

# APPROVED

FEB 17 2022

## BOARD OF RECREATION AND PARK COMMISSIONERS

### BOARD REPORT

NO. 22-039

DATE February 17, 2022

C.D. All

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACT FOR AS-NEEDED PURCHASE OF SKATEPARK, BIKE PARK, AND PUMP TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES – USE OF THE SOURCEWELL CONTRACT NO. 112420-CAS WITH CALIFORNIA SKATEPARKS

AP Diaz	_____	* M. Rudnick	<u>MR</u>
H. Fujita	_____	C. Santo Domingo	_____
J. Kim	_____	N. Williams	_____

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

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Find that the Department of Recreation and Parks (RAP) desires to secure a contract to provide skatepark, bike park, and pump track solutions with related equipment, accessories, and services for RAP facilities (Services); and
2. Find that California Skateparks (Contractor) is experienced in providing skatepark, bike park, and pump track solutions with related equipment, accessories, and services, and is willing to perform such services; and
3. Find, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), that it is in the best interest of RAP that competitive bidding is not practicable or advantageous or compatible with RAP's interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the contractor;
4. Find, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by Contractor are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and
5. Find, pursuant to Charter Section 371(e)(8), that the City, in lieu of undertaking its own competitive bidding or proposal process, may purchase the Services using Contract No. 112420-CAS between California Skateparks and Sourcewell (Contract, attached hereto as Appendix A), which is a public agency serving as a national municipal contracting agency

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established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements; and

6. Find, in accordance with Charter Section 371e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter 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 RAP;
7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the Services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these Services by the Contractor on an as-needed basis;
8. Find that the letter attached hereto dated July 2, 2021 (Appendix B) from California Skateparks authorizes RAP as a Participating Public Agency to utilize the Sourcewell Contract for the provision of skatepark, bike park, and pump track solutions with related equipment, accessories, and services; and
9. Authorize RAP to enter into the proposed Contract in substantially the form attached hereto as Exhibit 2 (Contract), subject to the review and approval of the City Attorney as to form, between RAP and California Skateparks, for the purchase of skatepark, bike park, and pump track solutions with related equipment, accessories, and services, on an occasional and as-needed basis, not-to-exceed Four Million Dollars (\$4,000,000.00) per year, with a term of the Contract being from the date of execution to December 28, 2024; and
10. Authorize the General Manager or their designee to make technical corrections to the contract as necessary; and
11. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of all necessary approvals.

### SUMMARY

RAP has an ongoing need for the purchase and installation of skate park equipment and related products and services on an occasional and as-needed basis. The ability to purchase and install such material and equipment is critical to meeting RAP's need to build new, and retrofit and repair existing, skateparks on park property as well as to host events related to skateboarding especially in light of a recent renewed interest in skateboarding in the wider community and the introduction of the first United States skateboarding team during a news conference in

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Downtown Los Angeles on Monday, June 21, 2021. Given that the sport was invented in Southern California roughly seventy years ago, skateboarding is expected to draw a great deal of media attention in the Los Angeles 2028 Summer Olympics.

The proposed Contract with California Skateparks will allow the contractor to provide skatepark, bike park, and pump track solutions with related equipment, accessories, and services. If desired, RAP may use this contract to retrofit, repair and/or maintain RAP's existing recreation and parks skatepark equipment. RAP has successfully worked with California Skateparks previously, and recommends further opportunities to contract for the purchase and installation of skate park equipment. The scope of work under this Contract includes a variety of skatepark services that RAP anticipates as necessary in the near future including skatepark design, construction, renovation and repair, skate-able art and ornamental metal fabrication, project management, skate-related event planning, and skatepark landscape architecture. The full description of the products and services to be provided by Contractor under the proposed Contract is as set forth in Contractor's response to Sourcewell's Request for Proposal, which is made a part of the Sourcewell Contract attached hereto as Appendix A.

Staff recommends that the Board of Recreation and Park Commissioners' (Board) authorize RAP to use (piggyback) Sourcewell's competitively bid contract (Contract No. 112420-CAS) with California Skateparks (Appendix A). The Sourcewell Contract, a master intergovernmental cooperative purchasing agreement was competitively bid through a process wherein all purchasing parties were guaranteed the greatest discounted off-catalog pricing of products and services. Use of the Sourcewell Contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements. California Skateparks has issued a letter (Appendix B, on file in the Board Office) to RAP which authorizes use of the Sourcewell Contract. Upon approval of this Report, RAP will issue a separate contract number and enter into a separate contract between California Skateparks and RAP which will incorporate the terms of the Sourcewell Contract and the Standard Provisions for City Contracts (Rev. 10.21) [v.4] (Exhibit 2). California Skateparks's current contract with Sourcewell will expire on December 28, 2024, which will be the same termination date as the proposed Contract with RAP.

The proposed Contract is recommended in an amount not-to-exceed an annual expenditure of Four Million Dollars (\$4,000,000.00) per year for the purchase and installation of skatepark, bike park, and pump track solutions with related equipment, accessories, and services. This contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev. 10.21) [v.4]. Funding for projects will be provided from various funding sources.

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### TREES AND SHADE

No projects are currently associated with this proposed Contract. As such, there is no direct impact on trees or shade.

### ENVIRONMENTAL IMPACT STATEMENT

No projects are currently associated with this proposed Contract. As such, there is no direct environmental impact statement required.

### FISCAL IMPACT STATEMENT

Executing this proposed Contract will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no impact to RAP's General Fund as funding will be identified on a per project basis.

### STRATEGIC PLAN INITIATIVE AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Create and Maintain World Class Parks and Facilities

Goal No. 4: Actively Engage Communities

Outcome No 4: The health of young Angelenos, particularly children of low income families, is improved through greater access to regional parks.

Result: The approval of this Report will enhance RAP's ability to achieve greater community engagement and participation throughout the City's vast park system

This Report was prepared by John Busby, Senior Management Analyst I, Special Operations Branch.

### LIST OF ATTACHMENTS/APPENDICES

- 1) Appendix A – Contract between SOURCEWELL and California Skateparks
- 2) Appendix B – Letter dated July 2, 2021 from California Skateparks authorizing RAP as a Participating Public Agency to utilize Contract 112420-CAS.
- 3) Exhibit 2 – Proposed Contract between RAP and California Skateparks

**Solicitation Number: #112420****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and California Skateparks, 273 N. Benson Ave., Upland, CA 91786 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

California Skateparks

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 12/21/2020 | 6:41 AM CST

DocuSigned by:  
*Joseph M. Ciaglia Jr.*  
By: B15FBC5853EE4FB...  
Joseph M. Ciaglia Jr.  
Title: President  
Date: 1/4/2021 | 9:53 AM PST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 1/4/2021 | 11:56 AM CST

# RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: California Skateparks  
Address: 273 Benson Ave  
Upland, California 91786  
Contact: Joe Ciaglia  
Email: info@californiaskateparks.com  
Phone: 909-949-6101  
Fax: 909-981-9368  
HST#: # 27-0118247

## Submission Details

Created On: Tuesday November 10, 2020 17:53:52  
Submitted On: Tuesday November 24, 2020 16:10:11  
Submitted By: Joe Ciaglia  
Email: info@californiaskateparks.com  
Transaction #: 8d92510f-93f1-4915-b966-26e63b0d18ee  
Submitter's IP Address: 74.62.242.210

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	California Skateparks
2	Proposer Address:	273 N. Benson Ave. Upland California 91786
3	Proposer website address:	www.californiaskateparks.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joseph M. Ciaglia Jr.; President; 273 N. Benson Ave Upland, CA 91786; joe@californiaskateparks.com; 909-949-1601
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph M. Ciaglia Jr.; President; 273 N. Benson Ave Upland, CA 91786; info@californiaskateparks.com; 909-949-1601
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Minadeo; Vice-President; 273 N. Benson Ave Upland, CA 91786; bill@californiaskateparks.com; 614-314-2061

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>California Skateparks (CSP) is a full-service design/build company specializing in the international development of public and private Skateparks, Bike Parks, Pump Tracks and Action Sport facilities. Founded by Joe Ciaglia in 1990, California Skateparks has created world-class, well-recognized public and private skateparks, plazas, skate spots, bowls, and landscape projects. These spaces have not only increased opportunities for skateboarding and other action sports, but they have contributed to the recreational and social fabric of the communities in which they are located.</p> <p>California Skateparks is a fully licensed, bonded, and insured contractor specializing in all aspects of skatepark, bike park, and pump track developments. What sets California Skateparks apart from other action sport providers is our impeccable attention to aesthetics and details, in parallel to our understanding of skateboarding and the skatepark industry. We have adapted traditional construction standards and practices to skatepark construction and developed many of the industry's standard details; which has given us a real world understanding of skatepark developments. This rich history enables us to meet and exceed the expectations of all skateboarders and action sport athletes.</p> <p>Through experience and selective recruiting, we have formed a disciplined company comprised of an award-winning design team, diligent construction managers, and comprehensive administrators. Every member of our team helps to ensure project success and provide an excellent client experience. Based in key metro areas, our staff of over 145 experienced and creative professional employees includes licensed landscape architects, general contractors, civil &amp; structural engineers, skatepark designers, graphic designers, professional skateboarders, construction professionals, event coordinators, business development managers, sponsorship facilitators, and other experts. Each team member adds specific skills and experience to successfully complete high-quality projects on time and within budget. Together, we are the world's most experienced and respected skatepark design/build team with more than 400 universally recognized projects and 3.5 Million square feet of skatepark construction completed over the last decade.</p> <p>Our core values are: Reliability, Consistency, Commitment, Open-mindedness, Efficiency, Creativity, and Responsiveness. We believe these values best embody the CSP value proposition. By doing our business in an honest and efficient way, we can best succeed in communicating a clear and transparent plan of action to the client. Our flexibility and dedication ensure the client receives special attention, which we achieve by going the extra mile to execute our work at the highest level, as promised.</p> <p>Our team is committed to each and every one of the projects our Customers trust us with. Our design team continuously searches for new and innovative ways to add uniqueness and creativity to each proposal. Our experienced construction team works hand-in-hand with the design department to deliver the exact vision the Client and design team create. At each stage of the process, we are fully devoted to the satisfaction of the Client. We have a proud record of successfully satisfying our Customers since our opening in 2004.</p> <p>Philosophy- Our number one priority is to provide the best quality services and products at an affordable price to our Client, while always doing our best to promote skateboarding and all riding sports. We are committed to enhance all wheel sports through innovations and technologies which benefit our Client and all users.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In an event of an award, California Skateparks expects to collaborate with Sourcewell to market and promote this procurement process. Considering the timeframe outlined in this proposal, we expect to start this work in Spring 2021. The California Skateparks team will be ready to get to work on day one, servicing Sourcewell participating entities and secure work to begin projects immediately.</p> <p>We also expect to move forward with the planned proposal in a timely and streamlined fashion, delivering our promised product on time and under or equal to estimated budget restraints.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Over the past 30 years, California Skateparks has worked on over 400 projects, averaging \$12 Million in sales annually, and produced some of the most notable, world class, facilities ever created.</p> <p>Over the past 3 years we have averaged 35 projects per year with an average project amount of \$350,000.</p> <p>We have achieved tremendous growth over the past 20 years thanks to our team of professionals and the relationships we've developed with clients, suppliers, sub-consultants, insurance companies, bondsman, and our bank.</p> <p>Our financial strength and stability have allowed us to retain the same bondsman for over 15 years. The attached, recommendation letter from our bondsman demonstrates their commitment and support of California Skateparks and its future endeavors.</p> <p>We have long-term and established relationships with several municipalities and private clients. The attached, recommendation letters from past clients support these relationships.</p> <p>Additionally, we have developed a strong relationship with our bank, Citizens Business Bank, as further supported by their letter of recommendation, also attached.</p> <p>California Skateparks has low turn-over rate and has several members of senior staff that have been with the company for over 10 years.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Custom Concrete Skatepark Market Share: 21.8%  Custom Concrete Bikepark Market Share: 23.9%  Custom Concrete Pumptrack Market Share: 22.3%</p> <p>Over the past three years, the United States' custom concrete skatepark, bike park, pumptrack design-build industry has reached a competitive peak. Despite this influx of competition, California Skatepark has maintained and even increased its lead within the industry through the development of dynamic marketing practices, innovative projects, positive customer relationships, procedural efficiency, and competitor partnerships. Our management team is constantly exploring methods, processes, and services that California Skateparks can implement and provide, to increase its overall market share. This progressive management methodology is one of the main reasons why California Skateparks has maintained our status as an industry leader.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Custom Concrete Skatepark Market: 41.0%  Custom Concrete Bikepark Market: 38.7%  Custom Concrete Pumptrack Market: 16.3%</p> <p>California Skateparks' management team identified the Canadian custom concrete skatepark, bike park, pumptrack design-build market as less impacted as the United States market. California Skateparks identified this opportunity early on and acted quickly to capitalize on it. Over the past several years, California Skateparks has swiftly entered this untapped market and dedicated large amounts of time and resources into securing jobs throughout Canada. To help with this venture, California Skateparks acquired a contracting company that specializes in the construction of custom concrete skateparks and bike parks. With the addition of this new asset, California Skateparks has quickly solidified itself as one of Canada's leading custom concrete skatepark, bike park, and pump track providers.</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>California Skateparks has never petitioned for bankruptcy protection.</p>	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>California Skateparks is a Design and Build Company that offers unique designs, project management and construction services. California Skateparks is a sole source company providing all necessary services to complete all aspects of a project from beginning to end. We can be considered as manufacturer and service provider.</p> <p>a) N/A  b) California Skateparks primarily performs all the project scope with in-house architects, landscape architects, engineers and skatepark designers.</p> <p>Our in-house design department consist of employees that can handle any design project in North America and stamp drawings with either architectural, landscape architectural or engineering certifications.</p> <p>Our construction department consist of employees, including superintendents with decades of experience in skatepark and bike park building. Some of our employees are certified welders, nozzlelemen, carpenters, professional skateboarders, riders and dedicated hard-working crews across North America.</p> <p>The design team and the construction team has been working seamlessly for over 10 years. Issues in the field are resolved quickly and seamlessly with no additional cost to the Client.</p>	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We believe in doing business the right way and thus maintain proper and lawful licensing, insurance, and bonding qualifications that exceed state and industry requirements. We are a "C" corporation, incorporated in the State of California and registered as a Foreign Corporation in any state or location in which we operate. We have attached a recommendation letter from our bondsman that details our bonding capacity and a Certificate of Insurance that can be used for verification of existing policies and policy limits.</p> <p>Our professional staff includes licensed landscape architects, engineers, and other professionals whose expertise is incorporated into our projects to ensure a safe, efficient, and effective product.</p> <p>We are a Licensed Contractor in our home state of California and classified as a General Engineering Contractor, General Building Contractor, and Landscape Contractor. These classifications give us the ability to build a wide range of projects including Skateparks, Bike Parks, and Pump Tracks as well as any other construction project. Additionally, we are Licensed Contractors in Arizona, Hawaii, Nevada, New Mexico, Oregon, Tennessee, Utah, Virginia, and Washington. Should an opportunity present itself in a state where we are not licensed, we have the capacity and experience to acquire and retain the license quickly. In addition to the states in which we are licensed we have completed and are able to provide services in states that don't require licensing such as Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, New York, New Jersey, Ohio, and Oklahoma among others.</p> <p>Our unique qualifications enable us to offer turn-key services inclusive of all design, build, and project management to complete a variety of projects throughout the United States and Canada.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	California Skateparks has never been the subject of a Suspension or Debarment.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>California Skateparks is recognized in the industry as a leader. We are the official skatepark designer and builder for the most important action sports events worldwide. We are also well known in the industry for building some of the most iconic and recognized projects for the most influential and important companies and municipalities.</p> <p>The attached recommendation letters are a non-exhaustive sample of some of our Client's experiences with us and our projects.</p>
17	What percentage of your sales are to the governmental sector in the past three years	California Skateparks has made 70% of sales to the governmental sector for the past three years including the City of Los Angeles, the California Endowment, the Municipality of Maui, and the City of New York.
18	What percentage of your sales are to the education sector in the past three years	We have completed about 13% of sales of projects that include Skate Parks, Bike Parks, and facilities for other Action Sports for clients that teach and train Action Sports Disciplines including Woodward and KTR. Also, projects for non-profit organizations and brands that want to promote action sports like the California Endowment, Nike, Vans, and Olympic Training Facilities worldwide, however these are private companies and not a part of the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently, we do not have any cooperative purchasing contracts. The high level of customization of our industry has made it difficult for many procurement departments to include the scope of services we provide in their systems. We do participate in municipal procurement systems that define qualification characteristics for participants, however they would not be considered cooperative purchasing contracts. Currently, we have several contracts where we are a part of a short list of qualified skatepark and bike park designers and builders that have been pre-qualified to bid on projects for municipalities including the City of Los Angeles and several other municipalities throughout North America.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently, we do not have any GSA Contracts or provide services through SOSA contracts. The high level of customization of our industry has made it difficult for many procurement departments to include the scope of services we provide in their systems. We do participate in municipal procurement systems that define qualification characteristics for participants, however they would not be considered GSA or SOSA contracts. Currently, we have several contracts where we are a part of a short list of qualified skatepark and bike park designers and builders that have been pre-qualified to bid on projects for municipalities including the City of Los Angeles and several other municipalities throughout North America.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Dept of Recreation and Parks	Craig Raines	213-202-2652	*
New York City Dept. of Parks and Recreation	Christine Dabrow	212-360-8144	*
City of Skate	Paul Forsline	612-240-4400	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Los Angeles Dept. of Recreation & Park	Government	California - CA	Design & Build of Skatepark/ Bike Parks	Over \$15,000,000.00	Over \$700,000.00	*
City of New York Dept. of Parks & Recreation	Government	New York - NY	Design & Build of Skatepark/ Bike Parks	Over \$5,500,000.00	Over \$1,000,000.00	*
City of Skate	Non-Profit	Minnesota - MN	Design & Build of Skatepark/ Bike Parks	Over \$1,000,000.00	Over \$600,000.00	*
The Skatepark Project (Tony Hawk Foundation)	Non-Profit	California - CA	Design & Build of Skatepark/ Bike Parks	Over \$12,000,000.00	Over \$4,500,000.00	*
Central Valley Community Foundation	Non-Profit	California - CA	Design & Build of Skatepark/ Bike Parks	Over \$1,500,000.00	Over \$1,500,000.00	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	<p>When it comes to sales and delivering services, California Skateparks takes great pride in meeting the needs of its customers with exceptional service no matter the size of the project or the location. To be able to do so with great efficiency, California Skateparks has developed a network of salespeople across the 6 continents to respond to any requests within a couple hours.</p> <p>Our typical customer experience is started with a phone call or an email. Once the contact is made, California Skateparks main office will redirect the information to the local representative, who will get back to the customer to identify the specific project information and scope and to outline the next steps of the project.</p> <p>For the continental United States, we have 20 sales and service providers "in house" located in California, Colorado, New Mexico, Ohio, and New York. We also have one representative on the Big Island of Hawaii. In Canada we have representatives in British Columbia, Ontario, Montreal, and Quebec.</p>	*
24	Dealer network or other distribution methods.	California Skateparks maintains offices and warehouse spaces throughout North America, which provide regional access within a 16-hour drive to nearly any location in North America. We also have crews situated throughout the United States and Hawaii as well as Canada to service any city within one week of notification.	*

25	Service force.	As stated above, California Skateparks has crews located throughout North America and the ability to have men on site anywhere within one week of notification. Because of our numerous warehouse facilities, we can also have materials and equipment on site at the same time. *
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>California Skateparks' number one priority is Customer service and customer satisfaction. We strive to take care of our customer with 100% satisfaction.</p> <p>Full commitment: Our team takes great pride into satisfying every need of our Customers.</p> <p>From the private customer willing to build a snake run for their kids in the backyard, to the community trying to invest and satisfy the needs of its residents, each request is unique. Our team listens and thinks about every single request independently and with a unique goal: How can we make this work to the satisfaction of the Customer?</p> <p>No "small" Customer: Before being a business, skateboarding and riding sports in general is a passion that drives us, as well as millions of riders, across the world. To us, the passion and the love for skateboarding is a true source of power. For this reason, we stay close to every person willing, one day, to do something for their sport, their community. Therefore, we have a dedicated service for community outreach.</p> <p>We aim to help anyone who is interested in obtaining a skatepark. Even if you are a private or group with no budget, no terrain, nothing but a dream in the back of your head, we will consider your request and explore every possible avenue to bring your project into existence even if it is in 10 years from now.</p> <p>Clear process: The key to a satisfactory project is a clear scope with a controlled budget. Our goal is to identify all stakeholders' expectations and meet all these expectations throughout the project. For each project, we will establish a unique scope, starting from the design process, to the delivery, which will fit to your specific recommendations. Less surprise leads to more the satisfaction for the Customer. This is why we train our teams to ask the right questions that target the exact needs of our Customers. We utilize specific questionnaires that we've developed over time, and stay ready to adapt if Customer needs change. *</p> <p>The right specialists: California Skateparks has proposed various design and build services to a consequent variety of customers for over 20 years. In-house some members of our team have progressively become expert in specific domains in the design department, and also in the construction department such as concrete, wood, metal structures, landscaping, legacy constructions, temporary installations, etc.</p> <p>At California Skateparks, if we believe a collaborator is better fitted to your project needs, we will not hesitate to redirect your request to them, avoiding the risk of losing time and money for both parties. If your project requires crossing multiple skills, our team will combine efforts.</p> <p>Response-time capabilities: Our team can get back to our Customers within less than 24-hours for first contact and basic project information per phone or per email.</p> <p>Once first contact is established, we try to get a first meeting with the Customer within 5 days to discuss the details of the project.</p> <p>Onward, we keep weekly meetings or bi-weekly meetings with the Customer to keep them up to date.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Sourcewell entities will benefit from California Skateparks services because we have been the industry leader in both design and construction for skate and bike park for the past 10 years. In that time, not only did we set the standard for construction quality, but we also created many of the construction techniques and standards used in all skate and bike park construction today.</p> <p>Our design team has been instrumental in pushing the limits of skate and bike park design beyond just adding and modifying elements, but in creating a unique and diverse space, not only for participants, but also for spectators and the entire community. Thus, transforming a skate or bike park into a positive community hub. *</p> <p>On the construction side, our team settles for nothing less than perfection, providing a near maintenance free facility for the entire community and municipality to be proud of.</p> <p>We take this design and construction expertise to every project no matter the size thus giving every client the same quality service and knowledge base.</p>

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Sourcewell entities will benefit of California Skateparks services because we have been the industry leader in both design and construction for skate and bike park for the past 10 years. In that time, not only did we set the standard for construction quality, but we also created many of the construction techniques and standards used in all skate and bike park construction today.</p> <p>Our design team has been instrumental in pushing the limits of skate and bike park design beyond just adding and modifying elements, but in creating a unique and diverse space not only for participants but also for spectators and the entire community. Thus, transforming a skate or bike park into a positive community hub.</p> <p>On the construction side, our team settles for nothing less than perfection, providing a near maintenance free facility for the entire community and municipality to be proud of.</p> <p>We take this design and construction expertise to every project no matter the size thus giving every client the same quality service and knowledge base.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>California Skateparks will fully service all regions of United States and Canada. California Skateparks will be able to service the 48 contiguous states as well as Hawaii, Alaska, and Puerto Rico.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>California Skateparks can service every Sourcewell participating entity.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>California Skateparks has no specific contracts, limitations, or restrictions that would apply to the Sourcewell participating entities for Hawaii, Alaska, or the US territories.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>California Skateparks employs a two-sided marketing approach. This consists of large-scale outreach by our salespeople who look for opportunities with to work with cities, private groups, and nonprofits to design and build skateparks. We are often able to inform the party of construction offering they did not know were available, and secure contracts with them to compete custom projects in this fashion.</p> <p>The other side of our operation is fielding all the inquiries, recommendations, and incoming requests from social media and our website. The majority of our business comes from this side, which often comes in the form of smaller or medium size scale projects. The skateboarding industry is tight knit, so individuals satisfied with our work often will often pass on a CSP recommendation to their friends or colleagues who may also be interested in obtaining a facility.</p> <p>Although each project we design is custom and unique to the specific scenario, we aim to create a somewhat uniform offering package per project. This most often consists of a 5-7-page PDF pamphlet describing what CSP identifies as the best opportunities for park design given the specific strengths, climate, and existing topography of the region. We also look at the culture of the city or neighborhood to the best of our abilities, in order to offer our best perspective to the client as to how the park can positively impact their specific community. We bring to the prospective client's attention the many physical/mental health benefits of building a skate park, as well as proven statistics in crime reduction in the surrounding area and community pride that comes with having a great park.</p> <p>This pamphlet combination of our written proposition, as well as high-quality images of our suggested designs has proved successful hundreds of times in illustrating our value to the client. We always make sure to address any concerns they bring up about the package and try our best to be flexible in our offering, often creating multiple versions of our plan until we meet the customer's exact desires.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>California Skateparks is present on Facebook and Instagram, relaying company news to the public involving design presentation, meetings recaps, and construction pictures. At the moment, we do not use metadata linked to these social medias. We have a huge media presence on both platforms due the ability to attract attention from publicity through news articles, par signage, and professional skateboarder endorsements. These professional partnerships serve to benefit both parties involved, as the publicity grows our following, and we can show our followers how much professional level athletes value our product. Because we are involved in a high number of international projects, our pages boast large numbers of followers from around the world. Our social media has proved to be extremely valuable to the firm in that a number of our projects are sourced through direct message inquiries from private individuals or skate companies.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>California Skateparks sees Sourcewell as a professional partner, connecting municipalities and communities to our services.</p> <p>California Skateparks fully intends to conduct our own marketing and sales plan without the assistance of Sourcewell resources. Any assistance from Sourcewell will be welcome and integrated as necessary to our system.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The design/build services we offer are uniquely tailored to our clients which makes it difficult to make them available in an e-procurement system. We are interested in providing our services through e-procurement channels and as modifications and adaptation of e-procurement systems allow us to offer our service through those systems we expect to increase our presence in those systems. Currently, we offer our services through e-procurement systems for specific municipalities throughout out the United States including the City of Los Angeles, the City of San Diego, New York City, and the County of Maui to name a few.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>On the design side, we have a program of continuous education through our main office in Upland, CA.</p> <p>California Skateparks has the only Olympic training facility for both street and park in the world.</p> <p>This facility is not only used by Olympic athletes every day to train for Tokyo 2020 but also for us as a research and development facility. With access to the world's best skaters, we can get their immediate feedback on new elements we put in the facility and our ideas for new elements. This is an invaluable tool for our design team to continue setting the bar for the modern skateparks.</p> <p>This facility also allows us to test new construction techniques and materials in a controlled environment so then when we roll out new construction materials for a client, it had already been tested and proven by the world's best professional skateboarders and bike riders.</p> <p>California Skateparks also provides access to our work teams OSHA's certifications, nozzlemen certifications, welding certifications and project management trainings.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>New technology has played a significant role in California Skateparks development and client satisfaction. Especially now with travel restrictions making it more difficult if not impossible to have face to face meetings the use of technology is essential in the entire lifespan of the project. California Skateparks utilized multiple online meeting platforms to communicate with clients and stakeholders for daily and monthly meetings as well as our superintendents on jobsite of quick site resolution or clarifications. California Skateparks uses online meetings to reduce costs and allow our Customer to be actively part of the design process. We also use computer drafting and 3D software to give the ability to the Customer to understand the exact shapes of the project.</p> <p>We have a competent team of Managers and Designers using the latest software and technology including AutoCAD for Construction Documents as well as Sketchup for modeling, animation, slope analysis, volume calculations, quantity survey, cut and fill balance, coordinate geometry, calculation reports, and more to reduce error and optimize construction execution.</p> <p>We use detailed project management software to track every step of a project from the first stakeholder meetings to the final ribbon cutting. This software allows us to set and track task and goal milestones through each phase of the project allowing us to identify any issues without schedule or budget in real time which allows us to quickly course correct and get back on schedule and budget. This software also allows us to create reports on the exact status of any project at any time with is an invaluable resource to both our clients and to Sourcewell.</p> <p>On the construction side, California Skateparks continues to innovate by using 3d technologies and the latest production equipment in our research and development facility in Vista, CA to create templates using CNC technology and exact forms without the need of a third party.</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>California Skateparks understands that sustainable practices are at the core of strengthening local communities. By partaking in environmental, social, and economical sustainability practices, California Skateparks ensures that our final products will have a positive impact on the surrounding natural environment and the most influence on local communities, all while limiting the overall cost to the client. These three cornerstones of sustainability and their corresponding practices are how we at California Skateparks aim to limit our carbon footprint and create a social fabric that provides for everyone associated and involved with the action sports community.</p> <p>To reduce transportation, its monetary cost and environmental footprint, California Skateparks will always choose local suppliers to provide heavy machinery, concrete, metal and wood materials for the construction. When necessary, California Skateparks will work with a local sub-contractor to carry out earthworks and basic concrete work, before our specialty crew intervenes. When possible, California Skateparks building crew will save and reuse any material and supply left after completion.</p> <p>To achieve environmental sustainability, California Skateparks complies with all environmental regulations, limits water / material usage, manages water / air quality, utilizes local resources, constructs with green technology methods, and reduces impact to surrounding natural features. A perfect example of a California Skateparks eco-friendly project is The Gathering Place in Tulsa, Oklahoma. This project utilizes a variety of green technologies and design techniques, including a water retention / bio-infiltration area that cuts through the middle of the park and a native plant palette that is integrated throughout the entire project. In addition, the park was built with a variety eco-friendly materials and methods that are conducive to other world class, sustainable projects. Since its opening in 2018, The Gathering Place Skatepark has quickly become known as one of the most sustainable and progressive skateparks in the world. In addition to the many sustainable methods used for the Tulsa project, California Skateparks is also constantly looking for new eco-friendly materials and sustainable practices to incorporate into our future projects. The following list showcases a variety of strategies that California Skateparks utilizes to ensure environmental sustainability:</p> <p>Pollution Control; Utilize Local Resources; On-Site Renewable Energy; Recycled Materials; Reduce Greenhouse Gas Emissions; Fly Ash Concrete; Alternative Transportation; FSC Certified Wood; Water Efficiency; Site Protection and Restoration; Drought Tolerant Landscape; Limit Tree Removal; Stormwater Management; Light Pollution Reduction; Integrated Bioswales; LED / Solar Lighting; Construction Waste Management; Heat Island Effect Reduction; Waste &amp; Recycling Management.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>California Skateparks has produced multiple projects that have been eligible for both LEED and SITES certification, including the Gathering Place Skatepark, Linda Vista Skatepark, Etnies Skatepark, and La Colonia Skatepark. Each of these projects met LEED and SITES guidelines for sustainability; however, surrounding landscape elements and site amenities, not developed by California Skateparks, prevented these projects from obtaining official certification. Our team is constantly striving to create projects that meet these certifications, but due to budget restraints, site factors, and client requirements these third-party eco-labels can be hard to achieve. Regardless, California Skateparks closely follows LEED and SITES frameworks for every project in order to create the most sustainable designs as possible.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>California Skateparks is not a Women or Minority Business Entity, Small Business Entity, or veteran owned business. However, we have established relationships with minority or women businesses and continue to utilize these businesses whenever possible. California Skateparks complies with the outreach to minority owned businesses requested by the cities and document our outreach data.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>California Skateparks is the official skatepark designer and builder for most of international extreme sports events, such as the Tokyo Olympics events, World Skate events, Street League Skateboarding, X-Games, Vans Park Series, and Dew Tour. Our skateparks are designed and built up to the highest standards of creativity, functionality, and durability, envisioned from their interaction with the landscape to the smallest detail.</p> <p>In addition to design and building the highest quality skateparks, bike parks and pump tracks, California Skateparks is the designer and builder of the Olympic 5-star qualifying event courses. With skateboarding and BMX riding being medal events in the Tokyo 2020 Olympic games, competitive skateboarding has now become a recognized sport to both athletes, corporate sponsors, and entire nations.</p> <p>Designing and building a skatepark for competitions is very different from designing and building a skatepark for a community. By providing this ability to design and build competition courses, California Skateparks gives the opportunity for Sourcewell participating entities to have a new, unique and more valuable product for the community which really did not exist just 2 years ago.</p>	*

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	California Skateparks warranty typically covers all products, materials, and labor.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required by abuse, accident, vandalism, neglect, use of products other than the intended purpose, and acts of nature or god are not warrantied. The warranty does not cover any modifications, changes, or additions to the facility, unless approved in writing by California Skateparks.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Because we have multiple crews mobilized throughout the USA, we can respond quickly to any warranty issues. Technicians' travel time and mileage expenses are covered by CSP.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	California Skateparks is able to provide certified technicians in any US or Canadian state/province.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The California Skateparks warranty service covers every item in the contract, including those made by other manufacturers or sub-contractors.
47	What are your proposed exchange and return programs and policies?	Because of the nature of products California Skateparks is providing (design and build services), no exchange or return programs are offered.
48	Describe any service contract options for the items included in your proposal.	We design and build mostly concrete facilities nearly maintenance free.  However, skateboarding and bike riding are by nature aggressive and therefore can cause minor chip, scrape and abrasion which are all types of normal wear and tear for this type of facility.  Because some minor wear and tear will occur throughout the year, California Skateparks recommends a yearly maintenance program that will extend the longevity of any skate or bike park facility.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	California Skateparks generally has Net 30-day terms; however, we are flexible and willing to comply with any required terms from the Sourcewell participating entities.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	California Skateparks has partnered with Citizens Business Bank to offer Clients a complete suite of financing solutions.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	We anticipate Sourcewell participating entities to communicate with California Skateparks and identify themselves as participating entities. We expect that these participating entities will issue a purchase order which we will use to track and identify the project as a Sourcewell Project in our internal systems. Our sales network is comprised of a consolidated group with a unified reporting system. Identifying and tracking Sourcewell sourced projects will follow our established internal procedures. We expect to communicate and coordinate sales with Sourcewell in their tracking system on a regular basis, in the quarterly reports, and in the annual business review described in the contract template.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently accept Credit Card Payments with a 3% Fee. We can setup P-card procurement and payment processes and any additional fees for these services will be passed through to Sourcewell participating entities at cost with no additional fees.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>California Skateparks plans to move forward using a standardized process for each project from Sourcwell participating entities. First, California Skateparks will create a conceptual design which will be then used as a base for our Cost Quantity Breakdown (CQB). This CQB will help us quantify items and materials in our cost estimate, which will already include item unit pricing. As we move further along the design, any changes made during the process will be passed through the CQB, and therefore will modify the cost estimate. In this way, we can ensure consistency in our figures, and avoid confusion due to updates or changes.</p> <p>Each individual component will be listed using line item pricing. Quantities for each line item will come from our CQB.</p> <p>We are also offering an additional 7% discount off of our standard unit pricing, giving Sourcwell members access to pricing lower than any other pricing in the market, published or un-published. Individual SKU's are associated with each line item on the Sourcwell pricelist.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As mentioned, California Skateparks does all sales through in-house salespeople therefore there is no mark-up by a third-party. The line item pricing is then discounted an additional 7% to Sourcwell members, meaning Sourcwell members are receiving the best possible price for our products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	If California Skateparks contracts 3 projects in the same community within 6 months as part of a single purchase order, we will offer an additional discount of 5%. Otherwise, California Skateparks does not propose quantity or volume discount.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark bike park or pumtrack project under this contract. We will provide items like installation, structural foam, and custom materials at cost plus a percentage.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all scope items typically associated with our projects. There are no additional acquisition costs.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the complete product package is determined, our shipping department obtains competitive rates from our shipping partners. Because we are based in multiple locations throughout North America and ship a lot of freight, we can provide very cost-effective shipping solutions.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedures as shipping to the US. None of these logistic are the responsibility of the Customer. These types of shipments are common practice for us.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not offer any specifically unique distribution or delivery methods.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	California Skateparks is providing Sourcwell participating entities with a 7% discount.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	When California Skateparks receives an order, the CSP Contract Manager thoroughly reviews the order to verify all the information on the order has been received correctly. This phase almost always identifies any issues or misunderstandings early on, if they exist, and allows CSP to deal with them before any further action is taken. Once the order is reviewed and approved, the Contract Manager uses a standard system we have in place to log all order information, including details such as scope, amount, customer information, and order date. The Contract Manager additionally keeps individual reports for each purchasing program. We also have on file a master spreadsheet in which we log all Leads, Sales, ongoing projects, and completed projects. These details later feed into our quarterly and annual reports to Sourcewell. These reports can further be separated into detailed sections for each phase of a project's lifespan. The Completed project report outlines all completed projects and highlights key figures that determine our Sourcewell administrative fee.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	California Skateparks proposed a 2% Administrative fee based on gross sales to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p><b>SKATEPARK DESIGN</b></p> <p>Our design process explores the aspects of structure, site sensibility, functionality, innovation, and materials in order to give our clients and skateboarders a facility that exceeds expectations. We balance artistic expression with functionality making sure we meet our clients' needs both now and in the future. We take great pride in designing environments that connect people with community and facilitate a healthier lifestyle.</p> <p>Our computer modeling and rendering abilities allows us to create accurate, three dimensional, to scale representations of our designs that we can use to better understand the functionality and layout of a skate park, its integration into an existing site, and the overall aesthetic of the park.</p> <p><b>SKATEPARK CONSTRUCTION</b></p> <p>After more than 20 years we continue to be the leading experts in top quality concrete skate park construction. Our professionalized services fully encompass the wide range of needs necessary to build architecture and landscapes for skateboarding. Whether we are the general contractor, or a sub to a general contractor, our passion, knowledge and expertise go hand in hand to deliver a superior product to our clients. California Skateparks follows a construction process that has proven to be efficient and effective through years of experience developing successful skateparks, large scale public works and multi-use park facilities, residential and commercial landscapes.</p> <p>California Skateparks is proud to be an advocate of sustainable design-build practices also known as Green Builds.</p> <p><b>SKATE-ABLE ART &amp; ORNAMENTAL METAL FABRICATION</b></p> <p>Our metal fabrications division provides in house artistic and ornamental metal fabrication, structural steel and coping fabrication. We employ highly skilled, experienced, certified welders and metal workers who install all metal fabrications, coping and fencing for our jobs. All metal work meets ASTM specifications and is delivered to the job site for installation. Our fabrication division fabricates all of the</p>

metal for each project. We design and fabricate custom iron fences, gates and install steel coping, edging and rails on all of our Skateparks.

#### PROJECT MANAGEMENT

California Skateparks establishes schedules conforming to the project timeline for meetings, tasks, and design products. Timely meetings with our consulting team and the stakeholders will be regularly scheduled to review concepts, costs, and progress. Prior to the start of the project, a master schedule will be developed to define all pertinent tasks, subtasks, duration, milestones, meetings, and submittals. This process will ensure the stakeholders and California Skateparks' consulting team understands the project scope and task durations.

The timeline supports our commitment to the project with a vision to open the park on schedule. We will maintain consistent communication protocol with the stakeholders from the beginning of design through construction observation services. All project deliverables will schedule time for internal budget control, quality assurance, and quality control. All review comments and questions will be documented and provided with responses.

Excluded from the timeline are opportunities to phase construction and assist the allocation of separate funding sources and possible partnerships with concessionaires that are brought on late in the design phase.

CSP stresses the importance of being an integral part of the construction process. Design documents cannot substitute for field coordination and requirements for shaping a quality facility. As a longstanding contractor in Southern California, California Skateparks is familiar with the numerous permits that are required and necessary to complete the procurement process. California Skateparks will submit all plans which will meet or exceed all City, State, and Federal codes, rules, and regulations. California Skateparks will make any changes or modifications to plans recommended by city departments during the plan checking process. California Skateparks fully understands that the more informed and clear the city inspection staff is on our project the smoother the construction process will flow. This is why we dedicated specific individual for project management, permitting and site inspections throughout the project. Consistent weekly, and sometimes daily communication will be necessary to coordinate any activities, deliveries, utility tie-ins, or other overlapping and near proximity construction work. Clear and open lines of communication with the Client is a must and we will take all necessary steps in working together.

We use simple steps to ensure quality work:

- Assign responsibility
- Delineate scope of work and expectations to crew and subcontractors
- Identify important aspects of the quality we expect from their work
- Identify potential risks as well as mistakes we have seen in the past
- Collect and organize data for our daily quality control checklist
- Require subcontractor to fill out quality control checklist daily
- Follow up on quality control list from each subcontractor to ensure accuracy
- Take immediate action when the standards are not maintained and issue non-conformance notices
- Communicate results to subcontractors and make immediate adjustments
- Recognize subcontractors when quality meets or exceeds our standard.

#### EVENTS

California Skateparks provides unparalleled design and build services for professional and amateur skateboarders, events, and communities. As pioneers of the industry, we built the first ever concrete skateboard course for the Maloof Money Cup, the first major street-style contest event of its kind, in 2008. Since then, concrete skate courses have become the standard, and our quality of work has lead us to be contracted by the world's most premier skateboarding events, including the Vans Parks Series, Street League Skateboarding, Dew Tours, X-Games and the Olympics.

#### SKATEPARK RENOVATION AND REPAIR

California Skateparks will proceed with Routine biannual control  
Metal review  
New elements need base analysis

#### LANDSCAPE ARCHITECTURE

Our services, in addition to our successful California Landscape & Design firm, go hand-in-hand to create perfectly integrated skateparks, whether it be a swim and skate backyard pool, custom flow bowl or a street plaza, complete with landscaping, fire pit, built in BBQ and patio/shade structures.

65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>SKATEPARK DESIGN</p> <ul style="list-style-type: none"> <li>Conceptual Design</li> <li>3D Renderings and Design studies</li> <li>Construction Drawings Documents (30%; 50%; 95% &amp; 100%)</li> </ul> <p>SKATEPARK CONSTRUCTION</p> <ul style="list-style-type: none"> <li>Demolition, site clearing and grubbing, trees relocation and existing equipment removal</li> <li>Earthworks / Subgrade &amp; Fine Grading</li> <li>Metal preparation &amp; installation</li> <li>Rebar preparation &amp; installation</li> <li>Formwork preparation &amp; installation</li> <li>Concrete &amp; Shotcrete placement &amp; finishing</li> <li>Cleaning and painting</li> </ul> <p>SKATE-ABLE ART &amp; ORNAMENTAL METAL FABRICATION</p> <ul style="list-style-type: none"> <li>Design, Fabrication, delivery, and installation</li> </ul> <p>PROJECT MANAGEMENT</p> <ul style="list-style-type: none"> <li>Delineate scope of work and expectations to crew and subcontractors</li> <li>Identify important aspects of the quality we expect from their work</li> <li>Identify potential risks</li> <li>Collect and organize data for our daily quality control checklist</li> <li>Require subcontractor to fill out quality control checklist daily</li> <li>Follow up on quality control list from each subcontractor to ensure accuracy</li> <li>Take immediate action when the standards are not maintained and issue non-conformance notices</li> <li>Communicate results to subcontractors and make immediate adjustments</li> <li>Recognize subcontractors when quality meets or exceeds our standard</li> <li>Scheduling</li> <li>Safety meetings</li> <li>Jobsite reporting</li> <li>Weekly progress meetings</li> <li>Budget review</li> </ul> <p>EVENTS</p> <ul style="list-style-type: none"> <li>Course Design and build</li> <li>Event organization</li> <li>Spectators experience</li> <li>Broadcasting</li> </ul> <p>SKATEPARK RENOVATION AND REPAIR</p> <ul style="list-style-type: none"> <li>Routine biannual control</li> <li>Concrete cracks and impacts repair / renovation when necessary</li> <li>Metal repair / renovation when necessary</li> </ul> <p>LANDSCAPE ARCHITECTURE</p> <ul style="list-style-type: none"> <li>Earthworks / Subgrade &amp; Fine Grading</li> <li>Planting selection</li> <li>Watering system installation</li> </ul>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Skateparks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with the design and build of skateparks are offered.	*
67	Bike Parks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with the design and build of bike parks are offered.	*
68	Pump Tracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with the design and build of pump tracks are offered.	*
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with Design-build services, site assessment, site preparation, installation, maintenance and repair, including warranty programs are offered.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We generate internal weekly progress reports that monitor the success of every detail throughout the project cycle. Each progress and financial line item we schedule is double checked in an estimated vs. actual format. Examples include the following parameters:</p> <ul style="list-style-type: none"> <li>- Follow up on progress: Are we on time compared to announced schedule?</li> <li>- Resources: Are we mobilizing enough resources to respect the schedule? Are we mobilizing too many?</li> <li>- Customer satisfaction: How is the Customer's relationship? Are we satisfying all their needs?</li> <li>- Schedule of values: Does our level of expenses match the provisions?</li> </ul> <p>Our reporting is performed on a weekly basis regardless of project duration in order to keep tight control of progress, timing, and budget. We believe monitoring our key metrics is the best way to ensure our project is on track to meet client expectations. In this way, we can make adjustments early on in the chance we discover potential hold-ups or if the Client has desired changes. If we need to, we can and will readjust our time and resources to ensure success.</p>
71	Describe the methods or techniques that impact the durability or longevity of your product.	<p>A skatepark is subject to intense use from riders by design. Features and installations must be strong and able to withstand the thousand impacts during its life span. We at California Skateparks know the extent of the structural demand through experience as skateboarders ourselves. Therefore, we are able to meet and exceed this demand by using the strongest concrete we can source, mixed by experts to ensure top quality. We then install angle iron and metal coping on the exposed edges of concrete to protect them from chipping and grinding away. We also design drainage systems to ensure excess water or snow does not build up and cause excess damage.</p>
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>As stated above, we design and construct our facilities with top-tier concrete mix, protected by angle iron and metal coping when possible. In the cases of more unique elements, we source and import materials of the highest quality. For example, our pool coping, and tile are selected on a park-by-park basis, then hand-installed and waxed to ensure longevity. Our custom ornamental metals are high-grade steel that can withstand grinding, treated against rust, and painted to last. The cohesiveness of our design, quality of our materials, and due diligence in installation ensure that the completed facility will be more durable and as safe to users as any competitor's product available.</p>
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>The first step in creating a safe space for users lies in design. We aim to create cohesive flow of the skate facility, grouping more advanced obstacles in specific zones, while the remaining space consists of intermediate or even beginner sections off to the side, away from advanced speeding skaters. In the beginner areas, we typically design spaces that have benches, flat ground, and even room for parents to watch from a safe distance. In combination with signage describing park rules and safety gear requirements, we ensure minimization of unnecessary injuries to users.</p>
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>California Skateparks' key advantage is the diverse background of our team's individuals. We have professional skateboarders who know what they need in a top-grade park, expert designers, experienced construction workers, and everything in between. The collaborative work process we utilize ensures that every opinion is heard, which ultimately results in a finished product that has been reviewed by twenty or thirty different collaborators with unique educations, skill sets, and individual inputs. In this way, our facilities are cohesive designs, in their use of top manufactured materials tailored to fit each unique community setting in a case-by-case basis. Each of our projects requires a unique approach in terms of climate and community, therefore we do not employ a one-size-fits-all approach.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
None	N/A	

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - 1 - Financial Strength and Stability.zip - Tuesday November 24, 2020 14:19:16
  - [Marketing Plan/Samples](#) - Marketing Approach Document.pdf - Tuesday November 24, 2020 15:20:31
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty and Maintenance Document.pdf - Tuesday November 24, 2020 15:21:20
  - [Pricing](#) - Pricing Document.pdf - Tuesday November 24, 2020 16:09:30
  - Additional Document (optional)

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joseph M. Ciaglia, Jr., President, California Skateparks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420</b> Thu October 29 2020 09:47 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420</b> Fri October 9 2020 04:18 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT #112420-CAS**

THIS AMENDMENT is by and between **Sourcewell** and **California Skateparks** (Vendor).

Vendor was awarded a Sourcewell Contract for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services effective January 4, 2021, through December 28, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 6. Network Security and Privacy Liability Insurance of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
 By: Jeremy Schwartz  
 Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 6/15/2021 | 10:58 PM CDT

**California Skateparks**

DocuSigned by:  
 By: Joseph Ciaglia  
 Joseph Ciaglia B15FBC5853EE4FB...

Title: President

Date: 6/15/2021 | 9:52 AM PDT

**Sourcewell-APPROVED:**

DocuSigned by:  
 By: Chad Coquette  
 Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 6/16/2021 | 5:52 AM CDT



July 2, 2021

City of Los Angeles  
Recreation and Parks Department  
221 N. Figueroa St.  
Los Angeles, CA 90012  
Attn: John Busby

Dear John,

We authorize the City of Los Angeles, Department of Recreation and Parks, to use contract #112420-CAS, between California Skateparks, 273 N. Benson Ave., Upland, CA 91786 and Sourcewell, 202 12<sup>th</sup> St. Northeast, P.O. Box 219, Staples, MN 56479 for future contracting needs. A copy of this contract is attached.

Please contact me with any further questions. We look forward to working with the City of Los Angeles.

Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Ciaglia", is written over a light blue horizontal line.

Joseph M. Ciaglia Jr.  
President  
[joe@californiaskeateparks.com](mailto:joe@californiaskeateparks.com)

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

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

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **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 **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **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 **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 an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

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

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

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

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

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

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

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

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

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

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

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

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

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

**PSC-41. Compliance with California Public Resources Code Section 5164**

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

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

### **PSC-43. Confidentiality**

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

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

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 (WC) and Employer's Liability (EL)**

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_\_ **General Liability** \_\_\_\_\_

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

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

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Pollution Liability** \_\_\_\_\_

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

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** \_\_\_\_\_

# Attachment II

## COMPLIANCE PACKAGE

### REQUEST FOR PROPOSALS/BIDS/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 (cover sheet required)



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS –**  
**REQUEST FOR BID**  
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E.	Contractor Responsibility Ordinance – Pledge of Compliance	<u>J.C.</u>
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CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SUB 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/BIDS/SUBMISSIONS OF QUALIFICATIONS**

I/We, Joseph M. Ciaglia Jr.

being first duly sworn, deposes and states: That the undersigned

President

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of California Skateparks

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification 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/bids/submissions of qualification the said proposer:

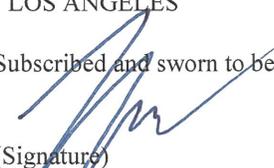
- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification 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/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification 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/bid/submission of qualification or cancellation of any concession contract awarded pursuant to this proposal/bid/submission of qualification.

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)

8/11/2021

(Month/Year)(Date)

**PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

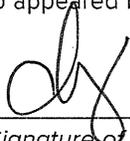
Subscribed and sworn to (or affirmed) before me on

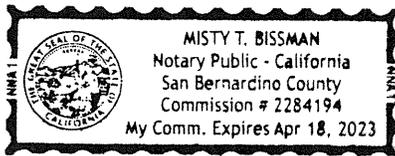
this 1st day of August, 2021, by  
*Date Month Year*

(1) Joseph M. Ciaglia Jr.

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature   
*Signature of Notary Public*



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS**

I/We, Stephanie Ciaglia  
being first duly sworn, deposes and states: That the undersigned

Secretary  
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of  
California Skateparks

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification 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/bids/submissions of qualification the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification 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/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification 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/bid/submission of qualification or cancellation of any concession contract awarded pursuant to this proposal/bid/submission of qualification.

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  
*Stephanie Ciaglia*  
(Signature)  
8/11/2021  
(Month/Year)(Date)

**PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

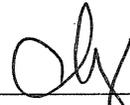
County of San Bernardino

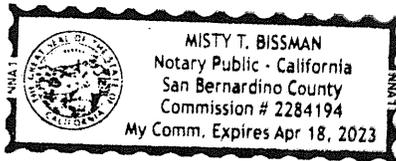
Subscribed and sworn to (or affirmed) before me on this 1<sup>st</sup> day of August, 20 21, by  
*Date Month Year*

(1) Stephanie Ciaglia

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature   
*Signature of Notary Public*



Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



## **SECTION B**

### **DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS**

All Responses submitted in response to the RFP/RFB/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/BIDS/SUBMISSIONS OF QUALIFICATIONS

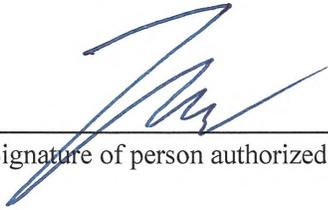
All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure 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/bid/submission of qualification 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/bid/submission of qualification 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/Bids/Submissions of Qualifications and agree that the City of Los Angeles may release any materials and information contained in the proposal/bid/submission submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal/Bid/Submission of Qualification.”



\_\_\_\_\_  
Signature of person authorized to bind proposer

Date 08/01/2021

## 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.

### 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 Bids, Requests for Bids, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit Bids 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 proposal/bid/submission of qualification will result in the proposal/bid/submission of qualification being deemed unresponsive and being rejected.**

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response



## 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/>

Bidders 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). Bidder shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All Bidders shall complete and return, with their Bid, the Responsibility Questionnaire (Exhibit E), see attachment file for Questionnaire) included in the Exhibit Section. Failure to return the completed questionnaire may result in a Bidder being deemed non-responsive. (CRO RFB Language – rev 7/1/03)

#### ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the ordinance, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its Bids to the responsibility questionnaire within thirty calendar days after any change to the Bids previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the 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:

2. 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.
3. 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.
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
5. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

#### **INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal/bid/submission of qualification (Including All Pages Following).

# CITY OF LOS ANGELES

## CONTRACTOR RESPONSIBILITY ORDINANCE (Los Angeles Administrative Code Section 10.40 et seq.)

### 1. What is the Contractor Responsibility Ordinance?

8 of 16

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 Bids and 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 proposal/bid/submission of qualification. If a bidder/proposer does not submit a completed Questionnaire with the proposal/bid/submission of qualification, 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.

### **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.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

## **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.

## **16. 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).

## **17. 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.

## **18. 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 proposal/bid/submission of qualification 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

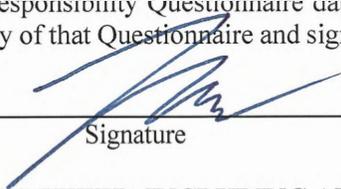
BIDDER/CONTRACTOR INFORMATION

<u>California Skateparks</u>	<u>962150</u>		
Bidder/Proposer Business Name	Contractor's License Number		
<u>273 N Benson Avenue</u>	<u>Upland</u>	<u>CA</u>	<u>91786</u>
Street Address	City	State	Zip
<u>Joseph M. Ciaglia Jr. - President</u>	<u>(909) 949-1601</u>	<u>(909) 608-0212</u>	
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.

<u>Joseph M. Ciaglia Jr.</u>		<u>08/01/2021</u>
Print Name, Title	Signature	Date

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 17**

**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: 05 / 09 / 2007 State of incorporation: California  
List the corporation's current officers.  
**President:** Joseph M. Ciaglia Jr.  
**Vice President:** N/A  
**Secretary:** Stephanie Ciaglia  
**Treasurer:** N/A

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.  
N/A N/A

**Partnership:** Date formed: N/A / / State of formation: N/A  
List all partners in your firm. Use Attachment A if more space is needed.  
N/A N/A

**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.  
N/A N/A

**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.**  
N/A N/A

### 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 RESOURCE 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.

#### D. 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: 2020 EMR-1: .101 YR 2: 2019 EMR-2: .135 YR. 3: 2018 EMR-3: .294

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.

**E. PERFORMANCE HISTORY**

12. How many years has your firm been in business? 14 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.

**F. 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.

• Payment to subcontractors?

Yes  No

• Work performance on a contract?

Yes  No

• Employment-related litigation brought by an employee? Work performance on a contract?

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.

#### G. 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.

**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.

Joseph M. Ciaglia Jr. - President  
Print Name, Title

Signature

08/01/2021  
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.

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### Section C. Ownership and Name Changes

#### Question 1

Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

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.

- **Yes**
- **Common Ownership/Position: California Landscape & Design Inc. – Joseph M. Ciaglia, Jr**

#### Question 2

Has any of the firm's owners, partners, or officers operated a similar business in the past five (5) years?

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.

- **Yes**
- **California Landscape & Design Inc., 273 N Benson Ave, Upland, CA 91786 – Joseph M. Ciaglia, Jr**

#### Question 4

Are any of your firm's licenses held in the name of a corporation or partnership?

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

- **Yes**
- **California Skateparks – License # 962150**

## 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.

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### **Section D. Financial Resource and Responsibility**

#### **Question 10 – Explanation of EMR Rates in Excess of 1.0**

- All three EMRs are overstated as a result of payroll data that was missing and not factored in WCIRB calculations. We have been working with the insurance carrier to complete the process of entering the missing data, however issues with auditors have prolonged the process. An initial auditor tasked with correcting the issue unfortunately passed away. Early last year, a second auditor was assigned whom went on an extended leave of absence since mid-year. Currently, we are working with a 3rd auditor to complete the process. We are awaiting results from the auditor. We expect that the missing payroll data will result in a drastically reduced EMR for the 3 Experience Modification Rates in question.

## 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.

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### Section E. Performance History

**Question #13: Has your firm ever held any contracts with the City of Los Angeles or any of its departments?**

**(Answer: Yes) List of contracts with the City of Los Angeles for the last 10 years.**

#### **Echo Park Recreation Center Skatepark**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Craig Raines / (818) 481-0662
- c. Purpose of contract: Facility improvements: Skatepark, Concrete, Perimeter Fencing, Metal Fencing, Bio-retention
- d. Total cost: \$1,106,872.00
- e. Starting date: 7/1/2018
- f. Ending date: 6/30/2019

#### **Southeast Valley Roller and Skateboard Rink- Phase I**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Michael Shull / (818)673-1453
- c. Purpose of contract: Construction of a 25,000 Sf Skatepark
- d. Total cost: \$1,456,650.00
- e. Starting date: 7/1/2012
- f. Ending date: 9/1/2013

#### **Peck Park Skate Park**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Michael Shull / (818)673-1453
- c. Purpose of contract: New Skate Park Construction
- d. Total cost: \$498,000.00
- e. Starting date: 5/1/2013
- f. Ending date: 8/1/2013

## 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.

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### **Lake Street Skate Park Repairs**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Michael Shull / (818)673-1453
- c. Purpose of contract: Skate Park Repair
- d. Total cost: \$33,000.00
- e. Starting date: 6/1/2013
- f. Ending date: 7/1/2013

### **Sunland Skate Park**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Jimmy Newsom / (818)673-1453
- c. Purpose of contract: Skate Park Repair
- d. Total cost: \$62,800.00
- e. Starting date: 4/1/2013
- f. Ending date: 6/1/2013

### **Jackie Tatum Harvard Recreation Center Skate Plaza**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Nicholas Pendorf / (213) 473-0652
- c. Purpose of contract: Construction of a 10,000 Sf. Skate Park
- d. Total cost: \$671,295.00
- e. Starting date: 11/1/2010
- f. Ending date: 9/1/2011

### **Westchester Recreation Center Park Renovation-Entry Improvements**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Craig Raines / (818) 481-0662
- c. Purpose of contract: Construct New ADA Compliant Walkways and Ramps, Landscape, Irrigation and Ornamental Iron
- d. Total cost: \$405,215.00
- e. Starting date: 4/1/2011
- f. Ending date: 8/1/2011

### **Lanark Play Pits and Park Improvements**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: John Kolody / (213) 485-4801
- c. Purpose of contract: Prepare Site for New Play Equipment Including Sidewalks and Landscaping
- d. Total cost: \$198,750.00
- e. Starting date: 5/1/2011
- f. Ending date: 8/1/2011

**ATTACHMENT B FOR SECTIONS D THROUGH I**

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**Westchester Recreation Center- Skate Plaza**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Craig Raines / (818) 481-0662
- c. Purpose of contract: Construction of a 7,000 Sf. Skate Park
- d. Total cost: \$225,000.00
- e. Starting date: 5/1/2011
- f. Ending date: 7/1/2011

**Andres & Maria Cardenas Recreation Center - Skate Plaza**

- a. Entity Name: City of Los Angeles - Department of Recreation and Parks
- b. Contact and phone number: Michael Shull / (818)673-1453
- c. Purpose of contract: Construction of a 5,000 Sf. Skate Park
- d. Total cost: \$135,000.00
- e. Starting date: 1/1/2011
- f. Ending date: 3/1/2011

## ATTACHMENT B FOR SECTIONS D THROUGH I

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### **Section E. Performance History**

**Question #14: 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**

**List of similar contracts with any private or governmental entity (other than City of Los Angeles) over the last 5 years.**

1.

Entity: A Gathering Place for Tulsa Riverfront Park / Tulsa, OK  
Contact person: Christopher Gates  
Phone number (348)-482-5000  
Size: 26,200 SF Cost \$1,104,098.00  
Start Date: 11/10/16  
Completion date: 8/23/18  
Purpose: Design and Specialty Skatepark Construction

2.

Entity: McNamara All Wheels Skatepark, Merced, CA  
Contact person: Joey Chavez / Building Healthy Communities  
Phone number (209) 385-6978  
Size: 5,692 SF Cost \$310,000.00  
Start Date: 3/01/18  
Completion date: 8/10/18  
Purpose: Design and Construction

3.

Entity: Central City Park Macon, GA Phase II (We also completed Phase I)  
Contact person: Clay Murphy  
Phone number (478)-447-3263  
Size: 10,000 SF Cost \$550,000.00  
Start Date: 11/15/17  
Completion date: 2/4/19  
Purpose: Design and Construction for Skatepark

## ATTACHMENT B FOR SECTIONS D THROUGH I

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### Section E. Performance History

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**List of similar contracts with any private or governmental entity (other than City of Los Angeles) over the last 5 years.**

4.

Entity: La Colonia Park Skatepark / Solana Beach, CA

Contact person: Kirk Wenger

Phone number (858) 720-2453

Size: 5,500 SF Cost \$ 972,946.92

Start Date:6/18/18

Completion date: April 2019

Purpose: Design and Construction of Skatepark

5.

Entity: Mel Nunes Sportsfield Park, Newark Park Improvements

Contact person: Richard Harrison / General Contractor: O.C. Jones & Sons, Inc.

Phone number 408-442-6634

Size: 12,000 SF Cost \$ \$606,125.00

Start Date:4/11/19

Completion date: 9/6/19

Purpose: Specialty Skatepark Construction

6.

Entity: Lauridsen Skatepark, Des Moines, Iowa

Contact: Bob Rice

Phone Number: 515-286-3705

Size: 88,200 SF Cost: \$ 1,856,900.00

Start Date: 5/1/20

Completion Date: May 2021

## ATTACHMENT B FOR SECTIONS D THROUGH I

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### Section E. Performance History

**Question #14: 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**

**List of similar contracts with any private or governmental entity (other than City of Los Angeles) over the last 5 years.**

7.

Entity: City Line Skatepark / Brooklyn, NY

Contact: New York City, Parks and Recreations/ Igor Gerber/ General Contractor AAH Construction

Phone Number: (718)-267-1300

Size: 4,000 SF Cost: \$287,000.00

Start Date:4/1/19

Completion Date:4/23/19

Purpose: Specialty Skatepark Construction

8.

Entity: Playground 134, Bronx, NY

Contact: New York City Park and Recreation

Phone Number: (718)-430-1854

Size: 7,800 SF Cost: \$582,997.00

Start Date: 8/15/2020

Completion Date:6/2021

9.

Entity: Riverside Skatepark, Manhattan, NY

Contact: New York City Parks and Recreations

Phone Number (212)-408-0264

Size: 19,660 SF Cost: \$578,105.00

Start Date: 10/1/19

Completion Date: May 2021

## ATTACHMENT B FOR SECTIONS D THROUGH I

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### **Section E. Performance History**

**Question #14: 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**

**List of similar contracts with any private or governmental entity (other than City of Los Angeles) over the last 5 years.**

10.

Entity: Pukalani Community Park Upcountry Maui, Hawaii

Contact: April Shiotani

Phone Number: (808)-270-8017

Size: 12,000 SF                      Cost: \$ 764,260.00

Start Date: 5/1/18

Completion Date: 9/15/18

Purpose: Design and Construction of Skatepark

## ATTACHMENT B FOR SECTIONS D THROUGH I

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### Section G. Compliance

#### Question #24

**Part 1: Apprenticeship Program Sponsors approved by California Division of Apprenticeship Standards that will provide apprentices on any public works projects that will be awarded by the City of Los Angeles.**

Trade: Cement Mason

Name: Southern California Cement Masons J.A.C.

Address: 5417 Peck Road, Arcadia, CA 91106

Contact: Armando Pena

Telephone: (626) 444-4600

#### Question #24

**Part 2: Apprenticeship Program Sponsors approved by California Division of Apprenticeship Standards that have provided apprentices on any public works projects participated in the last 3 years**

Trade: Cement Mason

Name: Southern California Cement Masons J.A.C.

Address: 5417 Peck Road, Arcadia, CA 91106

Contact: Armando Pena

Telephone: (626) 444-4600

## 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.**

<u>California Skateparks - 273 N Benson Avenue, Upland, CA 91786 - (909) 949-1601</u>	
Company Name, Address and Phone Number	
	<u>08/01/201</u>
Signature of Officer or Authorized Representative	Date
<u>Joseph M. Ciaglia Jr. - President</u>	
Print Name and Title of Officer or Authorized Representative	
<u>Recreation and Parks</u>	
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)

**PREVAILING WAGES (If Applicable)**

A contract awarded hereunder may 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/bid/submission of qualification prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

**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 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?**

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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: <u>California Skateparks</u> Phone Number: <u>(909) 949-1601</u>
2. Company Address: <u>273 N Benson Avenue, Upland, CA 91786</u>
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: <u>General Contractor</u>

**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:                             <ol style="list-style-type: none"> <li>A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. MULTIPLY B by 8: \$ <u>0</u></li> </ol> </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.

<u>Joseph M. Ciaglia Jr.</u> Print Name of Person Completing This Form	_____ Signature of Person Completing This Form
<u>President</u> Title	<u>(909) 949-1601</u> Phone #
	<u>08/01/2021</u> 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 included in a service contract, but contractors financial assistance, plants, leases, leases, and leases and as discussed are subject to the LWO unless an exemption applies.

**CONTRACTOR INFORMATION:**

1. Company Name: \_\_\_\_\_ Office 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: \_\_\_\_\_

**NON-COVERAGE INFORMATION**

TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS

REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.12 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 labor force", 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 ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION PERTINENT TO THE REASON:

**TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY**

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> State Funded Services provided through grant/funding Agency indicates in award that the provisions of LWO financial should not apply.	Provide a copy of grant/funding agency's determination that LWO...

**TO BE REQUESTED BY CONTRACTORS ONLY**

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (L.A.C. 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contain 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 supersession 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 requires - (L.A.C. 10.37.1(f)) Only the individual employee who are required to possess an Occupational license to provide services to either the City and/or empl.	A listing of the employees required to possess occupational license to perform services to either the City AND Copies of each of those 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 OR APPROVAL IS APPLICABLE ONLY TO THE LATEST CONTRACT FROM HELD DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPLIED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

**AWARDDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Email: \_\_\_\_\_ 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 RFB. 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 BID, PROPOSALS,**  
**QUALIFICATIONS (RFB, RFP, 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).

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. Bidder 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 Bidder's BIP outreach documentation. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A Bidder's failure to utilize and complete their BIP Outreach may result in their proposal/bid/submission of qualification being deemed non-responsive.

All BIP Outreach documentation must be submitted with the bid response submittal deadline.

Note – the BIP Outreach closes on its own deadline which is prior to submittal deadline for bid responses.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFB
WBE Participation:	See RFB
SBE Participation:	See RFB
EBE Participation:	See RFB
DVBE Participation:	See RFB

NOTE: It is recognized that it is not possible at the time of submission of the RFB, RFP, RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFB, RFP, 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 BID (RFB) 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 operation 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 RFB 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 RFB 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 RFB 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	<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 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	<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.

**Note:** If the RFB states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</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 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 RFB response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFB 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 RFB 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 RFB 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 RFB 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 RFB submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

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 RFBs, making a copy of the RFB 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 RFB response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposal/bid/submission of qualification submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a proposal/bid/submission of qualification 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 proposals/bids/submissions of qualifications received. This list must include an explanation of the evaluation that lead to the proposal/bid/submission of qualification 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 RFB 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 RFB response being deemed non-responsive.

**Note:** For the purposes of this RFB 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 RFB 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 RFB response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFB 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 RFB 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 RFB 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 RFB 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 RFB 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/bid/submission of qualification 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/bid/submission of qualification 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/bids/submissions of qualifications 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.
	None.			

NOTE: I hereby declare that I will be utilizing this list to solicit proposals/bids/submissions of qualifications from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Bid for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

  
 \_\_\_\_\_  
 Signature of Person Completing this Form

\_\_\_\_\_  
 President                      08/01/2021  
 Title                              Date

\_\_\_\_\_  
 Joseph M. Ciaglia Jr.  
 Printed Name of Person Completing this Form

**MUST BE SUBMITTED WITH THE RFB RESPONSE**

## SCHEDULE B

### TASK WORK ORDER LIST OF SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>	<b>Work Order Number</b>
----------------------	--------------------------

<b>Contractor</b> California Skateparks	<b>Address</b> 273 N Benson Avenue, Upland, CA 91786
<b>Contact Person</b> Joseph M. Ciaglia Jr.	<b>Phone/Fax</b> (909) 949-1601 / (909) 608-0212

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

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <p style="margin: 0;">Signature of Person Completing this Form</p> </div> <div style="text-align: center; margin-bottom: 20px;"> <p style="margin: 0; font-size: 1.2em;">Joseph M, Ciaglia Jr.</p> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <p style="margin: 0; font-size: 0.8em;">Printed Name of Person Completing this Form</p> </div> <div style="display: flex; justify-content: space-around; margin-bottom: 20px;"> <div style="text-align: center;"> <p style="margin: 0; font-size: 1.2em;">President</p> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <p style="margin: 0; font-size: 0.8em;">Title</p> </div> <div style="text-align: center;"> <p style="margin: 0; font-size: 1.2em;">08/01/2021</p> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <p style="margin: 0; font-size: 0.8em;">Date</p> </div> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED**

## SCHEDULE C MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title	Contract No.
---------------	--------------

Consultant <b>California Skateparks</b>	Address <b>273 N Benson Avenue, Upland, CA 91786</b>
Contact Person <b>Joseph M. Ciaglia Jr.</b>	Phone/Fax <b>(909) 949-1601 / (909) 608-0212</b>

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT	_____	
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:	
TOTAL WBE PARTICIPATION	\$	%	_____	
TOTAL SBE PARTICIPATION	\$	%	President	08/01/2021
TOTAL EBE PARTICIPATION	\$	%	Title:	Date:
TOTAL DVBE PARTICIPATION	\$	%	_____	
TOTAL OBE PARTICIPATION	\$	%	_____	

**MUST BE SUBMITTED WITH EACH INVOICE**

## SCHEDULE D FINAL SUBCONTRACTING REPORT

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b> California Skateparks	<b>Address</b> 273 N Benson Avenue, Upland, CA 91786	
<b>Contact Person</b> Joseph M. Ciaglia Jr.		<b>Phone</b> (909) 949-1601

Name, Address, Telephone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form	Joseph M, Ciaglia Jr. Printed Name	President Title	08/01/2021 Date
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**SUBMIT WITHIN 15 DAYS OF TASK WORK ORDER COMPLETION**

## 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:

<https://ethics.lacity.org/contracts/bidders/>

#### **INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.

# Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)	
	Recreations and Parks	
Bidder Name		
California Skateparks		
Address		
273 N Benson Avenue, Upland, CA 91786		
Email Address	Phone Number	
admin@caskateparks.com	(909) 949-1601	

## 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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

\_\_\_\_\_  
Joseph M. Ciaglia Jr.  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
08/01/2021  
Date

**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: California Skateparks

I. Corporate or Main Office Address:

273 N Benson Ave

Upland , CA 91786

\_\_\_\_\_

II. Total Number of Employees in the Organization: **35**

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

0% ; Percentage Residing in the City: 8%

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

N/A

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The

City: 0% ; Percentage Residing in the City: 0%

## **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.

California Skateparks  
Contractor or Name of Company

By: (Signature)

08/01/2021  
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.

# Prohibited Contributors (Bidders)

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 at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment: \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN): \_\_\_\_\_ Date Bid Submitted: 08/01/2021

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
\_\_\_\_\_

Awarding Authority (Department awarding the contract): Recreation and Parks

Bidder Name: California Skateparks

Bidder Address: 273 N Benson Avenue, Upland, CA 91786

Bidder Email Address: admin@caskateparks.com Bidder Phone Number: (909) 949-1601

### Schedule Summary

Please complete all three of the following.

<p><b>1. SCHEDULE A – Bidder's Principals</b> (check one) The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. (If you check "Yes", Schedule A is required.)</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> (check one) The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page) <u>3</u></p>	

### Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Joseph M. Ciaglia Jr.  
Name

[Signature]  
Signature

President  
Title

08/01/2021  
Date

## Schedule A - Bidder's Principals

Please identify the names and titles of all 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.

Name: <u>Joseph M. Ciaglia Jr.</u>	Title: <u>President</u>
Address: <u>273 N Benson Avenue, Upland, CA 91786</u>	

Name: <u>Stephanie Ciaglia</u>	Title: <u>Secretary</u>
Address: <u>273 N Benson Avenue, Upland, CA 91786</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

## 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 the threshold.

Subcontractor's Name  N/A
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

*\* Each principal's name and title must be 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.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

# Form 55 Instructions



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## INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

## CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

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[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

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200 North Spring Street  
City Hall 24th Floor, Suite 2410  
Los Angeles CA 90012

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[ethics.lacity.org](http://ethics.lacity.org)

## BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a contract is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does not include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

## PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

### A. ORIGINAL OR AMENDED FILING

#### ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

#### AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

**Example 1:** Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.

**Example 2:** Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.

### B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

### C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

## D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

## E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

## F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

**Remember to amend your Form 55 to keep this information current.**

## G. SCHEDULE SUMMARY

### ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

**Example 1:** You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

**Example 2:** You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

**Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.**

---

## ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

**Example 1:** Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2:** Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

**Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.**

---

## ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

## H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

## PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the Instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

**Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.**

## PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

**Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.**

## 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.

All construction contracts and non-construction contracts of \$25,000 or more with the City of Los Angeles 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. Effective July 1, 2016 the Non-Discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for contractors to complete affidavits on BAVN. By affixing its signature to a contract, the contractor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a contractor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions.

Bidders/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 website at

<https://bca.lacity.org/Uploads/eo/NDEEOAAP%20Admin%20Code.pdf>

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 proposals/bids/submission of qualification 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 proposal/bid/submission of qualification 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 accommodation 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 –**

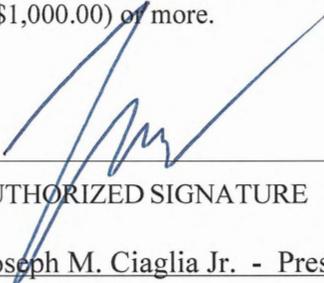
**The Contractor by its signature affixed hereto declares under penalty of perjury that:**

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.

California Skateparks  
COMPANY NAME

273 N Benson Avenue  
ADDRESS

Upland, CA 91786  
CITY, COUNTY, STATE, ZIP

  
AUTHORIZED SIGNATURE

Joseph M. Ciaglia Jr. - President  
NAME AND TITLE (TYPE OR PRINT)

(909) 949-1601 / admin@caskateparks.com  
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.

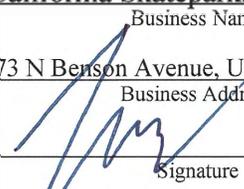
All Requests for Proposals/Bids/Submissions of Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals/bids/submissions of qualifications for prospective contracts with the City. **All bidders 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 proposal/bid/submission of qualification will result in the proposal/bid/submission of qualification 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.

California Skateparks (909) 949-1601  
Business Name Telephone No.

273 N Benson Avenue, Upland, CA 91786  
Business Address

 President  
Signature Title

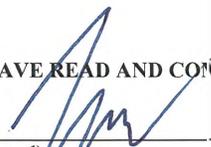
Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and 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

Level I Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Level III Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Work-at-home following maternity leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: (Describe) _____		

**I HAVE READ AND COMPLETED:**

 08/01/2021  
(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

<b>Date Filed:</b>	<b>Expiration Date:</b>
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**City of Los Angeles**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT**  
**OBLIGATIONS**

This document must be returned with the  
Proposal/Bid/Submission of Qualification

The undersigned hereby agrees that  
will: California Skateparks  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders 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 subcontracts and that all subcontractors shall certify and disclose accordingly.

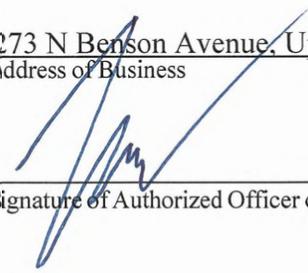
To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Upland/San Bernardino/CA  
City/County/State

Date 08/01/2021

California Skateparks  
Name of Business

273 N Benson Avenue, Upland, CA 91786  
Address of Business

  
Signature of Authorized Officer or Representative

Joseph M. Ciaglia Jr.  
Print Name

President  
Title

(909) 949-1601  
Telephone Number

**SECTION N**

**IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposal/bid/submission of qualification 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”.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at

<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>

**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 proposal/bid/submission of qualification 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> California Skateparks		<i>BTRC(orn/a)</i> 0000082305-0002-0
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Joseph M. Ciaglia Jr. - President		
<i>Date Executed</i> 08/01/2021	<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/bid/submission of qualification 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, RFB, RFP, RFI 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 with your Response to this RFQ, RFB, RFP, RFI. The agreement number will be added to conform to the contract once fully executed.

## **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:                      California Skateparks

\_\_\_\_\_  
**Joseph M. Ciaglia Jr. - President**

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

**SECTION P**  
**OUT-OF-STATE BIDDERS**

## 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:     N/A    

If Bidder has no permit number, check box below and sign.

No Permit Number: [  ]     N/A    

Signature:     N/A    

Date:     08/01/2021

**SECTION Q**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET/  
GOVERNMENTAL PROJECT SHEET**

**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 Joseph M. Ciaglia Jr. Title President  
Years Experience 30 Current Licenses and/or Certifications 597267 - A, B, C23, C27, C53, C61/D12  
Other Pertinent Information ACI Shotcrete Nozzleman, Licensed in 13 States, Experienced in Project Management, Construction, Finance

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Name of Employee Zach Wormhoudt Title Landscape Architect  
Years Experience 25 Current Licenses and/or Certifications Licensed California Landscape Architect #4305  
Other Pertinent Information B.S. in Landscape Architecture from CalPoly SLO, Experienced in Design, Construction Documents, Budgeting.

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Name of Employee Mario Rodriguez Title Project Manager  
Years Experience 26 Current Licenses and/or Certifications California Licensed Concrete Contractor, OSHA 30  
Other Pertinent Information Over 26 years of experience in Construction, Scheduling, Estimating, Quality Control, and Budgeting.

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Name of Employee William D. Minadeo III Title Supervisor  
Years Experience 25 Current Licenses and/or Certifications OHSA 10 and OSHA 30 Certified  
Other Pertinent Information Over 25 years of experience in Construction, scheduling, Estimating, Quality Control and Budgeting.

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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 \_\_\_\_\_

**Please print additional pages if require**

# 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 Bid package for determining the successful Bidder. 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 Lauridsen Skatepark

Location of Project 901 2nd Avenue, Des Moines, Iowa 50309

Project Description California Skatepark provided design and construction services for the massive 88,000 SF skatepark.

Amount of the Contract \$ 1,856,900.00 Duration in Months 12 months

Awarding Agency Polk County Public Works

Awarding Agency Address 5885 NE 14 st.

City Des Moines State Iowa Zip Code 50313

Awarding Agency Telephone Number (Include Area Code) 515-286-3705

Awarding Agency Project Liaison Robert Rice, Director

Project Liaison Telephone Number (Include Area Code) 515-286-3705

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Name of Project LaColonia Park Skatepark

Location of Project 715 Valley Ave, Solana Beach, CA 92075

Project Description California Skateparks assisted with deisgn and provided speciality skatepark construction

Amount of the Contract \$97,2946.92 Duration in Months 9 months

Awarding Agency City of Solano Beach

Awarding Agency Address 635 Hwy 101, Solana Beach, CA 92075

City Salono Beach State CA Zip Code 92075

Awarding Agency Telephone Number (Include Area Code) (858) 720-2453

Awarding Agency Project Liaison Kirk Wenger

Project Liaison Telephone Number (Include Area Code) (858) 720-2453

---

Name of Project David Cutino Park

Location of Project 1324 La Salle Ave, Seaside, CA 93955

Project Description California Skateparks provided specialty skateparks construction services

Amount of the Contract \$298,965.00 Duration in Months 4 months

Awarding Agency City of Newark

Awarding Agency Address 37101 Newark Blvd

City Newark State CA Zip Code 94560

Awarding Agency Telephone Number (Include Area Code) 510-578-4000

Awarding Agency Project Liaison Jason Imai P.E.

Project Liaison Telephone Number (Include Area Code) 510-578-4000

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**Please print additional pages if required**

# 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 Bid package for determining the successful Bidder. 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 El Sereno Skatepark

Location of Project 4721 Klamath Place, Los Angeles, CA 90032

Project Description California provided design/ build services for this cast in place concrete park

Amount of the Contract \$408,900.00 Duration in Months 4 months

Awarding Agency City of Los Angeles

Awarding Agency Address 221 N. Figueroa St Ste 350 Los Angeles, CA 90012

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) 213-928-9052

Awarding Agency Project Liaison Craig Raines

Project Liaison Telephone Number (Include Area Code) 213-928-9052

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Name of Project Cenral City Park Skatepark Ph 2

Location of Project 115 Willie Smokie Glover Dr Macon GA 31201

Project Description California Skateparks provided construction services for phase 1 of this cast in places concrete skateparks

Amount of the Contract \$550,000.00 Duration in Months 5 months

Awarding Agency Macon/ Bibb County

Awarding Agency Address PO Box 247 Macon, GA 31202

City Macon State GA Zip Code 31202

Awarding Agency Telephone Number (Include Area Code) 478-447-3263

Awarding Agency Project Liaison Clay Murphy

Project Liaison Telephone Number (Include Area Code) 478-447-3263

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Name of Project Upcountry Maui

Location of Project Pukalani Community Park / 91 Pukalani St. Makawao, HI

Project Description California Skateparks provided specialty skatepark construction for this cast in place concrete park

Amount of the Contract \$764,260.00 Duration in Months 4.5 months

Awarding Agency County of Maui

Awarding Agency Address 700 Halia Nakoa St. Unit 2

City Wailuku, State HI Zip Code 96793

Awarding Agency Telephone Number (Include Area Code) 808-270-8017

Awarding Agency Project Liaison April Shiotani

Project Liaison Telephone Number (Include Area Code) 808-270-8017

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**Please print additional pages if required**

# 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 Bid package for determining the successful Bidder. 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 Amelia Mayberry Skatepark

Location of Project 13201 Meyer Road, Whittier, CA 90605  
Park improvements: Improvement of existing park including a new skatepark, concrete hardscape, landscaping, electrical, restroom upgrade, parking lot

Project Description upgrade

Amount of the Contract \$1,649,000.00 Duration in Months 9

Awarding Agency Los Angeles Neighborhood Land Trust

Awarding Agency Address 1541 Wilshire Blvd, Suite 400

City Los Angeles State CA Zip Code 90017

Awarding Agency Telephone Number (Include Area Code) (213) 797-6541

Awarding Agency Project Liaison Davi de la Cruz/Tori Kjer

Project Liaison Telephone Number (Include Area Code) (213) 797-6541 (213) 572-0188

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Name of Project Echo Park Recreation Center Skatepark

Location of Project 1632 Bellevue Avenue, Los Angeles, CA 90026

Project Description Facility improvements: Skatepark, Concrete, Perimeter Fencing, Metal Fencing, Bio-retention

Amount of the Contract \$1,106,872.00 Duration in Months 12

Awarding Agency City of Los Angeles - Department of Recreation and Parks

Awarding Agency Address 6335 Woodley Avenue

City Van Nuys State CA Zip Code 91406

Awarding Agency Telephone Number (Include Area Code) (818) 756-8194

Awarding Agency Project Liaison Craig Raines

Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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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) \_\_\_\_\_

Please print additional pages if required

**SECTION R**  
**INFORMATION RELEASE FORM**

**DEPARTMENT OF RECREATION AND PARKS**

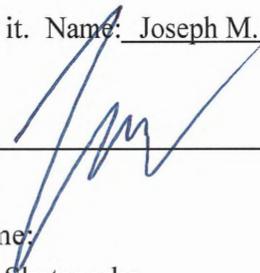
**INFORMATION RELEASE FORM**

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid 3 to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids 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: Joseph M. Ciaglia Jr. Title: President

Signature:  Date: 08/01/2021

Firm's Name: California Skateparks Phone: (909) 949-1601

Firm's Address: 273 N Benson Avenue, Upland, CA 91786  
Street, City, State Zip

**SECTION S**

**NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS  
OF QUALIFICATIONS**

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL/BID/SUBMISSION OF QUALIFICATION

I/We, Joseph M. Ciaglia Jr.

being first duly sworn, deposes and states: That the undersigned

President

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of California Skateparks (Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification 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/bids/submissions of qualifications the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification 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/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification 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/bid/submission of qualification or cancellation of any contract awarded pursuant to this proposal/bid/submission of qualification.

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 San Bernardino

Subscribed and sworn to before me this day of

(Handwritten signature)
(Signature)

President
(Title)

08/01/2021
(Date)

(Month / Year)

(Notary Public)

PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

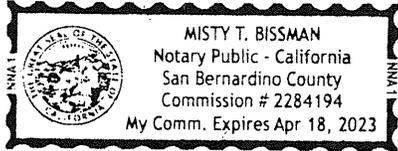
State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 1st day of August, 2021, by  
*Date Month Year*

(1) Joseph M. Ciaglia Jr.

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]  
*Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL/BID/SUBMISSION OF QUALIFICATION

I/We, Stephanie Ciaglia

being first duly sworn, deposes and states: That the undersigned

Secretary

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of California Skateparks (Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification 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/bids/submissions of qualifications the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification 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/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification 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/bid/submission of qualification or cancellation of any contract awarded pursuant to this proposal/bid/submission of qualification.

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 San Bernardino

Subscribed and sworn to before me this day of

(Month / Year)

(Notary Public)

Stephanie Ciaglia
(Signature)
Secretary
(Title)

08/01/2021
(Date)

PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on

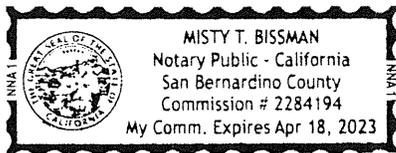
this 1<sup>st</sup> day of August, 2021, by  
*Date Month Year*

(1) Stephanie Ciaglia

(and (2) \_\_\_\_\_),

*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_

*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SUB SECTION II

**Compliance Documents to be submitted by Selected Proposer**

## **SECTION T**

### **BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFB 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 RFB 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.

You may register On Line as a new business in the City of Los Angeles, or renew your Business Tax Registration Certificate at: <http://finance.lacity.org/online-taxpayer-services>

**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					
0	0	0	0	0	8	2	3	0	5	-	0	0	0	2	-	0		L	1	8	8

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 proposal/bid/submission of qualification.

IF YOU HAVVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

						-		
--	--	--	--	--	--	---	--	--

Explanation:

## SECTION U

### CITY-APPROVED PROOF OF INSURANCE

Evidence of sufficient insurance as specified on the 146 Insurance Requirements Form (see Section II Compliance Package) 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 KwikComply at <https://kwikcomply.org/>. Additional instructions and information on complying with City insurance requirements can be found at: <http://cao.lacity.org/risk>

# 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 should 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 required method of submitting your documents. **KwikComply** 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (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

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.

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 **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.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 **KwikComply** at <https://kwikcomply.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 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 (<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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

#### **INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 146 (see separate exhibit attached to RFQ, RFB, RFP) and have all insurance documents submitted and approved prior to execution of the contract. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ, RFB, RFP.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**08/01/2021**

<b>PRODUCER</b>  	<b>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.</b>	
<b>INSURED</b>  	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>  

**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.

INSR/ADD'L LTR	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 - COMPI/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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>OTHER</b>				

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**

City of Los Angeles  
 Office of the City Administrative Officer, Risk Management  
 200 North Main Street, Room 1240  
 Los Angeles, CA 90012

**CANCELLATION**

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

---

## **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.

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)  
\_\_\_\_\_  
(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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## **SECTION V**

### **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 RFB language for instructions on how to submit proof of the performance bond.

**SECTION W**  
**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/bid/submission of qualification 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 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **SECTION X**

### **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:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-sewro>

#### **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.



**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: California Skateparks
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.

Joseph M. Ciaglia Jr.

Print Name of Person Completing This Form  
President  
Title

(909) 949-1601  
Phone #

Signature of Person Completing This Form  
08/01/2021  
Date

**AWARDING DEPARTMENT USE ONLY:**

**Dept:** \_\_\_\_\_ **Dept Contact:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

**LWO – SUBCONTRACTOR 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.**

**SECTION I: CONTRACTOR INFORMATION**

- 1) Company Name: California Skateparks Contact Person: Joseph M. Ciaglia Jr. Phone Number: (909) 949-1601  
 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 AWARDING 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 <sup>2</sup> Contractor	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? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> <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 <input type="checkbox"/> <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? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> <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? Yes No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> <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)**

<b>PART A</b>	<b>PART B</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 <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"/>					
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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"/> 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"/>					
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**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.

Joseph M. Ciaglia Jr.

Print Name of Person Completing This Form \_\_\_\_\_ Signature of Person Completing This Form \_\_\_\_\_

Title President Phone # (909) 949-1601 Date 08/01/2021

**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

## EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your proposal/bid/submission of qualification to the AWARDDING 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: California Skateparks Phone Number: (909) 949-1601
2. Company Address: 273 N Benson Avenue, Upland, CA 91786
3. Are you a Subcontractor? Yes  No  If YES, state the name of your Prime Contractor: \_\_\_\_\_
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 <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).
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.

Joseph M. Ciaglia Jr.

Print Name of Person Completing This Form

President

Title

(909) 949-1601

Phone #

Signature of Person Completing This Form

08/01/2021

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.**

### AWARDDING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

### OCC USE ONLY:

Approved/Not Approved – Reason: \_\_\_\_\_

By OCC Analyst: \_\_\_\_\_ Date: \_\_\_\_\_



## SECTION Y

### SLAVERY/BORDER WALL DISCLOSURE AFFIDAVIT

Unless otherwise exempt, in accordance with the provisions of the DO/DBWCO, any contract awarded pursuant to this RFB will be subject to the DO/DBWCO, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the DO/DBWCO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### **Disclosure of Border Wall Contracting Ordinance (DBWCO)**

The DBWCO requires that City Contractors disclose all contracts, proposal/bid/submission of qualification to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier along the border between the United States and Mexico.

For more details, see the link below: <https://bca.lacity.org/Disclosure-of-Border-Wall-Contracting-Ordinance>

#### **Slavery Disclosure Ordinance (SDO)**

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865). <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>

### **INSTRUCTIONS:**

The selected Respondent shall electronically sign and complete the Slavery/Border Wall 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 DO/DBWCO form shall be completed and submitted with the response.

## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN ([www.labavn.org](http://www.labavn.org)), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this 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) 847-2626; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

## AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, [name] Joseph M. Ciaglia Jr. am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

[company id]	[tax id]		
BAVN Company Id	EIN/TIN		
[company name] California Skateparks			
Company Name			
[company address] 273 N Benson Avenue	[city] Upland	[state] CA	[zip] 91786
Street Address	City	State	Zip
[phone] (909) 949-1601	[email]		
Phone	Email		

3. The company came into existence in [year] (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).

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

**TERMS OF ACCEPTANCE AND SIGNATURE:**

Joseph M. Ciaglia Jr.

I, [name], the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:**

[name]

[date] 08/01/2021

*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 Z

### 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).

The selected Respondent shall electronically sign and complete 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 proposal/bid/submission of qualification. 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 (two [2] pages) 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.

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.ecco@cityofla.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: EIN/TIN:
Company Name: California Skateparks
Company Address: 273 N Benson Avenue
City: Upland State: CA Zip: 91786
Contact Person: Joseph M. Ciaglia Jr. Phone: (909) 949-1601 E-mail:
Approximate Number of Employees in the United States:
Approximate Number of Employees in the City of Los Angeles:

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.
[X] 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)

..... 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.lacounty.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.lacounty.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:**

Joseph M. Ciaglia Jr.

I, \_\_\_\_\_, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

\_\_\_\_\_  
Signature

08/01/2021  
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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

<b>PRODUCER</b> Crusberg Decker Insurance 0D91080 www.cdinsurance.com 285 N. Hill Avenue #200 Pasadena CA 91106	<b>CONTACT NAME:</b> Harry Crusberg Jr <b>PHONE (A/C, No, Ext):</b> (877) 536-1250 <b>E-MAIL ADDRESS:</b> harry@cdinsurance.com	<b>FAX (A/C, No):</b> (626) 585-8517	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> California Skateparks 273 N Benson Upland CA 91786	<b>INSURER A:</b> Navigators Specialty Insurance Co <b>INSURER B:</b> California Automobile Ins. Co. <b>INSURER C:</b> THE TRAVELERS PROPERTY CASUALTY INSURANCE <b>INSURER D:</b> Und. @ Lloyd's London <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 36056 38342 25674

**COVERAGES**

CERTIFICATE NUMBER: CL218910594

REVISION NUMBER:

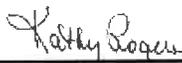
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	LA21CGLZ042B21C	03/30/2021	03/30/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BA040000040708	04/12/2021	04/12/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PPD	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y	Y	HO20EXCZ042CHIC	03/30/2021	03/30/2022	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED: RETENTION \$							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	UB-1N273770-21-26-G	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	<b>PROFESSIONAL LIABILITY CLAIMS MADE FORM</b>	Y		ANE1428963.20	03/30/2021	03/30/2022	PER OCCURRENCE	\$ 1,000,000
							PER AGGREGATE	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Los Angeles is named as additional insured including certificate holder. Coverage is primary non-contributing wording and waiver of subrogation. 30 day cancellation clause applies except 10 days for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

SOURCEWELL 202 12TH ST. NE PO BOX 219 STAPLES MN 58479	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and any other person or organization you are required to add as an additional insured under the contract or agreement described above.</p>	<p></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing "commercial construction" during the period of this policy and have agreed in a written contract to add as an additional insured for products-completed operations. "Commercial construction" does not include any habitational or residential construction other than hotels or apartments	
*	*
*	*

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph **A.1.**; or

- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number

POLICY NUMBER <b>BA040000040706</b>	POLICY CHANGES EFFECTIVE <b>4/12/2021</b>	COMPANY <b>California Automobile Ins. Co.</b>
NAMED INSURED <b>California Landscape &amp; Design Inc, California Skateparks California Rampworks, Hardcore Skateparks</b>		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED <b>Commercial Automobile</b>		
CHANGES		
It is agreed and understood that the following is listed as additional Insured as covered by this policy		
<b>Blanket Additional Insured including Waiver of Subrogation applies</b>		
Primary and Non-contributory wordings apply.		

Authorized Representative Signature

Policy Number: BA040000040708

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

Policy Number: BA040000040708

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: UB-1N273770-21-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>California Skateparks</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____	
Exemption from FATCA reporting code (if any) _____	
<small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>273 N Benson Ave</b>	Requester's name and address (optional) <b>City of Los Angeles Dept. of Recreation and Parks 221 N. Figueroa St. Ste 180 Los Angeles, CA</b>
6 City, state, and ZIP code <b>Upland, CA 91786</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
or											
<b>Employer identification number</b>											
7	2		-	0	1	1	8	2	4	7	

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ►	Date ► 8/9/2021
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**California Skateparks #112420-CAS**

Pricing for contract #112420-CAS is provided at 7% off to Sourcewell participating agencies.

# Unit Pricing Spreadsheet

The following page outlines the unit pricing for the Sourcewell Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories and Services Contract

# Sourcewell



Unit Pricing  
Skateparks, Bikeparks and Pumptracks

Date: 11/24/2020  
2021 Contract

Description	Unit	Typical Unit Price*	Sourcewell Discount (7%)	Sourcewell Unit Cost *
Conceptual Design Package	Ea	\$ 5,000.00	\$ 350.00	\$ 4,650.00
Design/Construction Documents	Ea	10%	0.70%	9.30%
General Conditions/Mobilization	Ea	13%	0.91%	12.09%
Temporary Facilities	Ea	10%	0.70%	9.30%
Site Clearing - Turf / Organic Material	Sf	\$ 2.50	\$ 0.18	\$ 2.33
Pavement Demolition and Removal	Sf	\$ 4.00	\$ 0.28	\$ 3.72
Rough Grading	Sf	\$ 5.00	\$ 0.35	\$ 4.65
Fine Grading (skatepark sculpting and	SF	\$ 4.00	\$ 0.28	\$ 3.72
Shotcrete	SF	\$ 45.00	\$ 3.15	\$ 41.85
4" Concrete Decks (Specialty Finish)	SF	\$ 12.00	\$ 0.84	\$ 11.16
6" Concrete Decks (Specialty Finish)	SF	\$ 15.00	\$ 1.05	\$ 13.95
Concrete Ledges Steps, Turn Walls	CF	\$ 85.00	\$ 5.95	\$ 79.05
Drain Pipes (Inclusive)	LF	\$ 130.00	\$ 9.10	\$ 120.90
Pipe Coping Edging, Rails	LF	\$ 70.00	\$ 4.90	\$ 65.10
Pool Coping & Tile (Skateable)	LF	\$ 125.00	\$ 8.75	\$ 116.25
Retaining Walls	CF	\$ 150.00	\$ 10.50	\$ 139.50
Bikepark Features	SF	\$ 35.00	\$ 2.45	\$ 32.55
Import	Ton	\$ 50.00	\$ 3.50	\$ 46.50

\*All Unit Costs are based on California Skateparks Standard Labor Costs. California Skateparks has always and will always comply with local and federal (Davis Bacon) requirements. If a community has federal wage requirements, unit pricing will be adjusted based on those wage determinations.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

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 (WC) and Employer's Liability (EL)** \_\_\_\_\_

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_ **General Liability** \_\_\_\_\_

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_  \_\_\_\_\_

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

\_\_\_ **Crime Insurance** \_\_\_\_\_

**Other:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
CALIFORNIA SKATEPARKS

FOR AS-NEEDED SKATEPARK, BIKE PARK, AND PUMP TRACK SOLUTIONS WITH  
RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

This Agreement (“Agreement” or “Contract”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, (herein referred to as “CITY”) a municipal corporation, Department of Recreation and Parks (hereinafter referred to as “RAP”), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as “BOARD”), and California Skateparks (hereinafter referred to as “CONTRACTOR”), CITY and CONTRACTOR shall be referred to hereinafter as the “Parties”.

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by Sourcewell, a cooperative purchasing government agency located in Staples, Minnesota (“SOURCEWELL”), to provide skatepark, bike park, and pump track solutions with related equipment, accessories, and services on an as-needed, non-exclusive basis pursuant to a Contract (hereinafter referred to as “SOURCEWELL CONTRACT”) awarded by Sourcewell to CONTRACTOR, with a term of January 4, 2021 to December 28, 2024 , as may be amended (SOURCEWELL CONTRACT #112420-CAS, attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), the City finds that it is in the best interest of RAP that competitive bidding is not practicable or advantageous or compatible with RAP’s interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as needed, pre-qualified contractor to perform the work, the price to be charged and the unique expertise of the contractor; and

WHEREAS, pursuant to Charter Section 371(e)(8), the CITY may piggyback on the SOURCEWELL CONTRACT with CONTRACTOR, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to the City’s competitive bidding requirements; and

WHEREAS, pursuant to Charter Section 371(e)(10), the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law and the Charter 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 RAP under this Agreement; and

WHEREAS, RAP desires to secure the technical, expert and professional services of a qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, in accordance with Charter Section 1022, RAP had determined it does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the services provided under this Agreement in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with pre-qualified contractors to perform this work on an as-needed basis based on bids to be received from the prequalified contractors for each qualifying project for services under this Agreement; and

WHEREAS, CONTRACTOR is experienced in providing the services of the type required, is willing to perform such services, and can provide such services to RAP; and

WHEREAS, it is in RAP's best interest to secure these services from CONTRACTOR; and

WHEREAS, RAP has the need for skatepark, bike park, and pump track solutions with related equipment, accessories, and services offered under the SOURCEWELL CONTRACT on an as-needed basis; and

WHEREAS, RAP has registered online with SOURCEWELL, which is a prerequisite for Participating Public Agencies who wish to use the SOURCEWELL CONTRACT; and

WHEREAS, the Contractor may be invited to bid on projects under this Contract on an as-needed basis (each a "Project"), and, if Contractor is awarded any such Project, Contractor has indicated its willingness to provide the necessary services for the Project upon the terms and conditions set forth in (1) this Agreement, (2) the SOURCEWELL CONTRACT, and (3) the bid notice/documents for the applicable Project and CONTRACTOR's response thereto ("Bid Documents"); and

WHEREAS, CONTRACTOR by written communication dated July 2, 2021 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized RAP as a Participating Public Agency, to the SOURCEWELL CONTRACT for the purchase of skatepark, bike park, and pump track solutions with related equipment, accessories, and services.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

## SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.

### 1.1 Parties

The Parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – California Skateparks, having its principal office at 273 N. Benson Ave in Upland, CA 91786.

### 1.2 Representatives

The City's representative will be (or any other RAP Management or City designee):

Michael A. Shull, General Manager,  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, California 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
6335 Woodley Ave.  
Van Nuys, California 91406  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786  
Email: jimmy.newsom@lacity.org

The Contractors representative will be:

Joe Ciaglia  
Chief Executive Officer  
California Skateparks  
273 N Benson Ave.  
Upland, CA 91786

Email: info@californiaskateparks.com  
Website: <https://www.californiaskateparks.com>  
Direct Telephone 909-949-6101  
Fax Number 909-981-9368

### 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

CONTRACTOR shall address all questions and correspondence concerning plans to the following individual (or any other RAP Management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406  
Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

## SECTION 2 – TERMS OF THE AGREEMENT

### 2.1 Term

The term of this Agreement shall commence on the date of execution and expire on December 28, 2024, the expiration date of the SOURCEWELL CONTRACT with CONTRACTOR.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/21) (v.4) attached hereto and incorporated herein by reference as Appendix C.

Such provisions include but are not limited to, Los Angeles Municipal Lobby Ordinance, Contractor Government Project Reference Sheet, Living Wage Ordinances, Service Contractor Worker Retention Ordinance, Equal Benefits Ordinance, Non-Discrimination Equal Employment-Affirmative Action Plan, Slavery Disclosure Ordinance, Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise Subcontractor Outreach Program, City Insurance Requirements, Child Care Policy Program, Child Support Obligations, Americans with Disabilities Act, Prohibition Against Retaliations Notice and any additional Bonding requirements (See Appendix D Compliance Documents) and including Exhibit 1 Insurance Contractual Requirements.

RAP shall have the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

## SECTION 3 - SCOPE OF SERVICES

### 3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR shall, in accordance with this Agreement and the SOURCEWELL CONTRACT, provide skatepark, bike park, and pump track solutions with related equipment, accessories, and services to RAP on an occasional and as-needed basis on the same terms and conditions as the SOURCEWELL CONTRACT. The full description of the products and services to be provided by Contractor under this Agreement is as set forth in Contractor's response to the Request for Proposal, which is made a part of the SOURCEWELL CONTRACT attached hereto as Appendix A.

### 3.2 Conduct of Operations

- A. At all times, CONTRACTOR's work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include but not be limited to the California "Green Book" Building Codes, Universal Building and Electrical Codes, Los Angeles City Building and Electrical Codes.
- B. The Contractor shall endeavor to maintain good public relations at all times. Any work awarded under this Contract shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or RAP employees.
- C. A qualified Contractor supervisor shall be present and readily available to City

personnel and the public during hours of operation at each work site. The supervisor shall be available to RAP's Project Manager at all times during normal working hours. Avoiding contact with the Project Manager may result in suspension of work awarded under this Contract without extension of any such work.

- D. Contractor's working hours must coincide with those of the Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays) and/or the hours required under each Project awarded. The Department of Recreation and Parks must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. The Contractor shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The Contractor shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of RAP at Contractor's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. The Contractor shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. 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 under this Contract.
- I. The Contractor shall notify RAP's Project Manager at least twenty-four (24) hours prior to starting the work under this Contract.
- J. If the Contractor, after having officially started any project under this Contract, should discontinue work for any cause, the Contractor shall notify RAP's Project Manager of intent to do so, and shall further notify the Project Manager of the date of re-starting operations if such discontinuance or suspension is approved by RAP.
- K. All work awarded under this Contract shall be completed to the satisfaction of the RAP Project Manager. Work will be considered complete only when signed off by the RAP's Project Manager. Work shall be performed to the specifications as

determined by the CITY.

- L. Failure to comply with any requirement contained herein may result in suspension or termination of project work awarded under this Contract without extension and compensation.
- M. The RAP Project Manager must approve any request for sub-contracting of work prior to such subcontracting.
- N. Contractor shall provide equipment, supplies and personnel for all tasks for all project work awarded under this Contract.
- O. Contractor shall comply with all provisions set forth in this Contract and the Bid Documents which identifies obligations, legal or otherwise, for which the Contractor must comply, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages, including any prevailing wage requirements.
- P. For each Project awarded under this Contract, the Bid Documents for such Project as well as the Notice to Proceed (NTP) for such Project shall be fully incorporated into and made a part of this Agreement, and CONTRACTOR shall comply with all provisions and requirements and fully perform each and all of the provisions of this Agreement, the SOURCEWELL CONTRACT, the Bid Documents, and the Notice to Proceed which are required of it to be performed

### 3.3 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue a Notice To Proceed (NTP) to the CONTRACTOR prior the start of any work.

RAP personnel will work cooperatively with CONTRACTOR to ensure timely review of all services provided by CONTRACTOR under this Agreement.

RAP will promptly act, review and make decision as necessary to permit the orderly progress of CONTRACTOR's work under this Agreement.

## SECTION 4 – COMPENSATION AND INVOICING

### 4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual Project. The total amount for this CONTRACT will not exceed Four Million Dollars annually, (\$4,000,000.00). The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

### 4.2 Invoicing

Prior to the start of any work, CONTRACTOR must receive a NTP from an authorized agent of RAP. CONTRACTOR shall submit invoices to RAP for all work performed. Once work has been completed to the satisfaction of RAP, CONTRACTOR may submit an invoice for the agreed amount on the CONTRACTOR'S original proposal, as stated on the NTP, such amount to be consistent with the prices set forth in the SOURCEWELL CONTRACT (Appendix E). Invoices must include the CONTRACTOR'S name, date, address, contact phone number, summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by RAP.

Invoices must be submitted to the following person (or other RAP management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

#### 4.3 Compensation and schedule of payments

The CONTRACTOR's invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment.

### SECTION 5 - NON-EXCLUSIVITY

RAP and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to RAP and that RAP may contract with other contractors to provide similar services during the term of this Agreement.

### SECTION 6 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance as such services.

### SECTION 7 - INCORPORATION OF DOCUMENTS

This Agreement, appendices and incorporated documents represents the entire agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. This Agreement may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and

CONTRACTOR, The following documents are incorporated and made a part hereof by reference:

- Appendix A. CONTRACT # 112420-CAS awarded on December 28, 2020 between SOURCEWELL and CONTRACTOR
- Appendix B. Written authorization dated July 2, 2021 authorizing RAP's use of Contract # 112420-CAS between CONTRACTOR and SOURCEWELL
- Appendix C. Standard Provisions for City Contracts. (REV. 10/21)(v.4)
- Appendix D CITY Compliance Documents
- Appendix E CONTRACTOR Price List
- Exhibit 1 Insurance Contractual Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Exhibit 1, Appendix C, Appendix D, and Appendix E;(2) Appendix C; (3) Appendix B; and (4) Appendix A.

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be executed by their duly authorized representatives on the dates indicated:

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

CALIFORNIA SKATEPARKS

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

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

Michael N. Feuer  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

