of your Prime Contractor: _____ <input type="checkbox"/> <input type="checkbox"/>	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises).	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only.	
SECTION I: BUSINESS INFORMATION	
CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:	
<input type="checkbox"/> PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for <u>all</u> of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.
If you DID NOT check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY boxes in PART A, continue to Section II.	
SECTION II: EMPLOYEE INFORMATION	
CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D.	
<input type="checkbox"/> PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR Payrolls for the nine (9) months you would like to have reviewed.
If you DID NOT check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY box in PART C, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.	
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____
	Date _____
<b>ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.</b>	
AWARDEING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved/Not Approved - Reason: _____	
By OCC Analyst: _____	Date: _____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**





**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

**7. If 6c is NO, then this contract IS NOT ELIGIBLE FOR AN EXEMPTION. If 6c is YES, SIGN and ATTACH this form to LW-26A.**

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

Form OCC/LW-26B, Rev. 06/08

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION V**  
**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

SDO COMPLIANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON LABAVN ( www.labavn.org ) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, Jon Doe am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>10786</u> BAYN Company Id	<u>ENVTM</u>		
<u>J and Y Inc - JTA TEST COMPANY</u> Company Name			
<u>1234 N Main St</u> Street Address	<u>Los Angeles</u> City	<u>AL</u> State	<u>70012</u> Zip
<u>2135551888</u> Phone	<u>test@email.com</u> Email		

3. The company came into existence in 2016 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jon Doe, the requestor for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

<u>Jon Doe</u> Signature	<u>29 July, 2016</u> Date
-----------------------------	------------------------------

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

BAVN-SDO (05/2016)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**SECTION W**

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/  
FIRST SOURCE HIRING ORDINANCE**

**Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

### First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>. The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

#### INSTRUCTIONS:

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

EBO/FSHO COMPLIANCE

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: [bca.eeoa@lacity.org](mailto:bca.eeoa@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

BAVN Company Id: 10786 EIN/TIN: \_\_\_\_\_  
Company Name: J and Y Inc - ITA TEST COMPANY  
Company Address: 1234 N Main St  
City: Los Angeles State: AL Zip: 70012  
Contact Person: Jon Doe Phone: 2135551888 E-mail: test@gmail.com  
Approximate Number of Employees in the United States: 10  
Approximate Number of Employees in the City of Los Angeles: 3

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract, and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of 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 Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: 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.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:  
HVAC Construction, Retrofit, Maintenance and/or Repairs**

..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

**DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:<sup>1</sup>

Jon Doe

26 July, 2016

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.



**BOARD REPORT**

NO. 17-180

DATE: August 9, 2017

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES – REQUEST FOR QUALIFICATIONS

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	*N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1) Approve a proposed Request for Qualifications (RFQ), herein included as Attachment 1, for environmental impact analysis and special studies, for a three-year contract, in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year per contract awarded, subject to the review and approval of the City Attorney as to form;
- 2) Direct the Board Secretary to transmit the RFQ to the City Attorney for review and approval as to form; and,
- 3) Authorize staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

SUMMARY

The Department of Recreation and Parks (RAP) is in need of environmental impact analysis and special studies services that staff cannot provide, therefore one or more environmental impact analysis and special studies service contracts are required. Currently, RAP has contracts in place that are set to expire April 2, 2018, to perform environmental impact analysis and special studies as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Most of RAP proposed projects, which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment, are subject to the provisions of CEQA, unless an exemption applies.

These contracts will provide RAP with environmental impact analysis expertise and resources that otherwise cannot be performed by City staff, such as the preparation and processing of legally adequate Initial Studies (ISs), Negative Declarations (NDs), Mitigated Negative Declarations (MNDs), and Environmental Impact Reports (EIRs) in accordance with City and State CEQA Guidelines and the LA CEQA Thresholds Guide. They will also provide for the

## BOARD REPORT

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preparation and processing of legally adequate Environmental Assessments, Findings of No Significant Impact (FONSI)/Mitigated FONSI and Environmental Impact Statements (EISs) in accordance with the Council on Environmental Quality Regulations for Implementing NEPA (40 CFR 1500) and Federal Agency NEPA Procedures, including ACOE (33 CFR 230); HUD (24 CFR PART 58); USFS (36 CFR 220); and, FHWA (23 CFR 771) as implemented by CalTrans (23 CFR 773 §6004-6005).

The scope of these contracts will include, but is not limited to the preparation and processing of CEQA Initial Studies (IS), Negative Declarations/Mitigated Negative Declarations (ND/MNDs), Environmental Impact Reports (EIRs) and the preparation and processing of FONSI/Mitigated FONSI, EIS, in accordance with the Council on Environmental Quality Regulations for Implementing NEPA.

RAP staff has developed and is now ready to release, at the direction of the Board, a RFQ which will be advertised per Mayor's Executive Directive No. 14 (Villaraigosa Series) which states, "...every Department will utilize the Los Angeles Business Assistance Virtual Network (BAVN) as the exclusive means for posting all opportunities for RFQ's...." A secondary referral of the RFQ being open will be placed on RAP's website directing potential responders to BAVN. In addition, direct communications inviting participation and bids will be made to a list of interested parties from a list maintained by RAP. The Environmental Section of the Planning, Maintenance and Construction Branch, which oversees the RAP's construction and maintenance projects, has reviewed and provided input on the RFQ.

A mandatory pre-qualification conference will be held approximately three weeks after the release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14 (Villaraigosa Series), and the Board's policy. A second non-mandatory technical review meeting will be held following to provide direct interaction with potential responders seeking assistance.

### Evaluation Process

Responses will be evaluated in two levels. Level I will be a review by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of the contract. If a responder's minimum qualification cannot be verified by staff, the responder will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all required compliance and submittal documents as required per City Ordinance. The responder must successfully pass Level I before staff will proceed to Level II.

If any of the responders are successful in meeting the City's minimum qualifications requirements, then a recommendation will be made to the Board for award of contracts to them. In the interest of maintaining a competitive environment and maximizing the City's contracting options, staff may choose to recommend awarding a contract to multiple vendors. If multiple vendors are awarded this contract, they will have the opportunity to submit a competitive quote

## BOARD REPORT

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for each project issued by RAP's Planning, Maintenance and Construction Branch, within the terms of this contract.

The selected responders will be recommended to the Board for a three-year contract, in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year, per contract. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The environmental impact analysis and special studies services that RAP will be requesting shall be on an as-needed basis. The RAP, in entering into a contract, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for projects will be provided from various funding sources.

### FISCAL IMPACT STATEMENT

Releasing the Request for Qualifications has no fiscal impact on the RAP's General Fund.

This Report was prepared by Gino Ogtong, Management Analyst II and reviewed by Robert Feld, Senior Management Analyst I, Finance Division.

### LIST OF ATTACHMENTS

- 1) Request for Qualifications (RFQ) for Environmental Impact Analysis and Special Studies

# REQUEST FOR QUALIFICATIONS

## ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES



### City of Los Angeles Department of Recreation and Parks

Figueroa Plaza  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

**Mandatory Pre-Qualification Conference: 9:00 a.m., TBD**  
**Non-Mandatory Technical Review Meeting: 9:30 a.m., TBD**  
**Submission Deadline: 3:00 p.m., TBD**

#### RESPONDENT'S CONTACT INFORMATION

*Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed*

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Contractor's (or Other Professional) License No.:** \_\_\_\_\_

**Business Tax Registration Certificate (BTRC) No.:** \_\_\_\_\_

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**ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES**  
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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**REQUEST FOR QUALIFICATIONS FOR  
ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES**

TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:  
SEVEN MILLION DOLLARS (\$7,000,000.00) AMOUNT OF CONTRACT  
PER YEAR, PER CONTRACTOR, PER CONTRACT

**IMPORTANT INFORMATION**

**MINIMUM LICENSE REQUIREMENTS:**

Not Applicable

**MANDATORY PRE-QUALIFICATION MEETING:**

A **Mandatory** pre-qualification meeting will be conducted on **TBD** at 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than **3:00 p.m. on TBD**.

Two (2) complete, Request for Qualifications (RFQ) documents (including addenda), at least one must be unbound, both with original initials/signatures and required forms, attachments and documentation must be submitted. In addition, a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

RFQ for ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES –  
RESPONSE ENCLOSED

With the Name and Address of Firm responding.

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa Street, Suite 300  
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## RESPONDENT'S CHECKLIST

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

ITEM DESCRIPTION	INITIALS
<p><b>COMPLETED, SIGNED ORIGINALS</b> The Response consists of <b>two (2) originals</b>, each set containing original initials and signatures, the complete RFQ documents, plus all addenda, with no missing pages, and all required forms and attachments.</p> <p>In addition, a <u>scanned PDF electronic copy</u> has been included with the Response.</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p>	<hr/> <hr/> <hr/> <hr/>
<p><b>RIGHT TO REJECT RESPONSES</b> In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."</p>	<hr/>
<p><b>EXAMINATION OF RESPONDENT'S QUALIFICATIONS</b> Respondent acknowledges that the Department of Recreation and Parks Finance Division will examine the Response and determine the acceptability of each Respondent's qualifications for this RFQ. The Department of Recreation and Parks reserves the right to use outside evaluation panels if necessary.</p>	<hr/>
<p><b>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS</b> Respondent has completed all requests for information and answered all questions.</p>	<hr/>
<p><b>NON-COLLUSION AFFIDAVIT</b> Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see <b>Exhibit C</b>)</p>	<hr/>
<p><b>MUNICIPAL LOBBYING ORDINANCE</b> Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See <b>Exhibit C</b>)</p>	<hr/>
<p><b>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS</b> Respondent has fully read and understood the "Introduction, Respondent's Instructions and Submittals" section of this RFQ.</p>	<hr/>
<p><b>COMPLIANCE DOCUMENT PACKET</b> Respondent has completed the checklist and all required items in the Compliance Document Packet attached in <b>Exhibit C</b>. <b>VERY IMPORTANT – FAILURE TO COMPLETE AND SIGN ALL FORMS IN SECTION I OF EXHIBIT C WILL RENDER YOUR RESPONSE NON-RESPONSIVE.</b></p>	<hr/>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

ITEM DESCRIPTION	INITIALS
<b>FORMS A – H INDEX</b>	
FORM A: CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET(S) Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary.	_____
FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S) Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary.	_____
FORM C: PROJECT QUALIFICATION FORM(S) Respondent read, signed and submitted one completed form for each qualifying project.	_____
FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED) Respondent has read, signed, and submitted the Information Release Form.	_____
FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED) Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark "Not Applicable."	_____
FORM F: APPLICANT'S DECLARATION OF SELF-INSURANCE Complete and sign form or mark "Not Applicable."	_____
FORM G: OUT-OF-STATE BIDDERS Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter "Not Applicable."	_____
FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter "Not Applicable."	_____
<b>EXHIBITS A-C INDEX</b>	
EXHIBIT A: SPECIFICATIONS & PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES. Respondent has read all sections of the "Specifications and Proposed As-Needed Contract Language", and filled out contact information in Article 17 (in Exhibit A).	_____
EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive.	_____
EXHIBIT C: COMPLIANCE DOCUMENT PACKET See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. <b>ALL FORMS IN SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE.</b>	_____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



NAME OF RESPONDENT \_\_\_\_\_

RESPONDENT'S ADDRESS \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

> RESPONDENT'S TELEPHONE NUMBER \_\_\_\_\_

> RESPONDENT'S FAX NUMBER \_\_\_\_\_

> RESPONDENT'S EMAIL ADDRESS \_\_\_\_\_

> BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) # \_\_\_\_\_

> RESPONDENT'S CHECK LIST

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

\_\_\_\_\_  
Initial

BY:  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE OR POSITION: \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

## INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

Firms interested in providing **ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed entertainment production contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at [www.labavn.org](http://www.labavn.org) and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board of Recreation and Park Commissioners has not authorized any other agency, or Internet service other than the RAP Finance Division to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

**The City reserves the right to add contractors during the term of the contract(s) awarded as a result of this RFQ process.**

### DESCRIPTION OF REQUESTED SERVICES

#### ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL STUDIES

### EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to the RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
2. All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.
3. It is the intention of the Board to award this contract as expeditiously as possible.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

4. Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.

#### **RAP CONTACT FOR INFORMATION AND ASSISTANCE**

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the RAP Contract Administrator:

Robert Feld  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 180  
Los Angeles, California, 90012

Phone: (213) 202-5621  
Fax: (213) 202-2614 (Cover sheet required)  
E-mail: robert.feld@lacity.org

#### **MANDATORY PRE-QUALIFICATION MEETING**

Respondents are required to attend a pre-qualification meeting scheduled for TBD, at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

The purpose of the meeting is to inform prospective Respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

#### **NON-MANDATORY TECHICAL REVIEW MEETING**

The non-mandatory technical review meeting is scheduled for 9:30 a.m., TBD at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012. While attendance for this meeting is not required, respondents are encouraged to attend for their own benefit.

The purpose of the meeting is to review the prospective Respondents' RFQ packages, to inform them of any missing forms and requirements, and allow them the opportunity to make any corrections before submitting their completed RFQ packages by the RFQ Submittal Deadline/Opening of Proposals.

#### **SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

Proposals must be received no later than **3:00 p.m.** on TBD of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED.**

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## REVIEW OF RESPONSES

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

## REJECTION OF RESPONSES

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

## RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

## RFQ SUBMITTAL ITEMS

Respondents must submit the following:

- Two (2) complete original RFQ Responses, at least one must be unbound AND
- A scanned PDF electronic copy of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive).

Each original Response must include the RFQ documents with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary,**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFQ submittal date designated on Page 3 of this RFQ: "Important Information". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED. City staff will then review the RFQ's and MAY make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. NO Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses, one of which must be an unbound copy, and a scanned PDF electronic copy as required may result in your Response being deemed non-responsive.**

#### USE OF CITY-ISSUED FORMS

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

#### PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests must be received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa St., Suite 300  
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

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4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

### **RESPONDENT QUALIFICATIONS / EVALUATION**

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications **MUST** be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet all of minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

**This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.**

### **DEFINITIONS:**

**Environmental Impact Analysis and Special Studies** includes but is not limited to the following:

- 1) The systematic process of identifying, predicting, evaluating and mitigating the potential significant environmental impacts of a proposed discretionary "action" or "project" in accordance with the environmental documentation and review requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and disclosing this information to governmental decision-makers and the public.
- 2) Applicable CEQA documentation includes Initial Studies, Negative Declarations, Mitigated Negative Declaration, and Environmental Impact Reports.
- 3) Applicable NEPA documentation includes Findings of No Significant Impacts, Environmental Assessments, and Environmental Impact Statements.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

- 4) Various special or technical studies may be required to assess the extent and magnitude of the proposed project's impacts on air quality, water quality, biological resources, historic and cultural resources and other environmental resource areas identified in the CEQA Initial Study Checklist and the NEPA Environmental Assessment Checklist.

#### **MINIMUM QUALIFICATIONS:**

The qualifying Responder must demonstrate knowledge and experience in conducting environmental impact analyses and the preparation of legally adequate documentation for federal, state and local projects in accordance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), including any special environmental studies (e.g., visual impacts, air quality, cultural resources, greenhouse gas emissions, noise, traffic, etc.).

The qualifying Responder must demonstrate knowledge and experience in the preparation and processing of legally adequate Initial Studies (IS), Negative Declarations/Mitigated Negative Declarations (ND/MNDs) and/or Environmental Impact Reports (EIRs) in accordance with City and State CEQA Guidelines and the Los Angeles CEQA Thresholds Guide. [Notices of Exemption are a non-qualifier].

The qualifying Responder must also demonstrate knowledge and experience in the preparation and processing of legally adequate Environmental Assessments, Findings of No Significant Impact (FONSI)/Mitigated FONSI and Environmental Impact Statements (EISs) in accordance with the Council on Environmental Quality Regulations for Implementing NEPA (40 CFR 1500) and Federal Agency NEPA Procedures. Agencies and their associated procedures include: Army Corps of Engineers (33 CFR 230); Housing and Urban Development (24 CFR PART 58); U.S. Forest Service (36 CFR 220); and, Federal Highway Administration (23 CFR 771) as implemented by California Department of Transportation (23 CFR 773 §6004-6005).

#### **General Requirements all Respondents MUST meet the following qualifications:**

- 1) Provide a brief (maximum of 3 pages) statement of its general background information related to conducting environmental impacts assessment services, including the number of years performing both CEQA and NEPA work, and the organizational approach and other resources used in the performance of the proposed contract work.

Note: Responder background information is for informational purposes only.

- 2) Have an established office(s) within Southern California (Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura Counties). The response shall include the address of the office location(s) that will have the primary responsibility for providing client services and the name and phone number of the principal office manager(s).

- 3) Representative Project List:

Only reference projects completed from January 1, 2012 to December 31, 2016 Projects related to the acquisition of land for future park purposes completed by your Southern California office are preferred, but are not required to qualify. Receiving satisfactory feedback from project references will be the basis for qualification.

- a. List five (5) representative CEQA projects prepared by the Responder for a government agency comprised of four (4) Mitigated Negative Declarations and one (1) Environmental Impact Report that required State Clearinghouse circulation. Include the following information for each: the title and a brief description of the project, the Table of Contents, the service date, and the client name, and contact reference. Assessments must have been 100% completed by the Responder (no sub-consultants allowed).
- b. List two (2) representative NEPA projects prepared by the Responder for a government agency comprised of Environmental Assessments (EA) or Joint EA/Mitigated Negative

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Declarations. Include the following information for each: the title and a brief description of the project, the Table of Contents, the service date, and the client name, and contact reference. The use of sub-consultants is acceptable.

4) Required Project Documents:

Provide the following documents referenced from Representative Project Lists on CD. Please no hard copies of reports. Each document must be the final version with all associated technical appendices and a Mitigation Monitoring and Reporting Plan that was adopted or certified, and must include a copy of the Notice of Determination and/or Record of Decision. For the EIR document, include a copy of the Findings of Fact and Statement of Overriding Considerations prepared by the Responder in support of the certification process. Documents related to the acquisition of land for future park purposes completed by your Southern California office are preferred, but are not required.

- a. One (1) Mitigated Negative Declaration
- b. One (1) Environmental Impact Report
- c. One (1) Environmental Assessment/Finding of No Significant Impact (EA/FONSI)
- d. One (1) joint Environmental Assessment/Mitigated Negative Declaration.

**All Qualification projects included in #3 must be submitted on Form "C" and all information required on this form must be submitted complete. If any information is omitted, it may be deemed unqualified. Please attach the required Table of Contents to Form "C".**

#### COMPLIANCE DOCUMENTS

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ ("Compliance Documents").

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your Response:

- Responder's Signature Declaration and Affidavit (Section I.A of Exhibit C)  
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit C)  
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)  
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)  
 Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.
  
- Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)  
 It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	<b>18%</b>
WBE Participation:	<b>4%</b>
SBE Participation:	<b>25%</b>
EBE Participation:	<b>8%</b>
DVBE Participation:	<b>3%</b>

- Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)  
 Please read the instructions in Exhibit C, Section H.
  
- Los Angeles Residence Information (Section I.I of Exhibit C)
  
- Reporting Requirements After Award of Contract (Section I.J of Exhibit C)
  
- Compliance with Los Angeles City Charter Section 470(C)(12) (Measure H) (Section I.K of Exhibit C)
  
- Nondiscrimination – Equal Employment Practices Certification (Section I.L of Exhibit C)
  
- Child Care Policies (Section I.M of Exhibit C)
  
- Iran Contracting Act of 2010 (Section I.N of Exhibit C)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within ten [10] calendar days of notification by Department):

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- City-Approved Proof of Insurance
- City-Approved Performance Deposit
- Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit
- Equal Benefits Ordinance Statement
- First Source Hiring Ordinance Compliance Affidavit

Failure of the successful Respondent to submit all the required documents in section 'P' through 'W' of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections 'a' through 'm' of Exhibit C with the RFQ Response may render the response non-responsive, and no contract will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

#### LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) within ten (10) calendar days after the notice of award of this contract:

- Equal Benefits Ordinance/First Source Hiring Ordinance
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

#### AFFIRMATIVE ACTION PLAN

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

#### PREVAILING WAGES

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please **IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

#### **SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers/Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

#### **CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for the City of Los Angeles.

In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **INSURANCE REQUIREMENTS**

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

**In addition**, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

## **PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at: <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration  
Office of Contract Compliance  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

### **CONTRACTOR PARTICIPATION**

A Prime Contractor shall perform 100% of the total project awarded with its own organization unless otherwise authorized by the Contract Administrator. Subcontracting may be allowed on a case by case basis.

### **COMMENCEMENT AND COMPLETION OF WORK**

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

### **SAFETY ORDERS**

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

### **SECURITY GUARD SERVICES**

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

**SELF-ACCRUAL OF USE TAX PROGRAM**

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

FORM A

Request for Qualifications  
Environmental Impact Analysis and Special Studies

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET**

**CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

---

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**FORM B**

**Request for Qualifications  
Environmental Impact Analysis and Special Studies**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**

**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**FORM D**

**Request for Qualifications  
Environmental Impact Analysis and Special Studies**

**DEPARTMENT OF RECREATION AND PARKS**

**INFORMATION RELEASE FORM**

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street City, State Zip

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM E**

**Request for Qualifications  
Environmental Impact Analysis and Special Studies**

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to Exhibit B for minimum coverage limits.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER/ADD'L LTR/INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SEC <input type="checkbox"/> LDC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The City of Los Angeles is an additional insured by blanket endorsement.

<b>CERTIFICATE HOLDER</b> City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FORM F**

**Request for Qualifications  
Environmental Impact Analysis and Special Studies**

City of Los Angeles

**Applicant's Declaration of Self-Insurance**

It is hereby **RESOLVED** that:

Name and Address of Organization:
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which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
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**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 124B, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION**

**SDO EXEMPTION**

**CITY OF LOS ANGELES**  
Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2777

**SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION**

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

**Section 1: Awarding Department**

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

**Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:	
Company Address:		
City:	State:	Zip:
Purpose:	BAVN Contract ID:	
Start Date:	End Date:	Amount:

**Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

- The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.
- The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved:	Not Approved. (See attached memorandum.)
OCC Analyst:	Date:

<p style="text-align: center;"><b>THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL</b></p> <p><input type="checkbox"/> Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.</p> <p><input type="checkbox"/> Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.</p> <p><input type="checkbox"/> Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.</p> <p><input type="checkbox"/> Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.</p> <p><input type="checkbox"/> Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501 (c)(3).</p> <p><input type="checkbox"/> Contracts entered into pursuant to Charter Section 371(e)(5) <u>as approved by Council.</u></p> <p><input type="checkbox"/> Contracts entered into pursuant to Charter Section 371(e)(6) <u>as approved by Council.</u></p> <p><input type="checkbox"/> Contracts entered into pursuant to Charter Section 371(e)(7).</p>
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Form OCC/SDO-2 (08/11)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



## EXHIBITS A – C INDEX

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B. Insurance Information and Coverage Requirements .....	44-46
C. Compliance Document Package .....	47-144

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

EXHIBIT A

Request for Qualifications  
Environmental Impact Analysis and Special Studies

***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ENTERTAINMENT PRODUCTION.***

**These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFO.**

**ARTICLE 1  
SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

**ARTICLE 2  
SPECIFICATIONS**

**PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

**ARTICLE 3  
LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

**ARTICLE 4  
MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

**ARTICLE 5**  
**NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

**ARTICLE 6**  
**ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

**ARTICLE 7**  
**DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

**ARTICLE 8**  
**LICENSES AND PERMITS**

CONTRACTOR is required to have at least a California Contractor's License.

**ARTICLE 9**  
**TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

**ARTICLE 10**  
**CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

**ARTICLE 11**  
**TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

**ARTICLE 12**  
**SUBCONTRACT APPROVAL**

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

**12.1 SUBLETTING AND SUBCONTRACTORS**

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
  2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
    - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
    - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
  3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
  4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.

## EXHIBIT A

### Request for Qualifications Environmental Impact Analysis and Special Studies

5. All requests for approval of Subcontractors must contain the following information:
  - A. Project Name
  - B. Project Work Order Number
  - C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

### 12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

## EXHIBIT A

### Request for Qualifications Environmental Impact Analysis and Special Studies

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
- When the listed Subcontractor becomes bankrupt or insolvent.
- When the listed Subcontractor fails or refuses to perform its subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
- When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
- When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
- When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
- When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### 12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

**12.4 PENALTIES**

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

**12.5 SUBMITTAL**

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

**ARTICLE 13**

**PRIOR NOTICE OF IMPENDING LABOR DISPUTE**

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

**ARTICLE 14**

**PERFORMANCE BOND**

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

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**14.1 PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15  
WARRANTY**

The CONTRACTOR warrants that the services provided hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

**ARTICLE 16  
PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.



**EXHIBIT A**

**ARTICLE 17**

**REPRESENTATIVES FOR THE PARTIES**  
**CONTRACTOR'S REPRESENTATIVE**

**Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Emergency/Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**PERSON TO CONTACT FOR ENVIRONMENTAL IMPACT ANALYSIS AND SPECIAL SERVICES:**

**Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Emergency/Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**CITY'S REPRESENTATIVE**

Robert Feld  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 180  
Los Angeles, California, 90012

Phone: (213) 202-5621  
Fax # (213) 202-2614 (Cover sheet required)  
E-mail: [robert.feld@lacity.org](mailto:robert.feld@lacity.org)

and

Paul Davis  
Department of Recreation and Parks  
Environmental Supervisor II  
221 N. Figueroa Street  
Los Angeles, California, 90012

Phone: (213) 202-2667  
Fax # (213) 202-2611 (Cover sheet required)  
E-mail: [paul.j.davis@lacity.org](mailto:paul.j.davis@lacity.org)

**ARTICLE 18**  
**CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

**ARTICLE 19**  
**INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR 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 the CONTRACTOR.

**ARTICLE 20**  
**OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

**ARTICLE 21**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause.

**ARTICLE 22**  
**SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

**ARTICLE 23**  
**FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or 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 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 24**  
**SEVERABILITY**

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

**ARTICLE 25**  
**GOVERNING LAW**

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. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

**ARTICLE 26**  
**LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

**ARTICLE 27**  
**INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

**27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all 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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

**27.2 Insurance**

**27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set

## EXHIBIT A

### Request for Qualifications Environmental Impact Analysis and Special Studies

forth on the City of Los Angeles–Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City’s insurance plan. Except when City is a named insured, Contractor’s insurance is not expected to respond to claims which may arise from acts or omissions of the City.

### ARTICLE 28

#### CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement within Exhibit C incorporated herein by this reference.

### ARTICLE 29

#### CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR 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 30

#### SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

##### **“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO 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. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, 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 (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
  - a. Retention by a successor CONTRACTOR/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

## EXHIBIT A

### Request for Qualifications Environmental Impact Analysis and Special Studies

- CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
- b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
    - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve (12) month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
    - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
  - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  - e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
  - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated Administrative Agency, which may be amended from time to time.
2. 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 CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
  3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following

## EXHIBIT A

### Request for Qualifications Environmental Impact Analysis and Special Studies

procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### 4. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the 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.

#### Grant Funded Applications

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

#### **ARTICLE 31**

##### **AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American 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 that is attached hereto within Exhibit C and incorporated herein by this reference.

#### **ARTICLE 32**

##### **EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code, CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

**ARTICLE 33**  
**CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

**ARTICLE 34**  
**CLEAN AIR/CLEAN WATER**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**ARTICLE 35**  
**ORDER OF PRECEDENCE**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

**ARTICLE 36**  
**SAFETY REQUIREMENTS**

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

**ARTICLE 37**  
**ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**

## INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance 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 site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, so insurance 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. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.



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 the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **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 your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when 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 requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **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. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **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. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**EXHIBIT B**

Form Gen. 146 (Rev. 3/09)

**PRINT FORM**      **RESET FORM**

**Required Insurance and Minimum Limits**

Name: RFO - Environmental Impact Analysis and Special Studies

Date: 07/24/2017

**Agreement/Reference:**

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>

Waiver of Subrogation in favor of City       Longshore & Harbor Workers  
 Jones Act

**General Liability** City of Los Angeles must be named as an Additional Insured \$1,000,000

Products/Completed Operations       Sexual Misconduct  
 Fire Legal Liability  
 with \$2,000,000 aggregate

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

**Professional Liability (Errors and Omissions)** \$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/>

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance**

Other: Sent to Robert Feld @ RAP

1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release of Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

**EXHIBIT C**

**COMPLIANCE DOCUMENTS**

REQUEST FOR QUALIFICATIONS

Los Angeles Department of Recreation and Parks  
Contracts Unit  
221 N. Figueroa St. Suite 180  
Los Angeles, CA 90012  
Telephone: (213) 202-5621  
Fax: (213) 202-2614  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

January 2017



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS –**  
**REQUEST FOR QUALIFICATIONS**  
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R.	City-Approved Proof of Insurance	_____
S.	City-Approved Performance Bond	_____
T.	Form W-9, Request for Taxpayer Identification Number (TIN) and Certification	_____
U.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms	_____
V.	Slavery Disclosure Affidavit	_____
W.	Equal Benefits Ordinance Statement/First Source Hiring Ordinance Compliance Affidavit	_____



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION I

**Compliance Documents to be submitted by All Respondents**

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

**Signatures:**

**Individual:**(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

**Partnership:**At least ONE General Partner must sign the affidavit.

**Corporation:** It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

**Note:** An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_  
being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_  
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of \_\_\_\_\_  
(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF  
LOS ANGELES

Subscribed and sworn to before me this day of \_\_\_\_\_

(Signature)

(Month/Year)(Date)

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED,  
INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**SECTION B**

**DISPOSITION OF PROPOSALS**

All Responses submitted in response to the RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

**Signatures:**

The person signing must be authorized to bind the Respondent.



### DISPOSITION OF PROPOSALS

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

\_\_\_\_\_  
Signature of person authorized to bind proposer

Date

**SECTION C**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business 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 subcontractors and that 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:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Address

\_\_\_\_\_  
Signature of Authorized Office or Representative Print Name

\_\_\_\_\_  
Title

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_cro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm)

**INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

## CITY OF LOS ANGELES

### CONTRACTOR RESPONSIBILITY ORDINANCE

### (Los Angeles Administrative Code Section 10.40 et seq.)

#### 1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

#### 2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

#### 4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
  
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**19. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.



CITY OF LOS ANGELES  
RESPONSIBILITY  
QUESTIONNAIRE

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within thirty (30) days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)	Bid	Date

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of incorporation: \_\_\_\_\_  
List the corporation's current officers.  
President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.  
List those who own (5%) or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of five percent (5%) or more of the corporation's stock.  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of formation: \_\_\_\_\_  
List all partners in your firm. Use Attachment A if more space is needed.  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started:     /     /  
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:**           Date formed:     /     /  
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**  
\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?  
 Yes  No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns fifty percent (50%) or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five (5) years?  
 Yes  No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?  
 Yes  No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five (5) years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?  
 Yes  No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

The responses in this Questionnaire will not be made available to the public for review. This is not a public document.  
[CPCC §20101(a)]

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied bonding?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five (5) years, the debtor in a bankruptcy case?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes  No

If Yes, explain the circumstances on Attachment B.

**E. INSURANCE**

8. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

**Workers' Compensation Insurance Policy Currently in Effect**

**Legally Self-Insured**

**No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three (3) years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: \_\_\_ EMR-1: \_\_\_ YR 2: \_\_\_ EMR-2: \_\_\_ YR. 3: \_\_\_ EMR-3:

11. Within the past five (5) years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes  No

If yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes  No

If **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last ten (10) years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.  
 Check the box if you have not had any similar contracts in the last five (5) years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**G. DISPUTES**

18. In the past five (5) years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?  Yes  No

Responsibility Questionnaire (rev 1/25/12)

19. Does your firm have any outstanding judgments pending against it?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

20. In the past five (5) years, has your firm been assessed liquidated damages on a contract?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

#### H. COMPLIANCE

21. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last three (3) years.

**I. BUSINESS INTEGRITY**

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

26. In the past five (5) years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

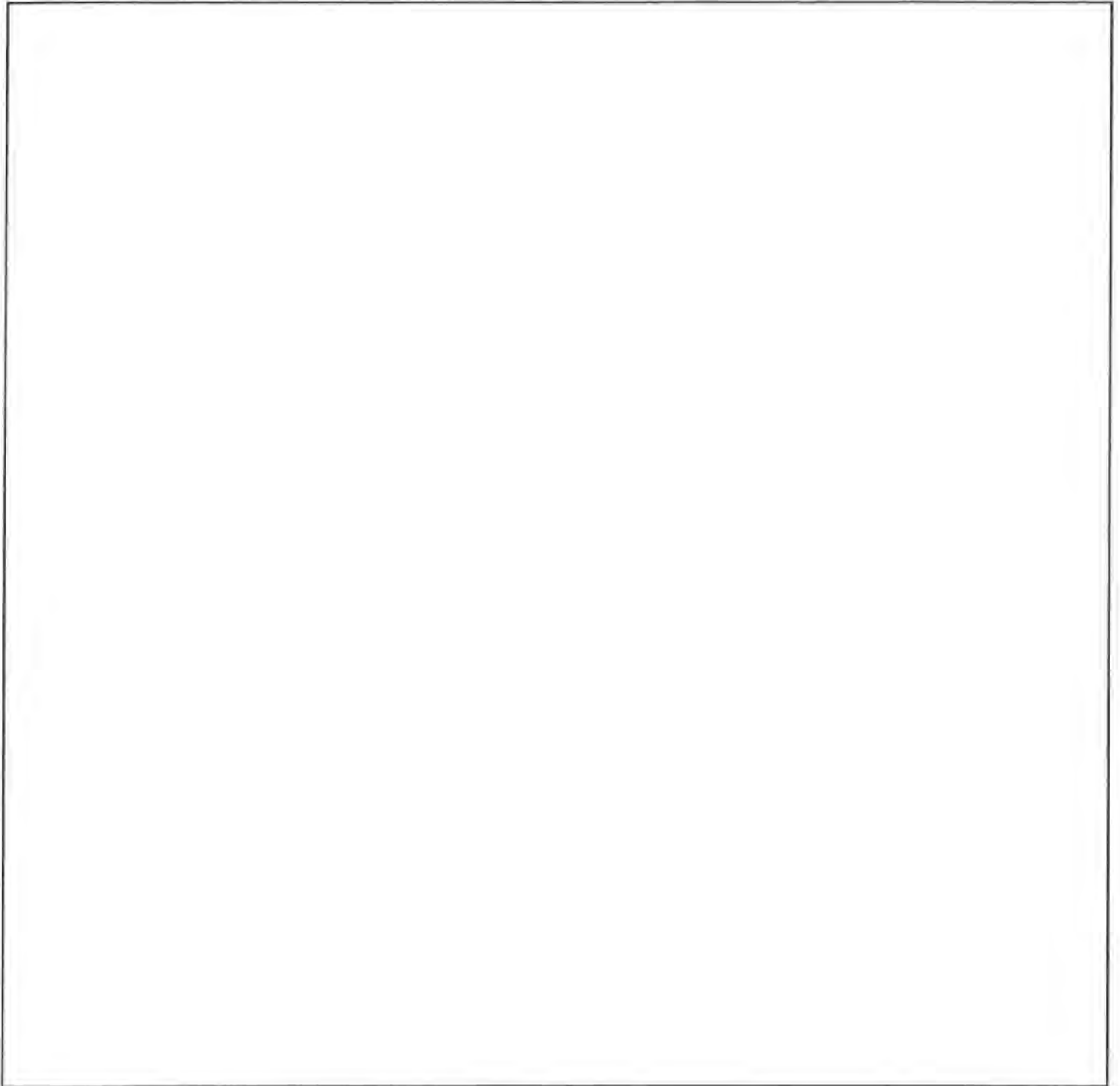
Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page





**ATTACHMENT B FOR SECTIONS D THROUGH I**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page**

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check Yes in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES**

**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice LOCAL**

**ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**SECTION E****CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

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 CONTRACTOR/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 CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/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 CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, 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 subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three ( 3 ) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty (30) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

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Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract Number

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

**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 at least 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 wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$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 Twelve Five Thousand Dollars (\$25,000.00) and for at least three (3) 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 is 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?**

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**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?**

The employee can submit a complaint to the Office Contract Compliance 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 three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) 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 Four Hundred Fifty Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- 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 Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.



**LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS**

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification**: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j))**. Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g))**. Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c))**. Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11)**. Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13)**. No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.

b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

**3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:  
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
  - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
  - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

**LWO –DEPARTMENTAL EXEMPTION APPLICATION**  
EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

**EXEMPTION INFORMATION:**  
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>The exemption is valid for all employees except Child Care Workers.</li> <li>Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>ANSWER the following questions:                     <ol style="list-style-type: none"> <li>STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>MULTIPLY B by 8: \$ <u>0</u> _____</li> </ol> </li> <li>Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO if NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:			
Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
Approved / Not Approved – Reason: _____			
By Analyst: _____		Date: _____	

**LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION**  
**OCC DETERMINATION/APPROVAL REQUIRED**

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

**EXEMPTION INFORMATION:**  
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____
	Date _____

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDDING DEPARTMENT USE ONLY:			
Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____

OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION**  
**ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES  
BUSINESS INCLUSION PROGRAM (BIP) FOR A  
REQUEST FOR QUALIFICATIONS (RFQ)**

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFQ
WBE Participation:	See RFQ
SBE Participation:	See RFQ
EBE Participation:	See RFQ
DVBE Participation:	See RFQ

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).



**DEPARTMENT OF PUBLIC WORKS' POLICY  
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR QUALIFICATIONS (RFQ)**

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00) .
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
  6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
  7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least ten (10%) or more, and the veteran must reside in California.
  8. Certification must be current on the date the task work order for the project is assigned if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
    - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684      FAX: (213) 847-2777  
Internet address:      <http://bca.lacity.org/>
- b. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address:      <http://www.dot.ca.gov/hq/bep/>

- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
- d. Southern California Minority Supplier Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 FAX: (213) 689-1707  
Internet address: <http://www.scmsdc.org>
9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFO response non-responsive and will result in its rejection.** Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).
3. If you are not contacted within fifteen (15) minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

***Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.***

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	ATTENDED PRE-SUBMITTAL MEETING
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

***Required Documentation:*** An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

**Note:** If the RFQ states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

***Required Documentation:*** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent’s responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person’s name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFQ response being deemed non-responsive.

**Note:** Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFQs, making a copy of the RFQ available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

6	NEGOTIATED IN GOOD FAITH
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The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

**Required Documentation:**

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) the responses and/or bids received;
  - 2) the name of the subconsultant who submitted the bid/quote;
  - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

**Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>
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Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

**D. AWARD OF CONTRACT**

The Board reserves the right to reject any and all RFQ responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.



In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

H. **RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. **AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**Schedule A**

**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,  
SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Qualifications for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title                      Date

**MUST BE SUBMITTED WITH THE RFQ RESPONSE**

**SECTION H**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 976-1960

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original Filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
---------------------------	----------------------------------

Name of Bidder:	Phone:
-----------------	--------

Address:

Email:

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Los Angeles Administrative Code § 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) "Public lease or license".

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**SECTION I**

**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

**INSTRUCTIONS:**

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.



**LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization:

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The

City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**SECTION J**

**REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT**

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10<sup>th</sup> of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

**REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

---

Contractor or Name of Company

---

By: (Signature)

---

Date


**SECTION K**

**COMPLIANCE WITH LOS ANGELES CITY  
CHARTER SECTION 470(c)(12) (MEASURE H)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSTRUCTIONS:**

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<p><i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i></p>		
<p><input type="checkbox"/> Original filing    <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)</p>		
Reference Number (bid or contract number, if applicable): _____	Date Bid Submitted: _____	
Description of Contract (title of RFP and services to be provided): _____		
City Department Awarding the Contract: _____		
<h3 style="margin: 0;">BIDDER INFORMATION</h3> Name: _____ Address: _____ Email: _____ Phone: _____		
<h3 style="margin: 0;">SCHEDULE SUMMARY</h3> Please complete all three of the following:		
<p><b>1. SCHEDULE A — Bidder's Principals (check one)</b></p> <p><input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).</p> <p><input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.</p>		
<p><b>2. SCHEDULE B — Subcontractors and Their Principals (check one)</b></p> <p><input type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).</p> <p><input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.</p>		
<p><b>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):</b> _____</p>		
<h3 style="margin: 0;">BIDDER'S CERTIFICATION</h3> <p><i>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.</i></p> Date: _____ Signature: _____ Name: _____ Title: _____		



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION L**

**NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four [4] pages) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.



## CITY OF LOS ANGELES

### NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

#### **I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### **II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor 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. The contractor 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

**Request for Qualifications  
Environmental Impact Analysis and Special Studies**

- C. 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, the contractor 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. The contractor 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 the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor 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 the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the 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 failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor 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, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- 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, the contractor 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. All contractors 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 subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**Equal Employment Practices Provisions Certification –**

**The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
NAME AND TITLE (TYPE OR PRINT)

\_\_\_\_\_  
CITY, COUNTY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE/E-MAIL

**SECTION M**  
**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

## CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. 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, work place 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 STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING 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. Request 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 twelve [12] to three hundred [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 an employer which thus subsidizes 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 (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) 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 BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the 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 A 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 SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; 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 services.
- 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 costs 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 basis.
- L. **START-UP CONTRIBUTIONS TO A CONSORTIUM 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.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**





**SECTION N**

**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 One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

## IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE (1)** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

**SECTION O**

**AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

**INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**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 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

**Compliance Documents to be submitted by Selected Proposer**

**SECTION P**

**BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

**INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.





**SECTION Q**

**AFFIRMATIVE ACTION PLAN**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

Respondents are advised that any contract awarded pursuant to this process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

**INSTRUCTIONS:**

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

**SECTION R**

**CITY-APPROVED PROOF OF INSURANCE**

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

**INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

**SECTION 5**

**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

**INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.

**SECTION T**

**FORM W-9**

**REQUEST FOR TAXPAYER**

**IDENTIFICATION NUMBER (TIN) AND**

**CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

**SECTION U**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION  
ORDINANCE ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

LW-5

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM  
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:	
1. Company Name: _____	Company Phone Number: _____
2. Company Address: _____	
3. Awarding Department: _____	
4. Project Name: _____	
IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least \$11.27 per hour with health benefits of \$1.25 per hour, or \$12.52 per hour without health benefits (to be adjusted annually on July 1) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than \$12.00 per hour information 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 (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- 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.
- 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 (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:	
1. Company Name: _____	Company Phone Number: _____
2. Company Address: _____	
3. Type of Service Provided by Subcontractor to Prime: _____	
4. Amount of Subcontract: _____	Subcontract Start Date: _____ End Date: _____
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Date _____
Phone # _____	

**LWO – EMPLOYEE INFORMATION FORM**  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information 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 (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- 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 (Regulation #4).

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name:
2. **STATE** the number of employees working ON THIS CITY CONTRACT:
3. **ATTACH** a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No If YES:
  - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
  - 5b. **STATE** how much, if any, employees pay for co-premiums: \$
6. **SUBMIT** a copy of your company's current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company's current UNPAID time off policy for the employees working on the City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form \_\_\_\_\_ Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

**LWO-SUBCONTRACTOR INFORMATION FORM**  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

RFQ EXHIBIT C

This form must be submitted to the AWARDED DEPARTMENT within **30 DAYS** of contract execution.  
INCOMPLETE SUBMISSIONS WILL BE RETURNED.

**SECTION I: CONTRACTOR INFORMATION**

- 1) Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.  
 If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

**SECTION II: SUBCONTRACTOR INFORMATION**

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



SECTION II: SUBCONTRACTOR INFORMATION (continued)																
PART A	PART B															
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:															
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>										
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
<b>SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)</b>																
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.																
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EXEMPTION</th> <th>SUPPORTING DOCUMENTATION REQUIRED</th> </tr> </thead> <tbody> <tr> <td>One-person contractors, lessee, licensee 501(c)(3) non-profit organization</td> <td>LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a></td> </tr> <tr> <td>Occupational license required Collective bargaining agreement w/supersession language</td> <td>LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a></td> </tr> <tr> <td>Small Business</td> <td>LW 26 – Small Business Exemption Form (English &amp; Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a></td> </tr> <tr> <td>Governmental Entity</td> <td>NONE REQUIRED.</td> </tr> </tbody> </table>							EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED	One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>	Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>	Small Business	LW 26 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>	Governmental Entity	NONE REQUIRED.
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Governmental Entity	NONE REQUIRED.															
<b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>																
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.																
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<b>SECTION V: SIGNATURE</b>																
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.																
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____													
Title _____		Phone # _____		Date _____												
<b>AWARDING DEPARTMENT USE ONLY:</b>																
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____										

**ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM**

- <sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
  - (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than eight (8) times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement
- <sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.
- <sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.
- (A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.
- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.
  - (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.
- <sup>4</sup> **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

<sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

<sup>6</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

## LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

RFQ EXHIBIT C

### EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name:	Phone Number:
2. Company Address:	
3. Are you a Subcontractor?    Yes    No    If YES, state the name of your Prime Contractor: <input type="checkbox"/> <input type="checkbox"/>	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises):	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only:	

**SECTION I: BUSINESS INFORMATION**

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:	
<input type="checkbox"/> PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for <input type="checkbox"/> of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you **DID NOT** check off ANY boxes in PART A, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**  
If you checked off ANY boxes in PART A, continue to Section II.

**SECTION II: EMPLOYEE INFORMATION**

CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:	
<input type="checkbox"/> PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three- fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off ANY boxes in PART C, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**  
If you checked off ANY box in PART C, **ATTACH** supporting documentation, **SIGN, AND SUBMIT EXEMPTION FORM.**

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

**AWARDING DEPARTMENT USE ONLY:**

Dept:	Dept Contact:	Contact Phone:	Contract #:
-------	---------------	----------------	-------------

**OCC USE ONLY:**

Approved/Not Approved – Reason:	
By OCC Analyst:	Date:



**SECTION V**

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

SDO COMPLIANCE

**CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON LABAVN / www.labavn.org before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

**AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS**

1. I, Jon Doe am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

10786			
LABVN Company Id	EIN/TIN		
<b>J and Y Inc - ITA TEST COMPANY</b>			
Company Name			
1234 N Main St	Los Angeles	AL	70012
Street Address	City	State	Zip
2135551888	test@email.com		
Phone	Email		

3. The company came into existence in 2016 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

Jon Doe

29 July, 2016

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or 'wet' signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.



**SECTION W**

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/  
FIRST SOURCE HIRING ORDINANCE**

**Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

#### **INSTRUCTIONS:**

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

EBO/FSHO COMPLIANCE

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: [hca.ecos@lacity.org](mailto:hca.ecos@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.1 J et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

BAVN Company Id: 10786 EIN/TIN: \_\_\_\_\_  
Company Name: J and Y Inc - ITA TEST COMPANY  
Company Address: 1134 N Main St  
City: Los Angeles State: AL Zip: 70012  
Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com  
Approximate Number of Employees in the United States: 10  
Approximate Number of Employees in the City of Los Angeles: 3

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of 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 Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: 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.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

**DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

Jon Doe

26 July, 2016

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

BAVN-EBO FSHO (05/2016)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**BOARD REPORT**

NO. 17-181

DATE: August 9, 2017

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION – REQUEST FOR QUALIFICATIONS

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	*N. Williams	_____
H. Fujita	_____		

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1) Approve a proposed Request for Qualifications (RFQ), herein included as Attachment 1, for environmental site assessment and remediation, for a three-year contract, in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year per contract awarded, subject to the review and approval of the City Attorney as to form;
- 2) Direct the Board Secretary to transmit the RFQ to the City Attorney for review and approval as to form; and,
- 3) Authorize Department of Recreation and Parks (RAP) staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

SUMMARY

RAP is in need of environmental site assessment and remediation services that staff cannot provide, therefore one or more environmental site assessment and remediation service contracts are required. Currently, RAP has contracts in place that are set to expire February 19, 2018, to perform environmental site assessment and remediation in accordance with the U.S. Environmental Protection Agency's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312) when it acquires property for park use through a purchase, donation, or transfer. The scope of these contracts will include, but is not limited to the preparation of Phase I and Phase II site assessments in accordance with ASTM Standards E1527-05, E1903-11 and related standards.

RAP staff has developed and is now ready to release, at the direction of the Board, a RFQ which will be advertised per Mayor's Executive Directive No. 14 (Villaraigosa Series) which states, "...every Department will utilize the Los Angeles Business Assistance Virtual Network (BAVN) as the exclusive means for posting all opportunities for RFQ's...." A secondary referral of the



## BOARD REPORT

PG. 2 NO. 17-181

RFQ being open will be placed on RAP's website directing potential responders to BAVN. In addition, direct communications inviting participation and bids will be made to a list of interested parties from a list maintained by RAP. The Environmental Section of the Planning, Maintenance and Construction Branch, which oversees RAP's construction and maintenance projects, has reviewed and provided input on the RFQ.

A mandatory pre-qualification conference will be held approximately three weeks after the release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14 (Villaraigosa Series), and the Board's policy. A second non-mandatory technical review meeting will be held following to provide direct interaction with potential responders seeking assistance.

### Evaluation Process

Responses will be evaluated in two levels. Level I will be a review by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of the contract. If a responder's minimum qualification cannot be verified by RAP staff, the responder will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all required compliance and submittal documents as required per City Ordinance. The responder must successfully pass Level I before staff will proceed to Level II.

If any responders are successful in meeting the City's minimum qualifications requirements, then a recommendation will be made to the Board for award of contracts to them. In the interest of maintaining a competitive environment and maximizing the City's contracting options, RAP staff may choose to recommend awarding a contract to multiple vendors. If multiple vendors are awarded this contract, they will have the opportunity to submit a competitive quote for each project issued by RAP's Planning, Maintenance and Construction Branch, within the terms of this contract.

The selected responders will be recommended to the Board for a three-year contract, in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year, per contract. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The environmental site assessment and remediation services that RAP will be requesting shall be on an as-needed basis. The RAP, in entering into a contract, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for projects will be provided from various funding sources.





BOARD REPORT

PG. 3 NO. 17-181

FISCAL IMPACT STATEMENT

Releasing the RFQ has no fiscal impact on the RAP's General Fund.

This Report was prepared by Gino Ogtong, Management Analyst II and reviewed by Robert Feld, Senior Management Analyst I, Finance Division.

LIST OF ATTACHMENT(S)

- 1) Request for Qualifications (RFQ) for Environmental Site Assessment and Remediation



# REQUEST FOR QUALIFICATIONS

## ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION



### City of Los Angeles Department of Recreation and Parks

Figueroa Plaza  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

**Mandatory Pre-Qualification Conference: 9:00 a.m., TBD**  
**Non-Mandatory Technical Review Meeting: 9:30 a.m., TBD**  
**Submission Deadline: 3:00 p.m., TBD**

#### RESPONDENT'S CONTACT INFORMATION

*Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed*

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Contractor's (or Other Professional) License No.:** \_\_\_\_\_

**Business Tax Registration Certificate (BTRC) No.:** \_\_\_\_\_

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**REQUEST FOR QUALIFICATIONS FOR  
ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION**

TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:  
SEVEN MILLION DOLLARS (\$7,000,000.00) AMOUNT OF CONTRACT  
PER YEAR, PER CONTRACTOR, PER CONTRACT

**IMPORTANT INFORMATION**

**MINIMUM LICENSE REQUIREMENTS:**

See Certification Requirements on Page 13 of this RFQ.

**MANDATORY PRE-QUALIFICATION MEETING:**

A **Mandatory** pre-qualification meeting will be conducted on **TBD** at 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than **3:00 p.m. on TBD**.

Two (2) complete, Request for Qualifications (RFQ) documents (including addenda), at least one must be unbound, with original initials/signatures and required forms, attachments and documentation must be submitted. In addition, a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

RFQ for ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION – RESPONSE  
ENCLOSED

With the Name and Address of Firm responding.

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa Street, Suite 300  
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

## RESPONDENT'S CHECKLIST

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

ITEM DESCRIPTION	INITIALS
<p><b>COMPLETED, SIGNED ORIGINALS</b> The Response consists of <b>two (2) originals</b>, each set containing original initials and signatures, the complete RFQ documents, plus all addenda, with no missing pages, and all required forms and attachments.</p> <p>In addition, a <u>scanned PDF electronic copy</u> has been included with the Response.</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>RIGHT TO REJECT RESPONSES</b> In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."</p>	<p>_____</p>
<p><b>EXAMINATION OF RESPONDENT'S QUALIFICATIONS</b> Respondent acknowledges that the Department of Recreation and Parks Finance Division will examine the Response and determine the acceptability of each Respondent's qualifications for this RFQ. The Department of Recreation and Parks reserves the right to use outside evaluation panels if necessary.</p>	<p>_____</p>
<p><b>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS</b> Respondent has completed all requests for information and answered all questions.</p>	<p>_____</p>
<p><b>NON-COLLUSION AFFIDAVIT</b> Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see <b>Exhibit C</b>)</p>	<p>_____</p>
<p><b>MUNICIPAL LOBBYING ORDINANCE</b> Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See <b>Exhibit C</b>)</p>	<p>_____</p>
<p><b>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS</b> Respondent has fully read and understood the "Introduction, Respondent's Instructions and Submittals" section of this RFQ.</p>	<p>_____</p>
<p><b>COMPLIANCE DOCUMENT PACKET</b> Respondent has completed the checklist and all required items in the Compliance Document Packet attached in <b>Exhibit C</b>. <b>VERY IMPORTANT – FAILURE TO COMPLETE AND SIGN ALL FORMS IN SECTION I OF EXHIBIT C WILL RENDER YOUR RESPONSE NON-RESPONSIVE.</b></p>	<p>_____</p>

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

ITEM DESCRIPTION	INITIALS
<b>FORMS A – H INDEX</b>	
FORM A: CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET(S) Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary.	_____
FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S) Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary.	_____
FORM C: PROJECT QUALIFICATION FORM(S) Respondent read, signed and submitted one completed form for each qualifying project.	_____
FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED) Respondent has read, signed, and submitted the Information Release Form.	_____
FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED) Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark "Not Applicable."	_____
FORM F: APPLICANT'S DECLARATION OF SELF-INSURANCE Complete and sign form or mark "Not Applicable."	_____
FORM G: OUT-OF-STATE BIDDERS Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter "Not Applicable."	_____
FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter "Not Applicable."	_____
<b>EXHIBITS A-C INDEX</b>	
EXHIBIT A: SPECIFICATIONS & PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION. Respondent has read all sections of the "Specifications and Proposed As-Needed Contract Language", and filled out contact information in Article 17 (in Exhibit A).	_____
EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive.	_____
EXHIBIT C: COMPLIANCE DOCUMENT PACKET See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. <b>ALL FORMS IN SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE.</b>	_____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

NAME OF RESPONDENT \_\_\_\_\_

RESPONDENT'S ADDRESS \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

> RESPONDENT'S TELEPHONE NUMBER \_\_\_\_\_

> RESPONDENT'S FAX NUMBER \_\_\_\_\_

> RESPONDENT'S EMAIL ADDRESS \_\_\_\_\_

> BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) # \_\_\_\_\_

> RESPONDENT'S CHECK LIST

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

\_\_\_\_\_  
Initial

BY:  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE OR POSITION: \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**



## INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

Firms interested in providing **ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed entertainment production contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at [www.labavn.org](http://www.labavn.org) and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board of Recreation and Park Commissioners has not authorized any other agency, or Internet service other than the RAP Finance Division to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

**The City reserves the right to add contractors during the term of the contract(s) awarded as a result of this RFQ process.**

### DESCRIPTION OF REQUESTED SERVICES

#### ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION

### EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to the RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
2. All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.
3. It is the intention of the Board to award this contract as expeditiously as possible.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

4. Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.

#### **RAP CONTACT FOR INFORMATION AND ASSISTANCE**

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the RAP Contract Administrator:

Robert Feld  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 180  
Los Angeles, California, 90012

Phone: (213) 202-5621  
Fax: (213) 202-2614 (Cover sheet required)  
E-mail: robert.feld@lacity.org

#### **MANDATORY PRE-QUALIFICATION MEETING**

Respondents are required to attend a pre-qualification meeting scheduled for TBD at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

The purpose of the meeting is to inform prospective Respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

#### **NON-MANDATORY TECHICAL REVIEW MEETING**

The non-mandatory technical review meeting is scheduled for 9:30 a.m., TBD at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012. While attendance for this meeting is not required, respondents are encouraged to attend for their own benefit.

The purpose of the meeting is to review the prospective Respondents' RFQ packages, to inform them of any missing forms and requirements, and allow them the opportunity to make any corrections before submitting their completed RFQ packages by the RFQ Submittal Deadline/Opening of Proposals.

#### **SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

Proposals must be received no later than **3:00 p.m.** on TBD of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED.**

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## REVIEW OF RESPONSES

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

## REJECTION OF RESPONSES

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

## RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

## RFQ SUBMITTAL ITEMS

Respondents must submit the following:

- **Two (2) complete original RFQ Responses**, at least one must be unbound AND
- **A scanned PDF electronic copy** of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive).

Each original Response must include the RFQ documents with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012. All envelopes must show the contract**

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFQ submittal date designated on Page 3 of this RFQ: "Important Information".** Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED.** City staff will then review the RFQ's and MAY make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. NO Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses, one of which must be an unbound copy, and a scanned PDF electronic copy as required may result in your Response being deemed non-responsive.**

#### USE OF CITY-ISSUED FORMS

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

#### PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests must be received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa St., Suite 300  
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

### **RESPONDENT QUALIFICATIONS/EVALUATION**

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications **MUST** be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet all of minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

**This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.**

### **DEFINITIONS:**

**Environmental Site Assessment and Remediation** includes but is not limited to the following:

The conduct of an environmental due diligence process to determine whether past/current uses of a real estate parcel(s) which includes the underlying land as well as physical improvements to the property-involved the manufacture, storage, release and/or disposal of petroleum and petroleum-based substances, and hazardous, toxic and biological materials that may have affected or has the potential to affect the environmental condition of the property before its purchase by, or transfer to, the Department for public park and recreational uses, or in the case of Department-owned property, before proposed development actions.

Transaction Screen Process (TSP), Phase I Environmental Site Assessments, and Phase II Environmental Site Assessments are the reports that are utilized in the due diligence process to identify and evaluate whether any actual or potential contamination to the property's soil, surface water, groundwater and/or physical structures pose environmental risks and liabilities with respect to the consummation of the proposed real estate transaction or property development. These reports are prepared in accordance with

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the U.S. Environmental Protection Agency's (EPA) "All Appropriate Inquiry" standard and the most current guidelines established by the American Society for Testing Materials (ASTM)

Phase I Environmental Site Assessment (ASTM E1527-13): Involves the review of local, state and federal governmental records and electronic databases concerning the historical land uses of the subject property, and hazardous materials incidents and activities associated with the subject property, neighboring properties, and properties within a one mile radius of the subject property; site reconnaissance; and interviews.

Transaction Screen Process (ASTM E1528-14): Involves less extensive governmental record and database searches as compared to Phase I Environmental Site Assessments..

Phase II Environmental Site Assessment (ASTM E1903-11): Involves detailed physical investigation work using sound scientific methodology to generate site-specific data, including sample collection and analytical testing of soil, air, groundwater, surface water, and/or buildings and other structures, and recording observations in regard to site conditions. The data collected may be used to identify on-site and off-site contaminant source areas, contaminant transport mechanisms, remedial options and other relevant information.

Conceptual Site Models and Risk Based Corrective Actions (ASTM E1689-14 and E2081-15): The information gained through Phase I and II site investigations characterize the physical, biological, and chemical systems existing at a contaminated site. Therefore, the process called "site characterization." The processes that determine contaminant releases, contaminant migration, and environmental receptor exposure to contaminants described and integrated the information into a conceptual site model. The development of conceptual site models is used for the following: (1) integration of technical information from various sources, (2) support the selection of sample locations for establishing background concentrations of substances, (3) identify data needs and guide data collection activities, and (4) evaluate the risk to human health and the environment posed by a contaminated site. Integration of site characterization with human health risk assessment in a conceptual site model in turn helps to determine the need for remedial action and to tailor corrective action activities to site-specific conditions and risks. Risk-based corrective actions help to direct and streamline the corrective action process and to complement federal, state and local regulations. It can also help where the user wishes to conduct corrective action such as sites in voluntary cleanup programs or under Brownfields initiatives.

#### **MINIMUM QUALIFICATIONS:**

The qualifying Respondent must demonstrate knowledge and experience in the preparation of Transaction Screens in accordance with ASTM Standard E1528-14, Phase I Environmental Site Assessments for All Appropriate Inquiries in accordance with ASTM Standard E1527-13, Phase II Environmental Site Assessments in accordance with ASTM Standard E1903-11, and related standards. In addition, the qualifying Respondent must demonstrate knowledge and experience in site characterization and remedial investigations for developing site models and risk-based corrective actions at contaminated sites in accordance with ASTM Standard E1689-14 and E2081-15, and related standards.

#### **General Requirements all Respondents MUST meet the following qualifications:**

- 1) Provide a brief (maximum of 3 pages) statement of the Company's general background information related to conducting environmental site assessment services, including the number of years performing both Phase I and II site assessment work, and the organizational approach and other resources used in the performance of the proposed contract work.

Note: Responder background information is for informational purposes only.

- 2) Have an established office(s) within Southern California (Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties). The response shall include the address of the

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office location(s) that will have the primary responsibility for providing client services and the name and phone number of the principal office manager(s).

- 3) Provide work experience history for the "Environmental Professional(s)" (pursuant to the 40 CFR §312.10(b)) that will be supervising, managing, and/or completing the environmental assessments and remediation planning.
- 4) Provide the work experience history and copy of the license of Responder's Professional Geologist and/or Professional Engineer.
- 5) **Representative Project List:**  
Only reference projects completed between January 1, 2012 to December 31, 2016. Projects related to the acquisition of land for future park purposes completed by your Southern California office are preferred, but are not required to qualify. Receiving satisfactory feedback from project references will be the basis for qualification.
  - a. List five (5) Phase I ESA projects. Include the following information for each: the title and a brief description of the project, the Table of Contents, the service date, and the client name, and contact reference. Assessments must have been one hundred percent (100%) completed by the Responder (no sub-consultants allowed).
  - b. List two (2) Phase II ESA projects. Include the following information for each: the title and a brief description of the project, the Table of Contents, the service date, and the client name, and contact reference. The use of sub-consultants is acceptable.
  - c. List two (2) Site Characterization and/or Remedial Investigation projects. Include the title and a brief description of the project, the Table of Contents, the service date, and the client name and contact reference. The use of sub-consultants is acceptable.
- 6) **Required Project Documents:**  
Provide the following documents referenced from Representative Project Lists on CD. Please no hard copies of reports. All documents should demonstrate the work was performed in accordance with the applicable ASTM Standard and completed to the satisfaction of the client. Documents related to the acquisition of land for future park purposes completed by your Southern California office are preferred, but are not required.
  - a. Two (2) Phase I ESA reports
  - b. One (1) Phase II ESA report
  - c. One (1) Site Characterization or Remedial Investigation report.

**All Qualification projects must be submitted on Form "C" and all information required on this form must be submitted complete. If any information is omitted, it may be deemed unqualified.**

#### **CERTIFICATION REQUIREMENT FOR ENVIRONMENTAL SITE ASSESSMENTS:**

##### **PHASE I ENVIRONMENTAL SITE ASSESSMENTS**

In accordance with ASTM E 1527-13 parameters, to qualify for Phase I environmental site assessment services a responder must provide evidence of staff resources that qualify as an "Environmental Professional" who will maintain responsible charge of the relevant contract work as follows:

1. a current Professional Engineer's or Professional Geologist's license or registration from a state or U.S. territory with 3 years equivalent full-time experience in preparing Phase I ESAs; or
2. a Baccalaureate or higher degree from an accredited institution of higher education in a discipline of engineering or science and 5 years equivalent full-time experience in preparing Phase I ESAs; or
3. the equivalent of the last 10 years of full-time experience in preparing Phase I ESAs.

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## PHASE II ENVIRONMENTAL SITE INVESTIGATIONS

In accordance with ASTM E 1903-11 parameters, to qualify for Phase II site investigation services involving soil or groundwater sampling, boring logging, geologic mapping, well design, sampling and analysis plans for soil and ground water, and any other subsurface data collection and interpretation which constitute the practice of geology as defined in the Geologists and Geophysicist Act Section 7802, the responder must provide evidence of staff resources that qualify as a Professional Geologist or Professional Civil Engineer as follows:

1. a current Professional Civil Engineer's or Professional Geologist's license or registration from a state or U.S. territory with three (3) years equivalent full-time experience in preparing Phase II site investigations.

**NOTE:** A current license and/or registration number and expiration date is required. Relevant experience must be demonstrated by a list of publications prepared by the qualifying individual for the qualifying period. At least one of these publications must be included in the qualifying documentation required in this RFQ. Additional documentation may be requested for verification purposes.

## COMPLIANCE DOCUMENTS

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ ("Compliance Documents").

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your Response:

- Responder's Signature Declaration and Affidavit (Section I.A of Exhibit C)  
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit C)  
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)  
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)  
Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.
- Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)

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**Request for Qualifications  
Environmental Site Assessment and Remediation**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	<b>18%</b>
WBE Participation:	<b>4%</b>
SBE Participation:	<b>25%</b>
EBE Participation:	<b>8%</b>
DVBE Participation:	<b>3%</b>

- Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)  
Please read the instructions in Exhibit C, Section H.
- Los Angeles Residence Information (Section I.I of Exhibit C)
- Reporting Requirements After Award of Contract (Section I.J of Exhibit C)
- Compliance with Los Angeles City Charter Section 470(C)(12) (Measure H) (Section I.K of Exhibit C)
- Nondiscrimination – Equal Employment Practices Certification (Section I.L of Exhibit C)
- Child Care Policies (Section I.M of Exhibit C)
- Iran Contracting Act of 2010 (Section I.N of Exhibit C)

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within ten [10] calendar days of notification by Department):

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- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- City-Approved Proof of Insurance
- City-Approved Performance Deposit
- Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit
- Equal Benefits Ordinance Statement
- First Source Hiring Ordinance Compliance Affidavit

Failure of the successful Respondent to submit all the required documents in section 'P' through 'W' of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections 'a' through 'm' of Exhibit C with the RFQ Response may render the response non-responsive, and no contract will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

#### LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) within ten (10) calendar days after the notice of award of this contract:

- Equal Benefits Ordinance/First Source Hiring Ordinance
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

#### AFFIRMATIVE ACTION PLAN

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

#### PREVAILING WAGES

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

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In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

#### **SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers/Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

#### **CONTRACTOR RESPONSIBILITY ORDINANCE**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

#### **CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for the City of Los Angeles.

In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## **INSURANCE REQUIREMENTS**

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

**In addition**, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

## **PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at: <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration  
Office of Contract Compliance  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

### **CONTRACTOR PARTICIPATION**

A Prime Contractor shall perform one hundred percent (100%) of the total project awarded with its own organization unless otherwise authorized by the Contract Administrator. Subcontracting may be allowed on a case by case basis.

### **COMMENCEMENT AND COMPLETION OF WORK**

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

### **SAFETY ORDERS**

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

### **SECURITY GUARD SERVICES**

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications  
Environmental Site Assessment and Remediation**

5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

**SELF-ACCRUAL OF USE TAX PROGRAM**

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**FORM A**

**Request for Qualifications  
Environmental Site Assessment and Remediation**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET  
CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

---

---

Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months: \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code): \_\_\_\_\_

Awarding Agency Project Liaison: \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**FORM B**

**Request for Qualifications  
Environmental Site Assessment and Remediation**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**

**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

---

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**



**FORM D**

**Request for Qualifications  
Environmental Site Assessment and Remediation**

**DEPARTMENT OF RECREATION AND PARKS**

**INFORMATION RELEASE FORM**

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street City, State Zip

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

FORM E

Request for Qualifications  
Environmental Site Assessment and Remediation

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to Exhibit B for minimum coverage limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Los Angeles is an additional insured by blanket endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2001/08)

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IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

FORM F

Request for Qualifications  
Environmental Site Assessment and Remediation

City of Los Angeles

Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor

Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

- 1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
- 2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
- 3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel: Name & Address of Applicant's Claims Representative:

Declaration

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (Place)  
\_\_\_\_\_, and \_\_\_\_\_ (Signature)  
(Signature) and \_\_\_\_\_ (Signature)  
\_\_\_\_\_, and \_\_\_\_\_ (Print name and title)  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:

IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**FORM G**

**Request for Qualifications  
Environmental Site Assessment and Remediation**

**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFQ SUBMITTAL DEADLINE.**

**SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION**

**SDO EXEMPTION**

**CITY OF LOS ANGELES**  
Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2777

**SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION**

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. **The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.**

**Section 1: Awarding Department**

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

**Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:
Company Address:	
City:	State: Zip:
Purpose:	BAVN Contract ID:
Start Date:	End Date: Amount:

**Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved:	Not Approved. (See attached memorandum.)
OCC Analyst:	Date:

**THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).



# EXHIBITS A – C INDEX

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

## EXHIBIT A

Request for Qualifications  
Environmental Site Assessment and Remediation

### ***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ENTERTAINMENT PRODUCTION.***

These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.

#### **ARTICLE 1 SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

#### **ARTICLE 2 SPECIFICATIONS**

##### **PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

#### **ARTICLE 3 LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

#### **ARTICLE 4 MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

## EXHIBIT A

Request for Qualifications  
Environmental Site Assessment and Remediation

### **ARTICLE 5** **NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

### **ARTICLE 6** **ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

### **ARTICLE 7** **DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

### **ARTICLE 8** **LICENSES AND PERMITS**

CONTRACTOR is required to have at least a California Contractor's License.

### **ARTICLE 9** **TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

### **ARTICLE 10** **CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

### **ARTICLE 11** **TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

**ARTICLE 12**  
**SUBCONTRACT APPROVAL**

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

**12.1 SUBLETTING AND SUBCONTRACTORS**

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
  2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
    - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
    - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
  3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
  4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.

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5. All requests for approval of Subcontractors must contain the following information:
  - A. Project Name
  - B. Project Work Order Number
  - C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (½) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

### 12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

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- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
- When the listed Subcontractor becomes bankrupt or insolvent.
- When the listed Subcontractor fails or refuses to perform its subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
- When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
- When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
- When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
- When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### 12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

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### 12.4 PENALTIES

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

### 12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

## ARTICLE 13

### PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

## ARTICLE 14

### PERFORMANCE BOND

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

### 14.1 PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15  
WARRANTY**

The CONTRACTOR warrants that the services provided hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

**ARTICLE 16  
PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.



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**ARTICLE 17**

**REPRESENTATIVES FOR THE PARTIES**

**CONTRACTOR'S REPRESENTATIVE**

**Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Emergency/Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**PERSON TO CONTACT FOR ENVIRONMENTAL SITE ASSESSMENT AND REMEDIATION:**

**Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Emergency/Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**CITY'S REPRESENTATIVE**

Robert Feld  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa Street, Suite 180  
Los Angeles, California, 90012

Phone: (213) 202-5621  
Fax # (213) 202-2614 (Cover sheet required)  
E-mail: [robert.feld@lacity.org](mailto:robert.feld@lacity.org)

and

Paul Davis  
Department of Recreation and Parks  
Environmental Supervisor II  
221 N. Figueroa Street  
Los Angeles, California, 90012

Phone: (213) 202-2667  
Fax # (213) 202-2611 (Cover sheet required)  
E-mail: [paul.j.davis@lacity.org](mailto:paul.j.davis@lacity.org)

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### **ARTICLE 18** **CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

### **ARTICLE 19** **INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR 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 the CONTRACTOR.

### **ARTICLE 20** **OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

### **ARTICLE 21** **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause.

### **ARTICLE 22** **SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

### **ARTICLE 23** **FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or 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 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.

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### **ARTICLE 24** **SEVERABILITY**

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

### **ARTICLE 25** **GOVERNING LAW**

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. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

### **ARTICLE 26** **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

### **ARTICLE 27** **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

#### **27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all 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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

#### **27.2 Insurance**

##### **27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set

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forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

### **ARTICLE 28** **CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement within Exhibit C incorporated herein by this reference.

### **ARTICLE 29** **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR 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 30** **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE** **"General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance"**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO 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. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, 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 (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
  - a. Retention by a successor CONTRACTOR/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

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- CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
- b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
    - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve (12) month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
    - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
  - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  - e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
  - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated Administrative Agency, which may be amended from time to time.
2. 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 CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
  3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following

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procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### 4. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the 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.

#### Grant Funded Applications

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

#### ARTICLE 31

##### AMERICANS WITH DISABILITY ACT

The CONTRACTOR shall comply with the American 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 that is attached hereto within Exhibit C and incorporated herein by this reference.

#### ARTICLE 32

##### EQUAL BENEFITS ORDINANCE

In accordance with the attached information on this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

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### ARTICLE 33

#### CONFLICT OF INTEREST

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

### ARTICLE 34

#### CLEAN AIR/CLEAN WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

### ARTICLE 35

#### ORDER OF PRECEDENCE

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

### ARTICLE 36

#### SAFETY REQUIREMENTS

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

### ARTICLE 37

#### ENTIRE CONTRACT

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**

## INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance 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 site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, so insurance 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. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.



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 the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **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 your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when 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 requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **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. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **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. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Required Insurance and Minimum Limits

Name: RFO - Environmental Site Assessment and Remediation

Date: 07/24/2017

Agreement/Reference: Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL \$1,000,000
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/> General Liability	City of Los Angeles must be named as an Additional Insured	\$1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct	
<input type="checkbox"/> Fire Legal Liability		
<input checked="" type="checkbox"/> with \$2,000,000 aggregate		

<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$1,000,000
---	-------------

<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	\$1,000,000
Discovery Period	12 Months After Completion of Work or Date of Termination

<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	

<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/>	

<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
---	----------------------------

<input type="checkbox"/> Crime Insurance	
--	--

Other: Sent to Robert Feld @ RAP

1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## EXHIBIT C

# COMPLIANCE DOCUMENTS

## REQUEST FOR QUALIFICATIONS

Los Angeles Department of Recreation and Parks  
Contracts Unit  
221 N. Figueroa St. Suite 200  
Los Angeles, CA 90012  
Telephone: (213) 202-2678  
Fax: (213) 202-3214  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

January 2017



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS –**  
**REQUEST FOR QUALIFICATIONS**  
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CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION I

**Compliance Documents to be submitted by All Respondents**

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

**Signatures:**

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_

being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_  
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF  
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED,  
INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**SECTION B**

**DISPOSITION OF PROPOSALS**

All Responses submitted in response to the RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

**Signatures:**

The person signing must be authorized to bind the Respondent.



### DISPOSITION OF PROPOSALS

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned's firm in the event that the required hold harmless statement is not included in the Proposal.”

\_\_\_\_\_  
Signature of person authorized to bind proposer

Date

**SECTION C**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

Responders must complete, sign, and return with their response the "Certification of Compliance with Child Support Obligations.", and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES  
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business 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 subcontractors and that 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:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Address

\_\_\_\_\_  
Signature of Authorized Office or Representative Print Name

\_\_\_\_\_  
Title

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_cro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm)

**INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

## CITY OF LOS ANGELES

### CONTRACTOR RESPONSIBILITY ORDINANCE

### (Los Angeles Administrative Code Section 10.40 et seq.)

#### 1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

#### 2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

#### 4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**19. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.



CITY OF LOS ANGELES  
RESPONSIBILITY  
QUESTIONNAIRE

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within thirty (30) days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)	Bid	Date

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

- The Questionnaire being submitted is:
- An initial submission of a completed Questionnaire.
  - An update of a prior Questionnaire dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.
  - No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_  
List the corporation's current officers.  
President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.  
List those who own (5%) or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of five percent (5%) or more of the corporation's stock.  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_  
List all partners in your firm. Use Attachment A if more space is needed.  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started:     /     /  
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:**           Date formed:     /     /  
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**  
\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes  No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns fifty percent (50%) or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five (5) years?

Yes  No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes  No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five (5) years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes  No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document.  
[CPCC §20101(a)]**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied bonding?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five (5) years, the debtor in a bankruptcy case?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes  No

If **Yes**, explain the circumstances on Attachment B.

**E. INSURANCE**

8. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

**Workers' Compensation Insurance Policy Currently in Effect**

**Legally Self-Insured**

**No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three (3) years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: \_\_\_ EMR-1: \_\_\_ YR 2: \_\_\_ EMR-2: \_\_\_ YR. 3: \_\_\_ EMR-3:

11. Within the past five (5) years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes  No

If **yes**, explain on Attachment B each instance. If **No**, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes  No

If **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last ten (10) years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.  
 Check the box if you have not had any similar contracts in the last five (5) years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.
16. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.
17. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**G. DISPUTES**

18. In the past five (5) years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.
- (a) Payment to subcontractors?  
 Yes  No
- (b) Work performance on a contract?  
 Yes  No
- (c) Employment-related litigation brought by an employee?  Yes  No

19. Does your firm have any outstanding judgments pending against it?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

20. In the past five (5) years, has your firm been assessed liquidated damages on a contract?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

#### H. COMPLIANCE

21. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last three (3) years.

**I. BUSINESS INTEGRITY**

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

26. In the past five (5) years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

---

Print Name, Title


Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page





**ATTACHMENT B FOR SECTIONS D THROUGH I**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES**

**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice LOCAL**

**ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**SECTION E****CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

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 CONTRACTOR/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 CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/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 CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, 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 subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

Request for Qualifications  
Environmental Site Assessment and Remediation

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three ( 3 ) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty (30) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

---

Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

## 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 at least 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 wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$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 Twelve Five Thousand Dollars (\$25,000.00) and for at least three (3) 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 is 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?**

Intentionally left blank 8/18/06

**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?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

**Request for Qualifications  
Environmental Site Assessment and Remediation**

- 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 three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) 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 Four Hundred Fifty Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- 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 Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.



## **LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS**

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification**: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j))**. Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g))**. Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c))**. Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11)**. Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13)**. No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:  
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).  
(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).  
(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

**LWO –DEPARTMENTAL EXEMPTION APPLICATION**  
**EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL**

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

<b>TO BE FILLED OUT BY THE CONTRACTOR:</b>
1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

<b>EXEMPTION INFORMATION:</b>
<b>CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:</b>

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>▪ The exemption is valid for all employees except Child Care Workers.</li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li>2. <b>ANSWER</b> the following questions:                         <ul style="list-style-type: none"> <li>A. <b>STATE</b> the hourly wage of <b>HIGHEST</b> paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of <b>LOWEST</b> paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY</b> B by 8: \$ <u>0</u> _____</li> </ul> </li> <li>3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____
_____	Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

<b>AWARDING DEPARTMENT USE ONLY:</b>			
Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
Approved / Not Approved – Reason: _____			
By Analyst: _____		Date: _____	

**LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION**  
OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____ Phone # _____	Date _____
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

**CITY OF LOS ANGELES  
SERVICE CONTRACTOR WORKER RETENTION  
ORDINANCE  
(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES**  
**BUSINESS INCLUSION PROGRAM (BIP) FOR A**  
**REQUEST FOR QUALIFICATIONS (RFQ)**

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFQ
WBE Participation:	See RFQ
SBE Participation:	See RFQ
EBE Participation:	See RFQ
DVBE Participation:	See RFQ

**NOTE:** It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).



**DEPARTMENT OF PUBLIC WORKS' POLICY  
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR QUALIFICATIONS (RFQ)**

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00) .
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
  6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
  7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least ten (10%) or more, and the veteran must reside in California.
  8. Certification must be current on the date the task work order for the project is assigned if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
    - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684      FAX: (213) 847-2777  
Internet address: <http://bca.lacity.org/>
- b. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>

- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
- d. Southern California Minority Supplier Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 FAX: (213) 689-1707  
Internet address: <http://www.scmsdc.org>
9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFO response non-responsive and will result in its rejection.** Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).
3. If you are not contacted within fifteen (15) minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

*Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.*

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	ATTENDED PRE-SUBMITTAL MEETING
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

**Required Documentation:** An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

**Note:** If the RFQ states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent’s responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person’s name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFQ response being deemed non-responsive.

**Note:** Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFQs, making a copy of the RFQ available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

6	NEGOTIATED IN GOOD FAITH
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The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

**Required Documentation:**

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) the responses and/or bids received;
  - 2) the name of the subconsultant who submitted the bid/quote;
  - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

**Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>
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Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

**D. AWARD OF CONTRACT**

The Board reserves the right to reject any and all RFQ responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.



In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution:** The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**Schedule A**  
**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS**  
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,  
SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Qualifications for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title                      Date

**MUST BE SUBMITTED WITH THE RFQ RESPONSE**

**SECTION H**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 125  
 (213) 978-1960

# Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
---------------------------	----------------------------------

Name of Bidder:	Phone:
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Address:

Email:

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (i) **"Public lease or license"**.

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**SECTION I**  
**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

**INSTRUCTIONS:**

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.



**LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization:

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The

City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**SECTION J**

**REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT**

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10<sup>th</sup> of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

**REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

---

Contractor or Name of Company

---

By: (Signature)

---

Date


**SECTION K**

**COMPLIANCE WITH LOS ANGELES CITY  
CHARTER SECTION 470(c)(12) (MEASURE H)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSTRUCTIONS:**

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.		
<input type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Reference Number (bid or contract number, if applicable):	Date Bid Submitted:	
Description of Contract (title of RFP and services to be provided):		
City Department Awarding the Contract:		
<b>BIDDER INFORMATION</b>		
Name: _____		
Address: _____		
Email: _____ Phone: _____		
<b>SCHEDULE SUMMARY</b>		
Please complete all three of the following:		
1. SCHEDULE A — Bidder's Principals (check one)		
<input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).		
<input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.		
2. SCHEDULE B — Subcontractors and Their Principals (check one)		
<input type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).		
<input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.		
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____		
<b>BIDDER'S CERTIFICATION</b>		
I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.		
Date: _____ Signature: _____		
Name: _____		
Title: _____		



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION L**

**NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four [4] pages) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.



## CITY OF LOS ANGELES

### NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

#### I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor 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. The contractor 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. 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, the contractor 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. The contractor 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 the contractor shall provide evidence that he or she has or will comply therewith.
  
- E. The failure of any contractor 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 the contractor.
  
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the 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 failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor 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, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
  
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
  
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
  
- 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, the contractor 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. All contractors 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 subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**Equal Employment Practices Provisions Certification –**

**The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
NAME AND TITLE (TYPE OR PRINT)

\_\_\_\_\_  
CITY, COUNTY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE/E-MAIL

**SECTION M**  
**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

### CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. 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, work place 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 STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING 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. Request 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 twelve [12] to three hundred [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 an employer which thus subsidizes 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 (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) 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 BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the 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 A 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 SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERAL 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 services.
- 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 costs 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 basis.
- L. **START-UP CONTRIBUTIONS TO A CONSORTIUM 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.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**



**CITY OF LOS ANGELES  
VENDOR CHILD CARE POLICY PROGRAM  
CHILD CARE DECLARATION STATEMENT**

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

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

**Part One** YES    NO  
**DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?**       
 If YES, please attach a copy

**Part Two**       
**DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?**  
 If YES, please check which from(s) of assistance

<b>Level I Assistance</b>			
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Level II Assistance</b>			
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Level III Assistance</b>			
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____			

**I HAVE READ AND COMPLETED:**

(Signed) _____	(Date) _____
----------------	--------------

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

Do not write in this space
Date Filed: <span style="float: right;">Expiration Date:</span>
50-184 (11/89)

**SECTION N**

**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 One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

## IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing ONE (1) of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>		<i>BRTC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Appr oval (Signature)</i>	<i>(Print Name)</i>

**SECTION 0**

**AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

**INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**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 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

**Compliance Documents to be submitted by Selected  
Respondent**

**SECTION P**

**BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

**INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.





**SECTION Q**

**AFFIRMATIVE ACTION PLAN**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

Respondents are advised that any contract awarded pursuant to this process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

**INSTRUCTIONS:**

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

**SECTION R**

**CITY-APPROVED PROOF OF INSURANCE**

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

**INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

**SECTION S**

**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

**INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.

**SECTION I**  
**FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER (TIN) AND**  
**CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

**SECTION U**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION  
ORDINANCE ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

LW-5

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM  
 REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:	
1. Company Name: _____	Company Phone Number: _____
2. Company Address: _____	
3. Awarding Department: _____	
4. Project Name: _____	
IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least \$11.27 per hour with health benefits of \$1.25 per hour, or \$12.52 per hour without health benefits (to be adjusted annually on July 1) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than \$12.00 per hour information 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 (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- 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.
- 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 (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:		
1. Company Name: _____	Company Phone Number: _____	
2. Company Address: _____		
3. Type of Service Provided by Subcontractor to Prime: _____		
4. Amount of Subcontract: _____	Subcontract Start Date: ____/____/____	End Date: ____/____/____
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.		
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____	
Title _____	Phone # _____	Date _____

**LWO – EMPLOYEE INFORMATION FORM**  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information 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 (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- 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 (Regulation #4).

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name:
2. **STATE** the number of employees working ON THIS CITY CONTRACT:
3. **ATTACH** a copy of your company’s 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No If YES:
  - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
  - 5b. **STATE** how much, if any, employees pay for co-premiums: \$
6. **SUBMIT** a copy of your company’s current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company’s current UNPAID time off policy for the employees working on the City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

\_\_\_\_\_  
Print Name of Person Completing This Form

\_\_\_\_\_  
Signature of Person Completing This Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

**LWO – SUBCONTRACTOR INFORMATION FORM**  
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

RFQ EXHIBIT C

This form must be submitted to the AWARDED DEPARTMENT within **30 DAYS** of contract execution.  
INCOMPLETE SUBMISSIONS WILL BE RETURNED.

**SECTION I: CONTRACTOR INFORMATION**

- 1) Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.  
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

**SECTION II: SUBCONTRACTOR INFORMATION**

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (e)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



SECTION II: SUBCONTRACTOR INFORMATION (continued)						
PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501(c)(3) <sup>1</sup>	II One-Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.						
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED					
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>					
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>					
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>					
Governmental Entity	NONE REQUIRED.					
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form	LW 6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>					
2) Subcontractor Information Form	LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>					
3) Subcontractor Declaration of Compliance Form (retain)	LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>					
SECTION V: SIGNATURE						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
AWARDING DEPARTMENT USE ONLY:						
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____

## **ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM**

- <sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
  - (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than eight (8) times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement
- <sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.
- <sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.
- (A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.
- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.
  - (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.
- <sup>4</sup> **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

- <sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

- (i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

- (ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

- (iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

- <sup>6</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

# LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

RFQ EXHIBIT C

## EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor?    Yes    No    If YES, state the name of your Prime Contractor: _____ <input type="checkbox"/> <input type="checkbox"/>	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____	
SECTION I: BUSINESS INFORMATION	
CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:	
<input type="checkbox"/> PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for <input type="checkbox"/> of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.
If you <b>DID NOT</b> check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY boxes in PART A, continue to Section II.	
SECTION II: EMPLOYEE INFORMATION	
CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:	
<input type="checkbox"/> PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three- fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR Payrolls for the nine (9) months you would like to have reviewed.
If you <b>DID NOT</b> check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY box in PART C, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.	
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____
_____	Date _____
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	_____
By OCC Analyst: _____	Date: _____



**SECTION V**

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

SDO COMPLIANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investments in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON LABAVN ( [www.labavn.org](http://www.labavn.org)) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 647-2625; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, Jon Doe \_\_\_\_\_ am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>10786</u> BAYN Company Id	_____	_____	_____	_____
<u>J and Y Inc - ITA TEST COMPANY</u> Company Name				
<u>1234 N Main St</u> Street Address	<u>Los Angeles</u> City	<u>AL</u> State	<u>78012</u> Zip	_____
<u>2135551888</u> Phone	<u>test@email.com</u> Email	_____	_____	_____

3. The company came into existence in 2016 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jon Doe, the requestor for this "SDO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:<sup>1</sup>

Jon Doe

Signature

29 July, 2016

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.



**SECTION W**

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/  
FIRSTSOURCEHIRING ORDINANCE**

**Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

#### **INSTRUCTIONS:**

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

EBO/FSHO COMPLIANCE

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: bca.eeoo@lacity.org

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

BAVN Company Id: 10786 EIN/TIN: \_\_\_\_\_  
Company Name: J and Y Inc - ITA TEST COMPANY  
Company Address: 1234 N Main St  
City: Los Angeles State: AL Zip: 70012  
Contract Person: Jon Doe Phone: 2135551234 E-mail: test@email.com  
Approximate Number of Employees in the United States: 10  
Approximate Number of Employees in the City of Los Angeles: 3

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of 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 Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: 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.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.

**IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications  
Environmental Site Assessment and Remediation  
RFQ EXHIBIT C**

- ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

**DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

Jon Doe

Signature

26 July, 2016

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

BAVN-EBO/FSHO (05/2016)

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

**BOARD REPORT**

NO. 17-182

DATE August 9, 2017

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION – RESCIND PREVIOUSLY APPROVED AMENDMENT NO. 2 TO CONCESSION AGREEMENT NO. 262; REVISED AMENDMENT NO. 2 TO CONCESSION AGREEMENT NO. 262

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	*N. Williams	_____
H. Fujita	_____		



General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Rescind the second proposed Amendment No. 2 to Concession Agreement No. 262 approved by the Board on January 18, 2017 through Report No. 17-013 (Attachment 1).
2. Approve a proposed Revised Amendment No. 2 to Concession Agreement No. 262 (Revised Amendment No. 2), herein included as Attachment 2, between the City of Los Angeles and the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF), a California 501(c)(3) non-profit educational organization, for the operation and maintenance of the gift shop concession at the Travel Town Museum (Gift Shop), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
3. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;
4. Find, in accordance with Charter Section 371 (e)(10), that for the performance of the professional, expert, and technical services required, competitive bidding is undesirable and impractical because the time and monetary cost of soliciting bids would be unwarranted and wasteful; said resource expenditure would be in excess of any benefit that could be gained by soliciting bids;
5. Find, in accordance with Los Angeles Administrative Code Sections 10.15(a)(10) and 10.17, that it is not practicable or advantageous to the City's interests to solicit competitive bids because TTMF possesses specific expert and technical knowledge and skills related to

## BOARD REPORT

PG. 2 NO. 17-182

Travel Town equipment and history, which are required to successfully operate the Gift Shop, volunteer program, and restoration program;

6. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report
7. Direct the Board Secretary to transmit the proposed Revised Amendment No. 2 concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), City Council and to the City Attorney for review and approval as to form;
8. Authorize the Board President and Secretary to execute the proposed Revised Amendment No. 2 upon receipt of the necessary approvals; and,
9. Authorize RAP to make technical corrections as necessary to carry out the intent of this report.

### SUMMARY

The Travel Town Museum (Museum) is located at 5200 Zoo Drive in Griffith Park. The Museum is host to an array of trains, train cars, interpretive displays, and other historic vehicles that represent the history of rail transportation. The RAP Park Services group operates and maintains the Museum which is open to the public free of charge. The Museum is visited each week by hundreds of youth and adults.

The American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF) is a 501(c)(3) non-profit educational organization, and began its partnership with the Museum in 1987 by providing volunteers for docent tours and general maintenance and restoration of the trains. In 2000, TTMF assumed emergency operation of the Travel Town Museum Gift Shop because the previous operator suddenly terminated their agreement.

TTMF currently operates the Travel Town Gift Shop Concession through Concession Agreement No. 262 (Agreement) which was executed on September 23, 2009, for a term of one year with two one-year options to renew, both of which were exercised. RAP amended the Agreement on February 26, 2013 to extend the term to one year with five one-year options to renew, effective on February 26, 2013.

On April 2, 2014, the Board approved a proposed Amendment No. 2 to the Agreement, subject to approval of the Mayor. The initially proposed Amendment No. 2 included significant modifications to the existing Agreement. On July 10, 2015, the Mayor's Office returned the initially proposed Amendment No. 2 to the Board without action. RAP staff worked to revise the proposed Amendment No. 2, and presented a new version to the Board on January 18, 2017. The Board approved Report No. 17-013 to approve the second proposed Amendment No. 2 (Amendment No. 2A for reference purposes in this Report), and accept the donation of a new modular building. Under Executive Directive No. 3 (Villaraigosa Series), Amendment No. 2A was sent to the Mayor's Office and forwarded to the Office of the City Administrative Officer

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(CAO) for review. As a result of concerns raised by the Mayor's Office and CAO, this Report recommends that the Board rescind its prior approval of Amendment No. 2A under Report No. 17-013 and approve a renegotiated Revised Amendment No. 2 to the Agreement (Attachment 2). TTMF officers have reviewed the Revised Amendment No. 2 and are in agreement with the proposed terms.

REVISED AMENDMENT NO. 2 TO CONCESSION AGREEMENT 262

**Term** – Revised Amendment No. 2 to Concession Agreement No. 262 with TTMF maintains the previously proposed term of ten (10) years with an option to renew for an additional five years, at the sole discretion of the RAP General Manager.

**Rental Structure** – RAP has negotiated a flat monthly rent structure, equivalent to roughly five percent (5%) of gross revenue, with a tiered escalation over the proposed term of the Amendment as follows:

Agreement Years 1 through 3:	\$1,250.00 monthly	(\$15,000.00 annually)
Agreement Years 4 through 5:	\$1,550.00 monthly	(\$18,600.00 annually)
Agreement Years 6 through 10:	\$1,850.00 monthly	(\$22,200.00 annually)
Renewal Years 11 through 15:	\$2,050.00 monthly	(\$24,600.00 annually)

The Mayor's Office and the CAO recommended that the proposed Revised Amendment No. 2 to Agreement No. 262 with TTMF more clearly articulate the unique and expert technical services that TTMF would continue to provide, as well as the monetary value of these services and their associated public benefit, thereby strengthening the justification for the sole source determination and proposed rental structure.

In 2016, TTMF generated Two Hundred Eighty Thousand, One Hundred Seventeen Dollars (\$280,117.00) in gross revenue from the Gift Shop. Of the revenue generated, TTMF paid Fourteen Thousand, Five Dollars (\$14,005.00) in rent to RAP. TTMF's non-profit distinction allows it to invest the proceeds from the Gift Shop directly into the Museum. The primary function of the Gift Shop's revenue is to assist TTMF with the technical restoration of City-owned historical train cars. Gift Shop revenue is also used to allow TTMF to maintain volunteer programs, provide educational services, and perform essential facilities investment functions. In 2016, TTMF managed over one hundred fifty (150) volunteers who committed over six thousand, three hundred ninety (6,390) hours on projects and programs at Travel Town Museum. In addition, TTMF performed a total of three thousand, five hundred eighty-six (3,586) hours of technical and support services valued at Sixty-Eight Thousand, Six Hundred thirty-Seven Dollars (\$68,637.00) in 2016 (Attachment 3).

The expert technical and support services provided by TTMF include, but are not limited to, the following: conservation, restoration, and repair of RAP's historic train cars at Travel Town; interpretive tours, exhibit curation and additional educational services offered to the public

## BOARD REPORT

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related to the history of trains and railroads in Los Angeles and in California; management and research of archival materials owned by RAP; special event support; and train track repair and maintenance.

These expert technical and support services are critical to the long-term sustainability of Travel Town, the City's historic assets and artifacts at Travel Town, and the educational opportunities provided to the public on site. Moreover, these in-kind technical and support services proposed to be provided on an annual basis by TTMF provide a significant public benefit and would ensure that Travel Town remains a unique and popular destination within Griffith Park for years to come.

In consideration of the Mayor's and CAO's recommendations, Revised Amendment 2A includes the following supplemental provision as part of the rental structure:

"TTMF shall provide technical assistance and in-kind services directly benefitting the public at Travel Town with a value equivalent to no less than fifteen percent (15%) of gross revenue generated by TTMF per Agreement Year."

This provision ensures that the in-kind technical and support services currently provided by TTMF will be provided each year of the proposed amendment at a quantifiable level sufficient to supplement and justify the proposed flat monthly rental fee payments.

**Donation of Modular Building** – TTMF will donate a modular building to RAP as described in the January 4, 2013 unsolicited proposal. The City will bear no costs or liabilities associated with the donation. TTMF will use the new modular building as the new location for Gift Shop operations.

Due to a miscommunication between TTMF officers and RAP staff, TTMF proceeded to purchase and install the donated modular building prior to the approval of submitted Amendment No. 2A. Construction and permitting for the building was completed in July 2016. Without an amended Agreement to expand the Concession premises and authorize TTMF to utilize the new building for Gift Shop operations, TTMF is unable to move in. The current building used for Gift Shop operations is much smaller than the donated modular building and limits TTMF's merchandise to toys, limited apparel, and small collectables. It is anticipated that moving Gift Shop operations into the new building will increase Gift Shop revenue as the increased space will allow TTMF to offer a greater volume of high-end merchandise. As a result, there will be an increase in funds available to TTMF to provide expert technical and support services at Travel Town. Delay of the move continues to have a negative impact on Travel Town Museum, TTMF, and RAP.

**Utilities** - At the recommendation of the Mayor's Office and CAO, Revised Amendment No. 2 to Concession Agreement No. 262 requires TTMF to reimburse RAP for the actual cost of electricity, upon the installation of an electrical sub-meter, rather than pay a flat monthly fee of One Hundred Dollars (\$100.00) for electricity use.



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RAP values the long-standing partnership it has with TTMF, and appreciates TTMF's patience and good faith efforts in working with RAP on Revised Amendment No. 2. RAP also appreciates the guidance and recommendations provided by the Mayor's Office and the CAO that work to strengthen the revised Amendment.

RAP staff therefore recommends that the Board rescind Amendment No. 2A approved on January 18, 2017 through Report No. 17-013, and approve the Revised Amendment No. 2 to Concession Agreement No. 262 in order to allow TTMF to donate the new modular building, move operations into the new building, and continue to provide Educational Services, Facilities Investment, Volunteer Coordination, and Technical Train Restoration Services at Travel Town.

### ENVIRONMENTAL IMPACT STATEMENT

In previously approving Amendment No. 2A on January 18, 2017 through Report No. 17-013, the Board also determined that the Project contemplated in that amendment was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1), (14) and Class 3(3) of the City CEQA Guidelines. The proposed Revised Amendment No. 2 does not change TTMF's previous commitment under Amendment No. 2A to maintain an existing modular building that will host a research area and a volunteer break room, and to install and donate a modular building to host a commercial activity (gift shop). As such, RAP staff finds that the Project and the environmental conditions of the Project have not substantially changed since the previous evaluation; therefore, no additional CEQA determination or documentation is required and the previous Notice of Exemption (NOE), filed with the Los Angeles County Clerk on January 25, 2017 still applies.

### FISCAL IMPACT STATEMENT

TTMF will pay One Hundred Ninety-Three Thousand, Two Hundred Dollars (\$193,200.00) to RAP over the initial ten-year Revised Amendment No. 2. If the General Manager chooses to exercise the renewal option, TTMF will pay a minimum of One Hundred Twenty-Three Thousand Dollars (\$123,000.00) to RAP over the following five years.

This Report was prepared by Emily Kent, Management Assistant, Concessions Division.

### LIST OF ATTACHMENTS

- 1) Report No. 17-013 dated January 18, 2017 and Attachments
- 2) Proposed Revised Amendment No. 2 to Concession Agreement No. 262
- 3) Travel Town Museum Foundation Technical Assistance and In-Kind Services Contribution Cost Analysis

**APPROVED**

**01-18-2017**

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

**BOARD REPORT**

NO. 17-013 revised

DATE January 18, 2017

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT: TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION – AMENDMENT NO. 2 TO CONCESSION AGREEMENT NO. 262; DONATION OF A NEW MODULAR BUILDING; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1), (14) AND CLASS 3(3) OF THE CITY CEQA GUIDELINES REGARDING MINOR ALTERATIONS TO EXISTING FACILITIES, AMENDMENT OF AGREEMENTS AND THE NEW CONSTRUCTION OF SMALL COMMERCIAL STRUCTURES**

AP Diaz	_____	*V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		



\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Approve a proposed second Amendment to Concession Agreement No. 262 (Amendment), herein included as Attachment 1, between the City of Los Angeles and the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF), a California 501(c)(3) non-profit educational organization, for the operation and maintenance of the gift shop concession at the Travel Town Museum, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;
3. Find, in accordance with Charter Section 371 (e)(10), that for the performance of the professional, expert, and technical services required, competitive bidding is undesirable and impractical because the time and monetary cost of soliciting bids would be unwarranted and wasteful; said resource expenditure would be in excess of any benefit that could be gained by soliciting bids;
4. Find, in accordance with Los Angeles Administrative Code Sections 10.15(a)(10) and 10.17, that it is not practicable or advantageous to the City's interests to solicit competitive bids because TTMF possesses specific expert and technical knowledge and skills related to

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Travel Town equipment and history, which are required to successfully operate the Gift Shop, volunteer program, and restoration program;

5. Find, in accordance with Article III, Section 1, Class 1(1), (14) and Class 3(3) of the City CEQA Guidelines, that this Amendment is categorically exempt from the California Environmental Quality Act (CEQA) provisions and direct RAP staff to file a Notice of Exemption (NOE);
6. Direct the Board Secretary to transmit the proposed Amendment concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and to the City Attorney for review and approval as to form;
7. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals; and,
8. Accept the donation of a new modular building from TTMF, subject to the condition that TTMF assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building.

SUMMARY

The Travel Town Museum (Museum) is located at 5200 Zoo Drive in Griffith Park. It is host to an array of trains, train cars, interpretive displays, and other historic vehicles that represent the history of rail transportation. The RAP Park Services group operates and maintains the Museum which is open to the public free of charge. The Museum is visited each week by hundreds of youth and adults.

The American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF) is a 501(c)(3) non-profit educational organization, and began its partnership with the Museum in 1987 by providing volunteers for docent tours and general maintenance and restoration of the trains. In 2000, TTMF assumed emergency operation of the Travel Town Museum Gift Shop (Gift Shop) when the previous operator suddenly terminated their agreement.

TTMF's non-profit distinction allows it to invest the proceeds from the Gift Shop directly into the museum. The primary function of the Gift Shop's revenue is to assist TTMF with the restoration of City-owned historical train cars. Gift Shop revenue is also used to allow TTMF to maintain volunteer programs for tours, grounds maintenance, and Museum events. TTMF officers estimate that between 1987 and 2014, TTMF has raised and invested over \$202,304.00 in artifacts, restorations, educational materials, and facility improvements at Travel Town. In 2015, TTMF managed over 200 volunteers who committed over 9,700 volunteer hours on projects and programs at Travel Town Museum.

In 2015, TTMF generated \$280,100.21 in revenue. Of that, TTMF paid \$14,232.33 in rent to RAP.

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TTMF currently operates the Travel Town Gift Shop Concession through Concession Agreement No. 262 (Agreement) which was executed on September 23, 2009, for a term of one year with two one-year options to renew, both of which were exercised. RAP amended the Agreement on February 26, 2013 to extend the term to one year with five one-year options to renew, effective on February 26, 2013.

On April 2, 2014, the Board of Recreation and Parks Commissioners approved Board Report No. 14-081, Travel Town Museum Gift Shop Concession – Amendment No. 2 to Concession Contract Number 262 and Donation of a New Modular Building (Attachment 2). This Amendment would have extended the term of the Agreement by 20 years, introduced a flat-fee escalated payment structure, revised the Travel Town Museum Gift Shop premises, authorized RAP to accept the donation of a new modular building to be used as the new site for the Gift Shop, and formalized the Museum volunteer and restoration programs.

On July 10, 2015, the Office of the Mayor returned the proposed second Amendment without action to the Board and requested that the Board make a finding on the basis for exempting the City's competitive bidding requirements for the proposed second Amendment, pursuant to CAO File No. 0150-08808-0002 (Attachment 3).

Under the assumption that the Amendment was approved and executed, TTMF moved forward with the construction of the proposed modular building. Construction and permitting for the building was completed in July of 2016. Without an agreement to authorize RAP to accept the donation of the modular building, TTMF is unable to move operations into the new building. It is anticipated that moving Gift Shop operations to the new building will increase Gift Shop revenue as it provides a larger and more appealing space. This translates to a higher rental sharing payment to RAP, and an increase in the funds available to TTMF for restoration and education projects. Delay of the move continues to have a negative impact on Travel Town Museum, TTMF, and RAP.

PROPOSED AMENDMENT PROVISIONS

1. Term: The term of Agreement Number 262 will be extended to ten (10) years effective on the date of execution of the Amendment. There will be an additional five-year renewal option at the sole discretion of the General Manager.
2. Rental Fee (Flat Fee):
 

Agreement years 1 through 3	\$ 1,350.00 per month	(\$16,200.00 annually)
Agreement years 4 and 5	\$ 1,650.00 per month	(\$19,800.00 annually)
Agreement years 6 through 10	\$ 1,950.00 per month	(\$23,400.00 annually)
Extension option years 11 through 15	\$ 2,150.00 per month	(\$25,800.00 annually)

At the end of Agreement year 10, the General Manager will review the performance of the Concession and will make a recommendation to the Board to either keep the established pay structure, or amend the Agreement to adjust the Rental Fee to the greater of either five percent (5%) of gross receipts or the established rental fee for the respective Agreement year.

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3. Premises:  
The Premises for the Gift Shop will be revised to include the site of the modular building to be donated by TTMF, as proposed in the January 4, 2013 unsolicited proposal (Attachment 1, Exhibit A).
4. Donation of New Modular Building:  
TTMF will donate a modular building to RAP as described in the January 4, 2013 unsolicited proposal (Attachment 1, Exhibit A). The City and/or RAP will bear no costs or liabilities associated with the donation. TTMF will use the new modular building as the new location for Gift Shop operations.
5. Existing Modular Building:  
TTMF will cease using the existing modular building as a gift shop immediately upon occupancy of the donated modular building. TTMF will be responsible for any and all costs of repairs, upkeep, maintenance, and operation of the existing modular building. Before TTMF is allowed to reuse the existing modular building for any operations, RAP must approve all upgrades performed to ensure compliance with RAP standards and with the Americans with Disabilities Act (ADA) regulations. TTMF must also submit a written proposal to the General Manager for approval detailing all improvements and the projected use of the existing modular building. Following approval from RAP, TTMF will use the building as a research library and volunteer break area. If TTMF wants to use the existing modular building for any other purpose, a written proposal must be submitted to the General Manager for approval.
6. Museum Volunteer Program:  
Under the direction of the designated RAP representative, TTMF will provide oversight of the Museum Volunteer Program, to include:
  - a. Docent tours
  - b. Educational and informational outreach
  - c. Grounds maintenance to supplement RAP maintenance
  - d. Exhibit development and maintenance

TTMF will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.
7. Museum Restoration Program:  
TTMF will submit a written proposal to the RAP General Manager for all new restoration projects. Proposed restoration projects will not commence until written approval of the RAP General Manager is obtained by TTMF.

Progress on all current restoration projects will be reported to the General Manager every twelve (12) months. Reports will include a projected work plan for approval by the General Manager. All current restoration projects will be completed within twelve (12) months of execution of the proposed Amendment. Any current restoration project that is

## BOARD REPORT

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not completed within the twelve (12) month timeframe will require TTMF to submit a written proposal for consideration by the RAP General Manager. Said restoration projects shall halt until written approval from the RAP General Manager is obtained by TTMF.

A list of current restoration projects is included as an Exhibit to the proposed Amendment (Attachment 1, Exhibit G). The City and/or RAP will bear no costs associated with any current or proposed Museum Restoration Program project and is not obligated to fund or provide any form of service for such projects, unless approved in writing by the RAP General Manager.

8. Utilities:

TTMF will assume any and all costs to install or provide electrical hook-ups or connections to the new modular building. RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building. As stated in the current Agreement, RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by TTMF. RAP will not incur any costs for telephone or internet services in the modular buildings. A monthly fee of \$100.00 for utilities costs has been included in TTMF's monthly Rental Fee rate.

RAP staff recommends the approval of Amendment No. 2 to Concession Agreement No. 262 in order to allow TTMF to donate the new modular building, move operations into the new building, and continue to provide tours, education programs, grounds maintenance, and restoration projects at the Museum.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of maintenance of an existing modular building to host a research area and a volunteer break room; of the amendment to an existing agreement with negligible or no expansion of use of an existing facility, and of the construction and donation of a modular building to host a commercial activity (gift shop). RAP staff recommends that the Board determine that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1),(14) and Class 3(3) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

TTMF will pay \$205,200.00 to RAP over the initial ten-year Agreement extension. If the General Manager chooses to exercise the renewal option, TTMF will pay a minimum of \$129,000.00 to RAP over the following five years.

This Report was prepared by Emily Kent, Management Assistant, Concessions Division.

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LIST OF ATTACHMENT(S)

- 1) Proposed Amendment to Concession Agreement No. 262
- 2) Board Report No. 14-081 Dated April 2, 2014
- 3) CAO File No. 0150-08808-0002

**AMENDMENT NO. 2 TO  
CONCESSION AGREEMENT NO. 262  
FOR THE OPERATION AND MAINTENANCE OF THE  
TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION**

THIS AMENDMENT NO. 2 TO CONCESSION AGREEMENT NO. 262 (AMENDMENT) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation (CITY), acting by and through its Board of Recreation and Park Commissioners (BOARD), and AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION, INC., dba TRAVEL TOWN MUSEUM FOUNDATION, a California 501(c)(3) non-profit educational organization, (CONCESSIONAIRE).

WITNESSETH

WHEREAS, CITY has chosen to serve the public by providing a souvenir stand at Travel Town in Griffith Park through a concession operator; and,

WHEREAS, CITY previously selected CONCESSIONAIRE to operate the Travel Town Museum Gift Shop (CONCESSION) in accordance with the terms and conditions of Concession Agreement No. 262 as amended (AGREEMENT); and,

WHEREAS, the AGREEMENT was executed on September 23, 2009, and encompassed all rights and duties of the parties; and,

WHEREAS, the AGREEMENT was amended on February 20, 2013 to extend the AGREEMENT term to one (1) year, effective on February 20, 2013, with five (5) one (1) year options to renew, at the sole discretion of the GENERAL MANAGER; and,

WHEREAS, CONCESSIONAIRE has submitted an unsolicited proposal to donate a new modular building to be used as the Travel Town Museum Gift Shop; and,

WHEREAS, CONCESSIONAIRE has agreed to assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building; and,

WHEREAS, it is in the CITY's best interest to accept the donation of a new modular building and continue services with CONCESSIONAIRE, who has demonstrated its capability to perform said services; and,

WHEREAS, the principal purpose of CITY in entering into this AGREEMENT is to serve the public by providing a quality souvenir stand, historic restoration, historic interpretation of facilities and equipment at Travel Town, and volunteer management services; and,

WHEREAS, BOARD finds, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as it lacks available personnel in its employ with sufficient time and expertise to undertake these specialized professional services; and,

WHEREAS, BOARD finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable and impractical because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by DEPARTMENT for the improvement, operation, and maintenance of CONCESSION; and,



WHEREAS, the Board finds, in accordance with Los Angeles Administrative Code Section 10.15(a)(10), that it does not require competitive bids for contracts for the performance of professional, scientific, expert, technical, or other special services where not practicable with or advantageous to the CITY's interests; and,

WHEREAS, CONCESSIONAIRE's distinction as a California 501(c)(3) non-profit educational organization allows all of CONCESSIONAIRE's profits from the CONCESSION to be reinvested directly into the expert historic restoration, interpretation, and maintenance of Travel Town grounds and equipment; and,

WHEREAS it is not advantageous to the CITY's interest to introduce a competitive proposal process because CONCESSIONAIRE possesses specific expert and technical knowledge and skills related to Travel Town equipment and history, which are required to successfully operate the Gift Shop, volunteer program, and restoration program; and,

WHEREAS, CONCESSIONAIRE's extensive experience managing the gift shop, volunteer programs, restoration programs, and educational programs, coupled with a deep knowledge of the history of Los Angeles Railroads and their impact on the development of this region is unique to CONCESSIONAIRE; and,

WHEREAS, Los Angeles Administrative Code Section 10.17 does not require competitive proposals for contracts for the performance of professional, scientific, expert, or technical services where not reasonably practicable and compatible with the CITY's interests; and,

WHEREAS, it is not compatible with the CITY's interests to introduce a competitive proposal process because CONCESSIONAIRE provides expert and technical services which are only accessible to CITY through relationships maintained by CONCESSIONAIRE with local artists, historians, organizations, and vendors.

THEREFORE, the parties to the AGREEMENT hereby mutually agree to amend the AGREEMENT as follows:

1. SECTION 3. PREMISES

Replace the first paragraph with the following paragraph:

"The PREMISES (Exhibit A) subject to this AGREEMENT are located at: 5200 Zoo Drive, Los Angeles, CA 90027. The PREMISES shall include the site proposed for the new modular building (designated as Point A), and the site of the existing modular building, previously used as the Travel Town Museum Gift Shop, as depicted in Exhibit A (designated as Point B). The new modular building shall be designed and located as proposed by CONCESSIONAIRE in the January 4, 2013 unsolicited proposal (Exhibit E)."

2. SECTION 4. TERM OF AGREEMENT

Replace the first paragraph with the following:

"The term of the AGREEMENT shall be ten (10) years with one (1) five (5) year option to renew at the sole discretion of the GENERAL MANAGER. Said term shall begin on the effective date of execution of this AMENDMENT."

### 3. SECTION 6. RENTAL FEE AND PAYMENT

Replace the first paragraph and corresponding percentage of gross receipts with the following:

"As part of the consideration for CITY's granting the concession rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly rental fee as follows:

Agreement Years 1 through 3	\$ 1,350.00 per month
Agreement Years 4 and 5	\$ 1,650.00 per month
Agreement Years 6 through 10	\$ 1,950.00 per month
Renewal Option Years 11 through 15	\$ 2,150.00 per month

If GENERAL MANAGER chooses to exercise the option to renew, prior to the execution of the renewal option, GENERAL MANAGER shall evaluate the financial performance of CONCESSION for Contract Years 1 through 10, and recommend to BOARD either of two options to begin with Contract Year 11: 1) To remain with the aforementioned monthly rental fee established by this Amendment; or, 2) Propose a contract amendment to adjust the monthly rental fee to be the greater of either five percent (5%) of gross revenue generated by CONCESSIONAIRE, or the established rental fee for the respective Contract Year.

Both CITY and CONCESSIONAIRE agree that such determination and recommendation will be at the sole discretion of the GENERAL MANAGER, BOARD, and CITY."

### 4. SECTION 9. OPERATING RESPONSIBILITIES

Replace Section 9.M "Utilities" with the following:

"CITY shall pay for all utilities except for telephone and internet. The monthly rental fees outlined in Section 6. Rental Fee and Payment include a monthly contribution of One Hundred Dollars (\$100.00) for utility fees. The utility contribution amount for Extension Option years 11 through 15 are subject to evaluation and change.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, air conditioning systems, electrical apparatus, or wires furnished to PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.

New Modular Building: CONCESSIONAIRE shall assume any and all costs to install or provide electrical hook-up or connections to the new modular building. CITY will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephone) which may or may not be used at the new modular building. CITY will incur the monthly electrical costs subsequent to the installation of the electrical meter by CONCESSIONAIRE."

Include the following as Section 9 T "Museum Volunteer Program":

"Under the direction of the designated CITY representative, CONCESSIONAIRE will provide oversight of the Museum Volunteer Program, to include:

- a) Docent tours;
- b) Educational and informational outreach;
- c) Grounds maintenance to supplement CITY maintenance; and,
- d) Exhibit development and maintenance.

CONCESSIONAIRE will actively assist CITY in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers."

Include the following as Section 9 U "Museum Restoration Program":

"All new restoration projects require CONCESSIONAIRE to submit a written proposal for consideration by the GENERAL MANAGER. Proposed restoration projects will not commence until written approval by the GENERAL MANAGER is obtained by CONCESSIONAIRE.

Progress on all current restoration projects will be reported every twelve (12) months to the GENERAL MANAGER, along with a projected work plan with completion dates for approval. CONCESSIONAIRE shall not commence work detailed in the projected work plan until written approval by the GENERAL MANAGER is obtained. A list of the current Travel Town Museum restoration projects overseen by CONCESSIONAIRE is included as Exhibit E.

CITY will bear no costs associated with any current or proposed Museum Restoration Program project and is not obligated to fund or provide any form of service for such projects, unless approved in writing by the GENERAL MANAGER."

## 5. SECTION 11. IMPROVEMENTS

Include the following as Section 11.D "Donation of Modular Building":

"CONCESSIONAIRE will donate a modular building to CITY as described in the CONCESSIONAIRE's January 4, 2013, unsolicited proposal (Exhibit E), and shall assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building. CITY will bear no costs, and shall not be responsible for any CONCESSIONAIRE activities, actions, or liabilities associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation,

insurance, and/or site preparation. CONCESSIONAIRE shall utilize the donated modular building for Gift Shop operations.

CONCESSIONAIRE will cease using the existing modular building immediately upon occupancy of the donated modular building. Before CONCESSIONAIRE is allowed to reuse the existing modular building, CITY must approve all upgrades performed by CONCESSIONAIRE at no cost to CITY to ensure compliance with DEPARTMENT standards and with the Americans with Disabilities Act (ADA) regulations. CONCESSIONAIRE must submit a written proposal to GENERAL MANAGER, to be reviewed in good faith and in a timely manner, for approval detailing improvements and projected use of the existing modular building. Said proposal shall include operating hours and projected public access plan. Said proposal must be approved by GENERAL MANAGER before CONCESSIONAIRE may reuse the existing modular building.

After receiving approval to reuse the existing modular building, CONCESSIONAIRE shall utilize it as a research library and volunteer break room. If CONCESSIONAIRE wishes to utilize the existing modular building for any other purpose, CONCESSIONAIRE must submit a written request to DEPARTMENT. CONCESSIONAIRE will be responsible for any and all costs of repairs, upkeep, maintenance, and operation of the existing modular building."

6. SECTION 37. INCORPORATION OF DOCUMENTS

Replace Exhibit A "Premises Map" with the attached and revised Exhibit A "Premises Map Revised in Accordance with Amendment No. 2".

Include the following as Exhibits to the AGREEMENT:

- "E. January 4, 2013 Unsolicited Proposal
- F. List of Current Travel Town Museum Restoration Projects overseen by CONCESSIONAIRE
- G. Gift Shop Costs"

All other terms and conditions of the AGREEMENT shall remain unchanged.

*(SIGNATURE PAGE TO FOLLOW)*

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 2 to Concession Agreement No. 262 for the operation and maintenance of the Travel Town Museum Gift Shop Concession to be executed by their duly authorized representatives.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARKS COMMISSIONERS

AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION INC. (dba TRAVEL TOWN MUSEUM FOUNDATION)  
A California 501(c)(3) non-profit educational organization

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

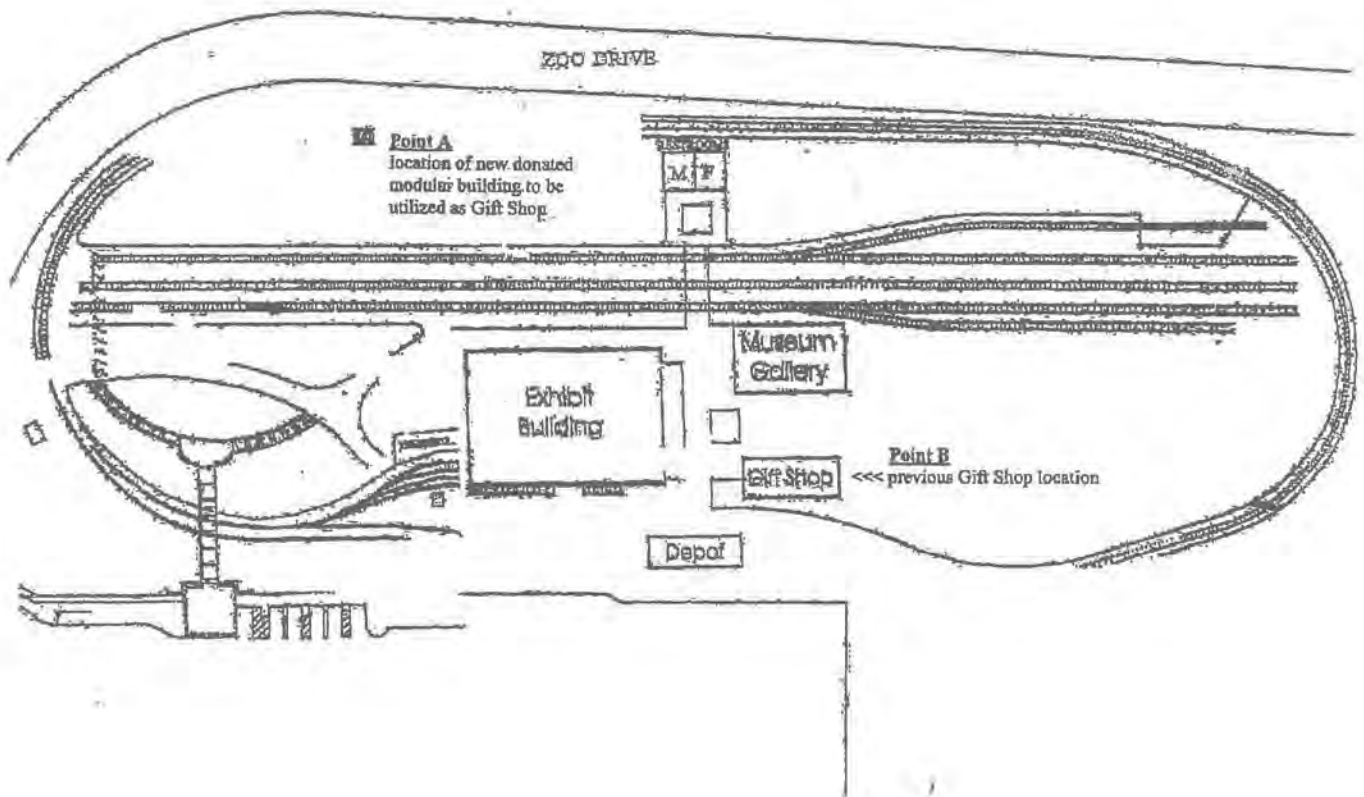
Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
PREMISES MAP REVISED IN ACCORDANCE WITH AMENDMENT NO. 2  
CONTRACT NUMBER 262  
TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION



## ATTACHMENT A



**Travel Town Museum Foundation**  
 American Southwestern Railway Association, Inc.  
 P.O. Box 39846, Griffith Station  
 Los Angeles, CA 90039

January 4, 2013

Robert Morales  
 City of Los Angeles  
 Department Recreation and Parks  
 221 N. Figueroa St. Suite 1550,  
 Los Angeles, CA 90012

Dear Mr. Morales,

The American Southwestern Railway Association, doing business as the *Travel Town Museum Foundation* (TTMF), would like to make the offer of a new Gift Shop building to the Department of Recreation and Parks for the Travel Town Museum. The new building would be a modular structure, centrally located on Museum grounds near the existing restrooms. The building project would greatly improve an unplanted dirt area at the museum and help improve the entire facility. The new gift shop would offer a larger retail space than the current gift shop, enabling the store to offer a greater selection of merchandise to better serve the Museum's visitors.

As part of the project, the TTMF would like to repurpose the current gift shop space as a Volunteer Center and Program Office. The Volunteer center would house a Library and Conference Room where the volunteers and members of the public could conduct research. There would be an office for the Program Manager and locker area for volunteers to store personal belongings while serving at the Museum.

The new building, as well as the repurposing of the existing building, would be done as a donation to Museum with funds raised for that purpose. The ASRA/TTMF anticipates continuing the operation of the Gift Shop concession under the current Concession Agreement, at least for the remaining 5 years stipulated in the agreement.

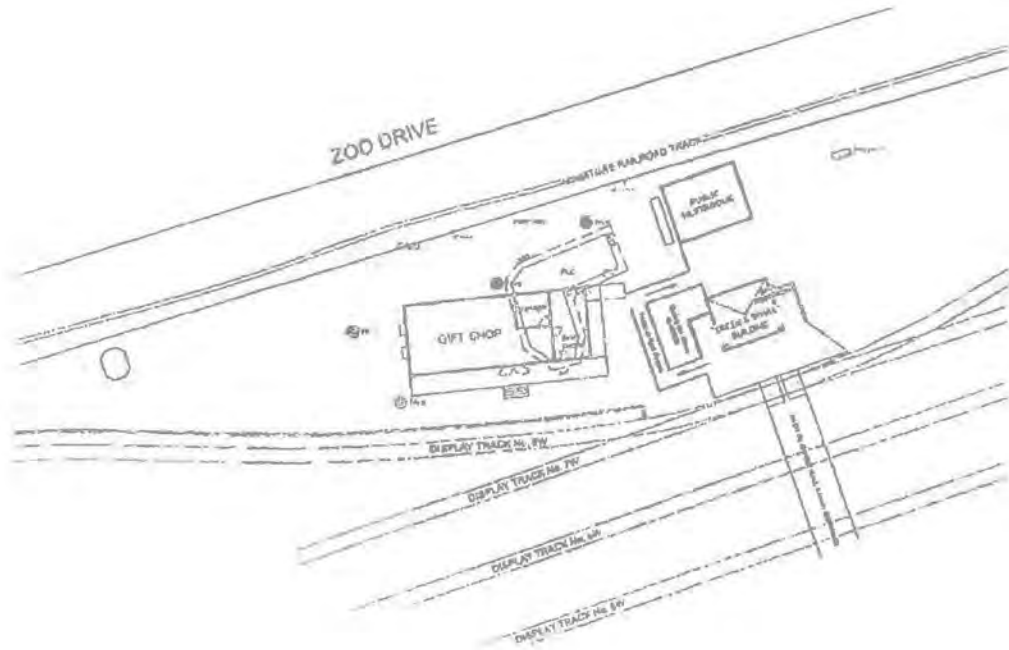
#### New Gift Shop Building

The New Gift shop will be in a more central location at the Museum. The Photo below shows the current status of the proposed site – our volunteers would remove the fencing and re-locate the materials inside the fencing to the service yard area of the museum.

DesignSpace Modular Buildings of Fontana, CA, (DSMB) has quoted us a turnkey price of \$219,000, which the ASRA/TTMF is willing to fully fund.



Below is the plan for the new building, as supplied by DSMB. Below that is a draft plan of the north side of Travel Town, with the new building outline in blue.





**Budget for Gift Shop**

The following is an abbreviated budget for the cost estimates including the income of grants from Foundations that support the work of the Travel Town Museum Foundation. Expenses above and beyond the cost of the building include furnishing the inside of the building. The old building will also need to be furnished. Fundraising and in-kind donation solicitation is on-going to cover these costs.

DSMB has given us a turnkey quote, however we need to bring the City of Los Angeles Department of Recreation and Parks Planning, Construction and Maintenance representatives and DSMB together to make sure we can work through any unforeseen issues.

**Volunteer Center Cost Estimates (2012 Estimates)**Expenses

Turn-key purchase of 24 x 60 Modular Building	198,268
Wooden deck, ramps, and steps, with tax	17,883
	<u>216,151</u>
 New Gift Shop Furnishings	 11,355
	<u>2,100</u>
Office Furnishings subtotal	2,100
<b>TOTAL EXPENSES</b>	<b>229,606</b>

Income:

Grant from Parsons Foundation	50,000
Grant from the Griffith Trust	50,000
Grant from the Ahmanson Foundation	80,000
Pledge from Universal LLC Evolution Plan Contribution	50,000
	<u>230,000</u>

Attachments

Attached please find the Proposal from Design Space Mobile Modular. We anticipate that there will need to be several meetings to approve the final placement of the new building as well as other move-in challenges.

Scheduling

Once we have had this offer accepted from the Department, we would like to get the process started and schedule any permitting meetings to make sure the installation will be seamless. The build-time for the new building is estimated to be from 2-6 months, so move in probably cannot take place until July or August of 2013. This should give the Museum volunteers time to clear

the site, the City and DSMB time to prepare the site for the piers, telephone and electrical hook-up, and the Foundation time to raise more money for furnishings and landscaping.

We look forward to hearing from you soon. We are very excited to move forward with this great improvement for the Travel Town Museum facility. If I can provide any more information please contact me at 818-822-7022, or via e-mail at [Nancy.newgiftshop@traveltown.org](mailto:Nancy.newgiftshop@traveltown.org).

Thank you again for your support!

Nancy Gneier  
Executive Director  
Travel Town Museum Foundation

Attachments:  
DesignSpace Modular Buildings Proposal

**ATTACHMENT B****BOARD OF RECREATION AND  
PARK COMMISSIONERS**BARRY A. SANDERS  
PRESIDENTW. JEROME STANLEY  
VICE PRESIDENTLYNN ALVAREZ  
SYLVIA PATSAOURAS  
JILL T. WERNERLATOMYA D. DEAN  
COMMISSION EXECUTIVE ASSISTANT II**CITY OF LOS ANGELES  
CALIFORNIA**ERIC GARCETTI  
MAYOR**DEPARTMENT OF  
RECREATION AND PARKS**221 NORTH FIGUEROA STREET  
15TH FLOOR, SUITE 1550  
LOS ANGELES, CA 90012(213) 202-2633  
FAX (213) 202-2614MICHAEL A. SHULL  
GENERAL MANAGER

December 26, 2013

Ms. Nancy Gneier, Executive Director  
American Southwestern Railway Association, Inc.  
DBA Travel Town Museum Foundation  
P. O. Box 39846  
Los Angeles, CA 90039.

**DONATION OF A MODULAR BUILDING FOR THE PROPOSED USE AS THE  
TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Ms. Gneier,

I am in receipt of your revised proposal E-mailed to the Department of Recreation and Parks (RAP) on October 2, 2013. I am also in receipt of your E-mail to RAP and Councilmember Tom LaBonge dated November 21, 2013.

Over the past year, RAP has attempted to provide the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (Foundation) with a means to donate the proposed modular building and use throughout a long-term agreement. RAP has also provided the Foundation with the option to donate the proposed modular building at no cost to the City or RAP under the terms of existing Concession Agreement No. 262. The Foundation has elected to not accept the terms of the previous RAP proposals.

The following is the current RAP proposal in response to your October 2, 2013, counter proposal. Please understand that the non-acceptance by the Foundation will create delays in the ability to present a mutually agreed upon proposal to the Board of Recreation and Park Commissioners to consider. This includes delays in presenting the item to the Mayor and Council should a proposal for a new agreement eventually be agreed upon.

**Final Proposal**

The following are RAP's terms for the proposed acceptance of the donation of a modular building and the Foundation's use as the Museum Gift Shop:

**1. Term of Agreement**

Twenty (20) years from the date of execution of the proposed agreement.



Ms. Nancy Greier, Executive Director  
 December 26, 2013  
 Page 2

2. Payment to RAP

The following monthly payments will be due to RAP on the first day of each month, and will be considered late if said payment is postmarked after the fifteenth (15th) day of the month payment is due:

Contract Years 1 through 3	\$ 1,250 per month	(\$15,000 annually)
Contract Years 4 through 6	\$ 1,550 per month	(\$18,600 annually)
Contract Years 7 through 10	\$ 1,850 per month	(\$22,200 annually)
Contract Years 11 through 15	\$ 2,050 per month	(\$24,600 annually)
Contract Years 16 through 20	\$ 2,250 per month	(\$27,000 annually)

The charges for late or delinquent payments shall be \$50.00 for each month the payment is late, plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

Note: The matter of rent reduction will not be included in the proposed agreement. All Concessionaires have the ability to request temporary rent reduction and, at the written approval of the Board, be granted such temporary rent reduction.

3. Premises

The Premises for the Museum Gift Shop will be revised to include the site proposed for the modular building, as proposed by the Foundation in the January 4, 2013, unsolicited proposal (Attachment A).

4. Donation of a New Modular Building

The Foundation will donate a modular building to RAP as described in the January 4, 2013, unsolicited proposal (Attachment A). The City and/or RAP will bear no costs associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, and/or site preparation.

5. Existing Modular Building

The Foundation will cease using the Existing Modular Building as a Gift Shop immediately upon occupancy of the donated modular building. By entering into this Agreement, the Foundation may repurpose the existing modular building as a Volunteer Center. The Foundation will be responsible for any and all costs of repairs, upkeep, maintenance and operation of the existing modular building. Before the Foundation is allowed to "reuse" the existing modular building, the Department must approve all upgrades are performed to Department standards and be compliance with the ADA regulations.

Ms. Nancy Gnsier, Executive Director  
December 26, 2013  
Page 3

6. Museum Volunteer Program

Under the direction of the designated RAP Representative, the Foundation will provide oversight of the Museum Volunteer Program, to include: 1) docent tours; 2) educational and informational outreach; 3) grounds maintenance to supplement RAP maintenance; and, 4) exhibit maintenance. The Foundation will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

Note: Clarification of the Foundation's role and relationship in the Museum Volunteer Program may be required prior to a proposed agreement being submitted to the Board for consideration.

7. Museum Restoration Program

All new restoration projects will require the Foundation to submit a written proposal for consideration by the RAP General Manager. Restoration projects will not commence until written approval by the RAP General Manager is obtained.

All current restoration projects will be completed within twelve (12) months of execution of the proposed agreement. Any current restoration projects not completed within the aforementioned timeframe will require the Foundation to submit a written proposal for consideration by the RAP General Manager in order to continue the restoration.

A list of current restoration projects approved by the RAP General Manager will be included as an exhibit to any proposed agreement prior to submission to the Board for consideration.

8. Utilities

The Foundation will assume any and all costs to install or provide electrical hook-up or connections to the new modular building.

RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building.

RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by the Foundation.

9. Insurance

The Foundation will provide and maintain insurance during the term of the Agreement in a manner and form acceptable to RAP and the City Risk Manager. Said insurance will

Ms. Nancy Gneier, Executive Director  
December 26, 2013  
Page 4

provides acceptable levels of coverage for the New Modular Building at the sole cost of the Foundation.

10. The remaining terms and conditions of a proposed agreement will be consistent with Concession Agreement No. 262.

In order to proceed with the donation of the new modular building and preparation of a new Concession Agreement, a written unconditional acceptance of the aforementioned terms, signed by an authorized agent of the Foundation on Foundation letterhead, must be received by RAP no later than 5:00 P.M. on January 13, 2014. Please send to the following address:

Department of Recreation and Parks  
Attn: Vicki Israel, Assistant General Manager  
221 North Figueroa Street  
Suite 1550  
Los Angeles, CA 90012

Upon receipt by RAP of the Foundation's written unconditional acceptance of the aforementioned RAP proposal, RAP staff will prepare the necessary documents for the Board's consideration.

Should you have any questions, please contact Robert Morales, Senior Management Analyst of the Partnership Division, at (818) 243-6488.

Sincerely,



MICHAEL A. SHULL  
General Manager

MAS/VJA:rm

Attachments

cc: Regina Adams, Executive Officer  
Vicki Israel, Assistant General Manager  
Kevin Ragan, Assistant General Manager  
Joe Salinas, Park Services Supervisor  
Noel Williams, Chief Management Analyst  
Agnos Ko, Senior Management Analyst  
Robert Morales, Senior Management Analyst  
Joel Alvarez, Senior Management Analyst

**ATTACHMENT C**



**TRAVEL TOWN MUSEUM FOUNDATION  
AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION**

**•INCORPORATED•  
POST OFFICE BOX 39846 • GRIFFITH STATION  
LOS ANGELES, CALIFORNIA 90039**

January 7, 2014

Department of Recreation and Parks  
Attn: Vicki Israel, Assistant General Manager  
221 North Figueroa Street  
15 Floor, Suite 1550  
Los Angeles, CA 90012

**DONATION OF MODULAR BUILDING TO BE USED AS  
THE TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Vicki:

We are in receipt of your letter mailed to American Southwestern Railway Association on December 26, 2013 concerning the Donation of the Modular Building for the proposed use as the Travel Town Museum Gift Shop and other Foundation assistance set out to improve the Travel Town Museum.

We are prepared to accept the provisions set out in this letter, and we ask that you please proceed with preparation of necessary documents for Commission review. If you have any questions, please feel free to contact me at 818-968-3678 (cell). We look forward to working together on the goal of improving the Travel Town Museum!

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory C. Gneier".

**GREGORY C. GNEIER**  
President  
American Southwestern Railway Assn., Inc.

cc: Craig A. Smith, Esq.

<b>Amendment to Exhibit E - Updated New Gift Shop Building Costs as of September 2016</b>	
<b>New Building</b>	<b>\$238,612</b>
Handicapped Accessible Ramp	\$62,698
Soil Prep and Grounds	\$29,428
All Permits and Fees	\$32,662
Shop Furnishings	\$25,958
<b>Total</b>	<b>\$389,357</b>
<b>Income:</b>	
Grant from Parsons Foundation	\$50,000
Grant from the Griffith Trust	\$50,000
Grant from the Ahmanson Foundation	\$80,000
CD4 AB1290 Funding	\$20,000
Community Foundation of the Verdugo	\$8,000
Griffith Trust follow-up Grant	\$20,000
Universal LLC Evolution Plan Contributi	\$50,000
Interest	\$1,615
Member and Individual Donations	\$4,115
Interior Furnishings Grant from Parson:	\$30,000
<b>TOTAL INCOME</b>	<b>\$323,730</b>
TTMF Contribution	\$65,627



DEPARTMENT OF RECREATION AND PARKS  
CONCESSION AGREEMENT NO. 262  
LIST OF CURRENT TRAVEL TOWN MUSEUM RESTORATION PROJECTS

Updated 9/20/2016

Restoration Projects	Work remaining	Status
"The Little Nugget"	Wallpaper, hang photos, paint interior, paint exterior. Get furnishings. Replicate light fixtures.	Available for display.
UPRR Dining Car 369	Interior wood refinishing, interior painting. New windows and sashes. Exterior Painting.	Available for display.
Pullman Car - Rose Bowl	Interior painting and reupholstery. Exterior Painting.	Available for display.
Pullman Car - Hunters Point	Vestibule rebuilt, Interior painting and reupholstery. Exterior Painting.	Available for display.
M-177	Upholstery, exterior painting, electrical work, air compressor still to repair.	Closed for Restoration.
SP 219 Steam locomotive	Boiler fabrication and reassembly	Closed for Restoration.

**APPROVED**  
APR 02 2014  
BOARD OF RECREATION  
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 14-081

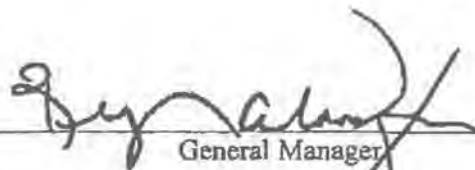
DATE April 2, 2014

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION - AMENDMENT NO. 2 TO CONCESSION CONTRACT NUMBER 262 AND DONATION OF A NEW MODULAR BUILDING

R. Adams	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
General Manager

Approved *As amended see attached*

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to Concession Contract Number 262 (Amendment), substantially in the form on file in the Board Office, between the City of Los Angeles Department of Recreation and Parks (RAP) and the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTFM), a California 501(c)(3) non-profit educational organization, for the operation of a gift shop at the Travel Town Museum, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;
3. Direct the Board Secretary to transmit the proposed Amendment concurrently to the Mayor in accordance with Executive Directive No. 3 and to the City Attorney for review and approval as to form;
4. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals; and,
5. Accept the donation of a new modular building from TTFM, subject to the condition that TTFM assume all costs and liabilities associated with the procurement, permitting,

## REPORT OF GENERAL MANAGER

PG. 2 NO. 14-081

delivery, and installation of the new modular building.

SUMMARY:

The Travel Town Museum (Museum) is located at 5200 Zoo Drive in Griffith Park and is host to a display of trains and train cars, and other vehicles that represents the history of transportation. The RAP Park Services group operates and maintains the Museum which is open to the public free of charge. The Museum is visited each week by hundreds of youths and adults who are interested in the history of trains.

The American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF) is a 501(c)(3) non-profit educational organization, and began its partnership with the Museum in 1987 by providing volunteers for docent tours and general maintenance and restoration of the trains and train cars.

TTMF currently operates the Travel Town Gift Shop Concession through Concession Agreement No. 262 which was executed on September 23, 2009, for a term of one-year with five (5) options to renew. TTMF also provides volunteers for tours, grounds maintenance, Museum events, and train restorations. Miniature Train Rides and a Snack Stand are operated through concession agreements with different business entities.

On January 4, 2013, TTMF submitted an unsolicited proposal to donate and install, at no cost to RAP, a new modular building for use by TTMF as the Travel Town Gift Shop (Attachment A). RAP entered into discussions with TTMF regarding specific terms of the donation which produced several counter-offers. On December 26, 2013, the General Manager sent written correspondence to TTMF with a final proposal (Attachment B). On January 7, 2014, TTMF accepted the final proposal (Attachment C).

As part of the proposed Amendment, TTMF will donate a new modular building to RAP to be used as the new gift shop building for TTMF during the extended term of the Concession Agreement. TTMF will pay all costs to procure, deliver and install the building and obtain all required permits and licenses. TTMF will also be responsible for all liabilities associated with the delivery and installation of the new modular building.

Revenue generated from the Gift Shop is used by TTMF to fund train restoration projects, educational programs, and for operating expenses.

Amendment to Concession Agreement No. 262

The current contract is termed to expire on September 22, 2015. TTMF currently pays 5% of total gross receipts to RAP as rent. In 2013, TTMF paid \$13,231 as rent to RAP. The Amendment will revise the following sections of the current contract:

## REPORT OF GENERAL MANAGER

PG. 3

NO. 14-0811. Term

The term of the contract will be extended by twenty (20) years effective the date of execution of the Amendment.

2. Rent Payment to RAP (Flat-Fee)

Contract Years 1 through 3	\$ 1,250 per month	(\$15,000 annually)
Contract Years 4 through 6	\$ 1,550 per month	(\$18,600 annually)
Contract Years 7 through 10	\$ 1,850 per month	(\$22,200 annually)
Contract Years 11 through 15	\$ 2,050 per month	(\$24,600 annually)
Contract Years 16 through 20	\$ 2,250 per month	(\$27,000 annually)

3. Premises

The Premises for the Travel Town Museum Gift Shop will be revised to include the site for proposed for the modular building by TTMF in the January 4, 2013, unsolicited proposal.

4. Donation of New Modular Building

TTMF will donate a modular building to RAP as described in the January 4, 2013, unsolicited proposal (Attachment A). The City and/or RAP will bear no costs or liabilities associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, and/or site preparation. The installation of the modular building will be completed within twelve (12) months from the execution of this Amendment. Failure to complete the installation of the modular building will be a material breach of contract, in which case RAP may terminate the contract.

5. Existing Modular Building

TTMF will cease using the Existing Modular Building as a Gift Shop immediately upon occupancy of the donated modular building. TTMF will be responsible for any and all costs of repairs, upkeep, maintenance, and operation of the existing modular building. Before TTMF is allowed to "reuse" the existing modular building, RAP must approve all upgrades performed to ensure compliance with Department standards and with the Americans with Disabilities Act (ADA) regulations.

6. Museum Volunteer Program

Under the direction of the designed RAP Representative, TTMF will provide oversight of the Museum Volunteer Program, to include: 1) docent tours; 2) educational and informational outreach; 3) grounds maintenance to supplement RAP maintenance; and, 4) exhibit maintenance. TTMF will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

## REPORT OF GENERAL MANAGER

PG. 4

NO. 14-081**7. Museum Restoration Program**

All new restoration projects require TTMF to submit a written proposal for consideration by the RAP General Manager. Proposed restoration projects will not commence until written approval by the RAP General Manager is obtained by TTMF.

All current restoration projects will be completed within twelve (12) months of execution of the proposed Amendment. Any current restoration project not completed within the twelve (12) month timeframe will require TTMF to submit a written proposal for consideration by the RAP General Manager. The proposed continuation of an existing restoration project will not continue until written approval by the RAP General Manager is obtained by TTMF.

A list of current restoration projects is included as an exhibit to the proposed Amendment. The City and/or RAP will bear no costs associated with any current or proposed Museum Restoration Program project and is not obligated to fund or provide any form of service for such projects, unless approved in writing by the RAP General Manager.

**8. Utilities**

TTMF will assume any and all costs to install or provide electrical hook-up or connections to the new modular building. RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building (gift shop). As stated in the current contract, RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by TTMF.

Staff recommends the approval of the Amendment in order to allow TTMF to donate the new modular building and continue providing tours, education programs, grounds maintenance, and restoration projects at the Museum.

The Office of Councilmember Tom LaBonge (Fourth Council District), has concurred with RAP staff's recommendations regarding accepting the donation of the modular building and provided \$20,000 in AB 1290 funds to TTMF to help purchase the modular building to replace the existing gift shop (Council Motion No. 13-0634).

**Charter Section 1022**

Los Angeles City Charter Section 1022 prohibits contracting out work that could be done by City employees unless the Board determines it is more economical and/or feasible to contract out the service.

On July 20, 2012, the Personnel Department completed a Charter Section 1022 review as part of the process for Concession Agreement No. 262. The Personnel Department determined that

## REPORT OF GENERAL MANAGER

PG. 5

NO. 14-081

there were no City classifications with the expertise to perform essential aspects of the work, including all aspects of operating a souvenir stand or gift shop. It is therefore more feasible to secure these services through an independent contractor.

ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the proposed Amendment with TTMF will continue to allow the Travel Town Gift Shop to be used for operations involving no expansion of use, and, therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

TTMF will pay \$447,600 to RAP over the extended twenty year term of the Operating Agreement. Of that amount, \$313,320, or Seventy Percent (70%), of the revenue will be deposited into RAP's General Fund (Fund 302, Department 88); \$89,520, or Twenty Percent (20%), will be deposited into the Travel Town Development Account (Fund 302, Department 89, Account 89980D); and, \$44,760, or Ten Percent (10%), will be deposited into the Concession Improvement Account (Fund 302, Department 89, Account 89070K).

This report was prepared by Joel Alvarez, Senior Management Analyst, and Robert Morales, Senior Management Analyst, Partnership Division.

## ATTACHMENT A



**Travel Town Museum Foundation**  
 American Southwestern Railway Association, Inc  
 P.O. Box 39846, Griffith Station  
 Los Angeles, CA 90039

January 4, 2013

Robert Morales  
 City of Los Angeles  
 Department Recreation and Parks  
 221 N. Figueroa St. Suite 1550,  
 Los Angeles, CA 90012

Dear Mr. Morales,

The American Southwestern Railway Association, doing business as the *Travel Town Museum Foundation* (TTMF), would like to make the offer of a new Gift Shop building to the Department of Recreation and Parks for the Travel Town Museum. The new building would be a modular structure, centrally located on Museum grounds near the existing restrooms. The building project would greatly improve an unplanted dirt area at the museum and help improve the entire facility. The new gift shop would offer a larger retail space than the current gift shop, enabling the store to offer a greater selection of merchandise to better serve the Museum's visitors.

As part of the project, the TTMF would like to repurpose the current gift shop space as a Volunteer Center and Program Office. The Volunteer center would house a Library and Conference Room where the volunteers and members of the public could conduct research. There would be an office for the Program Manager and locker area for volunteers to store personal belongings while serving at the Museum.

The new building, as well as the repurposing of the existing building, would be done as a donation to Museum with funds raised for that purpose. The ASRA/TTMF anticipates continuing the operation of the Gift Shop concession under the current Concession Agreement, at least for the remaining 5 years stipulated in the agreement.

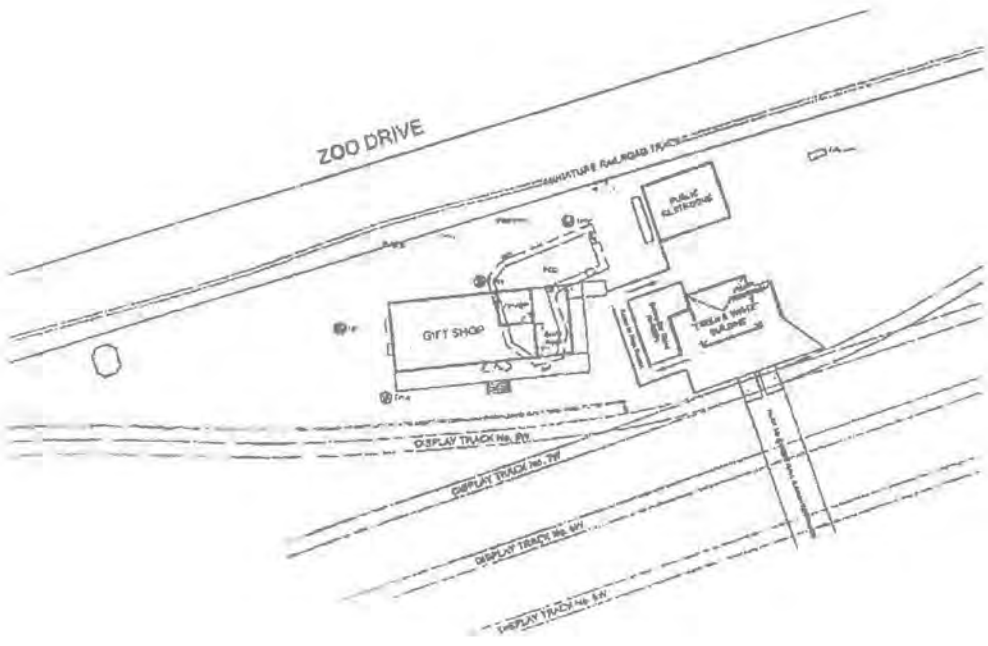
#### New Gift Shop Building

The New Gift shop will be in a more central location at the Museum. The Photo below shows the current status of the proposed site – our volunteers would remove the fencing and re-locate the materials inside the fencing to the service yard area of the museum.

DesignSpace Modular Buildings of Fontana, CA, (DSMB) has quoted us a turnkey price of \$219,000, which the ASRA/TTMF is willing to fully fund.



Below is the plan for the new building, as supplied by DSMB. Below that is a draft plan of the north side of Travel Town, with the new building outline in blue.





#### Budget for Gift Shop

The following is an abbreviated budget for the cost estimates including the Income of grants from Foundations that support the work of the Travel Town Museum Foundation. Expenses above and beyond the cost of the building include furnishing the inside of the building. The old building will also need to be furnished. Fundraising and in-kind donation solicitation is on-going to cover these costs.

DSMB has given us a turnkey quote, however we need to bring the City of Los Angeles Department of Recreation and Parks Planning, Construction and Maintenance representatives and DSMB together to make sure we can work through any unforeseen issues.

#### **Volunteer Center Cost Estimates (2012 Estimates)**

##### Expenses

Turn-key purchase of 24 x 60 Modular Building	198,268
Wooden deck, ramps, and steps, with tax	17,883
	<u>216,151</u>
New Gift Shop Furnishings	11,355
	<u>2,100</u>
Office Furnishings subtotal	2,100
<b>TOTAL EXPENSES</b>	<b>229,606</b>

##### Income:

Grant from Parsons Foundation	50,000
Grant from the Griffith Trust	50,000
Grant from the Ahmanson Foundation	80,000
Pledge from Universal LLC Evolution Plan Contribution	50,000
	<u>230,000</u>

#### Attachments

Attached please find the Proposal from Design Space Mobile Modular. We anticipate that there will need to be several meetings to approve the final placement of the new building as well as other move-in challenges.

#### Scheduling

Once we have had this offer accepted from the Department, we would like to get the process started and schedule any permitting meetings to make sure the installation will be seamless. The build-time for the new building is estimated to be from 2-6 months, so move in probably cannot take place until July or August of 2013. This should give the Museum volunteers time to clear

the site, the City and DSMB time to prepare the site for the piers, telephone and electrical hook-up, and the Foundation time to raise more money for furnishings and landscaping.

We look forward to hearing from you soon. We are very excited to move forward with this great improvement for the Travel Town Museum facility. If I can provide any more information please contact me at 818-822-7022, or via e-mail at [Nancy.newgiftshop@traveltown.org](mailto:Nancy.newgiftshop@traveltown.org).

Thank you again for your support!

Nancy Gneier  
Executive Director  
Travel Town Museum Foundation

Attachments:  
DesignSpace Modular Buildings Proposal

**ATTACHMENT B****BOARD OF RECREATION AND  
PARK COMMISSIONERS**BARRY A. SANDERS  
PRESIDENTW. JEROME STANLEY  
VICE PRESIDENTLYNN ALVAREZ  
SYLVIA PATSAOURAS  
JILL T. WERNERLATONYA D. DEAN  
COMMISSION EXECUTIVE ASSISTANT II**CITY OF LOS ANGELES**  
CALIFORNIAERIC GARCETTI  
MAYOR**DEPARTMENT OF  
RECREATION AND PARKS**221 NORTH FIGUEROA STREET  
15TH FLOOR, SUITE 1600  
LOS ANGELES, CA 90012(213) 202-2633  
FAX (213) 202-2614MICHAEL A. SHULL  
GENERAL MANAGER

December 26, 2013

Ms. Nancy Gneier, Executive Director  
American Southwestern Railway Association, Inc.  
DBA Travel Town Museum Foundation  
P. O. Box 39846  
Los Angeles, CA 90039.

**DONATION OF A MODULAR BUILDING FOR THE PROPOSED USE AS THE  
TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Ms. Gneier,

I am in receipt of your revised proposal E-mailed to the Department of Recreation and Parks (RAP) on October 2, 2013. I am also in receipt of your E-mail to RAP and Councilmember Tom LaBonge dated November 21, 2013.

Over the past year, RAP has attempted to provide the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (Foundation) with a means to donate the proposed modular building and use throughout a long-term agreement. RAP has also provided the Foundation with the option to donate the proposed modular building at no cost to the City or RAP under the terms of existing Concession Agreement No. 262. The Foundation has elected to not accept the terms of the previous RAP proposals.

The following is the current RAP proposal in response to your October 2, 2013, counter proposal. Please understand that the non-acceptance by the Foundation will create delays in the ability to present a mutually agreed upon proposal to the Board of Recreation and Park Commissioners to consider. This includes delays in presenting the item to the Mayor and Council should a proposal for a new agreement eventually be agreed upon.

**Final Proposal**

The following are RAP's terms for the proposed acceptance of the donation of a modular building and the Foundation's use as the Museum Gift Shop:

**1. Term of Agreement**

Twenty (20) years from the date of execution of the proposed agreement.



Ms. Nancy Gneier, Executive Director  
 December 26, 2013  
 Page 2

2. Payment to RAP

The following monthly payments will be due to RAP on the first day of each month, and will be considered late if said payment is postmarked after the fifteenth (15th) day of the month payment is due:

Contract Years 1 through 3	\$ 1,250 per month	(\$15,000 annually)
Contract Years 4 through 6	\$ 1,550 per month	(\$18,600 annually)
Contract Years 7 through 10	\$ 1,850 per month	(\$22,200 annually)
Contract Years 11 through 15	\$ 2,050 per month	(\$24,600 annually)
Contract Years 16 through 20	\$ 2,250 per month	(\$27,000 annually)

The charges for late or delinquent payments shall be \$50.00 for each month the payment is late, plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

Note: The matter of rent reduction will not be included in the proposed agreement. All Concessionaires have the ability to request temporary rent reduction and, at the written approval of the Board, be granted such temporary rent reduction.

3. Premises

The Premises for the Museum Gift Shop will be revised to include the site proposed for the modular building, as proposed by the Foundation in the January 4, 2013, unsolicited proposal (Attachment A).

4. Donation of a New Modular Building

The Foundation will donate a modular building to RAP as described in the January 4, 2013, unsolicited proposal (Attachment A). The City and/or RAP will bear no costs associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, and/or site preparation.

5. Existing Modular Building

The Foundation will cease using the Existing Modular Building as a Gift Shop immediately upon occupancy of the donated modular building. By entering into this Agreement, the Foundation may repurpose the existing modular building as a Volunteer Center. The Foundation will be responsible for any and all costs of repairs, upkeep, maintenance and operation of the existing modular building. Before the Foundation is allowed to "reuse" the existing modular building, the Department must approve all upgrades are performed to Department standards and be compliance with the ADA regulations.

Ms. Nancy Gneier, Executive Director  
December 26, 2013  
Page 3

6. Museum Volunteer Program

Under the direction of the designated RAP Representative, the Foundation will provide oversight of the Museum Volunteer Program, to include: 1) docent tours; 2) educational and informational outreach; 3) grounds maintenance to supplement RAP maintenance; and, 4) exhibit maintenance. The Foundation will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

Note: Clarification of the Foundation's role and relationship in the Museum Volunteer Program may be required prior to a proposed agreement being submitted to the Board for consideration.

7. Museum Restoration Program

All new restoration projects will require the Foundation to submit a written proposal for consideration by the RAP General Manager. Restoration projects will not commence until written approval by the RAP General Manager is obtained.

All current restoration projects will be completed within twelve (12) months of execution of the proposed agreement. Any current restoration projects not completed within the aforementioned timeframe will require the Foundation to submit a written proposal for consideration by the RAP General Manager in order to continue the restoration.

A list of current restoration projects approved by the RAP General Manager will be included as an exhibit to any proposed agreement prior to submission to the Board for consideration.

8. Utilities

The Foundation will assume any and all costs to install or provide electrical hook-up or connections to the new modular building.

RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building.

RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by the Foundation.

9. Insurance

The Foundation will provide and maintain insurance during the term of the Agreement in a manner and form acceptable to RAP and the City Risk Manager. Said insurance will

Ms. Nancy Gneier, Executive Director  
December 26, 2013  
Page 4

provide acceptable levels of coverage for the New Modular Building at the sole cost of the Foundation.

10. The remaining terms and conditions of a proposed agreement will be consistent with Concession Agreement No. 262.

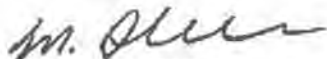
In order to proceed with the donation of the new modular building and preparation of a new Concession Agreement, a written unconditional acceptance of the aforementioned terms, signed by an authorized agent of the Foundation on Foundation letterhead, must be received by RAP no later than 5:00 P.M. on January 13, 2014. Please send to the following address:

Department of Recreation and Parks  
Attn: Vicki Israel, Assistant General Manager  
221 North Figueroa Street  
Suite 1550  
Los Angeles, CA 90012

Upon receipt by RAP of the Foundation's written unconditional acceptance of the aforementioned RAP proposal, RAP staff will prepare the necessary documents for the Board's consideration.

Should you have any questions, please contact Robert Morales, Senior Management Analyst of the Partnership Division, at (818) 243-6488.

Sincerely,



MICHAEL A. SHULL  
General Manager

MAS/VJA:mm

Attachments

cc: Regina Adams, Executive Officer  
Vicki Israel, Assistant General Manager  
Kevin Rogan, Assistant General Manager  
Joe Salasos, Park Services Supervisor  
Noel Williams, Chief Management Analyst  
Agnes Ko, Senior Management Analyst  
Robert Morales, Senior Management Analyst  
Jose Alvarez, Senior Management Analyst

**ATTACHMENT C**



**TRAVEL TOWN MUSEUM FOUNDATION**  
**AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION**  
•INCORPORATED•  
POST OFFICE BOX 39846 • GRIFFITH STATION  
LOS ANGELES, CALIFORNIA 90039

January 7, 2014

Department of Recreation and Parks  
Attn: Vicki Israel, Assistant General Manager  
221 North Figueroa Street  
15 Floor, Suite 1550  
Los Angeles, CA 90012

**DONATION OF MODULAR BUILDING TO BE USED AS  
THE TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Vicki:

We are in receipt of your letter mailed to American Southwestern Railway Association on December 26, 2013 concerning the Donation of the Modular Building for the proposed use as the Travel Town Museum Gift Shop and other Foundation assistance set out to improve the Travel Town Museum.

We are prepared to accept the provisions set out in this letter, and we ask that you please proceed with preparation of necessary documents for Commission review. If you have any questions, please feel free to contact me at 818-968-3678 (cell). We look forward to working together on the goal of improving the Travel Town Museum!

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory C. Gneier".

GREGORY C. GNEIER  
President  
American Southwestern Railway Assn., Inc.

cc: Craig A. Smith, Esq.

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING  
BOARD OF RECREATION AND PARK COMMISSIONERS  
APRIL 2, 2014

14-081

TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION –  
AMENDMENT NO. 2 TO CONCESSION CONTRACT NUMBER  
262 AND DONATION OF A NEW MODULAR BUILDING

Pursuant to advice provided by the City Attorney, President Alvarez recused herself from acting on this item.

After President Alvarez exited the room, the meeting was chaired by Vice President Zuñiga.

Based on comments provided in the Concession Task Force meeting, Noel Williams, Chief Accounting Employee, amended the contract to state that only for the financial information, that in Year Five of the operation of the Agreement, staff would begin evaluating and negotiating with the Non-Profit for financial terms to take effect during Year Seven. Those terms would be either the greater of 5% of revenues, or the stated amount which is in the contract for the next evaluation period.

The above item was presented to the Board by Department staff, and the Board further discussed the item in detail. Public comment was invited on the item. Six requests for public comment were received and such comment was made to the Commission.

It was moved by Commissioner Patsouras, seconded by Commissioner Sanford, that General Manager's Report 14-081 be approved as amended, and that the Resolutions recommended in the report be thereby approved. There being no objections, the Motion was unanimously approved.



BOARD OF RECREATION  
AND PARK COMMISSIONERS

2015 JUL 10 AM 11:32

BOARD DOCUMENTATION NO. 1119

<b>TRANSMITTAL</b>			0150-08808-0002
TO The Board of Recreation and Park Commissioners The City Attorney	DATE JUL 09 2015	COUNCIL FILE NO.	
FROM The Mayor	COUNCIL DISTRICT 4		
<p><b>Amendment to Concession Agreement No. 262 for the Operation and Maintenance of the Travel Town Museum Gift Shop Concession</b></p> <p>Transmitted for your consideration. See the City Administrative Officer report attached.</p>  <p>_____ MAYOR</p>			
MAS:1GC:081800031			

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: 07-08-15	C.D. No. 4	CAO File No.: 0150-06808-0002				
Contracting Department/Bureau: Recreation and Parks		Contact: Agnes Ko					
Reference: Letter to the Mayor from the Board of Recreation and Park Commissioners dated May 23, 2014; referred by the Mayor on May 28, 2014							
Purpose of Contract: Amendment to the Concession Agreement with American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation for the operation and maintenance of the Travel Town Museum Gift Shop							
Type of Contract: ( ) New contract (X) Amendment		Contract Term Dates: (Original) One year from date of execution with two one-year renewal options (1 <sup>st</sup> Amendment) add three one-year renewal options (2 <sup>nd</sup> Amendment) add 20 years from date of execution					
Contract/Amendment Amount: \$447,600 (amendment amount over 20 years)							
Proposed amount \$447,600 (over 20 years) + Prior award(s) Unknown (Information requested but not yet provided) = Total \$447,600							
Source of funds: Not applicable							
Name of Contractor: American Southwestern Railway Association, Inc. DBA Travel Town Museum Foundation PO Box 30845 Los Angeles, CA 90039							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose		X		a. Equal Employment Opportunity/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**

The City of Los Angeles (City), through the Board of Recreation and Park Commissioners (Board) and Department of Recreation and Parks (Department), owns the Travel Town Museum and the Travel Town Museum Gift Shop (Concession) located at 5200 Zoo Drive in Council District 4. Prior to the initial agreement, the Department reports that the American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation (TTMF) has been operating the Concession under a permit dated January 2000, which converted to a month-to-month basis on December 9, 2005.

In December 2008, the Board approved an Agreement between the City and TTMF, a 501(c)(3) non-profit educational organization, for the operation and maintenance of the Concession for a term of one year with two one-year options to renew. In August 2012, the Board approved the first amendment to include three additional one-year options to renew. The Board made a determination to exempt competitive bidding and approved the first amendment because Department staff anticipated that construction activities related to the Los Angeles Department of Water and Power's

		
LGC Analyst 08150003	Assistant CAO	City Administrative Officer

River Supply Conduit Project (Project) in Griffith Park would make it unlikely to attract proposers with desirable terms. Staff was instructed to develop a Request for Proposals for the Concession, for immediate release once the Project is complete.

At its meeting of April 2, 2014, the Board approved a proposed second Amendment to extend the Agreement by an additional 20 years. The proposed second Amendment changes the rental fee schedule, boundaries of the premises, agreement to include the donation of a new modular building and repurposing of the existing modular building, involvement of TTMF with the Museum Volunteer Program, requirements for museum restoration projects, and payment of utilities. However the Board did not make a finding for exempting the competitive bidding process.

Under the terms of the proposed second amendment, the term will be extended by twenty years effective on the date of execution. The rental fee will be \$1,250 per month (\$15,000 annually) for Years 1 through 3, \$1,550 per month (\$18,600 annually) for Years 4 through 6, \$1,850 per month (\$22,200 annually) for Years 7 through 10, \$2,050 per month (\$24,600 annually) for Years 11 through 15, and \$2,250 per month (\$27,000 annually) for Year 16 through 20. The terms further indicate that during Year 5 of the amendment, the Department will evaluate the Concession's financial information, negotiate with the Concessionaire, and recommend to the Board whether the terms of the rental payment should be further revised to be the greater of either five percent of gross revenue generated at the Concession or the established rental fee, to be made effective at the beginning of Year 7.

The proposed second Amendment also includes the donation of a new modular building from TTMF to be used as the new site for the gift shop and refurbishment of the old modular building. The Department will have to first approve all upgrades performed prior to TTMF being able to use the existing modular building for another purpose.

In accordance with the requirements of the California Environmental Quality Act (CEQA), the Department determined that the proposed second Amendment would consist of allowing the Travel Town Gift Shop to be used for operations involving no expansion of use, and therefore is exempt from the provisions of CEQA, pursuant to Article III, Section 1, Class 1, Category 14 of the City's CEQA Guidelines.

Council approval of the proposed second Amendment to the Agreement is not required because although the cumulative term exceeds three years, the estimated annual payments to the City do not exceed \$141,949.

## RECOMMENDATION

That the Mayor:

- a) Return the proposed second Amendment to the Concession Agreement between the City of Los Angeles and American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation without action to the Board of Recreation and Park Commissioners; and
- b) Request the Board of Recreation and Park Commissioners to make a finding on the basis for exempting the City's competitive bidding requirements for the proposed second Amendment.

**FISCAL IMPACT STATEMENT**

The American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation (TTMF) shall continue to pay five percent of the total gross receipts to the Recreation and Parks as rent as outlined in its current contract which expires on September 22, 2015. There is no known impact on the General Fund. To the extent applicable, the recommendation above complies with the City's Financial Policies in that user charges and fees are set to support the full cost of operations for which the fees are charged.

**Attachments**

*MAS. LC.08160003*



**REVISED AMENDMENT NO. 2 TO  
CONCESSION AGREEMENT NO. 262  
FOR THE OPERATION AND MAINTENANCE OF THE  
TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION**

THIS AMENDMENT NO. 2A TO CONCESSION AGREEMENT NO. 262 (AMENDMENT) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation (CITY), acting by and through its Board of Recreation and Park Commissioners (BOARD), and AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION, INC., dba TRAVEL TOWN MUSEUM FOUNDATION, a California 501(c)(3) non-profit educational organization, (CONCESSIONAIRE).

WITNESSETH

WHEREAS, CITY has chosen to serve the public by providing a souvenir stand at Travel Town in Griffith Park through a concession operator; and,

WHEREAS, CITY previously selected CONCESSIONAIRE to operate the Travel Town Museum Gift Shop (CONCESSION) in accordance with the terms and conditions of Concession Agreement No. 262 as amended (AGREEMENT); and,

WHEREAS, the AGREEMENT was executed on September 23, 2009, and encompassed all rights and duties of the parties; and,

WHEREAS, the AGREEMENT was amended on February 20, 2013 to extend the AGREEMENT term to one (1) year, effective on February 20, 2013, with five (5) one (1) year options to renew, at the sole discretion of the GENERAL MANAGER; and,

WHEREAS, CONCESSIONAIRE has submitted an unsolicited proposal (Exhibit F) to donate a new modular building to be used as the Travel Town Museum Gift Shop; and,

WHEREAS, CONCESSIONAIRE has agreed to assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building; and,

WHEREAS, it is in the CITY's best interest to accept the donation of a new modular building and continue services with CONCESSIONAIRE, who has demonstrated its capability to perform said services; and,

WHEREAS, the principal purpose of CITY in entering into this AGREEMENT is to serve the public by providing a quality souvenir stand, historic restoration, historic interpretation of facilities and equipment at Travel Town, and volunteer management services; and,

WHEREAS, BOARD finds, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as it lacks available personnel in its employ with sufficient time and expertise to undertake these specialized professional services; and,

WHEREAS, BOARD finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable and impractical because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT for the improvement, operation, and maintenance of CONCESSION; and,

WHEREAS, the Board finds, in accordance with Los Angeles Administrative Code Section 10.15(a)(10), that it does not require competitive bids for contracts for the performance of professional, scientific, expert, technical, or other special services where not practicable with or advantageous to the CITY's interests; and,

WHEREAS, CONCESSIONAIRE's distinction as a California 501(c)(3) non-profit educational organization allows all of CONCESSIONAIRE's profits from the CONCESSION to be reinvested directly into the expert historic restoration, interpretation, and maintenance of Travel Town grounds and equipment; and,

WHEREAS it is not advantageous to the CITY's interest to introduce a competitive proposal process because CONCESSIONAIRE possesses specific expert and technical knowledge and skills related to Travel Town equipment and history, which are required to successfully operate the Gift Shop, volunteer program, and restoration program; and,

WHEREAS, CONCESSIONAIRE's extensive experience managing the gift shop, volunteer programs, restoration programs, and educational programs; coupled with a deep knowledge of the history of Los Angeles Railroads and their impact on the development of this region is unique to CONCESSIONAIRE; and,

WHEREAS, Los Angeles Administrative Code Section 10.17 does not require competitive proposals for contracts for the performance of professional, scientific, expert, or technical services where not reasonably practicable and compatible with the CITY's interests; and,

WHEREAS, it is not compatible with the CITY's interests to introduce a competitive proposal process because CONCESSIONAIRE provides expert and technical services which are only accessible to CITY through relationships maintained by CONCESSIONAIRE with local artists, historians, organizations, and vendors.

THEREFORE, the parties to the AGREEMENT hereby mutually agree to amend the AGREEMENT as follows:

1. SECTION 3. PREMISES

Replace the first paragraph with the following paragraph:

"The PREMISES (Exhibit A) subject to this AGREEMENT are located at: 5200 Zoo Drive, Los Angeles, CA 90027. The PREMISES shall include the site proposed for the new modular building (designated as Point A), and the site of the existing modular building, previously used as the Travel Town Museum Gift Shop, as depicted in Exhibit A (designated as Point B). The new modular building shall be designed and located as proposed by CONCESSIONAIRE in the January 4, 2013 unsolicited proposal (Exhibit E)."

2. SECTION 4. TERM OF AGREEMENT

Replace the first paragraph with the following:

"The term of the AGREEMENT shall be ten (10) years with one (1) five (5) year option to renew at the sole discretion of the GENERAL MANAGER. Said term shall begin on the effective date of execution of this AMENDMENT."

### 3. SECTION 6. RENTAL FEE AND PAYMENT

Replace the first paragraph and corresponding percentage of gross receipts with the following:

"As part of the consideration for CITY's granting the concession rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly rental fee as follows:

Agreement Years 1 through 3	\$ 1,250.00 per month
Agreement Years 4 and 5	\$ 1,550.00 per month
Agreement Years 6 through 10	\$ 1,850.00 per month
Renewal Option Years 11 through 15	\$ 2,050.00 per month

If GENERAL MANAGER chooses to exercise the option to renew, prior to the execution of the renewal option, GENERAL MANAGER shall evaluate the financial performance of CONCESSION for Contract Years 1 through 10, and recommend to BOARD either of two options to begin with Contract Year 11: 1) To remain with the aforementioned monthly rental fee established by this Amendment; or, 2) Propose a contract amendment to adjust the monthly rental fee to be the greater of either five percent (5%) of gross revenue generated by CONCESSIONAIRE, or the established rental fee for the respective Contract Year.

In addition to the aforementioned monthly rental fee, CONCESSIONAIRE shall provide technical assistance and in-kind services directly benefitting the public at Travel Town, with a value equivalent to no less than fifteen percent (15%) of gross revenue generated by CONCESSIONAIRE per AGREEMENT year. Documentation detailing these technical and in-kind services and their associated value must be provided to the DEPARTMENT annually for each preceding calendar year's operations (Exhibit E). Failure of CONCESSIONAIRE to provide technical assistance and in-kind services at Travel Town with a value of a minimum of fifteen percent (15%) of gross revenue generated by CONCESSIONAIRE is a material breach of this AGREEMENT and is subject to the termination of this AGREEMENT at the discretion of the GENERAL MANAGER. CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment or any other benefits provided for herein, for the performance of technical assistance and in-kind services with a value which exceeds fifteen percent (15%) of gross revenue generated by CONCESSIONAIRE per AGREEMENT year.

Both CITY and CONCESSIONAIRE agree that such determination and recommendation will be at the sole discretion of the GENERAL MANAGER, BOARD, and CITY."

### 4. SECTION 9. OPERATING RESPONSIBILITIES

Replace Section 9.M "Utilities" with the following:

"CITY shall pay for all utilities except for electricity, telephone, and internet. Electrical utilities shall be sub-metered for both the existing modular building and the donated modular building. CONCESSIONAIRE shall reimburse the DEPARTMENT for all electricity costs reported by the existing modular building and donated modular building sub-meters.



CONCESSIONAIRE shall assume any and all costs to install or provide electrical hook-up or connections to the new modular building. CITY will not be responsible for any costs associated with the installation of utility hook-ups or for any other utilities (e.g., water, gas, telephone) which may or may not be used at the new modular building.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, air conditioning systems, electrical apparatus, or wires furnished to PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water shall be utilized by CONCESSIONAIRE in the most efficient manner possible. CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.”

Include the following as Section 9.T “Museum Volunteer Program”:

“Under the direction of the designated CITY representative, CONCESSIONAIRE will provide oversight of the Museum Volunteer Program, to include:

- a) Docent tours;
- b) Educational and informational outreach;
- c) Grounds maintenance to supplement CITY maintenance; and,
- d) Exhibit development and maintenance.

CONCESSIONAIRE will actively assist CITY in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.”

Include the following as Section 9.U “Museum Restoration Program”:

“All new restoration projects require CONCESSIONAIRE to submit a written proposal for consideration by the GENERAL MANAGER. Proposed restoration projects will not commence until written approval by the GENERAL MANAGER is obtained by CONCESSIONAIRE.

Progress on all current restoration projects will be reported every twelve (12) months to the GENERAL MANAGER, along with a projected work plan with completion dates for approval. CONCESSIONAIRE shall not commence work detailed in the projected work plan until written approval by the GENERAL MANAGER is obtained. A list of the current Travel Town Museum restoration projects overseen by CONCESSIONAIRE is included as Exhibit E.

CITY will bear no costs associated with any current or proposed Museum Restoration Program project (Exhibit G) and is not obligated to fund or provide any form of service for such projects, unless approved in writing by the GENERAL MANAGER."

5. SECTION 17. TAXES, PERMITS, AND LICENSES

Replace section 17.D. with the following:

"Pursuant to Article 1.3 of the Los Angeles Municipal Code (LAMC), Commercial Tenant's Occupancy Tax (Occupancy Tax), CONCESSIONAIRE must pay an occupancy tax in connection with the use of City of Los Angeles Department of Recreation and Parks (RAP) facilities pursuant to the Permit. The Occupancy Tax payment is calculated at One Dollar and Forty-Eight Cents (\$1.48) per One Thousand Dollars (\$1,000.00) or less of "charges" attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of "charges" or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). For the purposes of applying the Occupancy Tax, "Charges" are defined in LAMC Article 1.3, Section 21.3.2.e as follows:

"Charges shall include all amounts paid by tenant to a lessor for services performed, materials used, or utilities or facilities furnished by the lessor on the premises or in connection with the tenant's use, possession or the right to possess the premises. Charges shall also include any charges paid by a tenant to a lessor for the use or possession of land, or the right to use or possess land other than that upon which the building or structure is located but which is used or possessed or is available for use or possession by a tenant for purposes related to his tenancy. Charges shall also include all amounts paid as prepaid rent."

The charges for late or delinquent payments shall be Fifty Dollars (\$50.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount."

6. SECTION 11. IMPROVEMENTS

Include the following as Section 11.D "Donation of Modular Building":

"CONCESSIONAIRE will donate a modular building to CITY as described in the CONCESSIONAIRE's January 4, 2013, unsolicited proposal (Exhibit F), and shall assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building. (Exhibit H). CITY will bear no costs, and shall not be responsible for any CONCESSIONAIRE activities, actions, or liabilities associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, insurance, and/or site preparation. CONCESSIONAIRE shall utilize the donated modular building for Gift Shop operations.

CONCESSIONAIRE will cease using the existing modular building immediately upon occupancy of the donated modular building. Before CONCESSIONAIRE is allowed to reuse the existing modular building, CITY must approve all upgrades performed by CONCESSIONAIRE at no cost to CITY to ensure compliance with DEPARTMENT standards and with the Americans with Disabilities Act (ADA) regulations.

CONCESSIONAIRE must submit a written proposal to the GENERAL MANAGER, to be reviewed in good faith and in a timely manner, for approval detailing improvements and projected use of the existing modular building. Said proposal shall include operating hours and projected public access plan. Said proposal must be approved by GENERAL MANAGER before CONCESSIONAIRE may reuse the existing modular building.

After receiving approval to reuse the existing modular building, CONCESSIONAIRE shall utilize it as a research library and volunteer break room. If CONCESSIONAIRE wishes to utilize the existing modular building for any other purpose, CONCESSIONAIRE must submit a written request to the DEPARTMENT. CONCESSIONAIRE will be responsible for any and all costs of repairs, upkeep, maintenance, and operation of the existing modular building.”

7. SECTION 37. INCORPORATION OF DOCUMENTS

Replace Exhibit A “Premises Map” with the attached and revised Exhibit A “Premises Map Revised in Accordance with Amendment No. 2A”.

Replace Exhibit B “Monthly Remittance Advice Form” with the attached “Monthly Concession Fee Form”

Include the following as Exhibits to the AGREEMENT:

- “E. Travel Town Museum Foundation Annual Technical Assistance and In-Kind Contribution Form
- F. January 4, 2013 Unsolicited Proposal
- G. List of Current Travel Town Museum Restoration Projects overseen by CONCESSIONAIRE
- H. Gift Shop Costs”

All other terms and conditions of the AGREEMENT shall remain unchanged.

*(SIGNATURE PAGE TO FOLLOW)*

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 2A to Concession Agreement No. 262 for the operation and maintenance of the Travel Town Museum Gift Shop Concession to be executed by their duly authorized representatives.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARKS COMMISSIONERS

AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION INC. (dba TRAVEL TOWN MUSEUM FOUNDATION)  
A California 501(c)(3) non-profit educational organization

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

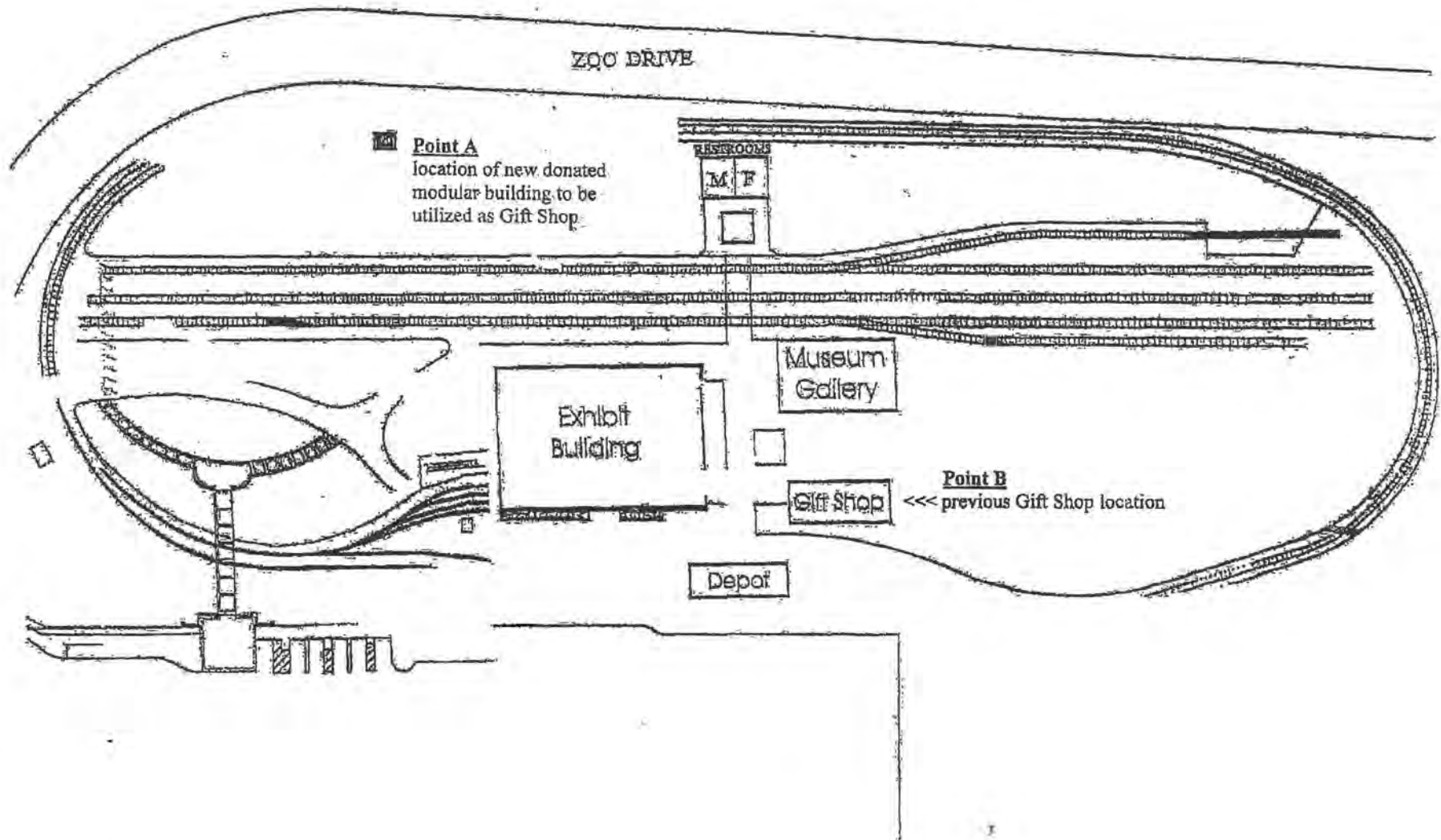
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_



EXHIBIT A  
PREMISES MAP REVISED IN ACCORDANCE WITH AMENDMENT NO. 2  
CONTRACT NUMBER 262  
TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION





CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 Concessions Unit  
 P.O. Box 86328  
 Los Angeles, CA 90086

**MONTHLY RENT REPORT**  
 Travel Town Gift Shop Concession  
 American Southwestern Railway Association, Inc.  
 DBA Travel Town Museum Foundation

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_

Category	Gross Sales	Flat Monthly Rate	Amount Due
Gift Shop Sales	\$ _____		
Penny Machine	\$ _____		
Monthly Fee:		\$ 1,250.00	\$ _____
Utilities:	Electrical reimbursement paid in accordance with RAP-issued Utilities Reimbursement Invoice (attach applicable invoice to this form)(see Amendment No. 2 to Agreement)		\$ _____
Occupancy Tax:	Paid Quarterly (April / July / October / January) for preceeding three months at \$1.48 per \$1,000 of fees paid (see Amendment No. 2 to Agreement)		\$ _____
Late Rent Fee	\$50 + 1.5% of unpaid balance, assessed monthly. All payments are due on or before the 15th day of the month of operation.		\$ _____
<b>Sub-total Due:</b>			<b>\$ _____</b>
Adjustments*:	Explain: _____ _____ _____		\$ _____
<b>TOTAL AMOUNT DUE:</b>			<b>\$ _____</b>

\*NOTE: All amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Monthly Rent Report for any and all months amortization is realized.

I hereby certify that this is a true and correct record of the period stated above:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Travel Town Museum Foundation Annual Technical Assistance and In-Kind Contribution Form

Period Covered:

Category	Hours	Rate	Total Value
<b>Educational Services</b>			
Docent Tours		\$ -	\$0.00
Archival Services		\$ -	\$0.00
Operating and Moving Train Cars			
<i>Skilled Engineer</i>		\$ -	\$0.00
<i>Unskilled Labor</i>		\$ -	\$0.00
			\$0.00
Special Event Support			
<i>Depot Day</i>		\$ -	\$0.00
<i>National Train Day</i>		\$ -	\$0.00
<i>Miscellaneous Special Events</i>		\$ -	\$0.00
			\$0.00
<b>Subtotal</b>		\$ -	\$0.00
<b>Facilities Investment</b>			
Artifacts Preservation and Maintenance		\$ -	\$0.00
Train Cleaning		\$ -	\$0.00
Railroad Signal Installation and Maint.		\$ -	\$0.00
Exhibits Curation and Preparation		\$ -	\$0.00
Steam Locomotive Care		\$ -	\$0.00
General Train Track Maintenance		\$ -	\$0.00
Tool & Equipment Maintenance		\$ -	\$0.00
<b>Subtotal</b>			\$0.00
<b>Volunteer Coordination</b>			
Volunteer Research Library Access		\$ -	\$0.00
Volunteer Management			
<i>Senior Volunteer Program Manager</i>		\$ -	\$0.00
<i>Volunteer Team Lead</i>		\$ -	\$0.00
			\$0.00
<b>Subtotal</b>			\$0.00
<b>Technical Train Restoration Projects</b>			
Little Nugget			
<i>Graphic Design Restoration</i>		\$ -	\$0.00
<i>Unskilled Labor</i>		\$ -	\$0.00
			\$0.00
M-177			
<i>Diesel Mechanic Labor</i>		\$ -	\$0.00
<i>Unskilled Labor</i>		\$ -	\$0.00
			\$0.00
Crane 1887		\$ -	\$0.00
Diner 369		\$ -	\$0.00
SP 219		\$ -	\$0.00
Rose Bowl		\$ -	\$0.00
Hunter's Point			
<i>Diesel Mechanic Labor</i>		\$ -	\$0.00

**Travel Town Museum Foundation Annual Technical Assistance and In-Kind Contribution Form**

<i>Unskilled Labor</i>		\$ -	\$0.00
			\$0.00
Diesel Maintenance			
<i>Diesel Mechanic Labor</i>		\$ -	\$0.00
<i>Unskilled Labor</i>		\$ -	\$0.00
			\$0.00
<b>Subtotal</b>			<b>\$0.00</b>
<b>Other</b>			
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
<b>Subtotal</b>			<b>\$0.00</b>

**Grand Total: \$0.00**

TTMF Gross Revenue 20__ =	\$ -
Rental Rate =	5%
TTMF Rent to RAP 20__ =	\$ -
Technical Assistance & In-Kind Services 20__ =	\$0.00
<b>Total Contribution to RAP (in dollars) =</b>	<b>\$ -</b>
Total Contribution to RAP (% of Gross) =	#DIV/0!

## ATTACHMENT A



**Travel Town Museum Foundation**  
American Southwestern Railway Association, Inc.  
P.O. Box 39846, Griffith Station  
Los Angeles, CA 90039

January 4, 2013

Robert Morales  
City of Los Angeles  
Department Recreation and Parks  
221 N. Figueroa St. Suite 1550,  
Los Angeles, CA 90012

Dear Mr. Morales,

The American Southwestern Railway Association, doing business as the *Travel Town Museum Foundation* (TTMF), would like to make the offer of a new Gift Shop building to the Department of Recreation and Parks for the Travel Town Museum. The new building would be a modular structure, centrally located on Museum grounds near the existing restrooms. The building project would greatly improve an unplanted dirt area at the museum and help improve the entire facility. The new gift shop would offer a larger retail space than the current gift shop, enabling the store to offer a greater selection of merchandise to better serve the Museum's visitors.

As part of the project, the TTMF would like to repurpose the current gift shop space as a Volunteer Center and Program Office. The Volunteer center would house a Library and Conference Room where the volunteers and members of the public could conduct research. There would be an office for the Program Manager and locker area for volunteers to store personal belongings while serving at the Museum.

The new building, as well as the repurposing of the existing building, would be done as a donation to Museum with funds raised for that purpose. The ASRA/TTMF anticipates continuing the operation of the Gift Shop concession under the current Concession Agreement, at least for the remaining 5 years stipulated in the agreement.

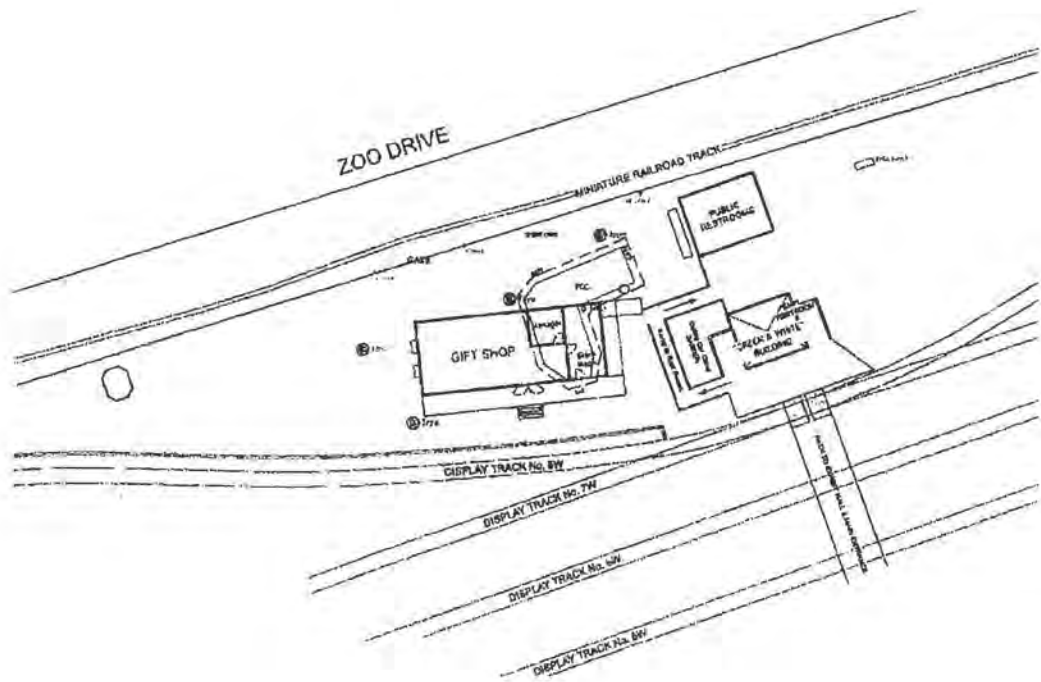
#### New Gift Shop Building

The New Gift shop will be in a more central location at the Museum. The Photo below shows the current status of the proposed site – our volunteers would remove the fencing and re-locate the materials inside the fencing to the service yard area of the museum.

DesignSpace Modular Buildings of Fontana, CA, (DSMB) has quoted us a turnkey price of \$219,000, which the ASRA/TTMF is willing to fully fund.



Below is the plan for the new building, as supplied by DSMB. Below that is a draft plan of the north side of Travel Town, with the new building outline in blue.



### Budget for Gift Shop

The following is an abbreviated budget for the cost estimates including the Income of grants from Foundations that support the work of the Travel Town Museum Foundation. Expenses above and beyond the cost of the building include furnishing the inside of the building. The old building will also need to be furnished. Fundraising and in-kind donation solicitation is on-going to cover these costs.

DSMB has given us a turnkey quote, however we need to bring the City of Los Angeles Department of Recreation and Parks Planning, Construction and Maintenance representatives and DSMB together to make sure we can work through any unforeseen issues.

### **Volunteer Center Cost Estimates (2012 Estimates)**

#### Expenses

Turn-key purchase of 24 x 60 Modular Building	198,268
Wooden deck, ramps, and steps, with tax	17,883
	<u>216,151</u>
 New Gift Shop Furnishings	
	<u>11,355</u>
 Office Furnishings subtotal	<u>2,100</u>
<b>TOTAL EXPENSES</b>	<b><u>229,606</u></b>

#### **Income:**

Grant from Parsons Foundation	50,000
Grant from the Griffith Trust	50,000
Grant from the Ahmanson Foundation	80,000
Pledge from Universal LLC Evolution Plan Contribution	50,000
	<u>230,000</u>

### Attachments

Attached please find the Proposal from Design Space Mobile Modular. We anticipate that there will need to be several meetings to approve the final placement of the new building as well as other move-in challenges.

### Scheduling

Once we have had this offer accepted from the Department, we would like to get the process started and schedule any permitting meetings to make sure the installation will be seamless. The build-time for the new building is estimated to be from 2-6 months, so move in probably cannot take place until July or August of 2013. This should give the Museum volunteers time to clear

the site, the City and DSMB time to prepare the site for the piers, telephone and electrical hook-up, and the Foundation time to raise more money for furnishings and landscaping.

We look forward to hearing from you soon. We are very excited to move forward with this great improvement for the Travel Town Museum facility. If I can provide any more information please contact me at 818-822-7022, or via e-mail at [Nancy.newgiftshop@traveltown.org](mailto:Nancy.newgiftshop@traveltown.org).

Thank you again for your support!

Nancy Gneier  
Executive Director  
Travel Town Museum Foundation

Attachments:  
DesignSpace Modular Buildings Proposal

**ATTACHMENT B**

**BOARD OF RECREATION AND  
PARK COMMISSIONERS**

**BARRY A. SANDERS**  
PRESIDENT

**W. JEROME STANLEY**  
VICE PRESIDENT

**LYNN ALVAREZ**  
**SYLVIA PATSAOURAS**  
**JILL T. WERNER**

**LATONYA D. DEAN**  
COMMISSION EXECUTIVE ASSISTANT II

**CITY OF LOS ANGELES**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**DEPARTMENT OF  
RECREATION AND PARKS**

221 NORTH FIGUEROA STREET  
15TH FLOOR, SUITE 1500  
LOS ANGELES, CA 90012

(213) 202-2833  
FAX (213) 202-2614

**MICHAEL A. SHULL**  
GENERAL MANAGER

December 26, 2013

Ms. Nancy Gnsler, Executive Director  
American Southwestern Railway Association, Inc.  
DBA Travel Town Museum Foundation  
P. O. Box 39846  
Los Angeles, CA 90039.

**DONATION OF A MODULAR BUILDING FOR THE PROPOSED USE AS THE  
TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Ms. Gnsler,

I am in receipt of your revised proposal E-mailed to the Department of Recreation and Parks (RAP) on October 2, 2013. I am also in receipt of your E-mail to RAP and Councilmember Tom LaBonge dated November 21, 2013.

Over the past year, RAP has attempted to provide the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (Foundation) with a means to donate the proposed modular building and use throughout a long-term agreement. RAP has also provided the Foundation with the option to donate the proposed modular building at no cost to the City or RAP under the terms of existing Concession Agreement No. 262. The Foundation has elected to not accept the terms of the previous RAP proposals.

The following is the current RAP proposal in response to your October 2, 2013, counter proposal. Please understand that the non-acceptance by the Foundation will create delays in the ability to present a mutually agreed upon proposal to the Board of Recreation and Park Commissioners to consider. This includes delays in presenting the item to the Mayor and Council should a proposal for a new agreement eventually be agreed upon.

**Final Proposal**

The following are RAP's terms for the proposed acceptance of the donation of a modular building and the Foundation's use as the Museum Gift Shop:

**1. Term of Agreement**

Twenty (20) years from the date of execution of the proposed agreement.



Ms. Nancy Gneier, Executive Director

December 26, 2013

Page 2

2. Payment to RAP

The following monthly payments will be due to RAP on the first day of each month, and will be considered late if said payment is postmarked after the fifteenth (15th) day of the month payment is due:

Contract Years 1 through 3	\$ 1,250 per month	(\$15,000 annually)
Contract Years 4 through 6	\$ 1,550 per month	(\$18,600 annually)
Contract Years 7 through 10	\$ 1,850 per month	(\$22,200 annually)
Contract Years 11 through 15	\$ 2,050 per month	(\$24,600 annually)
Contract Years 16 through 20	\$ 2,250 per month	(\$27,000 annually)

The charges for late or delinquent payments shall be \$50.00 for each month the payment is late, plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

Note: The matter of rent reduction will not be included in the proposed agreement. All Concessionaires have the ability to request temporary rent reduction and, at the written approval of the Board, be granted such temporary rent reduction.

3. Premises

The Premises for the Museum Gift Shop will be revised to include the site proposed for the modular building, as proposed by the Foundation in the January 4, 2013, unsolicited proposal (Attachment A).

4. Donation of a New Modular Building

The Foundation will donate a modular building to RAP as described in the January 4, 2013, unsolicited proposal (Attachment A). The City and/or RAP will bear no costs associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, and/or site preparation.

5. Existing Modular Building

The Foundation will cease using the Existing Modular Building as a Gift Shop immediately upon occupancy of the donated modular building. By entering into this Agreement, the Foundation may repurpose the existing modular building as a Volunteer Center. The Foundation will be responsible for any and all costs of repairs, upkeep, maintenance and operation of the existing modular building. Before the Foundation is allowed to "reuse" the existing modular building, the Department must approve all upgrades are performed to Department standards and be compliance with the ADA regulations.

Ms. Nancy Gneier, Executive Director

December 26, 2013

Page 3

6. Museum Volunteer Program

Under the direction of the designated RAP Representative, the Foundation will provide oversight of the Museum Volunteer Program, to include: 1) docent tours; 2) educational and informational outreach; 3) grounds maintenance to supplement RAP maintenance; and, 4) exhibit maintenance. The Foundation will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

Note: Clarification of the Foundation's role and relationship in the Museum Volunteer Program may be required prior to a proposed agreement being submitted to the Board for consideration.

7. Museum Restoration Program

All new restoration projects will require the Foundation to submit a written proposal for consideration by the RAP General Manager. Restoration projects will not commence until written approval by the RAP General Manager is obtained.

All current restoration projects will be completed within twelve (12) months of execution of the proposed agreement. Any current restoration projects not completed within the aforementioned timeframe will require the Foundation to submit a written proposal for consideration by the RAP General Manager in order to continue the restoration.

A list of current restoration projects approved by the RAP General Manager will be included as an exhibit to any proposed agreement prior to submission to the Board for consideration.

8. Utilities

The Foundation will assume any and all costs to install or provide electrical hook-up or connections to the new modular building.

RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building.

RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by the Foundation.

9. Insurance

The Foundation will provide and maintain insurance during the term of the Agreement in a manner and form acceptable to RAP and the City Risk Manager. Said insurance will

Ms. Nancy Gneier, Executive Director  
December 26, 2013  
Page 4

provide acceptable levels of coverage for the New Modular Building at the sole cost of the Foundation.

10. The remaining terms and conditions of a proposed agreement will be consistent with Concession Agreement No. 262.

In order to proceed with the donation of the new modular building and preparation of a new Concession Agreement, a written unconditional acceptance of the aforementioned terms, signed by an authorized agent of the Foundation on Foundation letterhead, must be received by RAP no later than 5:00 P.M. on January 13, 2014. Please send to the following address:

Department of Recreation and Parks  
Attn: Vicki Israel, Assistant General Manager  
221 North Figueroa Street  
Suite 1550  
Los Angeles, CA 90012

Upon receipt by RAP of the Foundation's written unconditional acceptance of the aforementioned RAP proposal, RAP staff will prepare the necessary documents for the Board's consideration.

Should you have any questions, please contact Robert Morales, Senior Management Analyst of the Partnership Division, at (818) 243-6488.

Sincerely,



MICHAEL A. SHULL  
General Manager

MAS/VIJA:mn

Attachments

cc: Regina Adams, Executive Officer  
Vicki Israel, Assistant General Manager  
Kevin Regan, Assistant General Manager  
Joe Salices, Park Services Supervisor  
Noel Williams, Chief Management Analyst  
Agnes Ko, Senior Management Analyst  
Robert Morales, Senior Management Analyst  
Joel Alvarez, Senior Management Analyst

**ATTACHMENT C**



**TRAVEL TOWN MUSEUM FOUNDATION  
AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION**

**•INCORPORATED•**

POST OFFICE BOX 39846 • GRIFFITH STATION  
LOS ANGELES, CALIFORNIA 90039

January 7, 2014

Department of Recreation and Parks  
Attn: Vicki Israel, Assistant General Manager  
221 North Figueroa Street  
15 Floor, Suite 1550  
Los Angeles, CA 90012

**DONATION OF MODULAR BUILDING TO BE USED AS  
THE TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Vicki:

We are in receipt of your letter mailed to American Southwestern Railway Association on December 26, 2013 concerning the Donation of the Modular Building for the proposed use as the Travel Town Museum Gift Shop and other Foundation assistance set out to improve the Travel Town Museum.

We are prepared to accept the provisions set out in this letter, and we ask that you please proceed with preparation of necessary documents for Commission review. If you have any questions, please feel free to contact me at 818-968-3678 (cell). We look forward to working together on the goal of improving the Travel Town Museum!

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory C. Gneier".

GREGORY C. GNEIER  
President  
American Southwestern Railway Assn., Inc.

cc: Craig A. Smith, Esq.



DEPARTMENT OF RECREATION AND PARKS  
 CONCESSION AGREEMENT NO. 262  
 LIST OF CURRENT TRAVEL TOWN MUSEUM RESTORATION PROJECTS

Updated 9/20/2016

Restoration Projects	Work remaining	Status
"The Little Nugget"	Wallpaper, hang photos, paint interior, paint exterior. Get furnishings. Replicate light fixtures.	Available for display.
UPRR Dining Car 369	Interior wood refinishing, interior painting. New windows and sashes. Exterior Painting.	Available for display.
Pullman Car - Rose Bowl	Interior painting and reupholstery. Exterior Painting.	Available for display.
Pullman Car - Hunters Point	Vestibule rebuilt. Interior painting and reupholstery. Exterior Painting.	Available for display.
M-177	Upholstery, exterior painting, electrical work, air compressor still to repair.	Closed for Restoration.
SP 219 Steam locomotive	Boiler fabrication and reassembly	Closed for Restoration.



Updated New Gift Shop Building Costs as of  
September 2016

New Building	\$238,612
Handicapped Accessible Ramp	\$62,698
Soil Prep and Grounds	\$29,428
All Permits and Fees	\$32,662
Shop Furnishings	\$25,958
<b>Total</b>	<b>\$389,357</b>
<b>Income:</b>	
Grant from Parsons Foundation	\$50,000
Grant from the Griffith Trust	\$50,000
Grant from the Ahmanson Foundation	\$80,000
CD4 AB1290 Funding	\$20,000
Community Foundation of the Verdugo	\$8,000
Griffith Trust follow-up Grant	\$20,000
Universal LLC Evolution Plan Contributi	\$50,000
Interest	\$1,615
Member and Individual Donations	\$4,115
Interior Furnishings Grant from Parson:	\$30,000
<b>TOTAL INCOME</b>	<b>\$323,730</b>
TTMF Contribution	\$65,627





**Travel Town Museum Foundation Technical Assistance & In-Kind Services Contribution Cost Analysis**

TTMF Technical Services Value 2016				
Category	Hours	Rate	Total Value	
Docent Tours	392.50	\$ 12.52	\$4,914.10	
Archival Services	95.00	\$ 31.44	\$2,986.80	
Operating and Moving Train Cars	41.75		\$834.58	
<i>Skilled Engineer</i>	6.50	\$ 60.50	\$393.25	
<i>Unskilled Labor</i>	35.25	\$ 12.52	\$441.33	
Special Event Support	832.75		\$10,426.03	
<i>Depot Day</i>	624.75	\$ 12.52	\$7,821.87	
<i>National Train Day</i>	111.75	\$ 12.52	\$1,399.11	
<i>Miscellaneous Special Events</i>	96.25	\$ 12.52	\$1,205.05	
Artifacts Preservation and Maintenance	732.00	\$ 12.52	\$9,164.64	
Train Cleaning	221.75	\$ 12.52	\$2,776.31	
Railroad Signal Installation and Maint.	49.50	\$ 12.52	\$619.74	
Exhibits Curation and Preparation	74.25	\$ 12.52	\$929.61	
Steam Locomotive Care	44.25	\$ 12.52	\$554.01	
Heisler Train Repair	66.50	\$ 12.52	\$832.58	
General Train Track Maintenance	21.75	\$ 12.52	\$272.31	
Tool & Equipment Maintenance	84.00	\$ 12.52	\$1,051.68	
Volunteer Research Library Access	5.00	\$ 12.52	\$62.60	
Volunteer Management	195.75		\$5,234.69	
<i>Senior Volunteer Program Manager</i>	143.50	\$ 31.92	\$4,580.52	
<i>Volunteer Team Lead</i>	52.25	\$ 12.52	\$654.17	
Little Nugget	182.25		\$5,295.90	
<i>Graphic Design Restoration</i>	162.75	\$ 31.04	\$5,051.76	
<i>Unskilled Labor</i>	19.50	\$ 12.52	\$244.14	
M-177	161.75		\$8,718.32	
<i>Diesel Mechanic Labor</i>	139.50	\$ 60.50	\$8,439.75	
<i>Unskilled Labor</i>	22.25	\$ 12.52	\$278.57	
Crane 1887	22.50	\$ 12.52	\$281.70	
Diner 369	7.00	\$ 12.52	\$87.64	
SP 219	53.75	\$ 12.52	\$672.95	
Rose Bowl	15.50	\$ 12.52	\$194.06	
Hunter's Point	242.75		\$10,847.98	
<i>Diesel Mechanic Labor</i>	162.75	\$ 60.50	\$9,846.38	
<i>Unskilled Labor</i>	80.00	\$ 12.52	\$1,001.60	
Diesel Maintenance	43.75		\$1,879.20	
<i>Diesel Mechanic Labor</i>	27.75	\$ 60.50	\$1,678.88	
<i>Unskilled Labor</i>	16.00	\$ 12.52	\$200.32	
<b>Grand Total:</b>			<b>\$68,637.42</b>	
TTMF Gross Revenue 2016 =			\$280,117.23	
TTMF Rent to RAP 2016 =			\$14,005.86	
Technical Assistance & In-Kind Services =			\$68,637.42	
<b>Total Contribution to RAP =</b>			<b>\$82,643.28 = 30% of Gross Revenue</b>	

Values based on regular volunteer Hour = \$12.52 (living wage)

Professional rates for specialists based on following chart, only for certain hours when professional services were being rendered. Numbers are averages of CAO MOUs for salary wages, as TTMF experts would be above minimum grade, but possibly below highest pay grade.	\$31.92 Archivist
	\$31.92 Graphic Designer
	\$31.92 Supervising Manager
	\$60.50 Diesel Mechanic



INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

August 9, 2017

TO: BOARD OF RECREATION AND PARK COMMISSIONERS

FROM: MICHAEL A. SHULL, General Manager



SUBJECT: VARIOUS COMMUNICATIONS

The following communications addressed to the Board have been received by the Board Office, and the action taken thereon is presented.

<u>From</u>	<u>VC No.</u>	<u>Action Taken</u>
1) TJ Escott relative to the cutting of the locks at the Beachwood Gate	VC #8360a	Noted and Filed
2) TJ Escott relative to Abandoned cars blocking the fire road at the top of Deronda Drive	VC # 8360b	Referred to General Manager
3) Mayor, relative to the Agreement with Morgan J. Haight as Director of Golf Instruction	VC #8361	Referred to staff for further processing
4) Jesus Morales, relative to Concern about East Los Angeles Pool	VC #8362	Referred to General Manager
5) Garcia Incareal, relative to Sycamore Grove Park Graffiti CD1 LA 90065	VC #8363a	Referred to General Manager
6) Garcia Incareal, relative to Sycamore Grove Park Gang Graffiti CD1 LA 90065	VC #8363b	Referred to General Manager
7) Garcia Incareal, relative to Mauro Garcia Inquiry on new exercise machines at Sycamore Grove	VC #8363c	Referred to General Manager
8) Garcia, Incareal, relative to Sycamore Grove Park Graffiti CD 1 LA 90065	VC #8363d	Referred to General Manager
9) Garcia, Incareal, relative to Sycamore Grove Park Graffiti CD 1 LA 90065	VC #8363e	Referred to General Manager

REPORT OF GENERAL MANAGER

PG. 2

- 10) Garcia, Incareal, relative to Sycamore Grove Park Graffiti CD1 LA 90065 VC #8363f Referred to General Manager
- 11) Garcia, Incareal, relative to Sycamore Grove Park VC #8363g Referred to General Manager
- 12) Marian A Dodge, Friends of Griffith Park, relative to Alternative access to Griffith Park at Beachwood Canyon VC #8364a Referred to General Manager
- 13) Linda Othenin-Girard, relative to Alternative access to Griffith Park at Beachwood Canyon VC #8364b Referred to General Manager
- 14) Mayor, relative to Agreements with Five Contractors for As-Needed Entertainment Productions Services VC #8365 Referred to staff for further processing
- 15) City Clerk, relative to the use of Los Angeles County Safe Neighborhood Parks Proposition A Excess Funds for the Rose Hills/El Sereno Recreation Center Rehabilitation Project VC #8366 Referred to General Manager (Council File No. 17-0429)
- 16) City Clerk, relative to the use of Los Angeles County Safe Neighborhood Parks Proposition A Excess Funds for the Lummis House General Improvements Project VC #8367 Referred to General Manager (Council File No. 17-0428)
- 17) City Clerk, relative to funding for additional enforcement around the Hollywood Sign during the 4<sup>th</sup> of July weekend VC #8368 Referred to General Manager (Council File No. 17-0011-S14)
- 18) Joey Horvitz, relative to planting a memorial tree in memory of his dog VC #8369 Referred to General Manager
- 19) Chief Legislative Analyst Highlights VC #8370a Referred to General Manager
- 20) Chief Legislative Analyst Highlights VC #8370b Referred to General Manager

REPORT OF GENERAL MANAGER

PG. 3

21) City Clerk, relative to establishing the City's position regarding extending the Proposition 84 grant performance period for Slauson-Wall Park VC #8371 Referred to General Manager

22) City Clerk, relative to establishing the City's position regarding extending the Proposition 84 grant performance period for Nevin Avenue Elementary School Park VC #8372 Referred to General Manager

23) City Clerk, relative to effectuating a non-financial transfer of jurisdiction of the City-owned property located at 6353 Lindley Avenue in Reseda to the Department of Recreation and Parks VC #8373 Referred to General Manager (Council File No. 17-0501)

24) City Clerk, relative to authorization to execute a 30-year lease agreement with the Department of Recreation and Parks for natural areas and open space at the Ascot Reservoir VC #8374 Referred to General Manager (Council File No. 17-0577)

25) City Clerk, relative to establishing the City's position regarding extending the Proposition 84 grant performance period for West Lakeside Street Park VC #8375 Referred to General Manager (Council File No. 17-0002-S64)

26) City Clerk, relative to utilizing \$76,700 from the Hollywood Redevelopment Project Area to implement public improvements related to Contract No. 3448 with American Landscape for the Hollywood Municipal Building located at 6501 Fountain Avenue in Hollywood VC #8376 Referred to General Manager

27) City Clerk, relative to the Kaiser Permanente Operation Splash 2017-18 grant to supplement funding for youth aquatics programming and youth aquatic sports leagues VC #8377 Referred to General Manager

## REPORT OF GENERAL MANAGER


PG. 4

- 28) City Clerk, relative to obtaining a local coastal permit and Coastal Development Permit from the California Coastal Commission for the City's beach park operating hours under a reservation of rights VC #8378 Referred to General Manager
- 29) City Clerk, relative to a 50 year lease agreement with the Heart of Los Angeles Community Partners (HOLA) for the construction and operation of a proposed Arts and Recreation Center at Lafayette Park VC #8379 Referred to General Manager
- 30) Joshua Corzantes relative to Incident at Alatorre Pool (Board Office acknowledges Mr. Corzantes' email) VC #8380 Referred to General Manager
- 31) Ernie Liu relative to renovating Irving Schachter Park – play areas and bathroom facilities (Board Office acknowledges Mr. Liu's email) VC #8381 Referred to General Manager
- 32) Mark Jolles relative to Griffith Park Tourist Complaints (Board Office acknowledges Mr. Jolles email) VC #8382 Referred to General Manager
- 33) Mark Jolles relative to Griffith Park Circulation Plan (Board Office acknowledges Mr. Jolles email) VC #8383 Referred to General Manager
- 34) Dayana Guillen relative to receiving clarification on outcome of HOLA construction at Lafayette Park VC #8384 Noted and Filed

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

August 9, 2017

TO: BOARD OF RECREATION AND PARK COMMISSIONERS

FROM: MICHAEL A. SHULL   
General Manager

SUBJECT: OVERVIEW OF THE ADOPTED FISCAL YEAR (FY) 2017-18 DEPARTMENT OF RECREATION AND PARKS BUDGET

The City of Los Angeles (City) Fiscal Year 2017-18 (FY 17-18) Budget was approved by the City Council and the Mayor on May 24, 2017 and May 25, 2017, respectively. Included in the adopted FY17-18 Budget is the \$235.6M appropriation for the operations of the Department of Recreation and Parks (RAP), an increase of \$12.9M from FY 2016-17 (FY 16-17).

SOURCES OF FUNDS:

The projected sources of funds for FY 17-18 operations include the following:

- \$181.7M from the City's Charter Mandated property tax revenue allocation, an increase of \$10.7M from FY 16-17.
- \$9.1M from the Golf Revenue.
- \$7.2M from the Harbor Department for ground maintenance and recreational services provided by RAP.
- \$1M from Budgetary Savings (Unreserved and Undesignated Fund Balance), a reduction of \$1.5M from FY 16-17.
- \$3.1M of reimbursements from special funds such as Proposition K, an increase of \$0.7M from FY 16-17.
- \$0.5M of reimbursements from the In-House Capital Delivery Plan, a reduction of \$1M from FY 16-17.
- \$1M transfer from the Pershing Square Revenue for the Park Ranger Regeneration in the Metro District.
- \$2.8M from the Greek Theatre.
- \$0.5M from Griffith Park Parking.
- \$21.2M from other self-generated revenues, mainly from facility and programming fees and concessions.
- \$7.4M from the City's General Fund.

See Attachment A for Sources of Funds from FY 07-08 through FY 17-18.

APPROVED FUNDING REQUESTS:

RAP submitted its FY 17-18 budget proposal in alignment with RAP's strategic goals, the City's Sustainability pLAn and the Mayor's specific goals for the Department. The budget requests center around six core areas: 1) clean and safe parks and facilities; 2) increased recreational opportunities for underserved areas and groups; 3) improved information technology; 4) continued development



## BOARD OF RECREATION AND PARK COMMISSIONERS

Page 2

and access to RAP sites; 5) implementation of sustainability goals; and 6) providing core services to support other LA City Departments. The adopted FY 17-18 budget provides funding to maintain current RAP's core services level and additional funding for the following services and programs:

- New and Expanded Facilities (\$1,480,000).
- Park Rangers for Harbor Regional Parks and Cabrillo Beach (\$221,000).
- Citywide Brush Clearance (\$926,000).
- Fire Life Safety (\$250,000).
- Citywide Pump Crew (\$175,000).
- Park Restroom Enhancement Program (PREP) (\$150,000).
- Joint Use with Los Angeles Unified School District to increase park access (\$340,000).
- Clean and Safe Spaces Program (CLASS Parks) (\$97,000).
- Girls Play Los Angeles Sports (GPLA) (\$278,000).
- Venice Beach 24-Hour Public Restroom Access (\$255,000)
- Utility increase due to rate increases (\$3,203,000).

The FY 17-18 Budget also includes City General Funds (\$4.09M) to continue the City Services provided by RAP to other City departments: Joy Picus Child Care Center; Housing Authority of the City of Los Angeles (HACLA) site at Imperial Courts Recreational Center; Public Building Landscape Services; Summer Night Lights (SNL) Program; and Emergency Preparedness.

See Attachment B for the approved budget by program.

Additionally, following programs are funded with City's General Purpose Fund:

- SNL Fiscal Agent functions (\$1,688,000).
- 2017 World Police and Fire Games (\$200,000).

### EXPENDITURES BY CATEGORY AND ISSUES:

- RAP's non-discretionary expenditures, "chargebacks", continue to increase significantly from a minimal amount in FY 2007-08 to \$70.8M in FY 17-18. The chargebacks include City General Fund Reimbursement for employee retirement and healthcare, as well as utility and sanitation expenses. Although RAP received a \$10.7M mandated increase in property tax assessment for FY '17-18, the increase will be immediately depleted to offset the significant increase in chargebacks. This means 30% of the Department's total annual operating budget is being used for "chargebacks".

The increase in utility expense is mainly due to water and power rate increases by the Department of Water and Power. Within five (5) years, utility expenses are expected to double from \$15M to approximately \$31M. Even with moderate growth in the property tax base, these drastic cost increases will erode and eliminate funding used to provide existing and new recreational and public programming services.

- Although RAP's funding requests for Homeless Encampment Cleanup and Cooling Center/Emergency Shelters (totaling \$3.3M) were not approved, we continue to work closely with the Mayor's Office, Service Providers and City Family to track and prioritize to best address the increasing challenges the City faces. We intend to collaborate very closely with the upcoming City budget process to help us best address homelessness in our City Parks.

See Attachments C and D for expenditures by program and by category.

POSITIONS:

The FY 17-18 Budget includes 1,437 regular authorities for full-time positions, an increase of 16 positions from FY 16-17. These new positions are for the Park Ranger Program (6), new and expanded facilities (9) and CLASS Parks Program (1). The FY 17-18 Personnel Resolution adopted by this Board on June 21, 2017 under Report No. 17-145 provides details of these positions.

Although the number of authorities has increased in FY 17-18, RAP will have difficulties to continue our workforce restoration due to increased salary saving rate to 6.5%, one-time salary reduction of \$0.5M, and increased chargebacks.

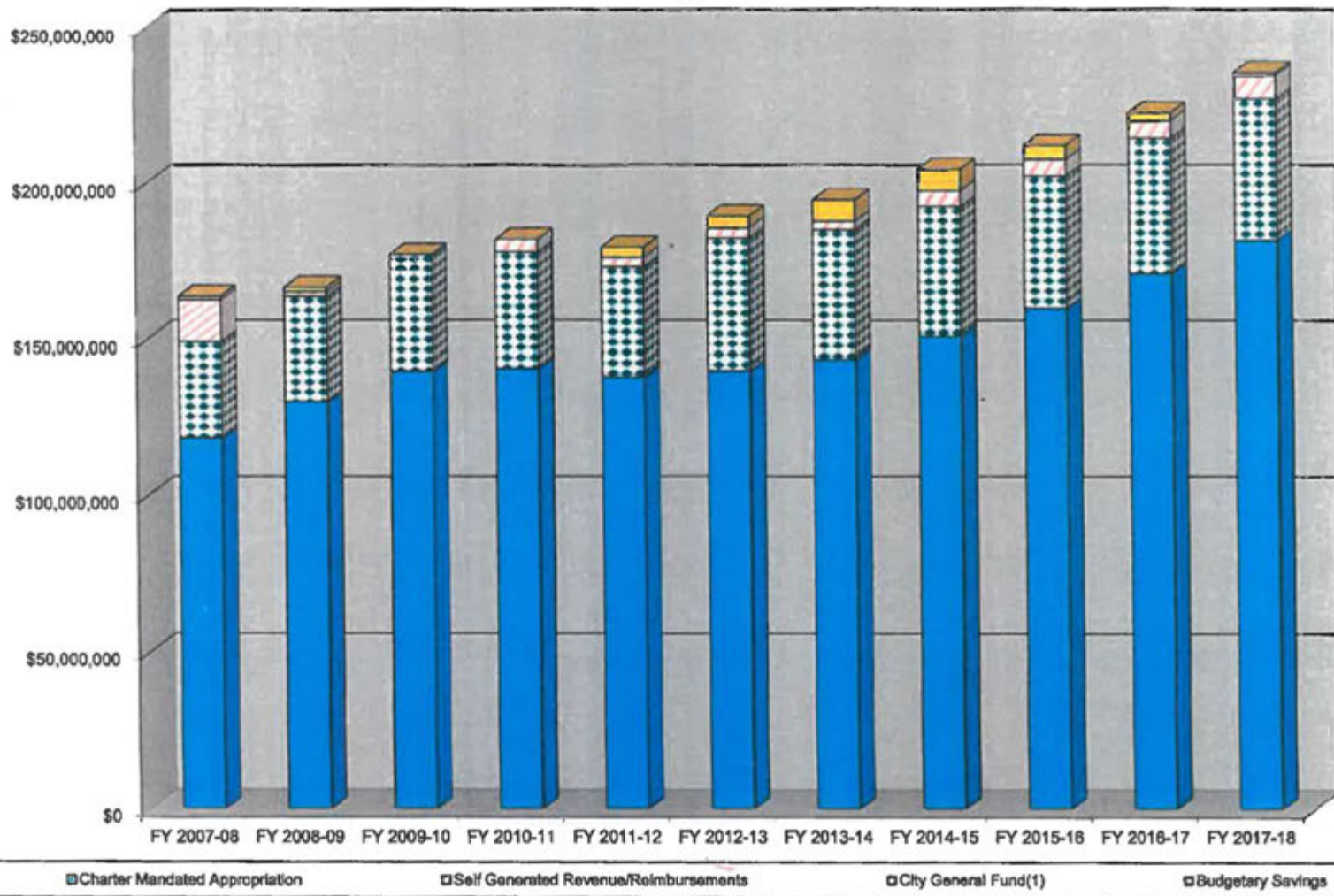
This Report was prepared by Sondra Fu, Senior Management Analyst II, Finance Division.

LIST OF ATTACHMENTS

- A) Sources of Funds from FY 2007-08 through FY 2017-18
- B) Approved Funding Requests by Program
- C) Expenditures by Program
- D) Expenditures by Category

**CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS (RAP)  
SOURCES OF FUNDS  
ADOPTED BUDGET FOR FISCAL YEAR 2007-08 THROUGH FISCAL YEAR 2017-18**

Sources of Funds	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
Charter Mandated Appropriation	\$118,431,449	\$130,226,837	\$140,147,292	\$140,960,953	\$138,211,089	\$140,294,701	\$143,733,170	\$151,018,118	\$159,925,758	\$171,068,408	\$181,769,043
Self Generated Revenue/Reimbursements	\$30,849,394	\$33,482,826	\$36,931,601	\$36,931,601	\$34,875,000	\$42,028,248	\$41,343,301	\$41,456,000	\$42,456,000	\$43,558,000	\$45,408,000
City General Fund <sup>(1)</sup>	\$13,331,257	\$1,499,700	\$100,000	\$4,100,000	\$3,100,000	\$3,311,662	\$2,624,662	\$5,160,448	\$5,393,126	\$5,573,447	\$7,474,173
Budgetary Savings	\$1,250,000	\$1,500,000	\$0	\$0	\$3,300,000	\$3,834,113	\$7,044,152	\$7,044,152	\$4,500,000	\$2,500,000	\$1,000,000
<b>Total</b>	<b>\$163,882,100</b>	<b>\$166,719,163</b>	<b>\$177,178,893</b>	<b>\$181,992,554</b>	<b>\$179,486,089</b>	<b>\$189,468,724</b>	<b>\$194,745,285</b>	<b>\$204,678,718</b>	<b>\$212,274,884</b>	<b>\$222,697,855</b>	<b>\$235,651,216</b>

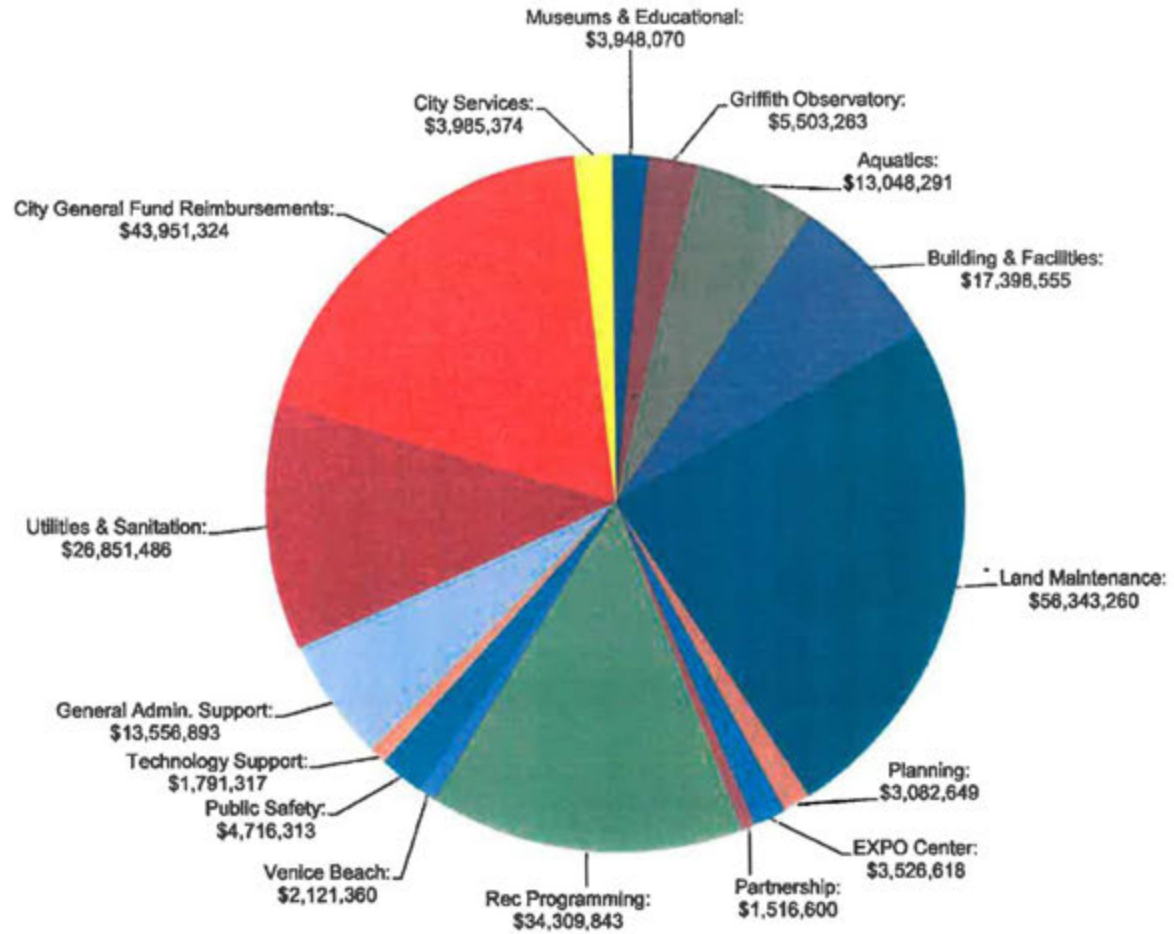


Note: (1) City General Fund includes the funding for City Services (the Housing Authority of the City of Los Angeles (HACLA), public buildings landscaping for various City departments, Joy Picus Child Care Center, Emergency Management and Summer Night Lights).

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS (RAP)  
FISCAL YEAR 2017-18 ADOPTED OPERATING BUDGET BY PROGRAM/CATEGORY

PROG CODE	PROGRAM NAME	PROGRAM DESCRIPTION	AMOUNT	%
<b>2017-18 RAP CORE SERVICES PROGRAMS</b>				
DC8801	Museums and Educational (43 full-time positions)	Provide historic and education-based programs through museum facilities and exhibits.	\$ 3,948,070	1.68%
DC8802	Griffith Observatory (23 full-time positions)	Provide residents and visitors with observational, inspirational, and educational experiences.	\$ 5,503,263	2.34%
DC8807	Aquatics (46 full-time positions)	Provide recreation-based aquatic programs and activities at 62 swimming pools and 3 open water facilities and pool maintenance and operations.	\$ 13,048,291	5.54%
DC8809	Building and Facilities (150 full-time positions)	Provide construction and maintenance services to park buildings and facilities.	\$ 17,398,555	7.38%
DC8810	Land Maintenance (606 full-time positions)	Provide general upkeep, cleanliness, and maintenance of park grounds and facilities (including public restrooms).	\$ 56,343,260	23.91%
DC8811	Capital Projects and Planning (26 full-time positions)	Provide technical services to the Department.	\$ 3,082,649	1.31%
DC8812	Expo Center (30 full-time positions)	Provide recreational, educational, and cultural programs and services in and around South Los Angeles.	\$ 3,526,618	1.50%
DC8813	Partnerships, Grants and Sponsorships (16 full-time positions)	Provide enhanced and expanded recreational programs, environmental stewardship, and improvements to park facilities.	\$ 1,516,600	0.64%
DC8820	Recreational Programming (309 full-time positions)	Provide recreational activities, cultural activities, sports programs activities, youth and senior activities, and community events.	\$ 34,309,843	14.56%
DC8821	Venice Beach (16 full-time & 1 resolution positions)	Provide recreational and maintenance services to Venice Beach.	\$ 2,121,360	0.90%
DC8823	Public Safety (55 full-time positions)	Consists of Park Ranger services. Park Rangers support RAP's recreation and community service mission by providing law enforcement, public education, resource protection, and visitor services on park property.	\$ 4,716,313	2.00%
DC8849	Technology Support (14 full-time positions)	Provide professional support for RAP in information technology.	\$ 1,791,317	0.76%
DC8850	General Administration and Support (GASP) (90 full-time & 1 resolution positions)	Manage Department wide activities including: policy formulation; administrative decision making; finance administration; human resources; and public information functions.	\$ 13,556,893	5.75%
<b>RAP CORE SERVICES TOTAL (1,424 REGULAR &amp; 2 RESOLUTION FULL-TIME POSITIONS)</b>			<b>\$ 160,863,032</b>	<b>68.26%</b>
<b>2017-18 CITY GENERAL FUND CHARGEBACKS</b>				
DC8822	Utilities and Sanitation	Water, electricity, and refuse collection fees.	\$ 26,822,387	
	City General Fund Reimbursement	For retirement, healthcare, & other city overhead	\$ 43,872,324	
<b>CITY GENERAL FUND CHARGEBACKS TOTAL</b>			<b>\$ 70,694,711</b>	<b>30.00%</b>
<b>2017-18 RAP CITY SERVICES PROGRAM FOR NON-RAP FACILITIES</b>				
DC8824	HACLA (3 full-time positions)	Provide recreation programming and maintenance at the Housing Authority of the City of Los Angeles (HACLA) site, Imperial Courts Recreation Center.	\$ 382,972	
DC8824	Public Building Landscape (3 full-time positions)	Provide public building landscape services to other City departments.	\$ 2,223,942	
DC8824	Summer Night Lights Program (4 full-time positions)	Provide Summer Night Lights (SNL) programming at recreational centers and Citywide SNL fiscal agent services.	\$ 1,150,364	
DC8824	Emergency Mgmt. Program (2 full-time positions)	Provide services to fulfill RAP's responsibility as the City's Public Welfare and Shelter Division (Admin. Code Sec. 8.59).	\$ 225,287	
DC8824	Joy Picus Child Care Center (1 full-time position)	Provide contract administration for the Joy Picus Child Care Center.	\$ 110,908	
<b>RAP CITY SERVICES FOR NON-RAP FACILITIES TOTAL (13 REGULAR FULL-TIME POSITIONS)</b>			<b>\$ 4,093,473</b>	<b>1.74%</b>
<b>2017-18 RAP ADOPTED BUDGET TOTAL (1,437 REGULAR &amp; 2 RESOLUTION FULL-TIME POSITIONS)</b>			<b>\$ 235,651,216</b>	<b>100.00%</b>

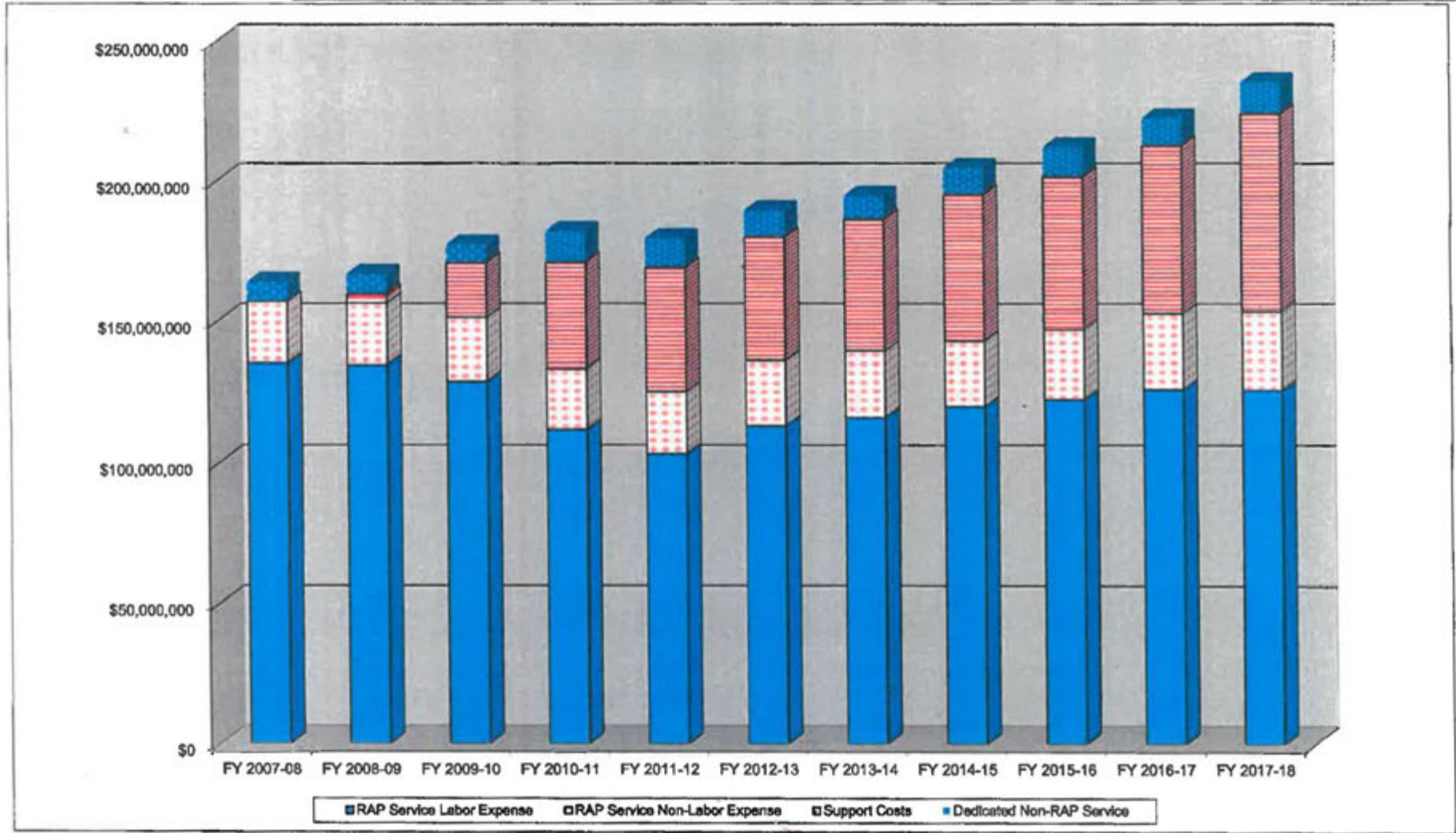
**CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS  
FISCAL YEAR 2017-18 OPERATING BUDGET DISTRIBUTION BY PROGRAM/CATEGORY**



**CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS (RAP)  
EXPENDITURES BY CATEGORY  
ADOPTED BUDGET FOR FISCAL YEAR 2007-08 THROUGH FISCAL YEAR 2017-18**

Attachment D

Expenditures by Category	FY 2007-08 <sup>(1)</sup>	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
RAP Service Labor Expense	\$135,258,425	\$134,638,254	\$128,985,474	\$111,874,680	\$103,308,301	\$113,254,058	\$116,177,389	\$120,038,524	\$122,504,275	\$126,153,860	\$125,923,157
RAP Service Non-Labor Expense	\$21,730,468	\$21,943,543	\$22,371,681	\$21,407,523	\$22,006,164	\$22,802,077	\$23,397,556	\$22,981,854	\$24,488,897	\$26,818,113	\$27,639,875
Support Costs <sup>(2)</sup>	\$0	\$3,144,231	\$19,533,754	\$37,810,351	\$43,871,624	\$44,012,589	\$46,825,678	\$52,202,548	\$54,562,454	\$60,022,323	\$70,894,711
Dedicated Non-RAP Service <sup>(3)</sup>	\$6,873,209	\$6,995,135	\$6,287,984	\$10,900,000	\$10,300,000	\$9,400,000	\$8,344,662	\$9,455,792	\$10,721,258	\$9,903,559	\$11,393,473
<b>Total</b>	<b>\$163,862,100</b>	<b>\$166,719,163</b>	<b>\$177,178,893</b>	<b>\$181,992,554</b>	<b>\$179,486,089</b>	<b>\$189,468,724</b>	<b>\$194,745,285</b>	<b>\$204,678,718</b>	<b>\$212,274,884</b>	<b>\$222,697,855</b>	<b>\$235,651,216</b>



1) In Fiscal Year 2007-08, RAP began paying the utilities (\$1.25 Million) with special funds from the Golf Division and Pershing Square.  
 2) Support Costs include Refuse Collection Services, Utilities and City General Fund Reimbursements for retirement, healthcare, and other City overhead costs.  
 3) Dedicated Non-RAP Service includes services for Harbor Department, El Pueblo de Los Angeles, the Housing Authority of the City of Los Angeles (HACLA), public building landscaping for various City departments, Joy Picus Child Care Center, Emergency Management and Summer Night Lights.