

APPROVED

Nov 06 2025

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-198

DATE November 06, 2025

C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HOLLYWOOD RECREATION CENTER PHASE II – MODERN GYMNASIUM
(PRJ21441) (PRJ21112) (W.O. #E1908203) PROJECT – ESCROW
AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

B. Aguirre _____ M. Rudnick _____
B. Jones _____ for* C. Santo Domingo DF
C. Stoneham _____ N. Williams _____



General Manager

Approved x Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the request from Royal Construction Corporation (Contractor) to enter into an Escrow Agreement, herein included as Attachment 1, with the City of Los Angeles, Department of Recreation and Parks (RAP) for Security Deposits in Lieu of Retention for the Hollywood Recreation Center Phase II – Modern Gymnasium (PRJ21441) (PRJ21112) (W.O. #E1908203) project (Project), Contract No. 4185 (Contract), subject to the approval of the City Attorney as to form;
2. Approve the Escrow Agreement and its execution, substantially in the form attached as Attachment 1 to this Report, which applies only to the contract payments currently appropriated by RAP for this Contract, which is \$16,501,000;
3. Authorize RAP's Chief Accounting Employee or designee to make technical corrections as necessary to carry out the intent of this Report; and
4. Authorize the Board President and Secretary to execute the proposed Escrow Agreement upon the City Attorney's approval as to form.

SUMMARY

RAP is in receipt of a request from Contractor, Contract No. 4185 to enter into an Escrow Agreement for Security Deposits in Lieu of Retention (Escrow Agreement).

Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld by the City of Los Angeles (City), RAP, on the Contract entered into for the Project, in the amount of \$16,501,000. Alternatively, on written request of the Contractor, RAP may make payments of the retention earnings directly to the Escrow Agent.

BOARD REPORT

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When RAP makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under the Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of the Escrow Agreement, and the rights and responsibilities of the parties, shall be equally applicable and binding when the City pays the Escrow Agent directly.

FISCAL IMPACT

There is no anticipated fiscal impact to RAP's General Fund as the monies subject to this Escrow Agreement have already been appropriated for the Project.

This Report was prepared by Takisha Sardin, Commission Executive Assistant II

LIST OF ATTACHMENTS

Proposed Escrow Agreement
Contract No. 4185

**ESCROW AGREEMENT
FOR SECURITY DEPOSITS IN LIEU OF RETENTION
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS
AND
ROYAL CONSTRUCTION CORPORATION**

This Escrow Agreement is made and entered into this ____ day of _____, 20__ by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners (Board), whose address is 221 North Figueroa Street, Suite 300, Los Angeles, California 90012, hereinafter called OWNER; Royal Construction Corporation., whose address is 11680 Goldring Road, Suite A, Arcadia California 91006, hereinafter called CONTRACTOR; and Mega Bank, whose address is 245 W. Valley Blvd., San Gabriel, California 91776, hereinafter called ESCROW AGENT.

For the consideration hereinafter set forth, the OWNER, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by OWNER pursuant to Construction Contract No. 4185, hereinafter referred to as CONTRACT, entered into between the OWNER and CONTRACTOR for the Hollywood Recreation Center Phase II – Modern Gymnasium (PRJ21441) (PRJ21112) (W.O. #E1908203) Project (Project); in the amount of \$16,501,000, executed July 8, 2025. Alternatively, on written request of the CONTRACTOR, the OWNER shall make payments of the retention earnings directly to the ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for CONTRACT earnings, the ESCROW AGENT shall notify the OWNER within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the CONTRACT between the OWNER and CONTRACTOR. Securities shall be held in the name of the City of Los Angeles, Board of Recreation and Park Commissioners, and shall designate the CONTRACTOR as the beneficial owner.

2. The OWNER shall make progress payments to the CONTRACTOR for such funds which otherwise would be withheld from progress payments pursuant to the CONTRACT provisions, provided that the ESCROW AGENT holds securities in the form and amount specified above.

3. When the OWNER makes payment of retentions earned directly to the ESCROW AGENT, the ESCROW AGENT shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this Contract is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the ESCROW AGENT directly.

4. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the escrow account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from OWNER to the ESCROW AGENT that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. The OWNER shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven days' written notice to the ESCROW AGENT from the OWNER of the default, the ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.

8. Upon receipt of written notification from the OWNER certifying that the CONTRACT is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the CONTRACT, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. The ESCROW AGENT shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to Sections 5 to 8, inclusive, of this Agreement and the OWNER and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

[Signature Page to Follow]

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the OWNER and on behalf of the CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Board of Recreation and Parks Commissioners

ROYAL CONSTRUCTION CORPORATION

Signature
Renata Simril, Board President

Signature
Hanson Ho, President

Signature
Takisha Sardin, Board Secretary

Signature

Name: _____

Title: _____

Address:
221 N. Figueroa Street, Suite 300
Los Angeles, CA 90012

Address:
11680 Goldring Road, Suite A
Arcadia California 91006,

On Behalf of Escrow Agent: Mega Bank

Signature
Name: _____
Title: _____

Address:
245 W. Valley Blvd.,
San Gabriel, California 91776

At the time the Escrow Account is opened, the OWNER and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

ROYAL CONSTRUCTION CORPORATION.

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

Mega Bank

By _____

Approved as to Form:

Date: _____

HYDEE FELDSTEIN SOTO,
City Attorney

By _____
DEPUTY CITY ATTORNEY

The undersigned, Nationwide Insurance Company, Surety for CONTRACTOR on both its faithful performance and payment bonds, hereby gives its consent to terms of this Agreement and to the release of moneys to CONTRACTOR provided for herein.

NATIONWIDE MUTUAL INSURANCE COMPANY

BY _____
Attorney-In-Fact

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

FIONA HUTTON
MARIE LLOYD
BENNY TRAN

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640



KAREN BASS
MAYOR

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

July 8, 2025

Sent via email

Royal Construction Corp.
11680 Goldring Rd. Suite A
Arcadia, CA 91006

Attention: Hanson Ho

Gentlepersons:

Enclosed is Executed Contract No. 4185, executed on July 8, 2025 between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and Royal Construction Corp. for the construction of the Hollywood Recreation Center Phase II – Modern Gymnasium (PRJ21441) (PRJ21112) (W.O. #E1908203) project (Project);

If you have any questions with regard to the proposed Contract at this time, please contact the undersigned at (213) 202 2640.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Commission Executive Assistant II

Attachment: Executed Contract No. 4185

cc: City Controller

City Attorney

Departmental Chief Accountant

Darryl Ford, Superintendent, Planning, Maintenance & Construction Branch



CONTRACT BETWEEN THE CITY OF LOS ANGELES
AND ROYAL CONSTRUCTION CORP.
FOR THE
HOLLYWOOD RECREATION CENTER PHASE II – MODERN GYMNASIUM (PRJ21441)
(PRJ21112) (W.O. #E1908203) PROJECT

This Agreement is made and entered into this 8th day of JULY 2025, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter "City") and Royal Construction Corp. (hereinafter "Contractor")

WITNESSETH

WHEREAS, Contractor submitted a bid for the construction of the Hollywood Recreation Center Phase II – Modern Gymnasium (PRJ21441) (PRJ21112) (W.O. #E1908203) Project (Project located at 1122 Cole Avenue, Los Angeles, CA 90038 (Project). Said bid is attached hereto as Exhibit "A" and incorporated by reference as though fully set forth herein; and

WHEREAS, City is desirous of the construction of the aforementioned development as specified in the aforementioned bid (See Exhibit "A").

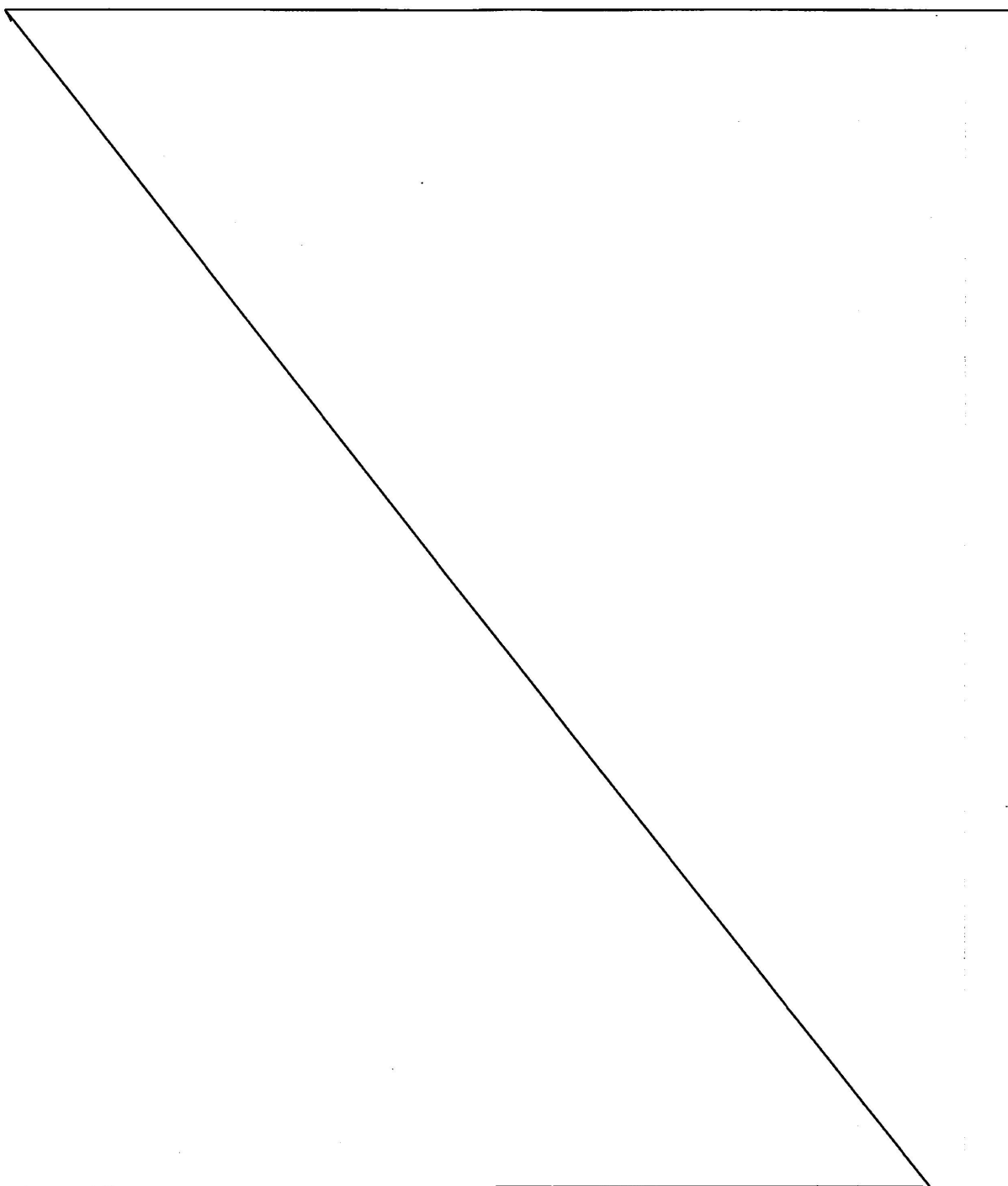
NOW THEREFORE, in consideration of the covenants and conditions contained herein, to be kept and performed by the respective parties, it is agreed as follows:

1. The aforementioned bid shall constitute City Contract Number 4185 and
2. Said contract shall be composed of the following documents for the Project, which shall be made a part hereof as though fully set forth herein:
 - (a) This Agreement; and
 - (b) The Instructions to Bidders and the Notice Inviting Bids; and
 - (c) Contractor's Bid and Proposal; and
 - (d) The Plans and Technical Specifications; and
 - (e) All Bonds required by the Charter of the City of Los Angeles.

All such documents are on file in the office of the Board of Recreation and Park Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed; and

3. Contractor shall perform said contract in accordance with the terms of the aforementioned documents; and
4. City shall pay Contractor to perform said contract the sum of Sixteen Million, Five Hundred and One Thousand Dollars, (\$16,501,000); and
5. Contractor shall perform said contract for the sum of Sixteen Million, Five Hundred and One Thousand Dollars, (\$16,501,000).

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have caused this instrument to be fully executed by their duly authorized representatives

APPROVED AS TO FORM
HYDEE FELDSTEIN SOTO,
City Attorney



Brendan Kearns, Deputy City Attorney

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

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

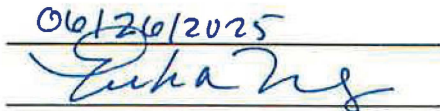
BY


President

BY


Secretary

SUBSCRIBED AND SWORN TO
BEFORE ME ON

06/26/2025



NOTARY PUBLIC
STATE OF CALIFORNIA
(Notary Seal)

ROYAL CONSTRUCTION CORP.

BY


President

BY


Secretary

NOT A VALID DATE
FOR THE YEAR 2000
DATE 11/11/2000
11/11/2000
11/11/2000

ACKNOWLEDGMENT

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 Los Angeles

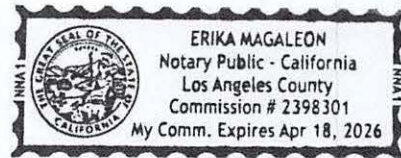
On 06/26/2025 before me, Erika Magaleon, Notary Public
(insert name and title of the officer)

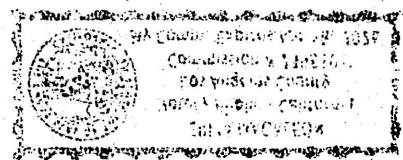
personally appeared Hanson Ho and Ze Yi Tong,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





U.S. DEPARTMENT OF STATE
OFFICE OF THE INSPECTOR GENERAL
WASHINGTON, D.C. 20520
INVESTIGATION

NOTICE

**CITY OF LOS ANGELES, CALIFORNIA
DEPARTMENT OF RECREATION AND PARKS
INSTRUCTION TO BIDDERS, PROPOSAL, AFFIDAVIT
AND BOND FOR**

**HOLLYWOOD RECREATION CENTER PHASE II – MODERN
GYM PROJECT**

1122 Cole Ave, Los Angeles, CA 90038

**Prop K, Quimby, RAP Park Fee, CTIEP, & MICLA 2022-23
Funds**

W.O. No. E1908203

**The Board of Recreation and Park Commissioners Office is located at:
221 NORTH FIGUEROA STREET, SUITE 300, LOS ANGELES, CA 90012**

Bids will be received electronically only. No hard copy bids will be accepted. Bid proposals must be sent as **pdf attachments** via email via Dropbox and received no later than 2:00 p.m. on Wednesday, March 12, 2025.

ATTENTION: The following are updates in the bid documents that must now be downloaded and processed through the City's www.rampla.org:

1. Equal Benefits Ordinance (EBO) forms (see page 11 for instructions) (REVISED using BCA 6/2016)
2. Disclosure Ordinances Affidavit form (see page 20 for instructions)
3. The MBE/WBE/OBE Good Faith Effort process is now replaced by the Business Inclusion Program (BIP) to be processed online through www.rampla.org (see pages 15-15T for instructions)
4. Effective Friday, February 18, 2022 at 4:30 p.m. the Los Angeles Business Assistance Virtual Network (LABAVN) transitioned to the Regional Alliance Marketplace for Procurement (RAMP). All references to the Los Angeles Business Assistance Virtual Network (LABAVN) shall be construed to also refer to the Regional Alliance Marketplace for Procurement (RAMP).

FAILURE TO COMPLY WITH THE CITY'S BIP OUTREACH REQUIREMENTS WILL RENDER THE BID NON-RESPONSIVE.

IMPORTANT: Please note the following new requirements for this project:

- 1. Iran Contracting Act of 2010 (see pages 23-23B revised 8/5/2020 version)**
- 2. Senate Bill 854**
- 3. Fair Chance Initiative for Hiring Ordinance (FCIHO)**
- 4. Project Labor Agreement**
- 5. Executive Directive 35: Equitable Access to Contracting Opportunities**

CITY OF LOS ANGELES, CALIFORNIA, DEPARTMENT OF RECREATION AND PARKS
INSTRUCTIONS TO BIDDERS, PROPOSAL, AFFIDAVIT
AND BOND FOR

HOLLYWOOD RECREATION CENTER PHASE II – MODERN GYM PROJECT

1122 Cole Ave.
Los Angeles, CA 90038

**Prop K Funds, Quimby, RAP Park Fee, CTIEP, & MICLA 2022-23 Funds
W.O. No. E1908203**

Estimated Cost \$ 19,300,000

BIDS MUST BE RECEIVED BEFORE 2:00 P.M. ON **Wednesday, March 12, 2025**. Bids will be received electronically only. No hard copy bids will be accepted. Bid proposals must be sent as **pdf attachments** via Dropbox and received no later than 2:00 p.m. on **Wednesday, March 12, 2025**.

MINIMUM LICENSE REQUIREMENT: "A" or "B"	CONTRACT COMPLETION TIME: CONSTRUCTION: <u>548</u> calendar days
LIQUIDATED DAMAGES \$2,400.00 PER DAY TO BE ASSESSED AS SPECIFIED HEREIN	MAINTENANCE: <u>49</u> calendar days
	TOTAL <u>597</u> calendar days

IMPORTANT INFORMATION: PRE-BID MEETING

A **Pre-Bid Meeting** for this project will be conducted on **Tuesday, January 14, 2025 at 10:00 A.M.** via Google Meet. Join by phone: (US) +1 252-424-0188 PIN: 569 583 291# or by video at meet.google.com/htq-flax-doy

THE ANTICIPATED LEVEL FOR MBE is 18%, WBE is 4%, SBE is 25%, EBE is 8% and DVBE is 3%.

The purpose of the meeting is to inform prospective bidders of the submittal requirements through www.rampla.org and the provisions relative to the Department's Business Inclusion Program (BIP), City Affirmative Action Program, Equal Benefits Ordinance (EBO), Disclosure Ordinances Affidavit, Labor Code compliance requirements, and other City bidding and contracting requirements.

QUESTIONS:

- Concerning the BIP, send email to eng.bavn@lacity.org.
- Concerning Affirmative Action Program, EBO, SDO and Labor Code compliance requirements should be directed to the Department of Public Works, Bureau of Contract Administration at (213) 847-1922 or email bca.eeoe@lacity.org.
- ALL technical questions/Requests for Information (RFIs) concerning the plans and specifications, contact the Project Manager in writing via E-mail: Alex.Ngo@lacity.org
- Questions regarding the project must be submitted no later than Wednesday, February 19, 2025 by 2:00 p.m. in order to be included and responded in the final addendum.

The Board of Recreation and Park Commissioners may award a contract at any time within 90 days after receipt of bids.

THE BID OF ANY PARTY WHO HAS BEEN DELINQUENT OR UNFAITHFUL IN THE PERFORMANCE OF ANY FORMER CONTRACT WITH THE CITY MAY BE REJECTED.

DETACH BID PACKAGE FROM THE SPECIFICATIONS AND SUBMIT THE BID PACKAGE AS YOUR BID.

MANDATORY PRE-BID JOB WALK: Tuesday, January 14, 2025 at 1:00 P.M. at the project site location: 1122 Cole Ave, Los Angeles, CA 90038. If a prospective bidder does not attend the Mandatory Pre-Bid Job Walk, that bidder will NOT be eligible to submit a bid for this project.

MUST BE SUBMITTED WITH THE BID

CITY OF LOS ANGELES REQUIREMENTS

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Required Insurance And Minimum Limits Form 146	1 page
Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance	1 page
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PROJECT LABOR AGREEMENT INFORMATION:	
• Project Labor Agreement (PLA)	(68 pages)
• Public Works Infrastructure Stabilization Policy	(15 pages)
Executive Directive 35: Equitable Access to Contracting Opportunities	1 page

PLANS, INDEX No.RP-300126 (231 Sheets)

GENERAL CONDITIONS**GENERAL REQUIREMENTS****SUPPLEMENTARY GENERAL REQUIREMENTS****TECHNICAL SPECIFICATIONS****GEOTECHNICAL REPORTS**

FORM R&P 201-5M-12-72(I-28-45)

NOTICE TO BIDDERS: IMPORTANT INFORMATION

INSTRUCTION TO BIDDERS CHECK LIST (PAGES 3 – 3G)

Before submitting your bid, indicate whether you have properly completed, signed and returned the following with your bid. Failure to do so may cause your bid to be declared nonresponsive and rejected.

<p>PLEASE INITIAL EACH ITEM BELOW WHERE EVER A SPACE IS PROVIDED</p>
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1. GENERAL INFORMATION

The Secretary of the Board of Recreation and Park Commissioners of the City of Los Angeles, California, will receive for and on behalf of said Board of Recreation and Park Commissioners, at its office at 221 North Figueroa Street, Suite 300, Los Angeles, California, 90012 in said City, at or before the hour of 2 o'clock p.m., of March 12, 2025, sealed bids or proposals for **HOLLYWOOD RECREATION CENTER PHASE II – MODERN GYM PROJECT - W.O. No. E1908203**

2. BID PROPOSAL [Revised as of November 26, 2024]

Bids will be received electronically only. No hard copy bids will be accepted. Bid proposals must be in PDF format and submitted via Dropbox. The maximum file size for Dropbox submission is 2 GB. Dropbox submissions must be received by the deadline stated above and uploaded onto the following link:

<https://www.dropbox.com/request/N9TSAPMhhi7KTgqiDV92>

The opening of bids will be conducted virtually through webinar. Those wishing to observe the bid opening may do so by joining the webinar using the following information:

Zoom webinar:

When: Wednesday, March 12, 2025 at 2:00 PM Pacific Time (US and Canada)

Topic: HOLLYWOOD RECREATION CENTER PHASE II – MODERN GYM PROJECT– Bid Opening

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88424438488>

Or One tap mobile:

Or One tap mobile :

+16694449171,,88424438488# US

+16699006833,,88424438488# US (San Jose)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

Webinar ID: 884 2443 8488

International numbers available:

<https://us02web.zoom.us/j/kcOd3xcugb>

Submission of a bid for this project will be considered to include the modifications and notifications above. The bid must further conform to the requirements of these instructions.

The bidder must state in figures the unit price or specific sums or both, as the case may be, for which the bidder proposes to supply all the materials and perform the work required by the plans and specifications.

Blank spaces in the proposal must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a proposal may cause its

MUST BE SUBMITTED WITH THE BID

3A

rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Original hard copy of the bid documents must be hand delivered as specified in these Instructions to Bidders.

No bids received after the time fixed for receiving them will be considered.

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a co-partnership, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed as follows and the corporate seal must be attached to such signatures:

- (a) Two signatures: One by the Chairman of the Board of Directors, President or any vice president and one by the Secretary, assistant secretary, chief financial officer or any assistant treasurer; or
- (b) One signature by corporate designated individual together with the properly attested resolution of the Board of Directors authorizing the person to sign.

Bidders are invited to be present at the opening of proposals.

The bidder shall affix to its proposal the number of its license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

The said work must be done in strict conformity with specifications and/or plans therefore.

Bidders are advised that the Board of Recreation and Parks Commissioners has not authorized any other agency, internet service, or plan room distributor other than the City of Los Angeles Regional Alliance Marketplace for Procurement (www.rampla.org) to distribute or sell bid documents for this project. Bidders are therefore further advised that submission of a bid on documents other than those obtained from the City of Los Angeles Regional Alliance Marketplace for Procurement may cause the bid to be deemed non-responsive.

- (a) Have you submitted a bid on all items of the proposal? HH Initial
- (b) Is proposal completed in ink or typewritten only? HH Initial
- (c) Does your bid include sales tax? HH Initial
- (d) Is the proposal properly signed as noted on the bottom of Proposal (page 5) and dated? HH Initial
- (e) Have you double-checked your prices, addition, bid amount and any deductive alternatives? HH Initial

3. RIGHT TO REJECT BIDS

The Board of Recreation and Park Commissioners reserves the right to reject any and all bids and to waive any informality therein

4. EXAMINATION OF SITE AND PROPOSED WORK

Bidders must examine and judge for themselves the location, physical condition and surroundings of the proposed work, the nature of the excavation to be made, if any, and the work to be done.

The plans for the work will show conditions as they are supposed or believed by the Engineer to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, express or implied by the City, or its officers, that such conditions are actually existent, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and the actual conditions revealed during progress of the work, or otherwise.

5. RELEASE FROM BID

No bidder will be released on account of errors in judgment, carelessness or lack of familiarity with the plans, specifications or site. A bidder may be released on account of clerical errors if he gives the Board of Recreation and Park Commissioners written notice of the error within five days of the bid opening and satisfies the Board of Recreation and Park Commissioners that the mistake was made in filling out the bid, not in judgment.

6. AFFIDAVIT OF NON-COLLUSION (Page 6)

Each proposal must have thereon or attached thereto the notarized affidavit of the bidder that such proposal is genuine, and not sham or collusive, or made in the interest or in behalf of any person not therein named, and that the bidder has not directly, or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

MUST BE SUBMITTED WITH THE BID

3B

Any bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any bidder making a false affidavit may be excluded from future bidding.

- (a) Is Affidavit (page 6) properly filled in and signed? HH Initial
- (b) Is Affidavit notarized including certificate of the notary and notary seal? HH Initial

7. BID BOND OR CHECK ACCOMPANYING BID (Page 7)

Each bidder must submit with its proposal either a check certified by a responsible bank in the City of Los Angeles or a cashier's check issued by a responsible bank, payable to the order of the City of Los Angeles, for an amount not less than 10 percent of the aggregate sum of the bid; or a corporate surety bond of a satisfactory surety company for said amount, and so payable as a guarantee that the bidder will enter into the proposed contract if it is awarded to it. If the successful bidder fails to enter into the contract awarded to it, and to supply the necessary faithful performance and labor and material bonds, as well as proof of the insurance coverage detailed in the notice of award, within ten days of receipt from the City of the contract and the proper bid forms, then the sum posted by certified or cashier's check or guaranteed by the bid bond is forfeited to the City. Such forfeiture shall not preclude recovery of any sum or costs over and above the amount posted or guaranteed which the City sustains by reason of such default or failure to contract.

NOTE: BID BOND SUBMITTED ON A FORM OTHER THAN PAGE 7 IS NOT ACCEPTABLE AND BID WILL BE RULED NON-RESPONSIVE AND DISQUALIFIED.

If the successful bidder executes the contract and the accompanying faithful performance and labor and material bonds, and submits proof of insurance coverage within ten days of receipt of the contract and bond forms, the check for bond accompanying the successful bid will be returned. All checks accompanying rejected bids will be returned upon rejection. Bid Bonds cannot be returned, as they are part of the file; however, the Bond automatically expires 90 days from the date of the bid opening.

No bid will be considered unless it is accompanied by such certified or cashier's check or bond.

- (a) Have you included a certified or cashier's check for an amount not less than ten percent (10%) of the total sum of the bid in accordance with item 7 above?; or HH Initial
- (b) Have you included a corporate surety bond (bid bond) for an amount not less than ten percent (10%) of the total sum of the bid in the Bid Bond form provided in this package (Page 7)? HH Initial
- (c) If corporate surety bond (bid bond), is it properly filled out, signed by surety with seal, signed by bidder, and on form provided in this bid package? HH Initial
- (d) Have you thoroughly reviewed the instructions, information, award procedures and forms provided, and completed, signed all of the Business Inclusion Program (BIP) Forms thru the City of Los Angeles RAMP website; www.ramp.la.org (Pages 15 -15T) with your bid? HH Initial
- (e) Have you listed on Schedule "A" all subcontractors, suppliers, and your firm regardless of the amount of money involved and have you indicated which of those firms listed qualify as a MBE, WBE, SBE, EBE or DVBE? HH Initial
- (f) Have you completed the participation section at the lower left corner of Schedule "A" and included your firm (if MBE/WBE/SBE/EBE/DVBE qualified) and all MBE/WBE/SBE/EBE/DVBE qualified subcontractors and/or suppliers in your calculation? HH Initial

8. BONDS FOR FAITHFUL PERFORMANCE AND FOR PAYMENT OF LABOR, MATERIAL AND SUPPLIES

The amount of the bond to be given to secure the faithful performance of the contract for said work shall be 100 percent of the contract thereof, computed as hereinafter provided.

The Surety executing the bonds MUST appear in the Federal Register, a publication of the U. S. Department of the Treasury, and MAY NOT underwrite the bonds for more than the Treasury limitation expressly outlined in said Register.

The amount of the bond to be given to secure payment for labor, material, equipment and supplies furnished for the performance of the work to be done under the contract and for any work or labor of any kind done in connection therewith shall be equal to

100 percent of the contract price for the work. The contract price shall be computed from the quantities given in Schedule of Quantities herein and the prices bid in the proposal. The forms of bonds required for the faithful performance of the contract and to secure payment for material, labor and supplies will be such that the City may proceed against the Contractor and its sureties on the bonds immediately upon any default in the performance of the contract, or in payments for labor, material and supplies, without waiting for the completion of the work and the accumulation of damages.

The forms of bonds required may be examined at the office of the Board of Recreation and Park Commissioners, or copies will be furnished if desired, to those proposing to bid.

9. ADDITIONAL SURETIES

If at any time during the continuance of the contract, the sureties, or any of them, shall, in the opinion of the Board of Recreation and Park Commissioners, become irresponsible, the said Board of Recreation and Park Commissioners shall have the right to require additional and sufficient sureties, which the Contractor shall furnish to the satisfaction of the Said Board of Recreation and Park Commissioners within ten days after notice, and in default thereof the contract may be suspended by the said Board of Recreation and Park Commissioners and the work completed as provided in Section 45 of the General Conditions.

10. CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET (Pages 8-8A)

If your firm has not been awarded a project with the Department of Recreation and Parks within the last three (3) years, have you completed and submitted the above required pages with your bid? HH Initial

11. NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO NONDISCRIMINATION IN EMPLOYMENT (Pages 9-9A)

Has Bidder reviewed the requirements pertaining to discrimination in employment on page 9A and completed and signed at the bottom? HH Initial

12. PREVAILING WAGE RATES (Pages 9 - 9A)

Has Bidder reviewed the requirements pertaining to the payment of prevailing wage rate on page 9A HH Initial

13. EQUAL BENEFITS ORDINANCE

Has Bidder reviewed and complied with the Equal Benefits Ordinance through www.rampla.org? (Pages 10 - 11) HH Initial

14. NON DISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM (CONSTRUCTION) (Pages 12 - 13)

(a) Has Bidder reviewed and complied with Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Construction) pages 12 - 13? HH Initial

(b) Has Bidder completed the ANTICIPATED EMPLOYMENT UTILIZATION REPORT (Page 13) and submitted report with your bid? HH Initial

15. APPRENTICE UTILIZATION ON PUBLIC WORKS (Pages 14-14B)

Has Bidder reviewed the requirements pertaining to apprentice employment and training on Public Works projects, (pages 14 - 14B) and signed and submitted page 14B with your bid? HH Initial

16. BUSINESS INCLUSION PROGRAM (BIP) AFFIDAVIT FORMS

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subcontractors must be completed on the Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org.

All BIP outreach documentation must be submitted on RAMP by 4:00 p.m. on the calendar day following the date bids are received by the Board.

Has Bidder reviewed and complied with the requirements of the BIP through www.rampla.org (Pages 15-15T) HH Initial

17. SCHEDULE "A" - SUBCONTRACTORS AND SUPPLIERS INFORMATION FORM (Page 16, et seq.)

Bidders must submit with their bid the SUBCONTRACTORS AND SUPPLIERS INFORMATION FORM provided in the Bidding Documents as Schedule "A" (Page 16, et seq.). The Bidder must list itself and all subcontractors and/or suppliers regardless of the amount of money involved. Bidders must indicate if they and any of the other firms listed qualify as MBEs, WBEs, SBEs, EBEs, or DVBEs.

MBE/WBE/SBE/EBE/DVBE qualifications are defined and outlined in the accompanying BIP packet (pages 15-15T). Regardless of amount, the Bidder must list on Schedule "A" the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each and the dollar value of such transaction. In the case of joint ventures who bid as primes, any one of two or more entities which comprise the joint venture may be listed as a MBE, WBE, SBE, EBE or DVBE subcontractor if the entity is otherwise qualified as such.

18. Has Bidder reviewed and complied with the Pledge of Compliance with Contractor Responsibility Ordinance and Contractor Responsibility Questionnaire and submitted required Documentation with your bid? (Pages 17-18K) HH Initial
19. Has Bidder reviewed and complied with the Disclosure Ordinances Affidavit through www.rampla.org? (Page 20)..... HH Initial
20. Has the bidder reviewed the revised Municipal Lobbying Ordinance and submitted the new CEC Form 50 with your bid? (Pages 21- 21W and Page 22). **ALERT: Failure to submit page 22 - CEC Form 50 - with the bid will result in the bid being NON-RESPONSIVE** HH Initial
21. DIVISION I - GENERAL CONDITIONS AND GENERAL REQUIREMENTS.
It is recommended that all bidders, including those who have bid or have been awarded Department of Recreation and Parks' jobs previously, familiarize themselves with any updated revisions of the Instructions to Bidders herein and revised General Conditions and General Requirements. HH Initial
22. BIDDER HAS REVIEWED THE SUPPLEMENTARY GENERAL REQUIREMENTS:..... HH Initial
23. CONTRACTORS LICENSE AND CLASSIFICATION

"JOINT VENTURE LICENSE REQUIREMENT NOTICE" - The State Contractors' License Board has informed the Department of Recreation and Parks that a "Joint Venture Contractors License" on this project (if applicable), is available and issued over the counter at the locations listed below:

Rosemead Regional Office
8855 Valley Blvd., Suite 221
Rosemead, California 91770
(213) 620-4180

Santa Ana Southern Office
28 Civic Center Plaza, Room 690
Santa Ana, California 92701
(714) 558-4086

- (a) Are your contractor's license number, expiration date, and classifications listed on Item 31? HH Initial
- (b) Are you using the correct contractor's license for the firm bidding?..... HH Initial
- (c) Do you have the proper current and approved license classification as specified on the front of the bid specifications at the time you submit your bid? HH Initial
- (d) If a "joint venture", do you have a current joint venture license? HH Initial
24. BID PROTEST PROCEDURES - The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of construction contracts by the City, by and through its Board of Recreation and Park Commissioners (Board). These procedures are for the benefit of the City and are not intended to establish an administrative requirement which must be exhausted by the protesting bidder prior to pursuing any legal remedy which may be available. For this reason, no bidder shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a bidder to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Recreation and Park Commissioners to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.
- a. A protest relative to a particular bid must be submitted in detail and in writing and postmarked within 14 calendar days after the receipt of bids. The day of the bid receipt shall be considered as day one.
- b. All protests must be addressed to: Board of Recreation and Park Commissioners, 221 N. Figueroa St., Ste. 300, Los Angeles, CA 90012.

- c. Advance, officially signed and dated, copies of protests will be accepted if sent via fax within the protest period to the Board at fax #(213) 202-2610 and provided that approval of submittal by fax is obtained from Board staff prior to sending the fax, by calling them at (213) 202-2640.
- d. Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. Furthermore, protests against a Prime Contractor by a Subcontractor with a direct financial interest which may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.
- e. The Board will only consider protests against any bidder(s) who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
- f. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a bidder who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
- g. Protests meeting the above criteria will be analyzed and reported upon in a written report to the Board. Protesting parties will be notified of the time and date that the written report will be discussed in a public session of the Board. Protesting parties will be given the opportunity to present their arguments at the public session. HH Initial

25. Has Bidder reviewed and complied with the Iran Contracting Act of 2010 (Pages 23-23A)? **ALERT: Failure to submit the Iran Contracting Act of 2010 Compliance Affidavit (page 23A) with the bid will result in the bid being NON-RESPONSIVE** HH Initial

26. Has Bidder reviewed and complied with the California State Senate Bill 854? **(Failure to comply with the requirements of this Senate Bill will result in the bid being deemed NON-RESPONSIVE)** HH Initial

27. Has Bidder reviewed and complied with the Fair Chance Initiative Hiring Ordinance requirements? HH Initial

28. Has Bidder reviewed and complied with the PROJECT LABOR AGREEMENT requirements? HH Initial

29. Has Bidder reviewed and complied with the Executive Directive 35: Equitable Access to Contracting Opportunities requirements? HH Initial

30. CONTRACT

The bidder to whom the award is made will be required to execute a written contract with the City, furnish good and approved bonds as herein specified, and furnish proof of adequate insurance coverage within ten days after the contract and bid forms are delivered to him.

The following documents are essential parts of the complete contract: The Notice Inviting Bids, Instructions to Bidders, Proposal and Specifications, and, if any, the plans for the work, all of which documents are on file in the office of the Board of Recreation and Park Commissioners.

31. ELECTRONIC SIGNATURE POLICY
(Types of Documents Permitted for Electronic and Scanned Signature)

This Policy is intended to broadly support the use of electronic signatures. Departments are encouraged to consult with the City Attorney's Office if Departments are uncertain if the electronic/scanned signature is acceptable for a document. However, below are examples of the types of documents where electronic/scanned signatures are allowed:

- | | |
|---|--------------------|
| 1. Memos, forms, board letters and other correspondence | Electronic/Scanned |
| 2. Contracts | Electronic/Scanned |
| 3. Certificates and Permits | Electronic/Scanned |
| 4. Notarized Document | Scanned |

Please note that Ethics Form 50 and 55 must be signed via a software that is accepted by the Ethics Commission (i.e. DocuSign, Adobe). (Issued March 19, 2020)

32. NAME OF CONTRACTOR ROYAL CONSTRUCTION CORP.CONTRACTOR'S ADDRESS 11680 GOLDRING RD., STE A

STREET _____

CITY ARCADIA STATE CA ZIP CODE 9100633. CONTRACTOR'S LICENSE NUMBER 444780 Expiration Date _____34. LICENSE CLASSIFICATIONS B35. CONTRACTOR'S TELEPHONE NUMBER (626) 358-6688

36. BIDDER'S CHECK LIST

(a) Have you completed, signed and initialed all pertinent sections of the "Bidder's Check List"? HH Initial(b) Have you included pages 3 thru 3G of the "Bidders Check List" with your bid? HH InitialBy: (Signature)  Date 03/12/25PRINT NAME HANSON HOTITLE OR POSITION PRESIDENT

PLEASE INDICATE BY AN "X" WHETHER YOU READ ABOUT THE "NOTICE INVITING BIDS" FOR THIS PROJECT IN ONE OF THE FOLLOWING:

- ☐ BIDDER DIGEST
☐ DODGE CONSTRUCTION NEWS (GREEN SHEET)
☐ EASTERN GROUP PUBLICATIONS (EAST SIDE SUN)
☐ FILIPINO AMERICAN NEWS
☐ KOREA TIMES
☐ LA OPINION
☒ LOS ANGELES REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)
☐ LOS ANGELES SENTINEL
☐ PLAN ROOM WEST
☐ RAFU SHIMPO
☐ THE LOS ANGELES WAVE NEWSPAPER (SOUTHWEST WAVE)
☐ WORLD JOURNAL
☐ OTHER (PLEASE SPECIFY) _____

SCHEDULE OF WORK AND PRICES (ADDENDUM 2)

City of Los Angeles - Department of Public Works - Bureau of Engineering
Hollywood Recreation Center Phase II - Modern Gym Project
W.O.E1908203



BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM TOTAL
General					
1	MOBILIZATION per GENERAL REQUIREMENT, Article 21	LS			300,000
2	ALLOWANCE FOR PERMIT per the GENERAL CONDITION Article 19 and GENERAL REQUIREMENTS Article 31				\$ 95,000
3	ALLOWANCE FOR DIFFERING SITE CONDITION per GENERAL CONDITIONS Article 53				\$ 80,000
4	ALLOWANCE FOR PARTNERING per the Supplementary GENERAL REQUIREMENTS (GR 01212 and 01353)				\$ 25,000
Recreation Center/Gymnasium Building					
5	Recreation Center/Gym Building	LS			14,319,000
Site Work					
6	Site Amenities, Landscaping/ Irrigation, Fence/Gates, Exercise Stations, Outdoor Basketball Courts, Utilities Connections, Storm Water Infiltration System	LS			827,000
TOTAL BASE BID:					15,646,000
BIDDERS MUST SUBMIT BID AMOUNT FOR ITEM NO. 7 and 8 ADDITIVE ALTERNATE					
Additive Alternate Bid Item No. 1 - Lump sum price to be added to the Base Bid, at the discretion of the Board at the time of award, for the addition of a resurface of the outdoor basketball courts, as noted, but not limited to Sheets L200A, L2.02, and the associated specification sections.					
7	Resurfacing of the outdoor Basketball Courts	LS			30,000
Additive Alternate Bid Item No. 2 - Lump sum price to be added to the Base Bid, at the discretion of the Board at the time of award, for the addition of the Photovoltaic panels, supports, and associated equipment as noted in, but not limited to, Sheet A 201, E0.02, E3.02, E 6.01 and Spec Section 26 31 00.					
8	122KW Photovoltaic panels and equipment (Approx. 3,725 S.F.)	LS			825,000
TOTAL ALTERNATE CONSTRUCTION COST:					855,000
Unit abbreviations: LS = lump sum					
<p>1. MOBILIZATION: If the successful bidder shows an amount in excess of \$300,000 for Mobilization (Bid Item No. 1), the bidder will be paid \$300,000 per Specification Section 21 of the General Requirements. The difference between the Contractor's bid amount for Bid Item No. 1 and \$300,000 will be paid after the Statement of Completion has been issued.</p> <p>2. FIXED COST ITEMS: Bid Item Nos. 2, 3, and 4 are considered Fixed Cost Items at the time of bid. The pre-printed dollar amounts in figures listed in the SCHEDULE OF WORK AND PRICES shall not be changed or deleted.</p> <p>3. ADDITIVE BID ALTERNATE (Bid Item 7 and 8): All Bidders shall provide bid item prices for the Additive Alternate Bid Section designated as Bid Items 7 and 8 on the "Schedule of Work and Prices." This alternate bid items' price shall be added to the Base Bid Price at the discretion of the City.</p> <p>4. AWARD: Award of the Contract will be based on the responsive and responsible bidder having the lowest bid amount shall be the amount that includes all the work specified in Bid Items 1 to 6. The lowest bid shall be the lowest Base Bid price without consideration of the prices on the Additive Alternate Bid item No. 1 and or Additive Alternative Bids Item No. 2.</p> <p>The Additive Alternates may be used to adjust the contract price by adding any of the Additive Alternates to the Base Bid after the lowest responsible bidder is determined.</p> <p>The Department reserves the option to award any of the Additive Alternates at any time within 90 days of award of the Contract in the same amount as indicated in this Proposal.</p> <p>All work done and materials furnished shall be in conformity with the Plans and Specifications for the work adopted by the Board of Recreation and Park Commissioners at its meeting of December 05, 2024, Board Report No. 24-261, and as set forth in this bid package (including the Project Manual).</p>					

SCHEDULE OF WORK AND PRICES
(Continued)
PROPOSAL – SIGNATURE PAGE

(Name of Contractor) ROYAL CONSTRUCTION CORP. agree(s) to begin work and complete it on or before the dates set therefore in the specifications.

(Name of Contractor) ROYAL CONSTRUCTION CORP. agree(s), furthermore, that in case of Contractor default in executing the required Contract, with necessary bonds, within the time fixed by the Instructions to Bidders, the proceeds of the check or bond accompanying this bid shall become the property of the City of Los Angeles.

(a) INDIVIDUAL (Sign here if individual)
(Signature) _____

(Address) _____

(b) CO-PARTNERSHIP
Name of co-partnership firm _____
(Address) _____

(Signatures of co-partners) _____

1. _____

(Address) _____

2. _____

(Address) _____

3. _____

(Address) _____

(c) CORPORATION
Name of corporation ROYAL CONSTRUCTION CORP.

(Address) 11680 GOLDRING RD., STE A, ARCADIA, CA 91006

*(Sign here if corporation)

1 L. K. H. H. H. Title
*Signature of 1st officer of corporation

(Corporate seal to be affixed here)

ZE YI TONG Title
*Signature of 2nd officer of corporation

*Approved signature methods for corporations:

- (a) Two signatures: One by the Chairman of the Board of Directors, President or any vice president and One by the Secretary, assistant secretary, chief financial officer or any assistant treasurer; or
- (b) One signature by corporate designated individual together with the properly attested resolution of the Board of Directors authorizing the person to sign.

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

I Hanson Ho, being first duly sworn, depose and say that I am
(Insert name)

President

(Insert "sole owner," "a partner," "president," "secretary," or other proper title)

Of Royal Construction Corp

(Insert name of bidder)

who submits herewith to the Department of Recreation and Parks the attached proposal and hereby declare:

- (1) That I am the person who signed the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.
- (2) That the bidder has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the public body which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the bidder has not in any manner sought by collusion to secure for himself, itself, themselves, an advantage over any other bidder.
- (3) That prior to the public opening and reading of bids the said bidder:
 - (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid.
 - (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw its bid;
 - (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of its/ their price or of that of anyone else;
 - (d) did not, directly or indirectly, submit its/ their bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid 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 bidder in its/ their business.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in Addenda numbers:

(Fill in Addenda received) 1, 2, _____, _____, _____, _____, _____.

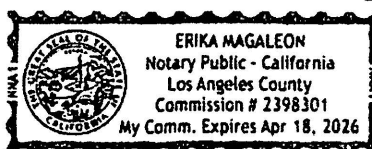
A bid may be found non-responsive if the bidder fails to acknowledge all Bid Addenda issued as posted on LARAMP for this project.

I certify or declare under penalty of perjury that the foregoing is true and correct.

Signed: [Signature] President
(Title)

Subscribed and sworn before me

this 12th day of March, 2025
(Seal of Notary)
[Signature]
Notary Public



WARNING
BIDS WILL NOT BE CONSIDERED UNLESS THE
AFFIDAVIT HEREON IS FULLY EXECUTED,
INCLUDING THE CERTIFICATE OF THE
NOTARY AND THE NOTARIAL SEAL.

ACKNOWLEDGMENT

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 Los Angeles

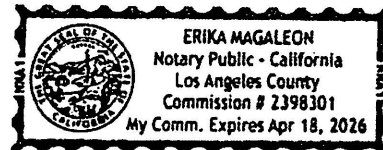
On 03/12/2025 before me, Erika Magaleon, Notary Public
(insert name and title of the officer)

personally appeared Hanson Ho
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



BID BOND

(10% of aggregate amount of bid)
(Not required if certified check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, ROYAL CONSTRUCTION CORP.

as principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as surety, are held and firmly bound unto the City of Los Angeles, State of California, in the sum of ten per cent of the aggregate amount of bid for the payment whereof we hereby bind ourselves, our successors, heirs executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that, whereas the above bounden principal is about to submit to the Board of Recreation and Park Commissioners of the City of Los Angeles a bid or proposal for the performance of the work therein mentioned, in compliance with the plans and specifications therefore, pursuant to published notice inviting bids;

Now, if the bid or proposal of the principal is accepted and the work awarded to the principal by said Board of Recreation and Park Commissioners, and if the principal shall fail or neglect to enter into a contract therefore in accordance with the provisions of said bid or proposal and the accompanying Instructions to Bidders, and to execute faithful performance and labor and material surety bonds to the satisfaction of the Board of Recreation and Park Commissioners of said City; then the sum guaranteed by this bond is forfeited to the City of Los Angeles.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid or proposal shall not be or constitute a defense to forfeiture under this bond.

WITNESS our hands and seals this 10TH day of MARCH A.D., 20 25

(Seal)

ROYAL CONSTRUCTION CORP.

Principal

By W. M. Hanson HANSON HD, PRESIDENT
Title

(Seal)

NATIONWIDE MUTUAL INSURANCE COMPANY

Surety

By Britton Christiansen
Title BRITTON CHRISTIANSEN, ATTORNEY-IN-FACT

Signature of ATTORNEY-IN-FACT must be notarized.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chmienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of MARCH, 2025.

Assistant Secretary

HL-33

Nº 3201

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

NATIONWIDE MUTUAL INSURANCE COMPANY

of COLUMBUS, OHIO, organized under the
laws of OHIO, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE,
SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION,
COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, SPRINKLER,
TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS insurance,
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 18TH day
of APRIL, 1972, I have hereunto set
my hand and caused my official seal to be affixed this 18TH
day of APRIL, 1972.



RICHARDS D. BARGER
Insurance Commissioner

JOHN J. FAHER Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

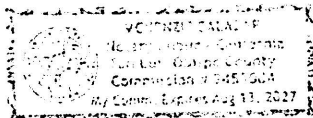
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN LUIS OBISPO)
 On MAR 10 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared BRITTON CHRISTIANSEN
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M Salazar
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

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 Los Angeles

On 03/12/2025 before me, Erika Magaleon, Notary Public
(insert name and title of the officer)

personally appeared Hanson Ho
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CONTRACTOR MUST USE THIS FORM
IMPORTANT

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

All contractors bidding on projects for the City of Los Angeles, Department of Recreation and Parks, who have not been awarded a project with the Department within the last three (3) years, are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful contractor.

List all project in chronological order from the most recent project, even if not completed, going back at least three years. Make sure to include all projects involving local, county, state and federal agencies.

Name of Project Vision Theatre
Location of Project 3341 W. 43rd St., Los Angeles, CA 90008
Amount of Contract 29,393,341 Duration in Months 5 years
Awarding Agency City of Los Angeles
Awarding Agency Address 201 N. Figueroa St., Ste 1400, Los Angeles, CA 90012
Awarding Agency Phone Number (Include Area Code) 213-847-4725
Awarding Agency Project Liaison Javier Gonzalez
Project Liaison Phone Number (Include Area Code) 213-847-4725

Name of Project Temple City Libray
Location of Project 5939 Golden West Ave, Temple City, CA
Amount of Contract 4,683,000 Duration in Months 2 years
Awarding Agency Los Angeles County Development Authority
Awarding Agency Address 700 W. Main St., Alhambra, CA 91801
Awarding Agency Phone Number (Include Area Code) 626-437-3659
Awarding Agency Project Liaison Eric Chow
Project Liaison Phone Number (Include Area Code) 626-437-3659

Name of Project Woodland Hills Recreation Center
Location of Project 5858 Shoup Ave, Woodland Hills, CA 91367
Amount of Contract 14,766,560 Duration in Months 2 years
Awarding Agency City of Los Angeles Park & Recreation
Awarding Agency Address 221 N. Figueroa St., Ste 1550, Los Angeles, CA 90015
Awarding Agency Phone Number (Include Area Code) 213-847-4808
Awarding Agency Project Liaison Hoi Van Luc
Project Liaison Phone Number (Include Area Code) 213-847-4808

Name of Project Granada Hills Pool & Bathhouse
Location of Project 16730 Chatsworth St., Granada Hills, CA 91344
Amount of Contract 15,285,321 Duration in Months In progress
Awarding Agency City of Los Angeles Park & Recreation
Awarding Agency Address 221 N. Figueroa St., Ste 300, Los Angeles, CA 90012
Awarding Agency Phone Number (Include Area Code) 213-847-4805
Awarding Agency Project Liaison Ingrid Reyes
Project Liaison Phone Number (Include Area Code) 213-847-4805

Name of Project _____
Location of Project _____
Amount of Contract _____ Duration in Months _____
Awarding Agency _____
Awarding Agency Address _____
Awarding Agency Phone Number (Include Area Code) _____
Awarding Agency Project Liaison _____
Project Liaison Phone Number (Include Area Code) _____

Name of Project _____
Location of Project _____
Amount of Contract _____ Duration in Months _____
Awarding Agency _____
Awarding Agency Address _____
Awarding Agency Phone Number (Include Area Code) _____
Awarding Agency Project Liaison _____
Project Liaison Phone Number (Include Area Code) _____

Name of Project _____
Location of Project _____
Amount of Contract _____ Duration in Months _____
Awarding Agency _____
Awarding Agency Address _____
Awarding Agency Phone Number (Include Area Code) _____
Awarding Agency Project Liaison _____
Project Liaison Phone Number (Include Area Code) _____

Name of Project _____
Location of Project _____
Amount of Contract _____ Duration in Months _____
Awarding Agency _____
Awarding Agency Address _____
Awarding Agency Phone Number (Include Area Code) _____
Awarding Agency Project Liaison _____
Project Liaison Phone Number (Include Area Code) _____

Name of Project _____
Location of Project _____
Amount of Contract _____ Duration in Months _____
Awarding Agency _____
Awarding Agency Address _____
Awarding Agency Phone Number (Include Area Code) _____
Awarding Agency Project Liaison _____
Project Liaison Phone Number (Include Area Code) _____

NOTICE

NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT AND PREVAILING WAGE RATES

The California Labor Code requires that prevailing wages must be paid on all City of Los Angeles public works projects. All personnel employed in actual construction on this project must be paid at least the prevailing wage for the craft they are working in. Current prevailing wage rates may be obtained by contacting the Office of Contract Compliance at (213) 847-1922. Information on prevailing wages can also be obtained from the California Department of Industrial Relations' website at <http://www.dir.ca.gov/DLSR/PWD>

NOTICE TO PROSPECTIVE CONTRACTORS PERTAINING TO
NON-DISCRIMINATION IN EMPLOYMENT AND PREVAILING WAGE RATES

A. In contractual proceedings where a notice inviting proposals for the work, services, information, or property required to be furnished or supplied to the City or to be sold to the City is published either in accordance with Sections 371 of the Charter of said City or is otherwise published, such notice shall specify that the provisions of Los Angeles Administrative Code Section 10.8 through 10.8.6 hereof applicable to any such notice will be part of any contract awarded by the City pursuant to such notice.

B. In contractual proceedings where a notice is not published as provided in subsection A, the contractor or contractors will be advised at the outset of negotiations that the provisions of subsection 10.8 through 10.8.6 hereof will be a part of any contract entered into by the City as a result of such negotiations.

NONDISCRIMINATION CLAUSE -- Required in All Contracts

The contractor agrees and obligates itself not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded under this contract shall contain a like nondiscrimination clause.

PREVAILING WAGE RATES

The California Labor Code requires that prevailing wages must be paid on all City of Los Angeles public works projects. All personnel employed in actual construction on this project must be paid at least the prevailing wage for the craft they are working in. Current prevailing wage rates may be obtained by contacting the City of Los Angeles Office of Contract Compliance at (213) 847-1922, (213) 847-2777 (fax). Information on prevailing wages can also be obtained from the California Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to the provisions of the Labor Code of the State of California the general prevailing rate of wages for each craft, classification or type of workman needed in the execution of contracts under the jurisdiction of the Board of Recreation and Park Commissioners, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations by the said Director are on file in the said office of the said Board and are hereby incorporated and made a part hereof the same as though fully set forth herein. Copies of the said Determination may be obtained at or by request to the said office of said Board.

In the event that the wage determination decision of the Director of Industrial Relations has been superseded by any subsequent wage determination decision(s) published up to and including 10 days prior to bid opening, the most recent applicable wage decisions shall be incorporated by reference, and the successful bidder agrees to be bound by it regardless of what is contained in the specifications.

ROYAL CONSTRUCTION CORP.

Contractor or Company Name

 HANSON HD
By (Signature)

03/12/25

Date

Ordinance No. 175115

An ordinance amending Section 10.8.2.1 of the Los Angeles Administrative Cod in it's entirely to clarify the requirement that City Contractors shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1, Section 10.8.2.1 of the Los Angeles Administrative Code is amended to read:

Sec. 10.8.2.1. Equal Benefits Ordinance

(A) Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City Government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits discrimination based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies choosing to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to insure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and insuring protection of the City's property.

(B) Definitions. For purposes of Equal Benefits Ordinance only, the following shall apply.

1. Awarding Authority means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.
2. Benefits means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits
3. Cash Equivalent means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if applicable) or the direct expense to the employer of providing Benefits for the dependents and family member of an employee with a Domestic Partner (or spouse, if applicable).
- 4 City means City of Los Angeles
5. Contract means an agreement the value of which exceeds \$5,000.00. It includes agreements for work or services to or for the City, for public works or improvements to be performed, agreements for the purchase of goods, equipment, materials, or supplies, or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.
6. Contractor means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.
7. Designated Administrative Agency (DAA) means the Office of Contract Compliance.

8. 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.
9. Equal Benefits Ordinance means Los Angeles Administrative Code 10.8.2.1 et seq., as amended from time to time.
10. Equal Benefits means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employee and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.
11. Lease or License means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements and any agreement allowing the City to use property owned or controlled by others
12. Subcontractor means any person or person, firm, Partnership Corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling their terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(C) Equal Benefits Retirements.

1. No awarding authority of the City, shall execute or amend any contract with any contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.
2. Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.
3. 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." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.
4. A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(D) Other options for compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

1. A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:
 - a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or
 - b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.
3. Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(E) Applicability.

1. Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.
2. The requirements for the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:
 - a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work in the Contract.
 - b. A Contractor's operations on real property located outside of the City limits if the property is owned by 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.

- 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.
 3. The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefit Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.
- (F) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:
1. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.
 2. The failure of the Contractor comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.
 3. If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
 4. Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.
 5. If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.
- (G) Administration
1. The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding authority shall cooperate to the fullest extent with the DAA in its enforcement activities.
 2. In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to insure that the Contractor is acting in compliance with the Equal Benefits Ordinance.
 3. The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.
- (H) Enforcement
1. If the contractor fails to comply with the Equal Benefits Ordinance:
 - a. The failure to comply may be deemed to be a material breach of the contract by the Awarding Authority; or
 - b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or
 - c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;
 - d. The City may also pursue any and all other remedies at law or in equity for any breach.
 - e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.
- (I.) Non-applicability, exceptions and Waivers.
1. Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:
 - a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter in the Contract; or
 - b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective contractor is otherwise qualified and acceptable to the City; or

- c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or
 - d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or
 - e. The Contract is (i) with a public entity; (ii) for goods, services construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to service a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or
 - f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or
 - g. The contract is for goods, a service or a project that is essential to the City or city residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or
 - h. The contract involves bulk purchasing arrangements through City, Federal, State, or Regional entities that actually reduce the City's purchasing costs and would be in the best interests of the city.
2. The Equal Benefit Ordinance does not apply to contracts which involve:
- a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financing, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;
 - b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:
 - (i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or
 - (ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.
3. The Equal Benefits Ordinance does not apply to contracts for gifts to the City.
4. Nothing in this subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.
5. The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.
- (J.) Consistency with Federal or State Law. The provisions of the Equal Benefits Ordinance do not apply where the applications of these provisions would violate or be inconsistent with the laws, Rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.
- (K) Severability. If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- (L.) Timing of Application
- 1. The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.
 - 2. The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

3. Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

"Domestic Partners" means, for the purposes of this Article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with a internal registry maintained by an employer of at least one of the domestic partners.

Sec. 3, The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located at the ground level at the Los Angeles Street entrance to the Los Angeles Police Department; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of FEB 12, 2003

J. MICHAEL CAREY, City Clerk

By Signed by Deputy _____ Deputy

Approved Feb 28, 2003

BY Signed by City of Los Angeles Mayor _____ Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

BY Signed by Laurel L. Lightner _____
LAUREL L. LIGHTNER
Deputy City Attorney

File No. 99-0908-S3
83745

Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Bidders/Proposers are required to complete a streamlined Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org. Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

First Source Hiring Ordinance (FSHO)

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 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).

All Bidders/Proposers shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

**Nondiscrimination, Equal Employment Practices and Affirmative Action Program
(Non-Construction and Construction)**

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., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

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.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

RAMP Id: 10998 EIN/TIN: 953777949
Company Name: Royal Construction Corp
Company Address: 11680 Goldring Rd. Suite A
City: Arcadia State: CA Zip: 91006
Contact Person: Erika Magaleon Phone: 626 358-6688 E-mail: emagaleon@sbcglobal.net
Approximate Number of Employees in the United States: 15
Approximate Number of Employees in the City of Los Angeles: 15

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:

1. 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
2. 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
3. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution. As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below. During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:*

Erika

First name

Magaleon

Last name

☒ 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.

RAMP-EBO/FSHO (02/2017)

<input checked="" type="checkbox"/> PRIME <input type="checkbox"/> SUB Contractor		Project Title	Hollywood Recreation Center - Modern Gym	OCC File #	
Contractor Address	11680 Goldring Rd., Ste A	City:	Arcadia	State:	CA
				E-mail:	info@royalconstructionsite.com

As part of the Affirmative Action Program Provisions (10.13B), the Awarding Authority or the Designated Administrative Agency may request that your company set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City. Complete this form and use those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of STAFF HOURS. Submit this form directly to the Requesting Party.

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male) (L.A. County Only)

Employment statistics were obtained from:
☐ Available Records ☐ Visual Check ☐ Other (Specify) _____

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EXCERPTS FROM THE CALIFORNIA LABOR CODE
RELATING TO APPRENTICES ON PUBLIC WORKS
Chapter 4 of Division 3
THE SHELLY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939
(Note: Boldface type denotes key points)

3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Amended by Stats. 1974, Ch. 1095.)

Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS

1776. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with the public work. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or its authorized representative, the Division of Labor Standards Enforcement, and the division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

1777.5 Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates but in no case shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided in this section.

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he employs apprentices in such craft or trade in the state on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

"Apprenticeable craft or trade," as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journey annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize its life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund and funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing its bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to the funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. Such stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to the provisions of Section 3081.
(Amended by Stats. 1976, Ch. 1179.)

1777.6 It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

(Amended by Stats, Ch. 1179.)

1777.7 In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract.

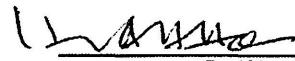
The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council. (Amended by Stats. 1976, Ch. 538.)

APPRENTICE UTILIZATION

Any contract awarded hereunder will require the contractor to comply with the provision of Labor Code, State of California, Section 1777.5, relating to apprentice employment and training; and that the prime contractor will assume full responsibility for compliance to said section for all apprenticeable occupations on the project period. Compliance with said Section 1777.5 of Labor Code is not required for public works contracts involving less than \$30,000 or twenty working days.

ROYAL CONSTRUCTION CORP.

Contractor or Company Name

 President 03/12/25
HANSON HO By (Signature), Date

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) FOR
A REQUEST FOR BIDS (RFB)**

On 2/15/12 the Board of Recreation and Park Commissioners (hereinafter referred to as the "Board" or the "Awarding Authority") adopted the City of Los Angeles Business Inclusion Program (BIP) for Department requests for bids or proposals as follows.

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subcontractors must be completed on the Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA), www.rampla.org.

All BIP outreach documentation must be submitted on the RAMPLA by 4:30 p.m. on the calendar day following the date bids are received by the Board.

Failure to submit the required documentation by 4:30 p.m. on the calendar day following the date bids are received by the Awarding Authority will render the bid non-responsive.

The Department of Recreation and Parks anticipated levels of

MBE Participation:	<u>18</u> %
WBE Participation:	<u>4</u> %
SBE Participation:	<u>25</u> %
EBE Participation:	<u>8</u> %
DVBE Participation:	<u>3</u> %

NOTE: BIP outreach information and/or assistance may be obtained through Department of Public Works, Bureau of Engineering, Project Award & Control (PAC) Division, BIP Coordinator at eng.bavn@lacity.org. Technical assistance in using the RAMPLA may be obtained through the SNOW ticketing system link: <http://snow.lacity.org/rampla>

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BOARD OF RECREATION AND PARK COMMISSIONERS BUSINESS INCLUSION OUTREACH PROGRAM

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CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) FOR USE ON CITY-FUNDED REQUEST FOR BIDS CONTRACTS

A. General

This project is subject to the City of Los Angeles, BIP outreach requirements which are to be followed by bidders on advertised Request for Bids. The City is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other sub-bid or subcontracting businesses in the provision of all goods and services to the City on a contractual basis. The BIP is set forth herein. Bidders shall be fully informed concerning the requirements of this Program. Bidders are encouraged to use MBE/WBE/SBE/EBE/DVBE/OBE firms whenever there is a need to subcontract portions of the work. **Failure to comply with the City's BIP Outreach requirements will render the bid non-responsive.**

B. MBE/WBE/SBE/EBE/DVBE/OBE Participation

The BIP outreach policy requires the bidder to make an outreach in order to include sub-bid participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which is anticipated by the City to produce levels of participation as stated on Page 15.

C. Definitions

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, means a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is held, at least 51 percent of the stock is owned by one 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, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
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 revenues do not exceed \$5 million.
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 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.

5. **Other Business Enterprise (OBE):** For the purpose of this program, means any business which 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 purposes of this program, the term "Minority person" means 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 U.S. Trust Territories of the Pacific, and the 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 services; the veteran must have a service-connected disability of at least 10% or more, and the veteran must reside in California.
8. **Certifications must be current on the date bids for the project are opened** if recognition is to be given towards MBE/WBE participation on this project.
 - 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) Any certifying agency that is a part of the State of California, Unified Certification Program (UCUP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Business Development Council, Inc. (SCMBDC) for MBE certifications only; 5) Women's Business Enterprise Council- West (WBEC- West); or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. 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
E-mail address : bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certifications-printable-forms>
2. California Department of Transportation, Office of Business and Economic Opportunity
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
Internet address:
www.dot.ca.gov/programs/business-and-economic-opportunity
3. Southern California Minority Supplier Development Council (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: www.scmsdc.org

4. Women's Business Enterprise Council – West (WBEC-West)
400 Corporate Pointe, Suite 300
Culver City, CA 90230
Telephone: (310) 461-4361
E-mail: office@wbec-west.org
Internet address: www.wbec-west.com
5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)
10100 Pioneer Boulevard, Suite 103,
Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: <http://www.thesupplierclearinghouse.com/>

- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration as a Local Small Business Enterprise; or 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local Small Business Enterprise, they can request an SBE and EBE designation on their RAMPLA company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations

1. 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
E-mail: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification and directories of DVBE certified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)

707 3rd Street, West Sacramento, CA 95605

Telephone: (916) 375-4940

E-mail: OSDSHelp@dgs.ca.gov

Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)

Internet address: <https://www.va.gov/osdbu/>

9. **Business Inclusion Program Outreach Documentation:** The bidder must take affirmative steps prior to bid opening to ensure that a maximum effort is made to recruit sub-bidder/subcontractors. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of supplies, construction and other services. The required affirmative steps for BIP Outreach documentation are outlined in Paragraph D herein. The BIP Outreach documentation must be submitted as described in Paragraph D herein. Failure to submit the BIP Outreach documentation as described will render the response non-responsive.
10. **Subcontract:** For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Contractor and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Contractor has obligated itself.
11. **Subcontractor:** An individual, firm, or corporation having a direct contract with the contractor 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.
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, DVBE, and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph C, Definitions, Item 8, on the date bids for the project are opened before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or

DVBE participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime contractor will not be a consideration when determining a prime contractor's BIP Outreach. The prime contractor will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subcontracting or materials and supplies acquisition to reach anticipated participation levels.**
- c. A listed MBE, WBE, SBE, EBE, DVBE, and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.**
- d. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE, and OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.**
- e. MBE and/or WBE credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture bidder.**
- f. MBE, WBE, SBE, EBE, DVBE, and/or OBE 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.**
- g. A firm which qualifies 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.**
- h. A SBE, EBE, DVBE prime contractor shall receive pledged participation credit for the work performed by its own workforce.**
- i. A bid-listed subcontractor, vendor, supplier, manufacturer, or broker that becomes a certified MBE, WBE, SBE, EBE, and/or DVBE after contract award will be credited towards the achieved participation levels for any work performed after the certification date. Additionally, if the MBE, WBE, SBE, EBE, and/or DVBE has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.**

D. BIP Outreach Documentation

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBES), and 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 bidders alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and the department's achievement of its annual goals. A bidder'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 Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA). The RAMPLA can be accessed at www.rampla.org or by going to the City's Webpage (www.lacity.org) and linking onto "Bids, RFPs & Grants." 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 noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the bid non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the bidder has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder'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 RAMPLA should be reported immediately using the following steps:

1. Submit a SNOW support ticket via the following link: <http://snow.lacity.org/rampla>
2. Email Department of Public Works, Bureau of Engineering, Project Award & Control (PAC) Division, BIP Coordinator at eng.bavn@lacity.org.

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. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The bidder has performed a BIP Outreach in an attempt to obtain sub-bid/subcontract participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Awarding Authority 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 bidder meet the subcontracting expectations for the project.

Required Documentation: No documentation is required from the bidder.

2	ATTENDED PRE-BID MEETING
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The bidder attended the pre-bid meeting scheduled by the Project Manager to inform all bidders of the requirements for the project for which the contract will be awarded. This requirement may be waived if the bidder certified it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the bidder's company must attend the pre-bid meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-bid meeting attendance roster. This requirement may be waived if the bidder 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 12 months as is evidenced by the event attendance documents.

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

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS
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The bidder has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by sub-bidders/subcontractors. This will ensure an opportunity for subcontractor participation among MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs.

Required Documentation: Outreach via e-mail in the selected work areas. This outreach must be performed using the RAMPLA's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE sub-bidders/subcontractors that are currently registered on the RAMPLA. Failure of the bidder to outreach in all of the work areas selected by the City as potential subcontracting work areas may result in the bid being deemed non-responsive.

Note: City staff will access the RAMPLA and verify compliance with this indicator after the BIP

Outreach submission deadline.

4	WRITTEN NOTICES TO SUBCONTRACTORS
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All notifications must be provided utilizing RAMPLA, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted to the Awarding Authority. In all instances, bidders must document that invitations for subcontracting 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 work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMPLA's BIP Outreach system. The notification must be to potential sub-bidders/subcontractors currently registered on the RAMPLA. If the bidder is aware of a potential subcontractor that is not currently registered on the RAMPLA, it is the bidder's responsibility to encourage the potential subcontractor to become registered so that the bidder can include them as part of their BIP Outreach. Notifications must contain areas of work selected to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number. Bidders are required to send notifications to a sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE firms in each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of subcontractors registered on the RAMPLA in each specific work area.

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 subcontractors that need to be notified for each work area.

# of Subcontractors 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 bidder's failure to utilize this notification function will result in their bid being deemed non-responsive.

Note: Bidders will not be able to utilize the RAMPLA's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMPLA's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By "double clicking" on a red box containing "0*" the bidder will be taken to a list of firm(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a bidder is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit

NAICS code, the bidder will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Bidders 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 bidder non-responsive if the wording is perceived to seriously limit potential subcontractor responses. City staff will access the RAMPLA and verify compliance with this indicator after the RFP submission deadline. Bidders are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section D.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The bidder provided interested sub-bid enterprises/subcontractors with information about the plans, specifications and requirements for the selected sub-bid/subcontracting work.

Required Documentation: Include in Indicator No. 4, information detailing how, where and when the bidder will make the required information available to interested subcontractors. The notification must be performed using the RAMPLA's BIP Outreach system.

Note: At the time a bidder utilizes the RAMPLA's BIP Outreach notification function, the required information will automatically be included in the notification. Bidders will not be able to utilize the RAMPLA's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the bid submittal deadline. City staff will access the RAMPLA and verify compliance with this indicator after the bid submittal deadline.

6	NEGOTIATE IN GOOD FAITH
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The bidder has responded to every unsolicited offer sent by a Registered Subcontractor using RAMPLA and has evaluated in good faith bids or quotes submitted by interested MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Bidders must not unjustifiably reject as unsatisfactory a bid or quote offered by a Registered Subcontractor, as determined by the Awarding Authority. The bidder must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs, and a copy of any and all bids or quotes received. This list must include an explanation of the evaluation that lead to the bid or quote being rejected and the explanation must have been communicated to the subcontractor using RAMPLA.

Required Documentation:

- a) An online Summary Sheet organized by work area, listing the following:
- the bids and/or quotes received;
 - the name of the subcontractor who submitted the bid/quote;
 - the dollar amount of the bid/quote;
 - a brief reason given for selection/non-selection as a subcontractor;
 - the subcontractor selected for that work area.

b) Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the RAMPLA to the “BIP Supporting Documents” section of the Summary tab prior to the proposer being awarded the contract by the City.

The bidder will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subcontractor bid submitted; or 3) Submit Bid and include bid amount.

The bidder will be able to choose a preselected reason for selection/non-selection but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the bidder elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the bidder is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subcontractor as prescribed in the LBPP requirements of the RFP documents, a subcontractor’s LBE status can be considered a reason for selection over a non-LBE subcontractor. **All bids/responses received, regardless of whether or not the bidder outreached to the subcontractor, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the bidder to submit a bid/response from each subcontractor listed on the online Summary Sheet. **All potential subcontractor with whom the bidder has had contact outside of the RAMPLA must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the RAMPLA’s BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFB response submittal deadline.

If a bid/response is submitted by a firm that is not registered with the RAMPLA, the bidder is required to add that firm to their Summary Sheet. A bidder’s failure to utilize the RAMPLA’s Summary Sheet function will result in their RFB response being deemed non-responsive.

Note: City staff may request copies of all of the bids received from sub-bidders/subcontractors as part of the BIP Outreach evaluation process. Bidders will not be able to edit their Summary Sheet on the RAMPLA’s BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the bid submittal deadline. City staff will access the RAMPLA and verify compliance with the summary sheet provision of this indicator after the bid submittal deadline. Contractors are required to have each one of their bid-listed subcontractors registered on the RAMPLA prior to the bidder being awarded the contract. In case of technical error, bidders must follow the process for reporting these errors as outlined in Section D.

7

BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

Each notification by the bidder shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or bidder.

Required Documentation: Include in Indicator No. 7, information about the bidder’s efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the RAMPLA’s BIP Outreach notification system.

Note: At the time a bidder utilizes the RAMPLA’s BIP Outreach notification function, the required information will automatically be included in the notification. Bidders will not be able to utilize the

RAMPLA's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the bid submittal deadline. Bidders 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 bidder non-responsive if the wording is perceived to seriously limit subcontractor responses or is deemed contrary to the intent of this indicator. City staff will access the RAMPLA and verify compliance with this indicator after the bid submittal deadline.

The bidders shall submit completed BIP Outreach documentation either via the RAMPLA's BIP Outreach system or prior to being awarded the contract, as specified for each indicator. The Awarding Authority 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 specified deadline will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate. Such information shall be submitted promptly upon request by the Awarding Authority.

E. Award of Contract

The Awarding Authority reserves the right to reject any and all bids. The award of a contract will be to the lowest responsive, responsible bidder whose proposal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach requirements. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE, WBE, SBE, EBE, DVBE and OBE subcontractors' participation was made is a condition for eligibility for award of the contract. Contractors are required to have each one of their subcontractors register on the RAMPLA prior to the award of the contract.

In the event that the Awarding Authority considers awarding away from the apparent low bidder because of the bidder's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the bidder an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the bidder's BIP Outreach.

F. Subcontractors

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this project:

1. All Subcontractors who will be working on the Project shall be approved in writing by the Awarding Authority or its designee prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
 - A. No other entity, including, but not limited to, the Project Engineer, Program Manager, or Construction Manager, is authorized to grant either initial approval of Subcontractor(s) or Subcontractor substitution(s), unless so designated by the Awarding Authority.
2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Awarding Authority or its designee is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten (10) percent of the Subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change

Order issued by the Engineer to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.

- A. A penalty in the amount of ten (10) percent of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by the Awarding Authority or its designee for a reduction in the subcontract dollar amount.
 - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten (10) percent of the subcontract amount and the City may impose sanctions as a result of such action.
3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same portion of Work to be performed under the contract in excess of one-half or 1 percent of the Contractor's total original bid or \$10,000.00, whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
4. Subletting or subcontracting of any portion of the Work with a total value of more than ½ of 1 percent of the Contractor's total original bid, or \$10,000.00, whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Awarding Authority or its designee setting forth the facts constituting the emergency or necessity.
5. All requests for approval of Subcontractors must contain the following information:
 - A. Project Name
 - B. Project Work Order Number
 - C. Subcontractor's Name
 - D. Subcontractor's Business Address
 - E. Subcontractor's Business Phone Number
 - F. Subcontractor's Status (MBE, WBE, SBE, EBE, DVBE, OBE)
 - G. Subcontractor's State of California Contractor License Number
 - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
 - I. Dollar Amount of Work to be performed
 - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
7. Failure to obtain approval of the Awarding Authority or its designee in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by the unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the

contractor.

8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half of 1 percent of the contractor's total bid, or \$10,000.00, whichever is greater, for all subcontractors listed.
9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of the Awarding Authority or its designee. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from the Awarding Authority or its designee for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontractor added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than ½ of 1 percent of the Contractor's original total Bid, or \$10,000.00, whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract.
 - A. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

G. Subcontractor Substitution

In addition to the requirements for obtaining approval of all subcontractors prior to their working on the project, the following shall apply regarding substitution of any subcontractor, whether Bid-listed or not, during construction:

It is considered a substitution if anyone other than the Bid-listed and/or approved Subcontractor(s), including the Contractor, performs any portion of the work designated to be performed by said Subcontractor, or if the contractor reduces the dollar amount of any subcontractor without written approval of the Inspector.

All substitutions of Subcontractors, whether bid-listed or approved after the date of the original Bid opening, shall be approved in writing by the Awarding Authority or its designee prior to any Work being performed by the substituting Subcontractor.

Failure to obtain approval for any Subcontractor substitution, regardless of the dollar amount of the work performed, may result in rejection of the affected work, a penalty of ten (10) percent of the subcontract amount, and possible sanctions against the contractor.

There shall be no decrease in dollar value of Work to be performed by Subcontractor(s) approved

as a substitute for any Subcontractor, whether Bid-listed or approved after the original date of Bid opening, without a change in scope of the Work to be performed by the originally Bid-listed or approved Subcontractor. Written evidence of a change of scope must be provided by the Engineer prior to approval of a change in dollar value of a Subcontractor either Bid-listed or approved after the original date of Bid opening.

1. A Contractor whose Bid is accepted may not:

- A. Reduce the dollar amount of any subcontractor without the written approval of the Awarding Authority or its designee.
- B. Substitute any person as Subcontractor in place of a subcontractor listed in the original bid or approved to work on the project after award, except that the Awarding Authority or its designee may consent to the substitution of another subcontractor for one of the following situations:
 - a. When the subcontractor listed in the original bid or proposal or approved after award after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based on the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the contractor.
 - b. When the subcontractor becomes bankrupt or insolvent.
 - c. When the subcontractor fails or refuses to perform its subcontract.
 - d. When the subcontractor fails or refuses to meet the bond requirements of the contractor.
 - e. When the contractor demonstrates to the Awarding Authority or its designee's satisfaction that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 - f. When the subcontractor is not licensed pursuant to the State of California Contractor's License Law to perform the work designated.
 - g. When the subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).
 - h. When the Awarding Authority or its designee concurs with the contractor that the work being performed by the subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the subcontractor is delaying or disrupting progress of the work.
 - i. When the subcontractor fails to submit an Affirmative Action Plan acceptable to the Awarding Authority.
 - j. When the Awarding Authority determines the subcontractor is not a responsible

contractor.

- C. Permit a subcontract to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid or approved to perform that portion of work after award, without the consent of the Awarding Authority or its designee.
 - D. Other than in the performance of Change Orders causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of 1 half of 1 percent of the contractor's total original bid as to which its original bid did not designate a subcontractor.
- 2. A request for substitution of any Subcontractor, whether Bid-listed or not, must be made in writing to the Awarding Authority or its designee, and must include letter(s) of explanation as to the reason for the requested substitution.
 - 3. The Contractor shall conduct a BIP Outreach prior to requesting any Subcontractor substitution, regardless of the status (MBE, WBE, SBE, EBE, DVBE, OBE) of the Subcontractor being substituted for.
 - A. The Contractor 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 for which sub-bid/subcontracting work is available, and document the following for submittal to the Awarding Authority or its designee along with all other required documentation:
 - a. The name of the company contacted, the contact person, telephone number, date and time of contact.
 - b. Response for each item of work that was solicited, including dollar amount(s).
 - c. Reason for selection or rejection of each sub-bid prospect.
 - d. In the event the Contractor is unable to find certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE and/or OBE sub-bid prospects (first from the BIP Outreach Summary Sheet, then from other outreach methods) for each trade, the Contractor is advised to contact the Awarding Authority or its designee for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - B. In the event that a subcontract is reduced due to a project change that will not be specified in a Change Order, the Contractor shall request approval for reducing the Subcontract by submitting the following:
 - a. The name of the company for which the reduction in the Subcontract amount is requested and the dollar amount of the requested reduction.
 - b. The reason for the reduction. Specific details of the reason for the requested reduction

are required in order for the request to be considered.

- C. All documentation shall be submitted to the Awarding Authority or its designee.
 - a. Failure to provide all required information will result in rejection of the Substitution request until such time as all information is submitted.

- D. The information required for requesting substitution of any Subcontractor, whether Bid-listed or approved after the original date of Bid opening is:

- a. Project Name
- b. Project Work Order Number
- c. Original Subcontractor's Name
- d. Original Subcontractor's Business Address
- e. Original Subcontractor's Business Phone Number
- f. Original Subcontractor's Status (MBE, WBE, SBE, EBE, DVBE, OBE)
- g. Letter of withdrawal from original Subcontractor (when applicable)
- h. Letter of explanation from the Prime Contractor stating reason(s) for request
- i. Substituting Subcontractor's Name
- j. Substituting Subcontractor's Business Address
- k. Substituting Subcontractor's Business Phone Number
- l. Substituting Subcontractor's State of California Contractor's License Number
- m. Substituting Subcontractor's Status (MBE, WBE, SBE, EBE, DVBE, OBE)
- n. Substituting Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number (BTRC)
- o. Dollar amount of Work to be performed by substituting Subcontractor
- p. Description of Work to be performed by substituting Subcontractor
- q. BIP Outreach Documentation

4. Penalties:

A Contractor violating any provision(s) of this subsection shall be deemed in violation of the Contract, and the Awarding Authority at its discretion may:

- A. Cancel the Contract.
- B. Assess the Contractor a penalty of not more than ten (10) percent of the amount of the Subcontract(s) involved.

5. Potential Penalties:

At the end of each construction project, before calculation of any actual final subcontracting penalties, the City may withhold as disputed funds 15% of all subcontract(s) that appear to be in violation of any subcontracting provision of the project, and 15% of all subcontract(s) which performed work on the project without, or prior to, approval by the Awarding Authority or its designee.

H. Submittal Documents

1. **List of Subcontractors:** Bidders will submit with their Bid the List of Subcontractors. The Bidder shall list the name, business address, business telephone, contact person and a description of work or supplies to be provided by each of the firms which will perform more than ½ of 1 percent, or \$10,000, whichever is greater, of the original Bid amount on the project. This list is considered the bidder's list of subcontractors that will be utilized on the project, and bidders are expected to use the firms, for the total dollar amounts, listed on the List of Subcontractors.
2. **Subcontractors/Subcontractor Substitutions:** Bidders will be required to submit this form prior to contract award. The bidder shall complete, sign, and submit this form to the Awarding Authority or its designee. A request for this form by City staff should not be construed as a recommendation for award. This form is a summary of the requirements listed under Section F. Subcontractors, and Section G. Subcontractor Substitutions, and does not supersede any of the procedures or requirements listed in those sections.

I. 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/subcontractor will result in sanctions set forth in provisions pertaining to listing of subcontractors.

J. Final Subcontracting Report Submittal

The Contractor must submit the Final Subcontracting Report, attached as page 15T, to the Awarding Authority or its designee, within **fifteen (15) calendar days** after the issuance of the Statement of Completion or a request for the report by the Awarding Authority, whichever comes first. Failure to comply may result in the assessment of liquidated damages in the amount of **\$100.00** per day by the Awarding Authority.

SUBCONTRACTORS / SUBCONTRACTOR SUBSTITUTIONS
(MUST BE SUBMITTED PRIOR TO AWARD OF A CONTRACT)

Project Name Hollywood Recreation Center - Modern Gym

Work Order Number E1908203

Contractor Royal Construction Corp.

Acceptance by the City of Los Angeles of this Contractor's Bid does not indicate automatic approval of the subcontractor(s) listed in the Bid-proposal.

By acknowledging with the signature of an authorized representative below, the Contractor understands that it must obtain approval for **all** Subcontractors, at all levels, whether Bid-Listed or not, from the Awarding Authority or its designee prior to the Subcontractor(s) performing any work on this project.

The Contractor understands that no entity other than the Awarding Authority or its designee has the authority to approve either an original request for approval or request for substitution of any subcontractor(s).

The Contractor further understands that Subcontractors approved for work on any other project for the City of Los Angeles does not constitute approval to work on this project also, and that there are no "blanket approvals" of Subcontractors for this, or any other, project.

The Contractor also understands that it may not substitute any Subcontractor, at any level, whether Bid-listed or not, without the approval of the Awarding Authority or its designee.

The Contractor understands and acknowledges that there may be a penalty assessed of no more than ten (10) percent of the subcontract amount of each Subcontractor for any of the following:

1. Failure to obtain approval for any Subcontractor(s), at any level, whether Bid-listed or not, from the Awarding Authority or its designee prior to the subcontractor(s) beginning work on the project.
2. Performing the work of any subcontractor(s) at any level, whether Bid-listed or not, without the approval of the Awarding Authority or its designee.
3. Reducing the Bid-listed and/or approved dollar amount of work to be performed by any Subcontractor(s), at any level, whether Bid-listed or not, for any reason, without the approval of the Awarding Authority or its designee.
4. Substituting for any Subcontractor(s), at any level, whether Bid-listed or not, without the approval of the Awarding Authority or its designee.
5. Assigning the work of any Subcontractor(s), at any level, whether Bid-listed or not, to anyone other than said Subcontractor, without the approval of the Awarding Authority or its designee.

Hanson Ho
Authorized Contractor Representative (Print Name)

0312/25

Date


Authorized Contractor Representative Signature

FINAL SUBCONTRACTING REPORT (FSR)

INSTRUCTIONS to PRIME CONTRACTOR: SUBMIT WITHIN 15 CALENDAR DAYS OF ISSUANCE OF THE STATEMENT OF COMPLETION or WHEN REQUESTED BY THE BOARD OF RECREATION AND PARK COMMISSIONERS. FAILURE TO SUBMIT MAY RESULT IN THE DELAY OF RETENTION RELEASE. ALL FIELDS MUST BE COMPLETED AND A COPY WILL BE SENT TO SUBCONTRACTORS/ SUPPLIERS/ BROKERS FOR THEIR CONCURRENCE.

Project Title: Hollywood Recreation Center - Modern Gym Work Order No.: E1908203 Contact Name: Hanson Ho

Prime Contractor: Royal Construction Corp. Address: 11680 Goldring Rd., Ste A, Arcadia, CA 91006

Telephone #: 626-358-6688 Email Address: info@royalconstructionsite.com

Subcontractor/ Supplier/ Broker Name, Address, Telephone #, and Email Address	Description of Work	MBE/ WBE/ SBE/ EBE/ DVBE/ LGBTBE/ OBE	Bid-listed/ Approved \$ Amount	Final \$ Amount Invoiced	Reason(s) for Discrepancy (ex. Change Order No. and \$ Amount)

I certify under penalty of perjury that the above information, namely the Final \$ Amount Invoiced as it pertains to subcontractors/ suppliers/ brokers, is complete and correct.

Hanson Ho
Signature

President
Title

03/12/25
Date

SCHEDULE "A"
SUBCONTRACTORS AND SUPPLIERS
The Prime Contractor shall perform, with its own organization, Contract work amounting to
at least 30 percent of the Base Bid Price, unless otherwise instructed.

PROJECT TITLE Hollywood Recreation Center - Modern Gym		W.O. No./PRJ No. E1908203		NAME OF PERSON COMPLETING THIS FORM Hanson Ho	
BIDDER (NAME OF FIRM) Royal Construction Corp.		ADDRESS / CITY / STATE / ZIP CODE 11680 Goldring Rd., Ste A, Arcadia, CA 91006			
CONTRACTOR'S LICENSE NO. 444780	LICENSE CATEGORIES B	EXPIRATION DATE 08/31/25	YEARS IN BUSINESS 41	TELEPHONE No. 626-358-6688	
				FAX No. 626-358-0880	
Type of Ownership: <input type="checkbox"/> Sole Ownership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture			Is Bidder any of the following as defined in the Business Inclusion Program? Check all that apply. MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input checked="" type="checkbox"/> EBE <input type="checkbox"/> DVBE <input type="checkbox"/>		

DOLLAR PARTICIPATION OF ALL SUBCONTRACTORS AND SUPPLIERS

List all subcontractors and suppliers who will do work on this project, regardless of the amount of money involved. (Ordinance No. 150,595, Los Angeles Administrative Code Section 10.14 "Provisions Pertaining to Listing of Subcontractors."; Business Inclusion Program, Page 15 et seq.).

DESCRIPTION OF BASE BID WORK TO BE PROVIDED DIRECTLY BY <u>PRIME BIDDER</u> : <i>Supervision, concrete, metal stud Drywall, General Conditions.</i>					DOLLAR VALUE OF BASE BID TO BE PERFORMED BY <u>PRIME BIDDER</u> : <i>\$ 4,800,000</i>						
SUBCONTRACTORS OR SUPPLIERS NAME, ADDRESS, TELEPHONE NO.	SUB	SUPPLIER	CONTRACTOR LICENSE NO.	DESCRIPTION OF WORK OR SUPPLIES TO BE PROVIDED	MBE	WBE	SBE	EBE	DVBE	DBE	DOLLAR VALUE OF SUBCONTRACTOR or SUPPLIER (note if add/deduct item)
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ _____ Add's: \$ _____ Ded's: \$ _____
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ _____ Add's: \$ _____ Ded's: \$ _____

(CONTINUED ON NEXT PAGE)

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE PARTICIPATION

Total combined dollar value of MBE/WBE/SBE/EBE/DVBE subcontractors and suppliers portions of work. Do not include prime bidder's portion unless it is a Joint Venture, in which case the value of work to be performed by one of the Joint Venturer's who is an MBE, WBE, SBE, EBE or DVBE may be included.

TOTAL MBE'S AMOUNT: \$ 410,000 7 %

TOTAL WBE'S AMOUNT: \$ _____ = _____ %

TOTAL SBE'S AMOUNT: \$ 1,100,000 7 %

TOTAL EBE'S AMOUNT: \$ _____ = _____ %

TOTAL DVBE'S AMOUNT: \$ _____ = _____ %

BASE BID AMOUNT: 15,646,000

11. Artho HANSON HO
Signature of Person Completing Form

President 03/12/25
Title Date

SCHEDULE "A" (Continued)
SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTORS OR SUPPLIERS NAME, ADDRESS, TELEPHONE NO.	SUB	SUPPLIER	CONTRACTOR LICENSE NO.	DESCRIPTION OF WORK OR SUPPLIES TO BE PROVIDED	MBE	WBE	SBE	DBE	DVBE	DBE	DOLLAR VALUE OF SUBCONTRACTOR or SUPPLIER (note if add/deduct item)
Baseline Fire P.O. Box 2152 Downey, Ca. 562-291-8252	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9915049	Fire Sprinkler							Base: \$ 100,000 Add's: \$ Ded's: \$
114 DST Plumbing 2617 Mountain Pine La Crescenta, Ca.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	929862	Plumbing							Base: \$ 679,000 Add's: \$ Ded's: \$
NPLW Star Construction 2231 Cape Cod way Santa Ana, Ca. 714-441-0070	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1037m6	Casework							Base: \$ 89,900 Add's: \$ Ded's: \$
Thomas - Ornelas Elec 24808 Aden Ave Pewhall, Ca. 661-481-9559	<input checked="" type="checkbox"/>	<input type="checkbox"/>	625354	Electrical	X		X				Base: \$ 1,100,000 Add's: \$ Ded's: \$
Bennett Landscape 25889 Belle Portia Ave Harbor City, Ca. 310-534-3543	<input checked="" type="checkbox"/>	<input type="checkbox"/>	479003	landscape & irrigation							Base: \$ 1,704,860 Add's: \$ Ded's: \$
Viri Steel 3881 Towne Ave LOS Angeles, Ca. 323-231-2466	<input checked="" type="checkbox"/>	<input type="checkbox"/>	945739	Structural Steel							Base: \$ 1,359,000 Add's: \$ Ded's: \$
Mauricio's Plumbing 11387 Big Dipper Dr. Mira Loma, Ca. 951-790-1616	<input checked="" type="checkbox"/>	<input type="checkbox"/>	802413	Plumbing							Base: \$ 620,000 Add's: \$ Ded's: \$
Competive Painting 23900 Alexander Rd. Moreno Valley, Ca. 951-643-9565	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1062083	Painting							Base: \$ 233,650 Add's: \$ Ded's: \$

SCHEDULE "A" (Continued)
SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTORS OR SUPPLIERS NAME, ADDRESS, TELEPHONE NO.	SUB	SUPPLIER	CONTRACTOR LICENSE NO.	DESCRIPTION OF WORK OR SUPPLIES TO BE PROVIDED	MBE	WBE	SBE	EBE	DVBE	OSB	DOLLAR VALUE OF SUBCONTRACTOR or SUPPLIER (note if add/deduct item)
Arrow Concrete 4960 San Fernando Rd. Pasadena, Ca. 818-834-4632	<input checked="" type="checkbox"/>	<input type="checkbox"/>	455102	Demo & grading							Base: \$385,000 Add's: \$ Ded's: \$
Inland Contracting P.O. Box 3877 Ontario, Ca. 909-983-3656	<input checked="" type="checkbox"/>	<input type="checkbox"/>	481517	Rebar							Base: \$188,323 Add's: \$ Ded's: \$
WSP Roofing 4550 Cavitt Stallman Granite Bay, Ca. 915-849-0015	<input checked="" type="checkbox"/>	<input type="checkbox"/>	832752	Roofing							Base: \$286,265 Add's: \$ Ded's: \$
Syn Tek Roofing P.O. Box 460623 Escondido, Ca. 760-717-2031	<input checked="" type="checkbox"/>	<input type="checkbox"/>	929634	Solatube Sky vault							Base: \$102,200 Add's: \$ Ded's: \$
Hardwood Construction 11095 Curtiss Court La Verne, Ca. 909 593-1556	<input checked="" type="checkbox"/>	<input type="checkbox"/>	561044	Translucent Wall Assemblies							Base: \$388,500 Add's: \$ Ded's: \$
Richartz Plastering 3948 W. 132nd St. Hawthorne, Ca. 310-679-0811	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1127371	Plaster							Base: \$233,800 Add's: \$ Ded's: \$
H2E Group 1674 Placentia Ave Costa Mesa, Ca. 949-650-9000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1060739	Gym Equip.							Base: \$205,500 Add's: \$ Ded's: \$
Otis Elevator 12921 116th St Merriam, Ca. 323-718-3226	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7031	Elevator							Base: \$135,000 Add's: \$ Ded's: \$

SCHEDULE "A" (Continued)
SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTORS OR SUPPLIERS NAME, ADDRESS, TELEPHONE NO.	SUB	SUPPLIER	CONTRACTOR LICENSE NO.	DESCRIPTION OF WORK OR SUPPLIES TO BE PROVIDED	MBE	WBE	SBE	EBE	DBE	OBE	DOLLAR VALUE OF SUBCONTRACTOR or SUPPLIER (note if add/deduct item)
MC Int'l 2517 E. Cedar St. Ontario, Ca. 909-912-6322	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1078212	Metal Deck							Base: \$ 127,800 Add's: \$ Ded's: \$
Hur Flooring 15204 Stage St. Van Nuys, Ca. 818-700-4985	<input checked="" type="checkbox"/>	<input type="checkbox"/>	604929	Wood Flooring - Gum							Base: \$ 119,575 Add's: \$ Ded's: \$
Air Design 2229 Dwyer Ave El Monte, Ca. 213-520-1017	<input checked="" type="checkbox"/>	<input type="checkbox"/>	953818	HVAC							Base: \$ 608,000 Add's: \$ Ded's: \$
AM Glazing P.O. Box 985 Artesia, Ca. 323-788-4399	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1116651	Glazing							Base: \$ 154,170.80 Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$

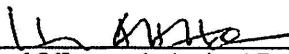
**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

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 \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; 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 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 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 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.

<hr/>	
Royal Construction Corp. 11680 Goldring Rd., Ste A, Arcadia, CA 91006	626-358-6688
<hr/>	
Company Name, Address and Phone Number	
<hr/>	
	03/12/25
<hr/>	
Signature of Officer or Authorized Representative	Date
<hr/>	
Hanson Ho, President	
<hr/>	
Print Name and Title of Officer or Authorized Representative	
<hr/>	
Awarding City Department	Contract Number
<hr/>	

CONSTRUCTION

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive. If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

ROYAL CONSTRUCTION CORP.		444780	
Business Name		Contractor's License Number	
11680 Goldring Rd., Ste A	Arcadia	CA	91006
Street Address	City	State	Zip
Hanson Ho, President	626-358-6688		626-358-0880
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 Questionnaire dated ____/____/____ was submitted by the firm.

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: 11 / 01 / 1982 State of incorporation: California

List the corporation's current officers.

President: Hanson Ho

Vice President:

Secretary: Zeyi Tong

Treasurer:

CONSTRUCTION

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

(Use this space. If you need additional space, you can attach a document)

Hanson Ho 100%

- ☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

- ☐ **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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

- ☐ **Joint Venture:** Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☒ No

If Yes, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

CONSTRUCTION

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If Yes, list 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.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?

☐ Yes ☒ No

If Yes, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

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

☒ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

Royal Construction Corp.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied construction bonding?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

CONSTRUCTION

6. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

7. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

☐ Yes ☒ No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. INSURANCE

8. In the past five 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 the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

9. Indicate the status of your firm's current workers' compensation insurance policy (check one):

☒ Workers' Compensation Insurance Policy Currently in Effect

☐ Legally Self-Insured

☐ No Workers' Compensation Policy Currently in Effect*

*If you do not have a worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation.

(Use this space. If you need additional space, you can attach a document)

CONSTRUCTION

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 years is or was 1.00 or higher, provide an explanation below.

YR. 1: 2025 EMR-1: 79 YR 2: 2024 EMR-2: 100 YR. 3: 2023 EMR-3: 100

(Use this space. If you need additional space, you can attach a document)

11. Within the past five years, has your firm employed workers that were not covered under workers' compensation insurance or state approved self-insurance?

☐ Yes ☒ No

If Yes, explain each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

(Use this space. If you need additional space, you can attach a document)

F. PERFORMANCE HISTORY

12. How many years has your firm been in operation? 41 Years.

13. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If, Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. 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.

(Use this space. If you need additional space, you can attach a document)

Vision Theater	Granada Hills Pool & Bathhouse
Javier Gonzalez 213- 847-4725	Ingrid Reyes 213-847-4805
Expand & Upgrade Theatre	Pool Replacement & Renovation of Bathhouse
\$29,393,341	\$15,285,321
Start : 3/15/18	Start : 3/27/23
End : 2/26/24	End: Currently under construction

14. List all contracts that require similar work as the current bid/proposal in which your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years. If your firm has had more than 10 contracts with similar work with any private or other governmental entities, then use the 10 more recent (and most similar) contracts. For each contract listed in response to this question,

Royal Construction Corp. - Project References

Studio City Library
Start: April, 1999
Completion: January, 2001
Contract: \$3.1M
Owner: City of Los Angeles

FE Weymouth Filtration Plant
Start: 2003
Completion: 2008
Contract: \$3.1M
Owner: Metropolitan Water District

Los Angeles Zoo Reptile Center
Start: 2009
Completion: 2012
Contract: \$8M
Owner: City of Los Angeles
 Richard Campbell
 (323) 844-4774

3-Libraries: Baldwin, Pacoima, Jefferson Library
Start: August, 2000
Completion: April, 2002
Contract: \$8.6M
Owner: City of Los Angeles

San Dimas Sheriff's Station
Start: June, 2003
Completion: October, 2005
Contract: \$9.9M
Owner: City of Los Angeles
 Kathy Risely
 (213) 300-3244

Siqueros Mural Protective Shelter
Start: 2010
Completion: 2012
Contract: \$6.6M
Owner: City of Los Angeles
 Robert Lomelin
 (213) 485-4272

Arroyo Seco Branch Library
Start: August, 2001
Completion: November, 2003
Contract: \$3.7M
Owner: City of Los Angeles
 Frank Rinaldi
 (213) 798-5156

Boyle Heights Youth Center
Start: July, 2004
Completion: September, 2008
Contract: \$5.6M
Owner: City of Los Angeles
 Frank Rinaldi
 (213) 798-5156

Emblem Elementary School
Start: 2010
Completion: 2013
Contract: \$6.9M
Owner: Saugus Union School Dist

Sylmar Branch Library
Start: August, 2001
Completion: November, 2003
Contract: \$3.5M
Owner: City of Los Angeles
 Frank Rinaldi
 (213) 798-5156

Fire Station No. 36
Start: March, 2005
Completion: May, 2005
Contract: \$5.1M
Owner: City of Los Angeles
 Joyce Mar
 (213) 482-7432

Rowland Heights Community Center
Start: April, 2013
Contract: \$13.2M
Owner: Community Development
 Commission of Los Angeles
 Dan Mendoza
 (626) 262-4511

Edendale Library
Start: July, 2002
Completion: September, 2004
Contract: \$3.1M
Owner: City of Los Angeles
 Frank Rinaldi
 (213) 798-5156

Fire Station No. 62
Start: May, 2005
Completion: May, 2007
Contract: \$7.1M
Owner: City of Los Angeles
 Waleed

Woodland Hills Recreation Center
Start: April, 2015
Contract: \$12.9M
Owner: City of Los Angeles
 Hol Van Luc
 (213) 847-4808

Hyde Park Branch Library
Start: July, 2002
Completion: December, 2004
Contract: \$3M
Owner: City of Los Angeles
 Frank Rinaldi
 (213) 798-5156

El Monte High School
Start: January, 2007
Completion: January, 2009
Contract: \$20M
Owner: El Monte Union High School
 Atta Alsaleh
 (909) 305-2332

Temple City Library
Start: Feb, 2020
Completion: May, 2022
Contract: \$5.7M
Owner: Los Angeles County
 Development Authority

Ronald Reagan Presidential Library
Start: 2002
Completion: 2004
Contract: \$7.3M
Owner: National Archives
 Alfred Johnson
 (800) 410-8354

Pacoima Neighborhood City Hall
Start: 2008
Completion: 2011
Contract: \$14M
Owner: City of Los Angeles
 Hol Van Luc
 (626) 798-7754

Vision Theatre
Contract: \$28.8M
Owner: City of Los Angeles
 Justin Ramirez
 (213) 847-4727
 (213) 847-4727

Current Project:
Granada Hills Pool & Bathhouse
Contract: \$15.5 M
Owner: City of Los Angeles
 Park & Rec

CONSTRUCTION

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.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

16. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 17A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 17B..Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ Yes ☒ No

If Yes, please enter the date of the Notice(s).

--

G. DISPUTES

18A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

18B. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s), the original date of filing, and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

--

19. Does your firm have any outstanding judgments pending against it?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

--

20. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

--

H. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

- 21A. In the past five 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 page 12:

☐ Yes ☒ No

- 21B. If Yes, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

22. Within the past five years, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

23. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

CONSTRUCTION

- 24A. Provide 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.

(Use this space. If you need additional space, you can attach a document)

Laborers Southern CA, JAC
1385 W. Sierra Madre Ave, Azuza, CA 91702 626-610-1700

- 24B. Provide 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 3 years.

(Use this space. If you need additional space, you can attach a document)

I. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

- 25A. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm.

- (a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

☐ 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 or material misrepresentation?

☐ 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 or material misrepresentation to any governmental entity or public utility?

☐ Yes ☒ No

- 25B. If you check Yes to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the

CONSTRUCTION

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?

☐ Yes ☒ No

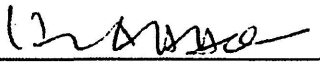
If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I 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.

Electronic Signature:

 HANSON HD 03/12/25
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 to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21A

Check **Yes** in response to Question No. 21A 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 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.

SECURITY GUARD SERVICES

In the event the successful contractor elects to provide a security guard at the project site, the contractor will guarantee that the security personnel are properly trained, qualified, and certified, and meet the minimum requirements and qualifications, and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires the security officer to be armed, otherwise a permanent "Gun Card" is not required).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer permits from the LAPD. (L.A.M.C. Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In Addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any Felony Conviction.
2. Any high-grade misdemeanor.
3. Any Sex Crime Conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Dept. of Justice, DMV, and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities

Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. Bidders/Proposers are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org

Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link. The affidavit should be completed and submitted by the time of RFP submission.

The affidavit will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and the DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP (www.rampla.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) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, _____ am authorized to bind contractually the Company identified below.

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

<u>10998</u>	<u>953777949</u>		
RAMP Id	EIN/TTN		
<u>Royal Construction Corp</u>			
Company Name			
<u>11680 Goldring Rd. Suite A</u>	<u>Arcadia</u>	<u>CA</u>	<u>91006</u>
Street Address	City	State	Zip
_____	_____	_____	_____
Phone	Email		

3. The company came into existence in 1982 (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.
- ☐ 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.

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.

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:*

Erika Magaleon

Signature

4/25/2021, 5:29 PM

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

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

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.

against the death of, or injury to, Enslaved Persons.

RAMP-DO (12/2019)

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

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 RAMP)	Awarding Authority (Department awarding the contract)	
E1908203	City Of Los Angeles Dept. of Recreation & Parks	
Bidder Name		
Royal Construction Corp.		
Address		
11680 Goldring Rd., Ste A, Arcadia, CA 91006		
Email Address	Phone Number	
info@royalconstructionsite.com	626-358-6688	

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.

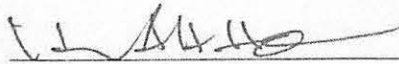
I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Hanson Ho

Name

President

Title



Signature

03/12/25

Date

Iran Contracting Act of 2010 - Implementation and Processing Procedures

Overview:

The Iran Contracting Act of 2010 prohibits bidders engaged in investment activities in Iran, from bidding, submitting proposal for, entering into or renewing contracts with the City for goods and services of \$1,000,000 or more.

A bidder or proposer who engages in investment activities in Iran is defined as either:

1. A bidder or proposer providing goods or services of \$20,000,000 or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector or Iran; OR
2. A bidder that is a financial institution that extends twenty million dollars \$20,000,000 or more in credit to another person, for 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 the list created by the State of California, Department of General Services (DGS) as a person engaging in the investment activities in Iran.

All bidders or proposers for department contracts of \$1,000,000 or more shall certify that they are not identified on the DGS list of ineligible businesses or persons, and that they are not engaged in investment activities in Iran by signing and submitting the *Iran Contracting Act of 2010 Compliance Affidavit*.

Implementation & Processing:

- All bidders or proposers for a Department contract valued at \$1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.
- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses?search=iran%20contracting>
 - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.
- In the event that the awarding authority intends to award a contract valued at \$1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

Any questions regarding the Iran Contracting Act of 2010 may be directed to the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) at PPO@dgs.ca.gov. For more information, the webpage for the OPPL is located at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into 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) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or 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 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 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.

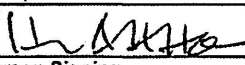
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-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** 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) or more in credit to another person or vendor, for 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 DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Royal Construction Corp.		BTRC (or n/a) 000823868-001-1
By (Authorized Signature) 		
Print Name and Title of Person Signing Hanson Ho, President		
Date Executed 03/12/25	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)



Department of General Services
Procurement Division
707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

List Date: August 5, 2020

**Entities Prohibited from Contracting with Public Entities in California per the
Iranian Contracting Act, 2010**

1. China National Petroleum Corporation
 2. China Oilfield Services Limited
 3. Indian Oil Corporation Ltd.
 4. Oil and Natural Gas Corporation
 5. Oil India Limited
 6. ONGC Videsh Ltd.
 7. Petrofield
 8. Petróleos de Venezuela, S.A
 9. Sinopec
 10. SKS Ventures
-

If you have any questions regarding this notification, please contact:

Office of Policies, Procedures, and Legislation
PPO@dgs.ca.gov

CALIFORNIA STATE SENATE BILL 854

Contractors are advised of the following changes made by California State Senate Bill 854 to the State of California Department of Industrial Relations:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
3. DIR maintains a current [list of registered contractors](https://efiling.dir.ca.gov/PWCR/Search.action). <https://efiling.dir.ca.gov/PWCR/Search.action>

The Contractor must comply with the requirements of THE California State Senate Bill 854. Please read the following attachment for more information.

Senate Bill 854

1. All contractors and subcontractors who bid, or work on a public works project must register with the state and pay an annual fee of \$300.00 to the Department of Industrial Relations (DIR). In order to register, contractors must have valid workers compensation insurance; they must not have any outstanding assessments owed to either the state or any other warding body, or to any workers; and they cannot be debarred on any list (either federal, state, or local).
2. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5.
3. No contractor or subcontractor may be awarded a contract on a public works project (awarded on or after April 1, 2015) unless they are registered with the DIR pursuant to Labor Code Section 1725.5.
4. No contractor or subcontractor may work on a contract on a public works project (bid on or after March 1, 2015, or awarded on or after April 1, 2015) unless they are registered with the DIR.
5. An awarding body may not accept a bid or enter into a contract for public works with an unregistered contractor.
6. The DIR maintains a current list of registered contractors at:
<https://efiling.dir.ca.gov/PWCR/Search.action>.
7. While the new law does require that all contractors and subcontractors must furnish electronic certified payroll records (ECPR) directly to the Labor Commissioner's Office, contractors and subcontractors working on City of Los Angeles public works projects (as well as those working for three other select awarding bodies, and projects covered by qualifying project labor agreements) are exempt from this requirement. (Note: Any contractor working on a project for a City department or agency which does not utilize the Bureau of Contract Administration's services *must* submit their payrolls through the state's ECPR system to the Labor Commissioner's Office *and* submit the project to the state for monitoring and enforcement. The new law will apply to any project awarded by a City department for constriction, alteration, installation, demolition, maintenance, or repair.
8. Violation of the requirements mandated by SB 854 will result in any public works contract entered into with any contractor or subcontractor who has not registered being subject to cancellation.
9. A contractor who fails to pay the renewal fee on or before the expiration of the prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for the public work until they are once again registered. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee. (If the original renewal fee was \$300.00, the total amount for renewal including the penalty renewal fee would be \$600.00.)
10. If the renewal fee is paid subsequent to 90 days, the contractor will be eligible to bid on public works projects again only if they pay an additional nonrefundable penalty registration fee of \$2,000.00 in addition to the annual registration fee (if the original renewal fee was \$300, the total amount for renewal including the penalty renewal fee would be \$2,300.00).

Required Insurance and Minimum Limits

Name: Hollywood Recreation Center Phase II - Modern GymDate: 10/12/2023Agreement/Reference: W.O. E1908203

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

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured party. \$5,000,000

☒ 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) \$1,000,000

☐ **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** 100% of the contract price

☐ **Crime Insurance** _____

Other: Submitted to Alex Ngo (213-485-4821) at BOE-Architectural Division.** Property Insurance (Builder's Risk) limits shall equal the value of construction material on hand.

Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance/Fair Chance Initiative for Hiring Ordinance

Any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Bidders/Proposers seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Contractor Evaluation Program

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.