

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

**Wednesday, December 14, 2016 at 9:30 a.m.**

**Yosemite Recreation Center**  
**1840 Yosemite Drive**  
**Los Angeles, CA 90041**

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

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

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

1. CALL TO ORDER AND SPECIAL PRESENTATIONS

- Special Introduction and Opening Remarks by Sean Starkey, Field Deputy of Councilmember José Huizar's Office, Fourteenth Council District
- Acknowledgement of Service – Former Commissioner Iris Zuñiga
- Introduction of Yosemite Recreation Center Staff
- Public Service Announcements – “The Getaway”, “Everybody Plays”, “Tranquility Zone”, and “Behind the Green” presented by Leslie Richter, Senior Recreation Director, Partnership Division

2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Special Meeting of November 16, 2016

3. NEIGHBORHOOD COUNCIL COMMENTS

- Discussion with Neighborhood Council Representatives on Neighborhood Council Resolutions or Community Impact Statements Filed with the City Clerk Relative to Any Item Listed or Being Considered on this Board of Recreation and Park Commissioners Meeting Agenda (Los Angeles Administrative Code 22.819; Ordinance 184243)

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4. BOARD REPORTS

- 16-238 Griffith Observatory – Amendment No. 2 to Memorandum of Understanding with Friends of the Observatory to Extend Term of Agreement by One Year
- 16-239 Partnership Division – Donation from the Natasha Watley Foundation in Support of a Department-Operated Girls Fall Softball League at Four Park Sites
- 16-240 Griffith Park – Greek Theatre – Year End Verbal Report
- 16-241 Griffith Park – Greek Theatre – Amendments to the User Agreement, Booking and Ticket Policies and 2017 Event Incentive Program
- 16-242 Griffith Park – Greek Theatre – Amended Contract with SMG d.b.a. Premier Food Services Management Group, Inc. for a Food and Beverage Concession to Exercise First Option to Extend and Amend Contract Terms
- 16-243 Transfer of Appropriations within Fund 302 in the Department of Recreation and Parks for Budgetary Adjustments
- 16-244 Los Angeles Riverfront Park – Phase II (W.O. #E170406F) Project; 109<sup>th</sup> Street Pool and Bathhouse Replacement Project (PRJ1501P) (W.O. #E1906494) Project – Requests for Partial Release of Contract Payment on Construction Contracts No. 3385 and 3462
- 16-245 Woodland Hills Recreation Center – Park Renovations (PRJ200920) (W.O. #E1907454F) Project – Acceptance of Stop Payment Notice and Acceptance of Stop Notice Bond to Release Money Withheld on Stop Payment Notice on Construction Contract No. 3515
- 16-246 Proposition 40 Youth Soccer and Recreation Development Program – Conceptual Approval of Proposed Projects and Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3(6) and Class 11(3) of the City CEQA Guidelines
- 16-247 Westwood Park – Bad News Bears Baseball Field Improvement (PRJ21090) Project – Appropriation from Unreserved and Undesignated Fund Balance in Fund 302 – Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1,3) and Class 11(3) of the City CEQA Guidelines
- 16-248 Park Fee Ordinance – Establishment of Various Special Fund Accounts – Changes to Schedule of Rates and Fees to Add New Section for Parks Fees

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- 16-249 Ken Malloy Harbor Regional Park – Park Renovation (PRJ21089) Project – Allocation of Quimby Fees – Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1,3) and Class 11(3) of the City CEQA Guidelines
- 16-250 Rancho Cienega Sports Complex (Phase I – PRJ20308) (Phase II – PRJ21049) – Adoption of Initial Study/Mitigated Negative Declaration
- 16-251 Central Recreation Center Pool and Bathhouse Renovation Project (W.O. #E1907620) Project – Directive to Release Labor Withhold on Construction Contract No. 3513 with Acon Development, Inc.
- 16-252 Donation from Nestle Purina Pet Care Company and Second Council District Office in Support of Whitnall Off-Leash Dog Park
- 16-253 West Wilshire (Pan Pacific Park) – Improvements to Athletic Fields (Baseball and Soccer Fields) (PRJ20579) (W.O. #E170496F) Project – Rejection of All Bids
- 16-254 Griffith Park Pony Ride Concession – Proposal by Los Angeles Pony Rides, Inc. for the Construction of a Birthday Party Pavilion – Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3(3) and Class 11(6) of the City CEQA Guidelines
- 16-255 Runyon Canyon Park – Approval and Replacement of the Existing Memorandum of Understanding with Friends of Runyon Canyon Foundation, Inc. with a New Memorandum of Understanding for Support of the Park
- 16-256 Griffith Park Tregnan Golf Academy – Release of a Request for Proposal for a Director of Instruction; Exemption from California Environmental Quality Act (CEQA) Pursuant to Article II, Section 1
- 16-257 Pedal Boat Rental Concession for Echo Park Boathouse, Lake Balboa, and Other Future Locations – Release of a Request for Proposal for the Operation of Pedal Boat Concessions; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article II, Section 1 of the City CEQA Guidelines
- 16-258 Agreement with APN Media, LLC for the Installation, Operation and Ongoing Service of Public Wi-Fi and Other Communication Service Provider Services at Various Parks; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines

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5. CONTINUED BOARD REPORTS

- 16-235 Lincoln Park – Pathway Lighting Improvements (W.O. #E170149F) Project – Approval of Final Plans
- 16-236 Loren Miller Recreation Center – Synthetic Soccer Field (W.O. #E170171F) Project – Approval of Final Plans
- 16-237 Rustic Canyon Park – Facility Enhancement Project – Phase I (W.O. E170327F); Rustic Canyon Park – Facility Enhancement Project – Phase II (PRJ1030D) (W.O. #E170327F); and Rustic Canyon Park – Facility Enhancement Project – Phase III (PRJ20020) (W.O. #E170135F) – Final Acceptance

6. COMMISSION TASK FORCE UPDATES

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

7. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Board of Recreation and Park Commissioners Revised 2017 Meeting Schedule
- Informational Report on Department Activities and Facilities

8. PUBLIC COMMENTS

Comments by the Public on All Other Matters within the Board's Subject Matter Jurisdiction

9. FUTURE AGENDA ITEMS

Requests by Commissioners to Schedule Specific Future Agenda Items

10. NEXT MEETING

The Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, January 4, 2017, 9:30 a.m., at EXPO Center, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

11. ADJOURNMENT

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

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

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

Commission Meetings can be heard live over the telephone through the Council Phone system. To listen to a meeting, please call one of the following numbers:

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

For information, please go to the City's website: <http://ita.lacity.org/ForResidents/CouncilPhone/index.htm>

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

## SPECIAL MEETING MINUTES

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

Wednesday, November 16, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Special Meeting at Van Ness Recreation Center at 9:30 a.m. Present were President Sylvia Patsaouras, Vice President Lynn Alvarez, Commissioner Pilar Diaz, and Commissioner Misty Sanford. Also present were Michael A. Shull, General Manager, and Deputy City Attorney III Strefan Fauble.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Ramon Barajas, Assistant General Manager, Planning, Construction and Maintenance Branch  
Matthew Rudnick, Chief Sustainability Officer, Partnership and Revenue Branch  
Sophia Pina Cortez, Superintendent, Operations Branch  
Alex Yee, Director of Systems, Finance Division

#### CALL TO ORDER AND SPECIAL PRESENTATIONS

Carl Cooper, Superintendent of Pacific Region, introduced Department staff and provided background and programming information regarding the Van Ness Recreation Center. Superintendent Cooper also introduced local volunteer Toni Shaw, and discussed her involvement in sports and community activities at Van Ness Recreation Center.

#### APPROVAL OF THE MINUTES

Commissioner Sanford moved that the Board approve the Minutes of the October 19, 2016 Regular Meeting, which was seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

Commissioner Sanford also moved that the Board approve the Minutes of the October 31, 2016 Special Meeting/Retreat, which was seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

#### NEIGHBORHOOD COUNCIL COMMENTS

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

#### BOARD REPORTS

##### 16-225

KAISER PERMANENTE OPERATION SPLASH 2017 AND 2018 PROGRAMS – RETROACTIVE AUTHORIZATION TO SUBMIT A GRANT RENEWAL APPLICATION FOR AQUATICS PROGRAMMING; ACCEPTANCE OF AWARDED GRANT FUNDS

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 16-225 for retroactive authorization to submit a two-year grant application to Kaiser Permanente for the 2017 and 2018 Operation Splash Program in the amount of \$408,000.00 for the Department's aquatics programming; authorization of the Department's General Manager or Designee to accept

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and receive the Operation Splash Program grant renewal for years 2017 and 2018 from Kaiser Permanente for aquatics programming and the “Rethink Your Drink” campaign, if awarded; designation of the General Manager, Chief Financial Officer, or Assistant General Manager, as the agent to conduct all negotiations, execution and submittal of all relevant documents which may be necessary for the implementation and completion of the project(s); and authorization of the Department’s Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within the Recreation and Parks Grant Fund 205 to accept the Operation Splash Program renewal grant for 2017 and 2018 in the amount of \$408,000.00 for aquatics programming, if awarded. The Board and Department staff discussed the Rethink Your Drink Campaign and the amount of youth that would benefit from the 2017 and 2018 Operation Splash grant program.

16-226

HIGHLAND PARK RECREATION CENTER – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3476 WITH OPTIONS FOR LEARNING (FORMERLY, OPTIONS – A CHILD CARE AND HUMAN SERVICES AGENCY) TO CHANGE THE LEGAL NAME OF THE ORGANIZATION, EXTEND THEIR TERM OF AGREEMENT, AND MODIFY PERMITTED TIMES OF USE FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

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Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 16-226 for approval of a proposed Supplemental Agreement to Agreement No. 3476 to change the legal name of the organization from Options – A Child Care and Human Services Agency to Options for Learning (Options); extension of the term of Agreement No. 3476 for an additional three years; and modification of the permitted times of use for the continued operation and maintenance of a Head Start childcare and development program. Commissioner Sanford requested that Department staff follow up on the homeless encampment at Highland Park Recreation Center. President Patsouras requested that Department staff bring forth Agreements for the Board’s consideration prior to their respective term expiration dates.

16-227

HOWARD FINN PARK COMMUNITY GARDEN – AGREEMENT WITH LOS ANGELES CONSERVATION CORPS, INC. FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) OF THE CITY CEQA GUIDELINES

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Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 16-227 for approval of a proposed three-year Agreement with the Los Angeles Conservation Corps (LACC), setting forth the terms and conditions for the operation and maintenance of the Howard Finn Park Community Garden; authorization of the Department’s Chief Accounting Employee to create a subaccount in Fund 302 Department 89 for the deposit of fees and other cost recovery reimbursements received from LACC in accordance with the Department’s policies; and approval of the finding the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of the City CEQA Guidelines.

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16-228

WATTLES FARM AND COMMUNITY GARDEN – SUPPLEMENTAL AGREEMENT TO AGREEMENT NO. 3402 WITH WATTLES FARM AND NEIGHBORHOOD GARDENERS, INC.

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 16-228 for approval of a proposed Supplemental Agreement to Agreement No. 3402 with Wattles Farm and Neighborhood Gardeners, Inc. to extend the term of Agreement No. 3402 an additional seven years for a ten-year term; and implementation of an exception to the annual garden fee requirement under the Department's Community Operated Open Space Policy.

16-229

GENERAL PARK BUILDING CONSTRUCTION SERVICES – AMENDMENT TO THE SUPPLEMENTAL AGREEMENT TO CONTRACT NO. 3465 WITH USA SHADE & FABRIC STRUCTURES, INC.

Kai Wong, Management Analyst II of the Finance Division, presented Board Report No. 16-229 for approval of a proposed Amendment to the Supplemental Agreement to Contract No. 3465 with Shade Structures, Inc. dba USA Shade & Fabric Structures, Inc. for general park building construction services at various park facilities, which reflects changes in the corporate structure of the company; and reaffirmation, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient time and expertise to undertake such specialized professional tasks and it is therefore more feasible, economical, and in the Department's best interest to secure such services by contract. The Board and Department staff discussed the City's restrictive ban on travel to the State of North Carolina, and requested that the City Attorney research whether there are any City restrictions on contracting with companies in North Carolina.

16-230

ROOFING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS – REQUEST FOR QUALIFICATIONS

Kai Wong, Management Analyst II of the Finance Division, presented Board Report No. 16-230 for approval of a proposed Request for Qualifications (RFQ) for Roofing Construction, Maintenance and/or Repairs, for a three-year contract in an amount not to exceed \$4,000,000.00 per year per awarded contract; and authorization to advertise and conduct the RFQ process.

Management Analyst Wong corrected Recommendation No. 1 of Board Report No. 16-230 to accurately reflect the RFQ title as follows:

1. Approve a proposed Request for Qualifications (RFQ) for ~~Fence Installation~~ Roofing Construction, Maintenance and/or Repairs, herein included as Attachment 1 , for a three-year contract, in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year per awarded contract, subject to the review and approval of the City Attorney as to form;

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16-231

109<sup>TH</sup> STREET POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1501P) (W.O. #E1906494) – ACCEPTANCE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3462

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Cathie Santo Domingo, Superintendent of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-231 for acceptance of the Stop Payment Notice filed by Robertson's on Construction Contract No. 3462 for the 109<sup>th</sup> Street Pool and Bathhouse Replacement Project; direction to Department staff to withhold the amounts claimed in the Stop Payment Notice, plus an additional sum equal to 25% thereof to defray any costs of litigation in the event of court action, if said amount of said funds are available; and to notify contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld.

16-232

NORTH SAN FERNANDO ROAD PARK – FINAL AUTHORIZATION TO ACCEPT DONATION OF PARCELS FOR PARK PURPOSES; APPROVAL OF FINAL LANDSCAPE DESIGN PLAN

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Cid Macaraeg, Senior Management Analyst II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-232 for adoption of a proposed Resolution to authorize the acceptance of the donation of six vacant property parcels in fee title via Grant Deed for the conveyance of approximately 10,278 square feet or .24 acres, located near the corner of North San Fernando Road, and Astoria Street (Property), contingent upon the clearance of all environmental conditions, title review and approval for acquisition by the Department of General Services (GSD); authorization of GSD to acquire and process the conveyance of the donation for parcels identified and described in the conditions of approval as Lots 52 through 57 Inclusive of Tentative Tract Map No. 68157; condition the conveyance and acceptance of the vacant Property contingent upon the prior conditions and actions as described in Recommendation No. 4 of Board Report No. 16-232; and approval of the Phase I Design Plan for the North San Fernando Road Park. The Board and Department staff discussed that the Subdivider will provide six open space lots with grading and landscaping improvements, utility connections and abutments, gates and fencing as a Tract Map condition of approval, in addition to the payment of approximately \$300,000.00 in Quimby in-lieu fees. The Board and Department staff also discussed the conceptual design and anticipated budget for Phase II of the North San Fernando Road Park project, and other parks near the Property site. Commissioner Sanford requested that the Board Reports for Quimby fee allocations and new park projects include demographic information on the surrounding communities, information relative to the Department's GIS mapping system which identifies underserved areas, long-term maintenance and operational costs, and the Department's plan to overlap staffing resources with other existing facilities for new park projects.

16-233

LELAND PARK – PARK RENOVATION (PRJ20775) PROJECT; FINAL ACCEPTANCE; EXIT PARK – PARK DEVELOPMENT (PRJ20858) PROJECT – ALLOCATION OF GIBSON PARK EXCHANGE FUNDS; APPROVAL OF FINAL LANDSCAPE DESIGN PLAN

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Cathie Santo Domingo, Superintendent of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-233 for final acceptance of the work performed for the Leland Park – Park Renovation Project (Leland Park Project) by the Department’s as-needed pre-qualified on-call vendors; approval of the revised scope of the Exit Park – Park Development Project (Exit Park Project); authorization of the Department’s Chief Accounting Employee to transfer Gibson Park Exchange Funds in the amount of \$58,750.77 from Leland Park Account No. 205/88/88LMB2 to Exit Park Account No. 205/88/88LMB1; and approval of the allocation of \$58,750.77 in Gibson Park Exchange Funds from Exit Park Account No. 205/88/LMB1 for the Exit Park Project. The Board and Department staff discussed the lighting and fencing components included in the Exit Park Project, maintenance and replacement of the City of Los Angeles Sister Cities flags to be installed at Exit Park, the species of trees to be planted at Exit Park, and the Department’s moratorium on planting certain species of native trees. Commissioner Sanford requested that the matter regarding native tree planting be discussed at a future Facility Repair and Maintenance Task Force Meeting.

16-234

AVERILL PARK – DONATION FOR CLEANUP EXPENDITURES;  
STATUTORY EXEMPTION FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT (CEQA) FOR EMERGENCY  
ACTIONS PURSUANT TO ARTICLE II, SECTION 2(A)(3) OF THE  
CITY CEQA GUIDELINES

Cathie Santo Domingo, Superintendent of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-234 for acceptance of a donation in the amount of \$5,415.38 by CBS Studios, Inc. for receipt of contractual environmental testing and cleanup services at Averill Park; authorization of the Department’s Chief Accounting Employee to establish the appropriate fund and account to receive the funds and allow payment of the environmental cleanup contractors; and approval of the finding that the cleanup project is statutorily exempt from the California Environmental Quality Act (CEQA) as an emergency action in accordance with Article II, Section 2(a)(3) of the City CEQA Guidelines.

16-235

LINCOLN PARK – PATHWAY LIGHTING IMPROVEMENTS (W.O.  
#170149F) PROJECT – APPROVAL OF FINAL PLANS

Board Report No. 16-235 was continued for consideration at a later date.

16-236

LOREN MILLER RECREATION CENTER – SYNTHETIC SOCCER  
FIELD (W.O. #170171F) PROJECT – APPROVAL OF FINAL PLANS

Board Report No. 16-236 was continued for consideration at a later date.

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16-237

RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT – PHASE I (W.O. E170327F); RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT – PHASE II (PRJ1030D) (W.O. #E170327F); AND RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT – PHASE III (PRJ20020) (W.O. #E170135F) – FINAL ACCEPTANCE

Board Report No. 16-237 was continued for consideration at a later date.

Public comments were invited for the Board Reports. Two requests for public comment were submitted, and such comments were made to the Board.

President Patsouras requested a Motion to approve the Board Reports as presented and Board Report No. 16-230 as corrected, with the exception of Board Report Nos. 16-235, 16-236, and 16-237 which were continued for consideration at a later date. Commissioner Alvarez moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Sanford seconded the Motion. There being no objections, the Motion was unanimously approved.

COMMISSION TASK FORCES

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

President Patsouras announced that Commissioner Diaz has been appointed to the Commission Task Force on Concessions to replace Commissioner Culpepper. President Patsouras reported on the Concessions Task Force Meeting held on November 16, 2016 prior to the Board Meeting, in which the Task Force received status updates on pending Concession Request for Proposals and upcoming Board Reports to be scheduled in December 2016.

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

Commissioner Sanford reported on the Facility Repair and Maintenance Task Force Meeting held on November 16, 2016 prior to the Board Meeting, in which the Task Force discussed the Griffith Park Pony Ride Concession Improvement Plan and additional landscaping improvements to be provided by the Department, Ascot Hills Habitat Restoration and Greening Project, and new policies and procedures relative to the Quimby Ordinance.

GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- The Various Communications Report was noted and filed.
- General Manager Michael Shull reported on Department activities, facilities, and upcoming events. Measure A was approved by the voters on November 8, 2016, which will provide funding for park improvements and maintenance throughout the County of Los Angeles. The Department will be submitting the Fiscal Year 2017-18 budget proposal to the Mayor's Office on

November 16, 2016

November 18, 2016. The Pershing Square Holiday Ice Skating Rink will be open from November 10, 2016 through January 16, 2017. The Annual 90 Plus Los Angeles Legacy Luncheon was held on November 10, 2016 at Friendship Auditorium with 250 honorees in attendance. A community holiday celebration is scheduled on November 19, 2016 at the Greek Theatre's front plaza. The Venice Beach 10<sup>th</sup> Annual Toy Drive is scheduled on December 3-4, 2016 at the Venice Beach Recreation Center. The Victorian Christmas event at Banning Museum is also scheduled on December 3-4, 2016, which includes tours of the Banning Museum and the Civil War Barracks Museum. The Griffith Park 100<sup>th</sup> Anniversary Celebration is scheduled on December 16, 2016. General Manager Shull also reported on irrigation issues at Elysian Park due to a deteriorated water main, which had to be shut down to avoid major water loss. The Department is in the process of identifying alternative means to route recycled water and replace deteriorated irrigation systems within Elysian Park, utilizing funding from the Los Angeles Department of Water and Power. General Manager Shull also reported on an incident in which the Park Rangers assisted a Department employee during a medical emergency at Weddington Park, and commended Assistant General Manager Kevin Regan for his 36 years of service with the Department. A Greek Theatre Year-End Report will be presented during the December 14, 2016 Board Meeting.

- President Patsaouras requested that the 2017 Board of Recreation and Park Commissioners 2017 Meeting Schedule be revised to include additional field Board Meetings throughout the various Regions and at Friendship Auditorium, and at least one Town Hall Meeting to be scheduled in the evening as an effort to engage the constituency.

#### PUBLIC COMMENTS

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

#### FUTURE AGENDA ITEMS

Commissioner Alvarez requested a follow-up report on the irrigation issues and tree conditions within Elysian Park and around Park Drive. Commissioner Sanford requested that the Department's tree policy and moratorium on native tree planting be scheduled as a future Board Agenda Item, as well as a future Facility Repair and Maintenance Task Force Agenda Item.

#### NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, December 14, 2016, 9:30 a.m., at Yosemite Recreation Center, 1840 Yosemite Drive, Los Angeles, CA 90041.

#### ADJOURNMENT

There being no further business to come before the Board, President Patsaouras adjourned the Meeting at 10:45 a.m.

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ATTEST

\_\_\_\_\_  
PRESIDENT

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BOARD SECRETARY

**BOARD REPORT**

NO. 16-238

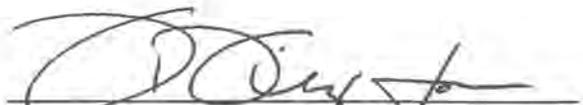
DATE December 14, 2016

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**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GRIFFITH OBSERVATORY – AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF THE OBSERVATORY TO EXTEND TERM OF AGREEMENT BY ONE YEAR

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



General Manager

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

RECOMMENDATION

1. Approve a proposed Amendment No. 2, herein included as Attachment 1, to the current Memorandum of Understanding (MOU) with Friends Of The Observatory to extend the term of the MOU by one year to December 31, 2017, subject to the approval of the Mayor and of the City Attorney as to form.
2. Direct the Board Secretary to transmit the proposed MOU to the Mayor for approval in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the MOU, subsequent to receipt of the necessary approvals.

SUMMARY

The City of Los Angeles and Friends Of The Observatory (FOTO) signed a three-year Memorandum of Understanding (MOU) in early 2013 to continue their partnership with regard to support for Griffith Observatory. The initial MOU term (Report No. 12-253) was effective from January 1, 2013 through December 31, 2015. An Amendment (Report No. 15-255) to extend the term of that MOU by one year was approved on December 9, 2015, and executed on June 15, 2016. Given the ongoing success of the collaboration between the City and FOTO, both parties are interested in negotiating a new MOU. Negotiations for a new MOU will not be completed prior to the termination date of the current extended MOU; therefore, it is proposed to extend the term of the existing MOU by one additional year with an amended termination date of December 31, 2017.

BOARD REPORT

PG 2 NO. 16-238

FISCAL IMPACT STATEMENT

Neither this Amendment nor the MOU have any impact on the General Fund, as there is no cost to the Department for its implementation.

This Report was prepared by Mark A. Pine, Observatory Deputy Director.

LIST OF ATTACHMENT(S)

- 1 Proposed Amendment No. 2 to MOU with Friends Of The Observatory

**AMENDMENT NO. 2  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
FRIENDS OF THE OBSERVATORY**

THIS AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) DATED FEBRUARY 7, 2013, 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 Park Commissioners (CITY) and Friends Of The Observatory, a 501(c)(3) public benefit corporation acting by and through its Board of Directors (FOTO).

**WITNESSETH**

**WHEREAS**, on September 5, 2012, the CITY approved a Memorandum of Understanding (MOU) with FOTO through Report No. 12-253; and

**WHEREAS**, on February 7, 2013, CITY executed the MOU with FOTO for the term of three (3) years commencing on January 1, 2013 and terminating on December 31, 2015, to establish the roles, responsibilities, and relationship between CITY and FOTO regarding ongoing support for Griffith Observatory; and

**WHEREAS**, on June 15, 2016, CITY executed a one-year extension to the MOU with FOTO through Report No. 15-255 which extended the MOU termination date to December 31, 2016; and

**WHEREAS**, FOTO has continued to provide invaluable support to Griffith Observatory and the Department of Recreation and Parks through its efforts in fundraising, advocacy, and collaboration; and

**WHEREAS**, it is the desire of both parties to continue their relationship through the negotiation of a new MOU; and

**WHEREAS**, both parties acknowledge there is not sufficient time to accomplish the negotiation of a new MOU before the expiration of the existing agreement on December 31, 2016; and

**WHEREAS**, both parties agree it would be in their mutual interest to extend again the term of the current MOU by twelve (12) months (to December 31, 2017) to enable time for the negotiation of the new MOU;

**NOW THEREFORE**, in consideration of the foregoing, CITY and FOTO hereby agree to amend MOU as follows:

**1. Page 3, Section 10. Term**

Delete the paragraph in its entirety and replace with:

The term of this Memorandum of Understanding shall be for five (5) years beginning on January 1, 2013, and ending on December 31, 2017.

2. All other provisions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to the Memorandum of Understanding to be executed.

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

FRIENDS OF THE OBSERVATORY,  
a 501(c)(3) public benefit corporation,  
acting by and through its Board of  
Directors

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

By: \_\_\_\_\_  
Rich Semler  
President

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

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

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

By: \_\_\_\_\_  
Ethan Eller  
Treasurer

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

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

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: \_\_\_\_\_  
Strefan Fauble  
Deputy City Attorney III

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

**BOARD REPORT**

NO. 16-239

DATE: December 14, 2016

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: PARTNERSHIP DIVISION – DONATION FROM THE NATASHA WATLEY FOUNDATION IN SUPPORT OF A DEPARTMENT-OPERATED GIRLS FALL SOFTBALL LEAGUE AT FOUR PARK SITES

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

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

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

RECOMMENDATIONS

1. Accept a donation from the Natasha Watley Foundation (NWF), consisting of cash and in-kind services, with a total estimated value of Five Thousand, Nine Hundred Seventy Dollars (\$5,970.00), in support of the Fall 2016 Natasha Watley Softball League (League) operated by the Department of Recreation and Parks (RAP), and that appropriate recognition be given to NWF; and,
2. Direct the RAP Chief Accounting Employee to deposit all funds received from the NWF for the League in the established Sports Organization Account under Fund 302, Department 89, Account 89703H, Sub-Account NW; and authorize the payment of League-related expenses from said Sub-Account.

SUMMARY

The NWF was founded by two-time Olympic softball medalist Natasha Watley to create softball-based developmental opportunities for girls in underserved communities so they can learn the game of softball and valuable life-skills. The NWF seeks young women whose financial resources are limited to provide them with the opportunity to train, develop, and compete in a high-quality softball league such as the "Natasha Watley Softball League" in which they will be guided by the League's Coach Mentor Program (CMP).

As part of RAP's ongoing collaborative operation of the League with the NWF, NWF donated the following for the 2016 Fall Season: cash in the amount of Seven Hundred Twenty Dollars (\$720.00) for the payment of umpire fees; and in-kind services in the form of a Coach Mentor Program (CMP) with an estimated value of up to Five Thousand, Two Hundred Fifty (\$5,250.00). The collective value of the NWF's contribution to the League is estimated to be Five Thousand Nine Hundred Seventy Dollars (\$5,970.00).

## BOARD REPORT

PG. 2 NO. 16-239

The 2016 Fall League, which is an expansion of the Summer League, was made possible through the NWF donation in conjunction with RAP's contribution of Girls Play Los Angeles (GPLA) Funds. NWF has supported the League every year with financial and in-kind contributions since 2011. In-kind contributions such as the CMP matches top female athletes from universities nationwide with each of the participating Recreation Centers. Coach Mentors not only coach, but also teach the "Four Points of the Diamond" – discipline, dedication, dignity, and duty.

Participating in the 2016 Fall League were five teams of girls ages 13-15, representing four Recreation Centers and their respective communities. The participating Recreation Centers were Baldwin Hills Recreation Center, Denker Recreation Center, EXPO Center, and Trinity Recreation Center. Games began on October 8, 2016, and ended on November 19, 2016. RAP conducted all administrative functions related to the program, such as promoting the League, recruiting and registering players, providing head and/or assistant coaches that assisted with weekly practices, and hosted clinics and the end of season banquet.

### FISCAL IMPACT STATEMENT

Acceptance of this donation results in no negative impact to RAP's General Fund, but rather supplements the payment of League-related expenses, in addition to GPLA Funds that RAP has allocated to the League.

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

REPORT OF GENERAL MANAGER

NO. 16-240

DATE December 14, 2016

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – GREEK THEATRE – YEAR END VERBAL REPORT

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

\_\_\_\_\_  
This Report will be presented verbally.

No action will be taken.

**BOARD REPORT**

NO.16-241

DATE December 14, 2016

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GRIFFITH PARK – GREEK THEATRE – AMENDMENTS TO THE USER AGREEMENT, BOOKING AND TICKET POLICIES, AND 2017 EVENT INCENTIVE PROGRAM

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve amendments to the User Agreement, Booking and Ticket Policies, and 2017 Event Incentive Program for Amended Contract No. 3534, executed on November 2, 2016, between the Department of Recreation and Parks (RAP) and SMG for Oversight Management and Implementation of Open Venue Operations, Booking and Event Coordination; and,
2. Authorize RAP to make any necessary technical changes consistent with the intent of these actions to implement these policies.

SUMMARY

The historic Greek Theatre is located at 2700 North Vermont Avenue in Griffith Park. The 5,901 capacity outdoor venue is among the City's most cherished public sites, the Theatre stands as one of the Nation's iconic and recognized outdoor entertainment venues. On April 15, 2015, the Board of Recreation and Park Commissioners (Board) approved the Operation and Management of the Greek Theatre as an Open Venue Model (Report No. 15-082).

On September 22, 2015, the Board approved a contract with SMG, a venue management company, for Oversight Management of the Greek Theatre's Open Venue Model for the 2016 season. That agreement was executed on November 2, 2015 between the Department and SMG as a one (1) year agreement with two (2) one-year extension options. On September 21, 2016, the Board approved the first of the one-year extension options, executed on November 2, 2016.

On June 18, 2016, the Board approved a series of operating policies & procedures to support the open venue – Booking Policy, Venue Rental Application, User Agreement and Commercial Promoter Incentive Program. The 2016 schedule included seventy-one (71) concert events, nine (9) community events and two (2) film shoots. These events were performed through diligent collaboration and consistent business practices among the various concert promoters and event organizers. To ensure continued success at the Greek and to build stronger collaboration among

## BOARD REPORT

PG. 2

NO. 16-241

all the various promoters, SMG recommends and staff concurs that the following changes be made to the User Agreement, Booking and Ticket Policies and the 2017 Event Incentive Program (formerly 2016 Promoter Incentive).

### **User Agreement Amendments:**

1. Increased cleaning fees and slight reimbursable labor costs will apply when duration times exceed the three and one half hours from scheduled event times as indicated on the event ticket and to conform to the Greek's hard curfew of 11pm and for confetti clean up fees of \$1,500 for the extra staff time needed to perform the clean-up and confetti removal.
2. The House Flat Rate will increase from \$25,000 to \$26,500 to accommodate increased security costs for onsite security staff and metal detectors and wand devices that will be utilized in the 2017 Season.
3. In the 2016 User Agreement, a one-time \$100,000 security deposit is required for promoters who regularly book shows at the Greeks throughout the calendar season, for promoters with less than four (4) shows for the current season a security deposit of \$10,000.00 (cashier's check only) will be due for each show. Beginning with the fifth (5<sup>th</sup>) booking, promoters must provide a letter of credit.

### **Booking Policy Amendments:**

1. The current Booking Policy only allows for in person submission of the User Agreement. The amended Booking Policy allows User Agreement submissions to be made electronically via email to the Greek Theatre General Manager or in person to the administrative office Monday through Friday between the hours of 9am to 5pm (excluding City of Los Angeles observed Holidays).
2. Challenges start once both deposit and signed User Agreement have been received. Any Booking challenges delivered after these set hours (either in person or by email) will not start until the next business day.
3. Only authorized use of the official Greek Theatre logo will be allowed for any promoter advertising controlled by or done on behalf of the USER relating to an event, including but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Onsite activation and/or signage, sampling, giveaways are not permitted inside the seating area of the Greek Theatre.
4. Users will now be responsible for any and all venue-incurred costs associated with a cancelled, booked event.

### **Ticket Policy Amendments**

The current Ticket Policy is vague on the number of available premium seats and their location. The amended Ticket Policy will increase the current one hundred-fifty (150) Premium seats to two-hundred (200) Premium seats and require those tickets to be placed on hold by the Venue prior to any sales being conducted, and shall be held by the Venue until the option is exercised or released, even if the USER is placing the holds and managing the inventory. A revised premium seating chart will be furnished to all users.

## BOARD REPORT

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### **2017 Event Incentive Program Amendments (Formerly Promoter Incentive)**

The 2016 Promoter Incentive program required promoters to book a minimum of twenty (20) concerts to qualify for an incentive rebates. The amended Event Incentive Program reduces the minimum qualifying requirements to fifteen (15) concert and correlates rebates number of paid and comp event attendees incentivizing promoters to sell more tickets and increasing the likelihood of the venue to receive increased fees, food and beverage consideration and parking revenues. The recommended changes are as follows:

1. A promoter or event organizer must bring a minimum of fifteen (15) events to the Venue in a season to qualify for a rebate(s). In the event of a co-promotional event, a qualified rebate will be paid only to the promoter or show organizers listed on the User Agreement.
2. Rebates will accrue with the first event in the qualifying period, but will not be earned and payable until the twentieth event occurs during the period. The accrued amount for the first fifteen events will be calculated at the conclusion of the fifteenth event, and all rebates which will be paid thirty (30) days after the conclusion of the season.
3. The 2017 Event Incentive Program will only apply to commercial events and is not applicable to events booked under the Community Rental Rates.

### CONCLUSION

RAP recommends approval to the amended User Agreement, Booking and Ticket Policy and 2017 Greek Theatre Incentive Program to assist SMG in implementing and managing the Department's Open Venue Model.

### FISCAL IMPACT STATEMENT

The recommended amendments will provide more accurate reimbursable labor costs; generate more revenue to offset the need for additional security measures, staff and metal detector expenditures and should generate increased revenues to the facility access fees, food and revenues and parking.

This Report was prepared by Anthony-Paul (AP) Diaz, Executive Officer and Chief of Staff.

#### List of Attachments:

- Attachment 1: User Agreement, with Ticket Policy (Exhibit A) and Booking Policy (Exhibit C)
- Attachment 2: 2017 Event Incentive Program

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Greek Theatre  
User Agreement**

This User Agreement No. \_\_\_\_ is made and entered into this day \_\_\_\_ of \_\_20\_\_ by and between SMG, a Pennsylvania General Partnership ("SMG"), as agent for the City of Los Angeles ("City"), a municipal corporation, acting through its Department of Recreation and Parks ("Department") and **[INSERT USER NAME AND ADDRESS]** (hereinafter referred to as the "User").

**WITNESSETH:**

**SECTION 1. Permitted Premises and Term**

1. For and in consideration of the mutual agreements contained herein and subject to its stated terms and conditions, SMG hereby grants a Right of Entry and leases to the User, the Greek Theatre, located at 2700 North Vermont Ave. in Griffith Park, Los Angeles, The leased premises shall consist of the theatre stage house, the spectator seating area, available dressing rooms, production offices, green room/hospitality room, and such other areas permitted by SMG for the sole purpose of presenting the event ("Premises"), expressly excepting any rights to all parking lots, except for the allotted parking spaces provided in Section 3 of this Agreement.

**SECTION 2. Event Information and Term**

The User shall have the right to occupy and use the venue for **[INSERT HEADLINER ARTIST or SHOW NAME]**, (the "Event") on **INSERT DATES AND TIME** and no other, and the tenancy shall not be assigned or sublet.

Access to the PREMISES shall be granted at **[time]** a.m. (Load-In) on **[day and date]**. The Event shall commence at **[time]** p.m. and conclude at approximately \_\_\_\_p.m. Door opening time is agreed to be Ninety Minutes before scheduled show time indicated on ticket. Load-out of the Event shall commence immediately after the conclusion of the Event and be completed no later than 2:00am the day following the Event.

**SECTION 3. Rental Rates**

- a. For each performance, the rental rate shall be either eleven percent (11%) of the gross gate receipts (less applicable taxes and facility fee) or the minimum rental rate of Twenty-Five Thousand Dollars (\$25,000.00), whichever is greater. In no event shall the maximum rental rate for each performance exceed Thirty-Five Thousand Dollars (\$35,000.00). Should the same artist have multiple performances on the same day, the rental rate for each subsequent performance on the same day shall be at a flat rate of Fifteen Thousand Dollars (\$15,000.00)

per subsequent performance. The advance deposit for this engagement is Twenty-Five Thousand Dollars (\$25,000.00).

- b. Rental rate includes a total of twenty-five (25) parking passes for USER or show vehicles
- c. Each additional parking space is Twenty-Five Dollars (\$25.00).
- d. Move-in and move-out dates must be arranged with SMG, and will be subject to availability of the premises and conditioned upon the User paying all costs as stated in the below table. If a definite booking of a rehearsal date or move-in or move-out date is authorized before or after the performance date, the User shall pay Two Thousand Five Hundred Dollars (\$2,500.00) for each such reserved date in addition to all applicable costs. \* In no case shall the load in for any performance be authorized to begin prior to 7:00 AM.

e. Rental Rate Table:

Venue	Capacity	Commercial Rental Rate (Those events promoted and/or sponsored by a commercial group organization)		Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)		Load-In/Out Rate
		(A) Admission Charged Minimum vs %	(B) No Admission Charged Minimum	(C) Admission Charged Minimum vs %	(D) No Admission Charged	
Greek Theatre	5,901	\$25,000	11%	\$35,000	\$7,500 8% \$5,000	\$2,500
		Rental fee is Gross Ticket Receipts (less applicable taxes and facility fee)				

**SECTION 4. Fees**

All fees due to SMG must be remitted to:

**SMG GREEK THEATRE  
2700 VERMONT AVENUE  
Los Angeles, CA 90027  
Attn: Becky Colwell**

**A. Commercial Rental Rate, with Admission Charged (A):**

1. In addition to the rental rates in the table above, the User agrees to reimburse SMG for any and all labor utilized for this event at a House Flat Rate of Twenty-Six Thousand, Five Hundred Dollars (\$26,500.00). The House Flat Rate includes

labor costs for ushers, ticket takers, security, cleaning, police, emergency medical services, box office staff and leasing costs associated with the house sound, lighting and video. The House Flat Rate expressly excludes the costs of stagehands and production related personnel, which must be provided through the existing contracts with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union), Local 706 (Make-up Artists and Hair Stylists Guild), Local 768 (Theatrical Wardrobe Union), and Local 47 (Musicians Union). The House Flat Rate also expressly excludes the costs of private security employed for personal protection of artists or not related to public safety, special medical services requested for the artist only, advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, sign language interpreters (if requested), pyro/fire watch expenses (if any), Confetti cleaning expenses (\$1,500) and other USER/artist requested expenses.

2. The House Flat Rate covers the event with doors opening ninety (90) minutes prior to the advertised Event time and the performance ending no later than 10:30PM. The Greek Theatre has a hard curfew of 11:00pm. Additional labor fees will be charged at a rate of \$2,750 per one-half hour or portion thereof for events who's duration time exceed three and one half hours from the scheduled event time as indicated on ticket . User will be responsible for any staffing costs associated with any load-in/load-out days and rehearsals.
3. The User shall provide SMG, at least ten (10) days prior to holding an event, a full and detailed Event and production advance, and such other information required by SMG concerning the booked event. SMG shall determine the final minimum number of, and use of, ushers, ticket takers, security, cleaning, police, emergency medical services and box office staff for those employed to handle and govern the conduct of all in attendance at the User's event.
4. The User also shall pay to SMG, on demand, any other and further sums which may become due to SMG on account of special facilities, equipment, material, or extra services furnished or to be furnished by SMG at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due SMG under the terms of this User Agreement, then the SMG may apply the proceeds of the security deposit.
5. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy, and further agrees to furnish SMG, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by SMG.

6. A Five Dollar (\$5.00) Facility Maintenance Fee must be added to the price of each ticket sold.
7. Any complimentary tickets set aside by the User and for the User's use shall be marked as such. Any tickets not marked accordingly will be counted as "sold" and Facility Maintenance Fee ("FMF") will be collected. For additional Greek Theatre Ticketing policy requirements please see policy attached in Exhibit A

## **B. Commercial, with no admission charged and Community Rental Rates**

1. In addition to the policies and rental rates listed above, the User agrees to pay SMG for any and all labor costs for ushers, ticket takers, security, cleaning, police, emergency medical services, box office staff and leasing costs associated with the house sound, lighting and video systems, stagehands and production related personnel. These costs will be determined on an event by event basis. In addition, USER shall be responsible for the costs of private security employed for personal protection of artists or not related to public safety, medical services required for the artist only, advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, sign language interpreters (if requested), pyro/fire watch expenses (if any), confetti cleaning expenses (\$1,500) and other USER/artist requested expenses
2. The User also shall pay to SMG, on demand, any other and further sums which may become due to SMG on account of special facilities, equipment, material, or extra services furnished or to be furnished by SMG at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due SMG under the terms of this User Agreement, then SMG may apply the proceeds of the security deposit.
3. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy), and further agrees to furnish SMG, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by SMG. .

## **SECTION 5. Security Deposit**

Security Deposit for promoters with less than four (4) shows for the current season shall furnish a \$10,000.00 per show cashier check only, security deposit to SMG for each show. Beginning with fifth (5<sup>th</sup>) booking, promoters must provide letter of credit.

## **SECTION 6. Rules & Regulations**

It is understood and agreed that SMG hereby reserves the right to control and manage the Greek Theatre and to enforce all necessary and proper established rules for its management and operation and for its authorized representatives to enter any portion of the Greek Theatre and on any occasion, provided that SMG and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy. SMG also reserves the right, but not the duty, to safely and reasonably have any objectionable person or persons removed from the premises and the User hereby waives any and all claims for damages against or any and all of their officers, agents or employees resulting from the exercise of this authority. SMG reserves the right to manage and control all parking facilities on the Greek Theatre property or leased by SMG at all events held at the Greek Theatre. Notwithstanding the foregoing, SMG will make such parking facilities available to event patrons during the User's event (at such prices determined by the Department).

The standard door opening at the Greek Theatre shall be ninety minutes prior to the advertised start time of the show; this may be adjusted as necessary with advance notice by the User to SMG but may be subject to additional fees.

Performances must end no later than 10:30 PM, unless prior written permission has been granted by SMG. In no case, however shall a performance extend past 11:00 PM. SMG reserves the right to cut power, and assess a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past 11:00pm. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

SMG shall be the sole provider of conversion labor, ticket takers, ushers, ticket sellers, peer security, police, medical), cleaning personnel, receptionist, maintenance/ operations staff, engineers, event coordinator, and local stagehand labor. SMG, using reasonable discretion, shall have final say as to the minimum number of personnel required based on the nature of the Event and the anticipated attendance.

Special stage effects involving pyrotechnic displays (including fireworks and flash powders) are prohibited except by a special fee and a City permit from the Fire Prevention Bureau. If a pyrotechnic display is required, arrangements must be made through the Los Angeles Fire Department at the User's expense.

The User shall use and occupy the venue in a safe and careful manner and shall comply with all applicable Municipal, State, and Federal laws, rules and regulations pertaining to the City of Los Angeles, the Department of Recreation and Parks and all other rules and regulations prescribed by the Fire and Police Departments and other governmental authorities as may be in force and effect during the tenancy. The User shall not use said premises or any part thereof for the possession, storage, or sale of liquor (except with the permission of SMG, and according to law), for any unlawful or improper purpose or in any manner so as to injure persons or property in, on, or near the premises. User shall not do

any act or permit or allow, any act to be done during the term of this User Agreement which will in any way mark, deface, alter or injure any part of the Greek Theatre.

All portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public utilities on the Premises shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways, or openings into any place in the structure, including, hallways, corridors, and passageways, also house lighting attachments, shall in no way be obstructed by the User.

SMG will be responsible for traffic control working in conjunction with the City's Department of Transportation (DOT).

SMG assumes no responsibility whatsoever, for any property placed in said premises, and SMG is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this User Agreement. All watchmen or other protective service desired by the User must be arranged for by special agreement with SMG with due diligence taken for the receipt, handling, care or custody of any property shipped or otherwise delivered to the Greek Theatre, either prior to, during, or subsequent to the User's occupancy. SMG and its officers, agents, and employees shall act solely for the accommodation of the User and neither SMG nor its officers, agents, or employees shall be liable for any loss, damage, or injury to such property.

SMG shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by User shall, after a period of thirty (30) days from the last day of tenancy hereunder, be deemed abandoned and at SMG's sole option, become the property of SMG, without further notice.

In the event any portion of the Greek Theatre is not vacated at the end of the term of this rental, then SMG shall be and is hereby authorized to remove articles from the venue, at the expense of the User. SMG shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of by SMG and it and its agents, employees and officials are hereby expressly released from any and all claims for such loss or damage. SMG will notify the User of any equipment or articles inadvertently left by the User and provide the User with a reasonable opportunity to remove same prior to removal or disposal by SMG. Upon termination of this Agreement, the User will deliver back to SMG the venue in as good condition and repair as it was received and in conformance with the Department's guidelines. Should the User fail to return the venue in as good condition and repair as it was received, any necessary and reasonable amounts owed and due SMG under the terms of this User Agreement may be subtracted from the User's security deposit.

Notwithstanding exclusivity granted to User by the terms of this Agreement, the City in its discretion may require User, without any reduction in rent or other valuable consideration

to User, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items in appropriately legal areas which are not disruptive to the Event, intrusive of the User's exclusivity or which impede commercial operations of the venue.

ADA – Americans with Disability Act Requirements:

The parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act ("ADA") and that the User is subject to the provisions of Title III of the ADA (including all revised regulations dated September 15, 2010 and effective March 15, 2011). Concerning compliance with the ADA and all regulations thereunder, the City is responsible for the permanent building access requirements; such as wheelchair ramps, elevators, restrooms, doors and walkways. The User is responsible for the non-permanent accessibility standards and requirements, such as, but not limited to, seating accessibility, ticketing, ticket pricing, sign language interpreters, signage and all other auxiliary aids and services customarily provided by the User. The User shall comply with the ADA and all regulations thereunder.

Tickets for unsold accessible seating may be released for sale to individuals without disabilities: 1. When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold; 2. When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or 3. When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category. User represents that it has viewed or otherwise apprised itself that such access to the premises and common areas and accepts such access, common areas and other conditions of the premises as adequate for User's responsibilities under the ADA. The User shall be responsible for ensuring that the space rented by City to User complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as the User modifies, rearranges or sets up in the facility in order to accommodate the performance produced by the User. The User shall be responsible for any violations of the ADA that arise from User's reconfiguration of the seating areas or modification of other portions of the premises in order to accommodate User's engagement. The User shall be responsible for providing and paying for auxiliary aids and services that are ancillary to its production and for ensuring that the policies, practices and procedures it applies in its production are in compliance with the ADA.

## **SECTION 7. Ticketing Agent and Tickets**

The User will adhere to the Greek Theatre Ticketing Policy as established by Department (Exhibit A). The User shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of, or admit a larger number of persons to the area than can be lawfully and safely seated or moved about, with the final decision vested by SMG.

## **SECTION 8. Broadcasting & Advertising Rights**

This Agreement includes rights to broadcast from the Greek Theatre. Broadcast is defined as the "the dissemination of video, film or radio content via electronic means including but not limited to high definition, standard and cable television, radio, web casting, web streaming, down loads, and/or other forms of digital transmission, digital broadcast or digital distribution effectuated by means of the internet in all forms of television media now and hereafter known SMG shall retain all television, film, radio and/or recording rights to any Events which take place in or at the Facility. Licensee may purchase such rights from SMG for a broadcast and/or recording fee ("**Broadcast Fee**") of \$15,000. plus applicable stagehand costs.

This User Agreement does not include any advertising rights pertaining to the venue in favor of the User. SMG retains all rights to sell or lease advertising on the premises, and to determine whether any incidental display of products, logos, etc., may conflict with the Department's rights. SMG shall not permit any display on the premises of an objectionable nature, in the sole and absolute discretion of SMG

SMG further reserves the right to make or record any photographs, audio or video at the venue for its own personal use or for the customary advertising and publicity, subject to any applicable required approval(s) from the performing artist.

Except for announcement of upcoming concerts at the Greek Theatre, or events in which the User is promoting or advertising for artists performing at the event, the User shall not distribute fliers, brochures, petitions, surveys or literature of any kind nor sell or cause to be sold or sampled pamphlets, novelties, curios, souvenirs, or similar items at or in the Greek Theatre, except upon written permission of SMG.

USER shall use the Greek Theatre logo in all advertising controlled by or done on behalf of USER relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. USER's right to use the Greek Theatre Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with USER's use of the Greek Theatre Logo as permitted in this section, USER shall use only the form of the Greek Theatre as provided by SMG to USER in any artwork or other depiction thereof.

## **SECTION 9. Sound, Video & Lighting**

SMG will provide house sound, video displays and basic lighting systems originating at the front house mix position in the venue. The User is required to use the house audience public address/sound reinforcement system for the event but may provide alternative and/or additional-stage sound monitors and consoles, video displays and lighting systems required for the event. A comprehensive Greek Theatre Technical Package can be found at [www.lagreektheatre.com](http://www.lagreektheatre.com)

During the performance, SMG will work in conjunction with the User to monitor sound levels. In the event, sound levels that exceed 95dBA, sustained over any three (3) minute interval, the User will be given a warning to lower the sound. If additional violations occur, monetary penalties shall apply as set forth below. A sound monitoring data report showing sound readings each minute shall be generated at the conclusion of each performance. At the conclusion of the show the sound-monitoring data report will be provided to document all violations of the sound level limit that occurred during the performance. If any violations occurred, the following penalties shall apply and shall be paid by USER as part of the Event settlement, or otherwise deducted from USER security deposit:

First Offense: Shall be a warning during the performance to lower sound levels to 95dBA.

Second Offense: Shall be a Five Thousand Dollar (\$5,000.00) fine.

Third Offense: Shall be a Seven Thousand Five Hundred Dollar (\$7,500.00) fine.

Subsequent Offenses: Shall be Ten Thousand Dollars (\$10,000.00) per violation.

## **SECTION 10. Food and Beverage**

The User shall not sell or cause to be sold items of food or drink at or in the Greek Theatre, without written permission. Food and beverage sales are in the exclusive rights of the Department's Food and Beverage Concessionaire. SMG must approve any and all sampling requests, with such approval not to be unreasonably withheld if they are made at the request of artist's tour sponsors. The User may opt to bring in a caterer to perform backstage artist and stagehand duties with no additional buy-out fee.

## **SECTION 11. Artists Merchandise Sales**

With regard to Event merchandise sales, Department's Food and Beverage Concessionaire (Concessionaire) shall handle sales on behalf of the Event/artists. USER agree to a merchandise split of 80% (Event) AND 20%(Concessionaire), 90% (Event)/10% (Concessionaire) on recorded media, after the deduction of all applicable taxes, credit card commissions and bootleg security, if requested. Concessionaire shall supply and pay the merchandise vendors. Neither User nor Department will receive any monetary benefits from the sale of artists' merchandise.

## **SECTION 12. Notices**

Any notice or formal communications between SMG and the User shall be made in writing and will be deemed sufficiently rendered or given when made or sent by e-mail to:

Email: bcolwell@lagreektheatre.com

## **SECTION 13. Legal Authority**

User assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this User Agreement. The person or persons signing and executing this User Agreement on behalf of User, do hereby warrant and guarantee that he/she or they have been fully authorized by User to execute this User Agreement on behalf of User and to validly and legally bind User to all the terms, performances, and provisions herein set forth:

- A. Standard Provisions for City Contracts (Rev. 3/09), excluding PSC-33 and PSC-34.
- B. Ticketing Policy, Exhibit A
- C. Insurance Requirements Form, Exhibit B
- D. Greek Theatre Booking Policy, Exhibit C

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this User Agreement to be executed on its behalf by its duly authorized Department of Recreation and Parks, and User has executed the same as of the day and year herein below written.

**SMG, as agent for THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Department of Recreation and Parks:

**BY:** \_\_\_\_\_  
**General Manager or Designee**

**DATE:** \_\_\_\_\_

**[INSERT USER NAME]**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

Signature

**BTRC:** \_\_\_\_\_

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

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**STREFAN FAUBLE**

### Greek Theatre Ticketing Policy – 2017 Season

Per the User Agreement, promoters/producers (hereafter referred to as “Users”) retain the right to select a preferred ticketing company for any performance. Any selected ticketing company can request to make their system available for selection by the User provided they meet the following, but not limited requirements:

1. **Infrastructure and Equipment** - ticketing company shall incur all costs for the installation and utilization of their ticketing system including wiring/cabling, telecommunication jacks/ports, ticket sales computer terminals, ticket printers, ticket stock, access control (scanners, antennas), and storage of said items when not in use.
2. **Training** – ticketing company shall provide initial and ongoing training, at no cost, to the Greek Theatre box office staff for proper utilization of the system to service the USERS and the public.
3. **On-site support** – ticketing company shall provide technical and operational support during events upon reasonable request of the Greek Theatre Operator (“Operator”). Ticketing company will also maintain phone and e mail support.
4. **Agreement** - after executing a User Agreement, User must identify its preferred ticketing company from among the Greek Theatre’s existing providers and enter into a Ticketing agreement with Operator.
5. **Ticketing Operations** - Ticketing operations will be conducted by the Operator in accordance with the Ticketing Agreement and the User will receive all financial and informational benefits associated with that agreement.

However, if the User already has an existing agreement of its own with the selected ticketing company, the USER shall not be required to execute a Ticketing Agreement, but shall receive the following benefits and required to provide:

- A. User shall be able to use their ticket convenience charge schedule.
- B. User will directly receive all ticket royalties in accordance with their agreement.
- C. User will receive ticket purchaser data and provide same to Operator.
- D. User will receive credit for the ticket sales volume of the event.
- E. User may request and will be granted advances on advance ticket sales (up to the amount in excess of estimated venue expenses). Said advances will be returned to Operator within twenty four (24) hours of any notice of a cancelled performance.
- F. User shall retain the right to build their event, place holds, and otherwise manage the ticketing inventory, subject to compliance with the venues’ stipulations below

6. **Stipulations** - Regardless of which ticketing agreement or ticketing company is used, the following venue ticketing stipulations will apply:
- A. Advance ticket sales monies will be sent by the ticketing company on a weekly basis to Operator.
  - B. A \$5.00 Facility Fee will be included in the sales price of every ticket sold, as per the USER agreement
  - C. No convenience or other service charge will apply to tickets purchased in advance of event day at the Greek Theatre box office.
  - D. Credit card fees from box office sales will be assessed to the buyer on the sale of each ticket
  - E. Operator shall determine the hours of operation of the Greek Theatre Box Office for public sales.
  - F. Operator shall manage and approve the on-sale schedule for all events, to coordinate the management of on-sale traffic and minimize conflicts between similar event types or genres.
  - G. Greek Theatre box seats shall not be included in the ticket manifest of the event, and Operator shall retain all revenues associated with the box seats.
  - H. Seating locations for the Greek Theatre Premium Seating Programs (200 seats) shall be placed on hold prior to any sales being conducted, and shall be held until the option is exercised or released, even if the USER is placing the holds and managing the inventory. Option to purchase tickets will expire prior to each show's general on-sale date for the public. These seats will be manifested and confirmation of holds must be provided to Operator before show goes on-sale. Please see venue Premium Seating map below.
  - I. User will set aside and provide Operator with Thirty (30) tickets for each event, at no charge to venue. The location of said venue comps shall be mutually agreed upon within 7 days after the on-sale.
  - J. Operator shall be permitted to place venue holds, for purchase, subsequent to show and premium program holds being placed and prior to public sale, in quantities and locations comparable to industry standards for venue holds. Please see venue Premium Seating Program hold map attached.
  - K. User shall also bear financial responsibility for any chargebacks related to the event.
  - L. Operator shall have access to view and validate all ticket sales activity.

M. Operator reserves the right to amend this ticketing policy at any time in its sole discretion.

**Greek Theatre – 2017 PSL Holds**

- Seats listed below (200 seats) are held prior to on-sale dates for venue subscribers to purchase.
- Ticket revenue from these sales will be included in each artist settlement.
- Any unsold seats will be released back to promoter by 5pm the night before each show goes on-sale

**Section A (Right)**

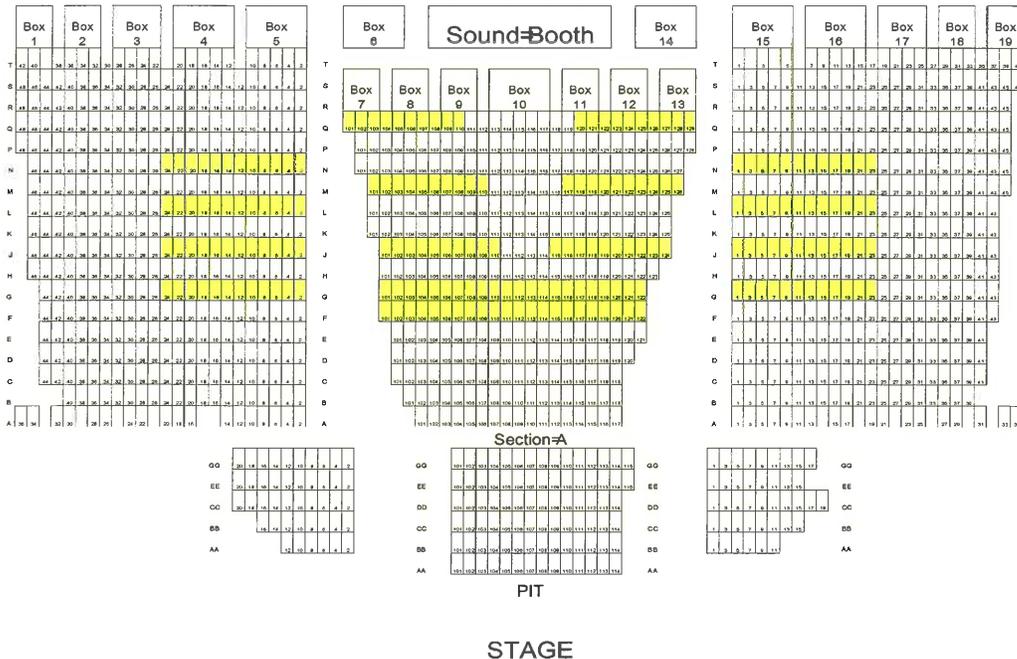
Row G Seats 2 -24  
 Row J Seats 2 - 24  
 Row L Seats 2 - 24  
 Row N Seats 2 - 24

**Section A (Center)**

Row F Seats 101-122  
 Row G Seats 101-122  
 Row J Seats 101-110, 115-124  
 Row M Seats 101 -110, 117-126  
 Row Q Seats 101-110, 120-129

**Section A (Left)**

Row G Seats 1-23  
 Row J Seats 1-23  
 Row L Seats 1-23  
 Row N Seats 1-23



**City of Los Angeles**  
**Department of Recreation and Parks**  
**General Booking Policy for the Greek Theatre**

## RESERVATIONS

Filling out and returning the venue rental application will ensure your reservation is placed in date receipt order on the master calendar of events and programs for the Greek Theatre ("Venue Calendar"). Venue rental applications can only be submitted by email at [booking@lagreektheatre.com](mailto:booking@lagreektheatre.com)

### **A. Reserving and Holding Dates on the Venue Calendar**

To place a hold on the Venue Calendar, an applicant must provide the headlining act name and date of performance to be placed in the first available hold position. Should an applicant wish to change the headlining act name, and there is (are) additional date holder(s) behind you, then the applicant's hold will be released and will be placed in the last hold position along with the new headlining act's name.

### **B. Challenge Policy**

An applicant in the first hold position cannot be challenged if the minimum rent deposit has been received (see rental rates below for appropriate minimum rent deposit amount). An applicant who has not paid the minimum rent deposit may be subject to the following challenge policy.

Prior to signing the User Agreement, any applicant behind the first hold position may issue a "challenge" to the first date holder's position. The challenger will be required to submit a certified check or a company check made payable to: SMG Greek Theatre, or electronically transfer funds to SMG Greek Theatre in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the challenge fee. The challenged holder may meet the "challenge" within forty-eight (48) business hours by providing a matching certified check or company check payable to: **SMG Greek Theatre** or electronically transfer funds to SMG Greek Theatre, in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and executing the User Agreement. If the challenge is met, the challenger fee will be returned to the challenger. User Agreements may be submitted via email to the Greek Theatre General Manager or in person at the Greek Theatre Administrative Office Monday – Friday between the hours of 9am-5pm (excluding City of Los Angeles observed Holidays). Challenges delivered after these set hours (either in person or by email) will not start until the next business day.

Challenge starts once both deposit and signed User Agreement have been received.

If the challenged applicant fails to meet the challenge, the applicant's position will be immediately surrendered and the successful challenger will become the confirmed act. The challenge fee will be applied to the event (rent and incidental expenses) and is not

**City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre**

refundable nor is it transferable to any other event or date. Contracted dates with appropriate fees paid cannot be challenged.

*Please note: The act associated with this challenge MUST be the headliner on this date. Should the act not become the headliner, the date may be lost.*

### **MULTIPLE DATE PERFORMANCES**

Users may reserve multiple days on the calendar for one artist by providing a deposit of Twenty-Five Thousand Dollars (\$25,000.00) per performance day. Once desired dates are confirmed, User may elect to put one event day on-sale to the general public to determine consumer ticket demand. If after a period of 10 days from initial event on-sale date, User determines that additional dates for artist are no longer necessary, the additional dates will be returned to the Greek booking calendar for other Users to access. The deposit of \$25,000.00 for the released date(s) may be applied to another date in same calendar year for User.

### **RENT/DEPOSITS AND FEES**

To issue a User Agreement, the advance or minimum rent is due. All funds must be paid by a certified check or a company made payable to: SMG Greek Theatre or electronically transferred to SMG Greek Theatre. *Please Note: Multiple Dates require the minimum rent per day.*

Venue Capacity	Commercial Rental Rate (Those events promoted and/or sponsored by a commercial group organization)			Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)			Load-In/Out Rate
	Admission Charged Minimum	No Admission Charged vs %	No Admission Charged Minimum	Admission Charged Minimum	No Admission Charged	Admission Charged	
5,901	\$25,000	11%	\$35,000	\$7,500	8%	\$5,000	\$2,500
	Rental fee is Gross Ticket Receipts (less applicable taxes and facility fee)						

### **CANCELLATION**

If the promoter or artist wishes to cancel a contracted event, the advance deposit is forfeited and will not be returned to the promoter. In addition the promoter will be responsible for any venue incurred costs associated with the cancelled event.

**City of Los Angeles  
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General Booking Policy for the Greek Theatre**

## **SELECTED VENUE RULES AND REGULATIONS**

User is responsible for all event related labor expenses as defined in the User Agreement. Event Load-in shall not occur prior to 7:00 AM. Performances must end no later than 10:30 PM, unless prior written permission has been granted by SMG but in no case shall a performance extend past 11:00 PM. Events whose duration time exceed three and one half hours from the scheduled event time as indicated on ticket will be subject to additional expenses. See User Agreement for fees. SMG reserves the right to cut power to any performance past 11:00 PM. Should the performance for whatever reason fail to end at the agreed upon ending time, a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past the ending time will be assessed. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

## **INSURANCE**

Insurance is required. Instructions and Information on Complying with City Insurance Requirements, Exhibit B, is provided for your insurance agent or broker's use. The City of Los Angeles requires specific language for the policy, a copy will be provided in the User Agreement at the time of contracting.

## **TICKETING**

Event on-sales must be communicated to SMG prior to events being announced or tickets going on sale to the general public. Information provided to SMG must include ticket prices, ticket purchase link and any age restrictions. Ticket sales must not take place before the advance deposit is received and the User Agreement has been executed. See Greek Theatre Ticketing Policy, Exhibit A of the User Agreement.

## **ADVERTISING**

Advertising must not take place before the advance deposit is received and the User Agreement has been executed. The Greek Theatre logo must be included in all marketing efforts utilized by User to promote their event. USER shall use the Greek Theatre logo in all advertising controlled by or done on behalf of USER relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. USER's right to use the Greek Theatre Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with USER's use of the Greek Theatre Logo as permitted in this section, USER shall use only the form of the Greek Theatre as provided by SMG to USER in any artwork or other depiction thereof.

**City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre**

**SPONSORSHIP/HOSPITALITY**

Greek Theatre management retains the right to display logos, branding, slides, and/or videos of their sponsor partners throughout the venue and on any video screens prior to performances, during intermission and after performances.

On-site exposure and activation of artists/tour sponsors and/or USER sponsors must be presented to Greek Theatre management for approval, and any expense of said activations shall be borne by USER or the applicable sponsor. This approval includes, but is not limited to, placement of signage, location and size of activation spaces, inflatables, product displays, sampling, or giveaways, etc. Onsite activation and/or signage, sampling, giveaways are not permitted inside the seating area of the Greek Theatre. In no event shall approval of said sponsors infringe upon, diminish, or violate the rights and entitlements of Greek Theatre sponsors in at the venue, including all hospitality areas, including, but not limited to The Redwood Deck and its adjacent hospitality room, or any other designated-hospitality areas for which access is permitted and controlled by Greek Theatre management. USERS may request access to these spaces for their guests. Requests may be granted based on availability, and USER may be charged a per person access fees for each access granted.

USERS are permitted use of the under stage catering rooms and dressing rooms for the hospitality of their sponsors, VIPs, and guests. USERS are permitted to provide their own catering for these spaces, or may select the Greek Theatre Concessionaire for their catering needs. Any and all alcohol provided by USER or any caterer other than the Greek Theatre Concessionaire will not be permitted to leave the aforementioned spaces in this paragraph.

**2017 EVENT INCENTIVE PROGRAM**

The Greek Theatre (Venue) appreciates the continued programming support from our event promoters. In an effort to incentivize and encourage a robust and diverse set of seasonal event bookings, the Venue will provide a rebate to promoters based on the parameters listed below:

1. **Qualifications:** A promoter must bring a minimum of fifteen (15) events to the Venue in the qualifying period to be eligible to receive any rebate(s). In the event of a co-promotional event, a qualified rebate will be paid only to the promoter or show organizer listed on the User Agreement.
2. **Payment terms:** Rebates will accrue starting with the first event in the qualifying period, but will not be earned and payable until the fifteenth event occurs during the period. The accrued amount for the first fifteen events will be calculated at the conclusion of the fifteenth event, and all rebates which will be paid thirty (30) days after the conclusion of the season.

**Rules:**

- A. The Event Incentive Program only applies to commercial events and is not applicable to events booked under the Community Rental Rates.
- B. Incentive is based on both paid tickets and complimentary tickets that are scanned upon entry into each event.
- C. All other rental terms as defined by the Venue apply including the terms in the standard User Agreement.
- D. This is the only form of commercial incentive program recognized by the Venue. The Venue will review the event incentive program requirements on an annual basis and retains the right to modify the incentive program at any time, subject to rights under an existing contract.

**2017 Event Incentive:**

<b>15 Shows minimum to qualify</b>				
	Total paid tickets plus scanned comp tickets		Per Paid ticket	Per Scanned Comp ticket
Tier One	0	100,000	\$1.00	\$0.50
Tier Two	100,001	150,000	\$2.00	\$0.50
Tier Three	150,001	And up	\$3.00	\$0.50

**BOARD REPORT**

NO. 16-242

DATE: December 14, 2016

C.D. \_\_\_\_\_

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GRIFFITH PARK – GREEK THEATRE – AMENDED CONTRACT WITH SMG D.B.A. PREMIER FOOD SERVICES MANAGEMENT GROUP, INC, FOR A FOOD AND BEVERAGE CONCESSION TO EXERCISE FIRST OPTION TO EXTEND AND AMEND CONTRACT TERMS

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

**RECOMMENDATION**

1. Approve a proposed Amended Contract Agreement No. 278 for operation and maintenance of the Greek Theatre's Food and Beverage Concession for the 2017 season; and,
2. Authorize the Department to make any necessary technical changes consistent with the intent of these actions to implement these policies; and,
3. Authorize the General Manager or his designee to execute the Amended Contract substantially in the form attached (Attachment 1).

**SUMMARY**

The Greek Theatre is located at 2700 North Vermont Avenue in Griffith Park and was officially dedicated in 1929. Since that time it has provided entertainment and cultural events to the general public and residents of Los Angeles.

The 5,901 capacity outdoor venue is among the City's most cherished public sites, the Greek Theatre stands as one of the Nation's iconic and recognized outdoor entertainment venues. On April 15, 2015, the Board of Recreation and Park Commissioners (Board) approved the Operation and Management of the Greek Theatre as an Open Venue Model (Report No. 15-082).

On December 9, 2015, the Board of Recreation and Parks Commissioners (Board) approved the award for Food and Beverage Concession Agreement with SMG D.B.A. Premier Food Service Management Group, Inc. (PREMIER) (CON-F15-002).

## BOARD REPORT

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On January 7, 2016, PREMIER and CITY entered into a one (1) year contract with two (2) one (1) year options to renew; and The CITY desires to exercise option 1 with PREMIER to enter into another one (1) year AGREEMENT to provide the public with premium, high-quality patron offerings and services at the Greek Theatre.

Staff recommends exercising the first year option to extend the contract with Premier Food and Beverage, with minor amendments, for a period of one year consistent with the approved December 9, 2015 Board Report No. 15-251 which recommended RAP operate the Greek Theatre as an open venue for a minimum of two (2) years to evaluate and analyze projected increase annual revenues.

### DISCUSSION

PREMIER provided high quality food and beverage services for the 2016 Greek Theatre season consisting of 71 concerts and 9 community events. The Department tasked PREMIER with creating an updated, diverse menu with new and expanded food choices, unique products, and updated menus and to market and sell Greek Theatre merchandise. PREMIER performed these tasks with aplomb, creating new food and beverage menu options, improving box suite dining programs and the hospitality room, and activating the plaza decks and outside concessions stands to enhance the concert-going experience and season.

PREMIER improved their website visibility and access for online to-go orders, box suite orders and overall food and beverage selections to the premium seating participants.

PREMIER received an award and recognition from the City's Good Food Council regarding all of their efforts in purchasing local products and providing healthy choices.

Patrons had the opportunity to complete voluntary on site and post-event surveys, regarding food and beverage services. In response to patron requests additional snack food offerings were added to the menu. PREMIER streamlined the service in the concession stands, added a sit down experience on the lower deck and added a coffee and merchandise cart in the front plaza, including the use of recycled materials and the operation of compost services. A new point of sale (POS) system was also installed and made accessible at multiple locations which contributed to driving the food and beverage goals for the 2016 season. The addition of the POS system captured 57% of sales in credit cards, positive comments were reflected by those surveyed.

PREMIER has implemented the policies and procedures of the current contract and has recommended minor adjustments and additions to better serve the patrons and artists at the Greek Theatre.

### **Contract Amendments**

The 2016 PREMIER contract was vague in regards to 3<sup>rd</sup> party vendors and catering which PREMIER encountered many requests during the concert/event season. The necessity for the

## BOARD REPORT

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NO. 16-242

following language is recommended to be added into the 2017 contract to clarify the percentages for 3<sup>rd</sup> party vendors and catering opportunities for the promoters, artists and sponsors.

- PREMIER with the prior approval of the CITY may contract 3<sup>rd</sup> party vendors for the purpose of specialty food and beverage items to be sold at concert events. CITY retains the right to limit the number of 3<sup>rd</sup> party vendors. All 3<sup>rd</sup> party vendors shall conform to the same CITY guidelines and standard as PREMIER'S. PREMIER will collect a minimum of 30% commission fee on net sales. The commission collected will be included in the 42% of net sales up to \$3,000,000. of gross receipts of all concession food and beverage sales and 45% of gross receipts in excess of \$3,000,000. Event season 3<sup>rd</sup> party vendors shall abide by CITY guidelines and uniformity.
- For the 2017 contract, 20% from food and beverage catering and special events contract will be credited towards annual minimum revenue sharing guarantee. All cash services will remain at the rate of 42% toward the minimum \$3,000,000 goal.

Due to the significant amount of equipment purchases that were necessary in providing quality food and beverage services for the venue, Exhibit M of Agreement has been added to document the equipment list of City owned and SMG owned equipment. Also, a Food and Beverage Sales Report, Exhibit N of Agreement, is recommended to be submitted to City staff, 48 hours after each event as an indicator of revenue performance.

### CONCLUSION

RAP recommends approval to exercise the first option to extend Premier Food and Beverage contract and the amendments outlined above to further enhance patron experience in the 2017 Season and to continue the Greek's performance as one of the nation's premier outdoor entertainment venues.

### FISCAL IMPACT STATEMENT

PREMIER has guaranteed RAP, One Million Four Hundred Thousand Dollars (\$1,400,000.00) and Sixty Percent (60%) of net sales of all Greek Theatre Merchandise for the 2017 season.

Premier successfully achieved nearly Five Million (\$5,000,000.) in gross net food and beverage sales during the 2016 season. RAP will receive approximately Two Million (\$2,000,000.) in net revenue, exceeding all expectations. The 10 year historical seasonal average of net food and beverage revenue to RAP from 2006-2015 was \$166,870 with the highest year's (2014) at \$226,505.

This report was prepared by Anthony-Paul Diaz, Chief of Staff & Executive Officer

## BOARD REPORT

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NO. 16-242

### LIST OF ATTACHMENTS:

Attachment 1: Amended Agreement for the Operation and Maintenance of the Greek Theatre's  
Food & Beverage Concession

Attachment 2: Premier/City Equipment List Breakdown (Exhibit M)

Attachment 3: Food & Beverage Event Sales Report (Exhibit N)

**AMENDED AGREEMENT  
FOR OPERATION AND MAINTENANCE  
OF THE GREEK THEATRE'S  
FOOD AND BEVERAGE CONCESSION**

**Between**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**And**

**SMG D.B.A. PREMIER FOOD SERVICES MANAGEMENT GROUP, INC.**

DRAFT

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## **AGREEMENT FOR OPERATION AND MAINTENANCE OF THE GREEK THEATRE'S FOOD AND BEVERAGE CONCESSION**

This Agreement ("AGREEMENT") is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF LOS ANGELES, a municipal corporation ("CITY"), acting by and through the Department of Recreation and Parks ("DEPARTMENT"), and SMG d.b.a. Premier Food Services Management Group, Inc. ("PREMIER").

**WHEREAS**, the DEPARTMENT seeks to hire a food and beverage concessionaire to provide food and beverage at the Greek Theatre; and

**WHEREAS**, the DEPARTMENT finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

**WHEREAS**, the DEPARTMENT finds, pursuant to Charter Section 371 (e) (10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department for the provision of food and beverage at the Greek Theatre; and

**WHEREAS**, the DEPARTMENT finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in a Request for Proposals (RFP); and

**WHEREAS**, the DEPARTMENT advertised for proposals for a Food and Beverage Concession at the Greek Theatre on June 29, 2015; and

**WHEREAS**, the DEPARTMENT received and evaluated three (3) proposals from food and beverage companies on August 25, 2015; and

**WHEREAS**, PREMIER was scored as the highest-ranked proposer, and selected to conduct the food and beverage operations during the Greek Theatre's 2016 Season in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, on January 7, 2016, PREMIER and CITY entered into a one (1) year contract with two (2) one (1) year options to renew; and

**WHEREAS**, The CITY desires to exercise option 1 with PREMIER and PREMIER agrees to enter into another one (1) year AGREEMENT to provide the public with premium, high-quality patron offerings and services at the Greek Theatre.

**NOW THEREFORE**, in consideration of the terms, covenants and conditions hereinafter

to be kept and performed by the respective parties, it is agreed as follows:

## **SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set for:

<b>AGREEMENT:</b>	This Concession Agreement consisting of thirty-four (34) pages and twelve (12) exhibits (A-L) attached hereto.
<b>BOARD:</b>	Board of Recreation and Park Commissioners
<b>CITY:</b>	The City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners
<b>CONCESSION:</b>	Greek Theatre Food and Beverage Concession, the permitted operation granted by this AGREEMENT
<b>CONCERT SEASON:</b>	April 15 through October 31
<b>DEPARTMENT:</b>	The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners.
<b>FACILITY:</b>	GREEK THEATRE, located at 2700 N. Vermont Avenue, Griffith Park, Los Angeles, California 90027
<b>LAAC:</b>	The Los Angeles Administrative Code
<b>LAMC:</b>	The Los Angeles Municipal Code
<b>PREMIER</b>	SMG d.b.a. Premier Food Services Management Group, Inc.
<b>PREMIER CAPITAL INVESTMENT</b>	The amount of capital paid by Premier under Section 10 to fund revenue-generating improvement and enhancement projects in an AGREEMENT year.
<b>PREMISES:</b>	The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated.
<b>SMG:</b>	DEPARTMENT'S venue management company.

## **SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment fees and charges hereinafter provided, and subject to all terms, covenants, and conditions of this AGREEMENT, the DEPARTMENT hereby grants to PREMIER the exclusive (except as otherwise excepted herein) right and obligation to sell food, non-alcoholic and alcoholic beverages, artist merchandise and Greek Theatre merchandise during the AGREEMENT'S term. PREMIER will provide and sell food, beverages and merchandise from designated portions of the PREMISES and will be permitted to use mobile carts to sell food, beverages and merchandise at appropriately designated areas pursuant to the DEPARTMENT'S prior approval, needs and requests. The CONCESSION area as described in Section 3 of this AGREEMENT shall only be used for PREMIER'S designated rights and not for any other purpose without the prior written consent of DEPARTMENT. The address and phone number of PREMIER will be shown along with the notation that all complaints regarding change, food and beverage, etc., should be referred directly to PREMIER.

The granted CONCESSION rights shall be at the Greek Theatre solely within the limits and confines of the PREMISES (Section 3) in this AGREEMENT and shall not make use of the PREMISES in any manner which might interfere with other recreational uses of the FACILITY.

In the event of a conflict between PREMIER and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, the DEPARTMENT shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and PREMIER hereunder agrees to be bound by the DEPARTMENT'S final determination.

## **SECTION 3. PREMISES**

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: the Greek Theatre, 2700 North Vermont Avenue, Los Angeles, CA 90027.

The CONCESSION PREMISES are located within the Greek Theatre venue. PREMIER will have exclusive rights to the FACILITY, including the following areas:

- North and South Concession Stands
- Front Plaza Area
- Upper and Lower Zeus Bars

PREMIER will have exclusive rights to the Redwood Deck and Hospitality Room.

The DEPARTMENT agrees to provide PREMIER with appropriately designated office and food and beverage storage spaces at the Greek Theatre. All furniture, office supplies, internet, phone, security, fencing, refrigeration, storage shelving or other tenant

improvements for the office and food and beverage storage spaces shall be at the sole expense of PREMIER.

Unless otherwise contracted, PREMIER shall not be responsible for backstage catering for the artists' entourage or crew.

The DEPARTMENT shall retain all rights to sponsorships, including non-alcoholic pouring rights, at the Greek Theatre, and shall execute and administer such sponsorships as obtained by SMG, the sole entity responsible for obtaining the venue's sponsorship agreements. PREMIER, to the extent possible, shall collaborate and assist SMG or the DEPARTMENT to secure and obtain any sponsorship opportunities for the venue.

PREMIER to the best of its knowledge shall not use or allow the PREMISES, to the extent under PREMIER'S exclusive control, to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

#### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT shall be one (1) year with one (1) one-year extension option exercisable at the sole discretion of the Department and upon approval of Board of Recreation and Park Commissioners, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to PREMIER because of any action taken to revoke, or decline to exercise an option of the AGREEMENT.

#### **SECTION 5. OPERATING RESPONSIBILITIES**

To the extent arising from PREMIER'S CONCESSION rights hereunder, PREMIER shall, at all times during the term of the AGREEMENT, comply with the following conditions:

**A. Cleanliness**

PREMIER shall, at its own expense, keep the PREMISES clean and sanitary all CONCESSION materials including, but not limited to, food and beverage-related materials and merchandise-related materials at all times. No offensive or refuse food, beverage or any matter related to merchandise sales, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and PREMIER shall prevent any such matter or material from being or accumulating upon said PREMISES.

PREMIER, at its own expense, shall see that all of its garbage or refuse is collected as often as necessary and in no case less than twice a week, and disposed of in the main dumpster. PREMIER shall furnish all equipment and materials necessary

therefore, including trash receptacles of a size, type, and number approved by DEPARTMENT. If no trash storage area is made available, PREMIER shall provide at its own expense and with DEPARTMENT'S prior written approval, an enclosed area concealing the trash storage from public view.

**B. Conduct**

PREMIER and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of DEPARTMENT.

**C. Disorderly Persons**

PREMIER will coordinate with venue security to assist in maintaining peaceful conditions. PREMIER shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

**D. Personnel:**

1. PREMIER shall develop a protocol, subject to the DEPARTMENT'S approval, for the engagement of any employee or subcontractor. PREMIER'S protocol shall comply with all applicable CITY, STATE and/or Federal labor laws.

**2. Freedom from Tuberculosis**

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of DEPARTMENT, PREMIER shall provide SMG and DEPARTMENT with certificates on applicable employees indicating freedom from communicable tuberculosis.

**3. Alcohol Service Training**

All PREMIER employees involved in the sale, service, and distribution of alcoholic beverages shall be trained in effective alcoholic and awareness, which includes training based on any applicable Laws of California. This training shall include the State of California Department of Alcoholic Beverage Control (ABC) sanctioned training or the Licensee Education on Alcohol and Drugs Alcohol Seller/Server Training Program (LEAD) and may include, without limitation, policies and procedures developed by PREMIER dealing with alcohol management and a nationally-recognized program such as "Techniques For Effective Alcohol Management" (or "TEAM") or "Techniques For Intervention Procedures By Servers of Alcohol" (or "T.I.P.S."). PREMIER shall provide SMG and DEPARTMENT with certificates on applicable training for all employees involved in the sale, service and distribution of alcoholic beverages.

PREMIER will not knowingly serve intoxicated persons and will coordinate with, and immediately notify, SMG and venue security of any known or

observed safety concerns, illegal substances and improper use of alcohol that pose immediate threats of safety to patrons and intoxicated individuals.

4. **Qualified Personnel**

PREMIER will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. PREMIER shall use best efforts to assure that no person employed by PREMIER, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory, DEPARTMENT may direct PREMIER to remove that person from the PREMISES.

5. **Concession Manager**

PREMIER shall appoint, subject to written approval by DEPARTMENT, a Concession Manager of PREMIER'S operations at the FACILITY.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of CONCESSION goods and services, and the appearance, conduct, and demeanor of PREMIER'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the business. During the days and hours established for the operation of the subject CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

6. **Approval of Personnel**

The DEPARTMENT shall have the right to approve or disapprove employees of PREMIER.

F. **Quality, Price Schedules and Merchandising**

PREMIER shall commit to implement and offer varied, high-quality food products, specialty items, food and beverage offerings to patrons at the Greek Theatre, PREMIER agrees to highlight and implement, when reasonably feasible, products

and beverages from local purveyors including but not limited to: specialty regional food, craft beers, premium wines, unique and high end spirits and in consultation with the CITY develop an operational plan for upcoming seasons and individual events to ensure the highest quality products are offered to benefit patrons and provide high quality service, satisfaction and first-class food and beverage offerings consistent with the overall theme of the venue.

1. CITY agrees that PREMIER'S merchandise, including its price for same, shall be within PREMIER'S discretion; subject, however, to disapproval by DEPARTMENT if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of DEPARTMENT. Such determination shall not be unreasonable and shall take into account the business considerations presented by PREMIER. PREMIER shall present the menu selections and offerings on a monthly basis to the DEPARTMENT for approval. Menu selections and offerings must take into consideration the diversity of the events and the demographics of the event patrons. All prices shall be comparable to prices charged in similar establishments in the CITY.
2. PREMIER with the prior approval of the CITY may contract 3<sup>rd</sup> party vendors for the purpose of specialty food and beverage items to be sold at concert events. CITY retains the right to limit the number of 3<sup>rd</sup> party vendors. All 3<sup>rd</sup> party vendors shall conform to the same CITY guidelines and standard as PREMIER'S. PREMIER will collect a minimum of 30% commission fee on net sales. The commission collected will be included in the 42% of net sales up to \$3,000,000. of gross receipts of all concession food and beverage sales and 45% of gross receipts in excess of \$3,000,000. Event season 3<sup>rd</sup> party vendors shall abide by CITY guidelines and uniformity.
- 3.. All menu items and service, offered for sale and/or sold by PREMIER and any approved 3<sup>rd</sup> party vendors in said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by PREMIER. All merchandise kept for sale by PREMIER shall be kept subject to the approval or rejection of DEPARTMENT and PREMIER shall remove from the PREMISES any article which may be rejected and shall not again offer it for sale without the written approval of DEPARTMENT. DEPARTMENT may order the improvement of the quality of any merchandise kept or offered for sale. In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted.
4. PREMIER shall offer for sale to the public a full range of fresh and pre-packaged food items and beverages (alcoholic and non- alcoholic).

5. PREMIER shall offer for sale to the public an appropriate selection of food and refreshment items, which includes a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables, bottled water, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, and providing healthy snacks. PREMIER expressly agrees to comply with CITY'S Good Food Purchasing Guidelines for Food Service Institutions. (Exhibit C).
6. PREMIER shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. PREMIER shall attempt to use only artificial trans-fat free prepackaged food items.
7. The sale of liquor, beer, and wine is permitted. PREMIER is solely responsible for obtaining all necessary licenses and permits, including but not limited Alcoholic Beverage Control License, for the sale of such items. The DEPARTMENT shall provide all cooperation and assistance necessary for PREMIER to secure necessary licenses under this paragraph. At the termination of AGREEMENT, PREMIER shall transfer all necessary licenses and permits to the successor food and beverage concessionaire at fair market value, where applicable, within thirty (30) days of termination, unless prohibited or prevented by the respective licensing authority.
8. The sale of energy drinks are prohibited.
9. PREMIER will implement the proposed plan for Food and Beverage guidelines outlined in PREMIER'S Proposal Pages 157 through 253 (Exhibit D).

All merchandise sold or kept for sale by PREMIER shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by PREMIER and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation.

10. PREMIER shall minimize the paper items (straw covers, serving cartons, etc.) distributed with take-out CONCESSION products. PREMIER shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. PREMIER shall not sell or give away or otherwise dispose of any commodity which in the opinion of DEPARTMENT will cause undue litter. PREMIER expressly agrees to comply with all CITY and DEPARTMENT recycling programs.
11. PREMIER shall not sell lottery tickets or similar type merchandise.

**G. Diversion of Business**

PREMIER shall not divert, cause or allow the AGREEMENT to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

**H. Equipment, Furnishings, and Expendables:**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by PREMIER at its sole expense and shall remain its personal property, with the exception of the equipment identified by PREMIER as purchased using the Two Hundred Thousand Dollar (\$200,000.00) equipment credit described below. At the beginning of each AGREEMENT year, PREMIER will provide SMG and DEPARTMENT with an inventory of PREMIER-owned equipment and CITY-owned equipment.

The DEPARTMENT accepts the Investment Equipment List, Proposal Pages 202 and 203 (Exhibit E), totaling Six Hundred Thousand Dollars (\$600,000.00), and PREMIER is obligated to invest Six Hundred Thousand Dollars (\$600,000.00) to purchase such equipment and smallwares. If at the termination of the AGREEMENT, PREMIER has not purchased equipment totaling Six Hundred Thousand Dollars (\$600,000.00), PREMIER shall pay to the DEPARTMENT the unspent balance of the Six Hundred Thousand Dollars (\$600,000.00). To date CITY owned and PREMIER owned equipment listed and attached hereto as Exhibit M.

If, upon termination of the AGREEMENT, CITY does not renew said AGREEMENT, PREMIER shall have the right to remove its own equipment, furnishings, and expendables (e.g., purchased utilizing the Four Hundred Thousand Dollar {\$400,000.00} PREMIER investment), but not CITY owned equipment and improvements (e.g., purchased utilizing the Two Hundred Thousand Dollar {\$200,000.00} equipment credit), from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY. The foregoing notwithstanding, the CITY shall have a right of first refusal to purchase PREMIER'S equipment at fair market value, exercisable by notifying PREMIER within five (5) business days after termination if CITY elects to exercise such right of first refusal, and in such case, the period for removal of the equipment shall be tolled until such time as the parties agree on fair market value or the right of first refusal is waived.

**I. Maintenance of Equipment**

PREMIER shall, at all times and at its expense, perform routine and preventive maintenance on all equipment, whether owned and/or installed by PREMIER or CITY, such as, but not limited to, refrigeration/freezer units, heat exchangers, fans, controls and electric panels, installed by CITY, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a

clean, sanitary, and orderly condition and appearance. CITY will be responsible for the maintenance of utility lines and repairs, including telephone, exterior to the PREMISES. The cost of any replacement of CITY-owned equipment or parts thereof shall be borne by the CITY, unless caused by improper maintenance by PREMIER. PREMIER shall be responsible for the maintenance and replacement of PREMIER-owned equipment.

PREMIER shall at all times keep current all necessary Fire/Life/Safety permits and certifications, testing, inspections, maintenance and repairs including but not limited to fire extinguishers, alarms, fire sprinklers, and cooking equipment. PREMIER shall provide copies of all permits, certifications, testing, inspections and maintenance and repair records to SMG and DEPARTMENT.

Routine and preventive maintenance of all equipment shall be performed at the sole expense of PREMIER. PREMIER may elect not to use City-owned equipment, with prior written consent of DEPARTMENT.

No equipment provided by CITY shall be removed or replaced by PREMIER without the prior written consent of DEPARTMENT, and if consent is secured, such removal and/or replacement shall be at the expense of PREMIER.

**J. Claims for Labor and Materials**

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

**K. Signs and Advertisements**

PREMIER shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from DEPARTMENT. Certain signs and advertisements may also require the prior written approval of the Cultural Affairs Department or other appropriate agencies.

On signage at FACILITY, PREMIER shall provide credit, or as proportions of signage allow, similar credit as approved by DEPARTMENT in writing.

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

DEPARTMENT may require removal or refurbishment, at PREMIER'S expense, of any sign previously approved.

PREMIER further agrees to only place signs, advertisements, marketing materials, promotional materials, signs or displays visible to the public pre-approved by the DEPARTMENT and in conformance with the venue's theme and overall look and consistency of all branding materials and otherwise designated signage.

Upon the expiration or termination of the AGREEMENT, PREMIER shall, at its own expense, remove or paint out, as DEPARTMENT may direct, any and all of its signs and displays on the PREMISES and in connection therewith, and shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

**L. Utilities**

The DEPARTMENT shall pay for utility charges associated with the CONCESSION, with the exception of telephone, internet and trash pick-up. Charges for telephone, internet and trash pick-up shall be paid by PREMIER regardless of whether such utility services are furnished by CITY or by other utility service providers.

Except to the extent of DEPARTMENT'S negligence or breach of its obligations hereunder, PREMIER hereby expressly waives all claims for compensation, or for any diminution or abatement of the revenue-sharing payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and PREMIER hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by PREMIER, its employees, contractors, sub-contractors, suppliers, agents, or invitees, PREMIER shall be responsible for the cost of repairs and any and all damages occasioned thereby.

PREMIER shall use best efforts to utilize water and electricity in the most efficient manner possible, and PREMIER expressly agrees to comply with all CITY water and electrical conservation programs.

PREMIER shall reimburse the DEPARTMENT if any telephone, internet or trash pick-up charges are paid by the DEPARTMENT.

**M. Vending Machines**

PREMIER shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of DEPARTMENT. DEPARTMENT shall have the right to order the immediate removal of any unauthorized machines.

**N. Safety**

PREMIER shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or DEPARTMENT notifies PREMIER of said condition. PREMIER shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, PREMIER shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, PREMIER shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 20, "NOTICES," for mailing address) (Exhibit F). If PREMIER fails to correct hazardous conditions specified by DEPARTMENT in a written notice, which have led, or in the opinion of CITY could lead, to injury, DEPARTMENT may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by PREMIER to CITY on demand.

PREMIER will provide SMG and DEPARTMENT with all injury reports in order for SMG to include in the monthly safety report to the DEPARTMENT.

**O. Environmental Sensitivity**

PREMIER must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment. PREMIER shall not use or allow the use on the PREMISES of environmentally unsafe products.

**P. Fund Raising And/Or Special Events Activities**

PREMIER will be expected to cooperate with DEPARTMENT personnel on all matters relative to the conduct of fund-raising and/or special events, as well as use of these areas by the film industry. PREMIER, given adequate notice may be required to cease operations or to allow for fund-raising and/or special events at the discretion of DEPARTMENT.

**Q. Quiet Enjoyment**

CITY agrees that PREMIER, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by PREMIER under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the CONCESSION PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon PREMIER'S quiet enjoyment of the CONCESSION PREMISES, DEPARTMENT shall have final determination of any solution to such dispute; DEPARTMENT'S final determination shall be binding upon all parties in such dispute.

**R. Receipts**

1. On request, PREMIER shall offer receipts to customers for every transaction.
2. PREMIER shall at all times have a sign placed within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt for this transaction is not provided on request, please contact Department of Recreation and Parks - Concessions Unit at (213) 202-3280."
3. In advance of commencement of customer transactions, PREMIER shall submit its cash-handling procedures to the DEPARTMENT.

**S. Annual CONCERT SEASON Opening Event for the Community**

PREMIER shall provide services at an Annual CONCERT SEASON Opening Event for the surrounding community at its own expense.

**T. Greek Theatre Advisory Committee (GTAC) Support**

PREMIER will provide light refreshments for the monthly GTAC meetings at its own expense.

**U. Community Engagement**

PREMIER will provide light refreshments to community meetings hosted by SMG including, but not limited to, regularly scheduled monthly community meetings and coffee hours at its own expense.

**V. Customer Satisfaction Surveys**

PREMIER shall be responsible to ensure Customer Satisfaction Surveys are conducted after every event. The Customer Satisfaction Survey measures the quality of service being delivered to patrons, which rates service in five (5) separate categories. PREMIER will provide summary reports to SMG and DEPARTMENT on a quarterly basis. The DEPARTMENT shall be consulted regarding survey questions and reserves the right to suggest additional questions as necessary to assist in the evaluation of community satisfaction. Surveys may be carried out in the form of e-mail messaging QR codes, website link, or other methods as may be determined by PREMIER.

**SECTION 6. CONCESSION OPERATIONS**

- **CONCERTS AND EVENTS:** The CONCESSION will be open in accordance with the Venue's User Agreement and mutually agreed upon operating times and hours necessary and consistent with event and show plans for each performance.
- **NON-CONCERTS AND EVENTS:** The Front Plaza Area will be open in accordance with the DEPARTMENT'S operating plans, hours and needs, and the

CONCESSION will be open based upon mutually agreed upon operating times necessary and consistent to offer a year-round operation.

## **SECTION 7. REVENUE-SHARING PAYMENT**

A. As part of the consideration for CITY'S granting the CONCESSION rights hereinabove set forth, PREMIER shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

The Annual Minimum Revenue-Sharing Guarantee, as follows:

- One Million Four Hundred Thousand Dollars (\$1,400,000.00) and Sixty Percent (60%) of net sales of all Greek Theatre Merchandise

OR

- Forty-two percent (42%) of gross receipts of all food and beverage sales up to Three Million Dollars (\$3,000,000.00) and Forty-five percent (45%) of gross receipts of all food and beverage sales greater than Three Million Dollars (\$3,000,000.00)

AND

- 20% of catering food and beverage sales
- Any catering Retail cash bars beverage sales will be calculated at 42% commission rate.

Notwithstanding the foregoing, the monthly revenue-sharing fee for all catering and special events shall be as follows and shall said revenues shall be included in the minimum revenue sharing guarantee calculations addition to the Annual Minimum Revenue-Sharing Guarantee stated above and shall not be included in the minimum revenue-sharing guarantee calculations.

### **Catering and Special Events**

For the 2017 contract, 20% from food and beverage catering sales will be credited towards commission. The total \$3 million goal and that all cash services will remain at the rate of 42%.

The Annual Minimum Revenue-Share shall be paid to the DEPARTMENT at the beginning of each AGREEMENT year with the exception of the first year of the AGREEMENT, when the payment shall be paid within three (3) days of AGREEMENT

execution. The first year's payment will be One Million Two Hundred Thousand Dollars (\$1,200,000.00), which is the One Million Four Hundred Thousand Dollars (\$1,400,000.00) less the Two Hundred Thousand Dollar (\$200,000.00) equipment credit provided in Section 5, H. In subsequent AGREEMENT years, the Annual Minimum Revenue-Share payment shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00) as stated above.

Refer to SECTION 7.C for the definition of "Gross Receipts."

Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by DEPARTMENT or not, may result in additional charges; however, any such use without the prior written approval of the DEPARTMENT shall also constitute a material breach of AGREEMENT and is prohibited.

If the annual minimum revenue-sharing is not met by December 31<sup>st</sup> of each calendar year, the difference between the actual revenue-sharing payment received by the Department and the annual minimum revenue-sharing payment will be due to the Department by January 15<sup>th</sup> of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

**B. Revenue-Sharing Payment Due**

Said payment (to the extent in excess of the Annual Minimum Revenue-Share) shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Section 7.D) shall be addressed to:

DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Partnership and Revenue Branch/Concessions Unit  
P.O. Box 86610  
Los Angeles, California 90086-0610

**C. Gross Receipts Defined**

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by PREMIER;
3. California Redemption Value (CRV);

4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
5. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by PREMIER;
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of PREMIER where such exchanges or transfers are not made for the purpose of avoiding a sale by PREMIER which would otherwise be made from or at the PREMISES;
7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. Receipts from the sale at cost of uniforms, clothing, or supplies to PREMIER'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by PREMIER, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both PREMIER and DEPARTMENT, including discounts to employees, if concurred by DEPARTMENT; on total sale transaction
13. Credit/debit card fees.

PREMIER shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

14. Any error in cash handling by PREMIER or PREMIER'S employees or agents;
15. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to PREMIER by customer or purchaser;

16. Any arrangement for a rebate, kickback, or hidden credit given or allowed to any customer of PREMIER.

17. Any labor fees recovered

**D. Monthly Revenue-Sharing Reports**

PREMIER shall transmit a Monthly Gross Receipts and Revenue-sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), for the month for which the revenue was earned, to SMG and DEPARTMENT whether or not a revenue-sharing payment is submitted. The Monthly Remittance Advice Form must be postmarked by the fifteen (15) of the month for preceding month's revenue. The DEPARTMENT may revise the Monthly Remittance Advice Form as needed. PREMIER shall use the Food and Beverage Sales Report (Exhibit N) and submit within 48 hours after event for each event as an indicator of revenue performance.

**E. Late Payment Fee**

Failure of PREMIER to pay any of the revenue-sharing payments or any other fees, changes, or payments required herein on time is a breach of the AGREEMENT for which CITY may provide notice of breach and thereafter terminate as specified herein or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by PREMIER, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, PREMIER agrees to pay CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late revenue-sharing payment by CITY shall not be deemed as a waiver of any other breach by PREMIER of any term or condition of this AGREEMENT other than the failure of PREMIER to timely make the particular revenue-sharing payment so accepted.

**SECTION 8. ADDITIONAL FEES AND CHARGES**

A. If CITY pays any sum or incurs any obligations or expense which PREMIER has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of PREMIER to perform or fulfill any one or more of the conditions,

covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of PREMIER contrary to said conditions, covenants, and agreements, PREMIER agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, actual costs, (including CITY'S fifteen percent (15%) administrative overhead cost), incurred by the CITY, damages, and penalties. This amount shall be added to the revenue-sharing payment thereafter due hereunder, and each and every part of the same shall be and become additional revenue-sharing payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the monthly revenue-sharing payment set forth in Section 7 hereof.

- B. The charges for any late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.
- C. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against PREMIER that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge PREMIER with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by PREMIER.

**SECTION 9. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of PREMIER for the uses, purposes, and occupancy aforesaid, PREMIER shall be responsible for all necessary CONCESSION-related janitorial duties and damage/maintenance repairs, to the satisfaction of DEPARTMENT. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism. PREMIER shall provide copies of all repair and maintenance records to SMG and DEPARTMENT on a monthly basis.

A. Interior of Premises:

1. **Areas to be Maintained by PREMIER**

PREMIER shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, CONCESSION equipment and utility systems which may now or hereafter exist thereon, whether installed by CITY or PREMIER. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

2. **Duties**

PREMIER'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. PREMIER shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by DEPARTMENT to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

B. **Exterior of Premises and Common Passageways**

CITY shall maintain the exterior of all buildings including roofing and heating and air conditioning equipment and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by CITY which also lead to the PREMISES shall not be considered under the control of PREMIER for purposes of this Section.

C. **Correction of Conditions Leading to Damage**

If PREMIER fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, DEPARTMENT may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by PREMIER to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, DEPARTMENT may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

D. **Property Damage and Theft Reporting**

PREMIER shall complete and submit to SMG and DEPARTMENT a "Special Occurrence and Loss Report," (Exhibit H) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by DEPARTMENT.

E. **Damage or Destruction to Premises**

1. **Partial Damage:**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of

PREMIER, its agents, officers, or employees, PREMIER shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

2. Extensive Damage:

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of PREMIER, its agents, officers, or employees, said fees and charges will not abate and PREMIER shall be responsible for the cost and expenses incurred in making such repairs.

3. Complete Destruction:

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, PREMIER may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of PREMIER, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require PREMIER to repair and reconstruct the same within twelve (12) months of such destruction and PREMIER shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. PREMIER shall continue paying CITY revenue-sharing payment as determined above during the rebuilding of the facility.

4. Limits of CITY'S Obligation Defined:

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by PREMIER at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall

be the responsibility of PREMIER and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

**F. Pest Control**

Unless otherwise specified in the AGREEMENT, PREMIER shall be responsible for pest control in and around the PREMISES including, but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by PREMIER, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such and any storage facilities or storage containers owned and/or used by PREMIER.

CITY shall be responsible for pest control if pests are found in or on structures or areas maintained by CITY, such as:

2. All outdoor areas of the venue and surrounding landscaping.
3. Interior areas of the venue including backstage, dressing rooms, stage areas, chorus rooms, stagehand work areas and restrooms.
4. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of PREMIER; or areas, structures, or facilities shared by PREMIER and CITY.

Pest control for pests which may cause permanent structural damage to DEPARTMENT property (for example, termite infestation) shall be the responsibility of CITY. PREMIER shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. DEPARTMENT may direct PREMIER to take additional measures to abate pests which are an immediate threat to public health or safety.

**SECTION 10. IMPROVEMENTS**

CITY reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by PREMIER. Such development or improvement may require the suspension or termination of the AGREEMENT. CITY shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES. PREMIER'S Annual Minimum Revenue-Share may be reduced or suspended to the extent that revenues are adversely effected by CITY improvement. Any such revenue share reduction shall be mutually agreed to by both parties.

**SECTION 11. PROHIBITED ACTS**

PREMIER shall not:

1. Use the PREMISES to conduct any other businesses operations of PREMIER not related to the Greek Theatre;
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
2. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the CONCESSION operations;
3. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of DEPARTMENT;
4. Overload any floor in the PREMISES;
5. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by PREMIER, and in the event of the loss of any keys furnished by DEPARTMENT, PREMIER shall pay CITY, on demand, the cost for replacement thereof;
6. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of DEPARTMENT, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude PREMIER from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
7. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or

those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude PREMIER from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all the City, State and Federal rules, regulations, ordinances and laws;

8. Allow any sale by auction upon the PREMISES;
9. Permit undue loitering on or about the PREMISES;
10. Use PREMISES in any manner that will constitute waste;
11. Use or allow the PREMISES to be used for, in the opinion of DEPARTMENT, any improper, immoral, or unlawful purposes.

#### **SECTION 12. NUMBER OF ORIGINALS**

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party.

#### **SECTION 13. RATIFICATION LANGUAGE**

Due to the need for PREMIER'S services to be provided continuously on an ongoing basis, PREMIER may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

#### **SECTION 14. PERFORMANCE DEPOSIT**

A. PREMIER shall provide the DEPARTMENT a refundable performance deposit equal to Three Hundred Thousand Dollars (\$300,000.00) for the term of AGREEMENT.

##### **B. Form of Deposit**

PREMIER'S Deposit shall be in the following form:

1. A cashier's check drawn on a recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.

##### **C. Agreement of Deposit and Indemnity**

PREMIER unconditionally agrees that in the event of any material default of this AGREEMENT by PREMIER and consequent termination by CITY, CITY shall have

full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by the DEPARTMENT.

**D. Maintenance of Deposit**

CITY shall hold PREMIER'S deposit in an interest-bearing account during the entire term of the AGREEMENT

**E. Return of Deposit to PREMIER**

Said Deposit, together with accumulated interest, shall be returned to PREMIER and any rights assigned to Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by PREMIER as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT.

**SECTION 15. TAXES, PERMITS, AND LICENSES**

- A. PREMIER shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, building permits, police and fire permits, etc. PREMIER shall provide copies of all permits and licenses to SMG and DEPARTMENT.
- B. PREMIER shall pay all taxes of whatever character that may be levied or charged upon the rights of PREMIER to use the PREMISES, or upon PREMIER'S improvements, fixtures, equipment, or other property thereon or upon PREMIER'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. PREMIER, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
- C. During the entire term of the AGREEMENT, PREMIER must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).
- D. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, PREMIER must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (revenue-sharing rent) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part

thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to DEPARTMENT, on or before the fifteenth (15<sup>th</sup>) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, PREMIER shall be responsible to pay the updated, higher rate.

The charges for late or delinquent Occupancy Tax payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.

#### **SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

PREMIER shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

PREMIER may not, without prior written permission of the CITY:

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

#### **SECTION 17. BUSINESS RECORDS**

PREMIER shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by DEPARTMENT, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.

- A. Employee Fidelity Bonds:  
At DEPARTMENT'S discretion, adequate employee fidelity bonds may be required to be maintained by PREMIER covering all its employees who handle money.

B. Cash And Record Handling Requirements:

If requested by DEPARTMENT, PREMIER shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to DEPARTMENT for approval.

PREMIER shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by PREMIER from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by PREMIER or for recording PREMIER'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

C. Method of Recording Gross Receipts:

Unless otherwise specified in the AGREEMENT, PREMIER shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. PREMIER shall not purchase or install the cash register before obtaining DEPARTMENT'S written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, PREMIER may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of providing paper receipts to patrons, have a price display which is and shall remain at all times visible to the public, and have controls in place to make it equivalent to a non-resettable cash register. PREMIER shall not purchase or install the computerized Point-of-Sale system, including hardware and software,

before obtaining DEPARTMENT'S written approval of the specific hardware and software to be purchased.

- D. **Annual Statement of Gross Receipts and Expenses:**  
PREMIER shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations to SMG and DEPARTMENT as specified in the AGREEMENT, in a form acceptable to DEPARTMENT, on or before April 30th of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by DEPARTMENT or his designee, provided sufficient verification of the need for the extension is provided, as accepted by DEPARTMENT. The charge for late or delinquent Profit and Loss Statements shall be One Hundred Fifty Dollars (\$150.00) per month or part thereof late.

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by PREMIER and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by PREMIER to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, PREMIER shall pay CITY within thirty (30) days after billing any additional revenue-sharing payments disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, PREMIER shall also pay the cost of the audit.

## **SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES**

### **A. Constitutional and Other Limits on PREMIER'S Rights to Exclusivity**

Notwithstanding exclusivity granted to PREMIER by the terms of this Agreement, the City in its discretion may require PREMIER, without any reduction in rent or other valuable consideration to PREMIER, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

### **B. Conformance with Laws:**

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by DEPARTMENT with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over PREMIER'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

**C. Permissions**

Any permission required by the AGREEMENT shall be secured in writing by PREMIER from CITY or DEPARTMENT and any errors or omissions therefrom shall not relieve PREMIER of its obligations to faithfully perform the conditions therein. PREMIER shall immediately comply with any written request or order submitted to it by CITY or DEPARTMENT.

**D. Right of Inspection and Access to Venue**

CITY and the DEPARTMENT, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times. Said access and/or inspections may be made at any time by persons identified to PREMIER as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY:

1. To determine if PREMIER is complying with the terms and conditions of the AGREEMENT.
2. To observe transactions between PREMIER and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of PREMIER'S employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate PREMIER to provide a basis for an action by CITY for the termination, renewal or denial of extensions to the AGREEMENT or for any other appropriate action.

**E. Control of Premises**

CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be

determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by PREMIER.

**F. Business Inclusion Program**

PREMIER agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit I). PREMIER certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. PREMIER shall not change any of these designated sub consultants and subcontractors, nor shall PREMIER reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, PREMIER must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit J) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit K) and certified correct by PREMIER or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

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

1. PREMIER shall, prior to the execution of the Agreement, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that PREMIER estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. PREMIER further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;
  - b. Interview qualified individuals referred by EWDD; and
  - c. Prior to filling any employment opportunity, PREMIER shall inform the DAA of the names of the Referral Resources used, the names of the

individuals they referred, the names of the referred individuals who PREMIER interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by PREMIER relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. PREMIER shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that PREMIER intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of PREMIER'S subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject PREMIER has violated provisions of the FSHO.

#### **H. CEC Form 50**

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit L. Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code 48.02 shall be deemed nonresponsive.

**Bidder Contributions – City Charter Sections 470(c) (12)**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000.00 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

#### **I. CEC Form 55**

CEC Form 55 requires bidders to identify their principals, their subcontractors

performing \$100,000.00 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **SECTION 19. SURRENDER OF POSSESSION**

PREMIER agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by PREMIER or CITY.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and PREMIER. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by PREMIER under the AGREEMENT.

## **SECTION 20. NOTICES**

A. To CITY:

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Partnership and Revenue Branch/Concessions Unit  
P. O. Box 86610  
Los Angeles, California 90086-0610

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

CITY shall provide PREMIER with written notice of any address change within thirty (30) days of the occurrence of said change.

B. To PREMIER:

The execution of any notice to PREMIER by DEPARTMENT shall be as effective for PREMIER as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to PREMIER or to any officer or responsible employee of PREMIER or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

B. Written notices to PREMIER shall be addressed to PREMIER as follows:

SMG d.b.a. Premier Food Services Management Group, Inc.  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: President

With a copy to:

SMG d.b.a. Premier Food Services Management Group, Inc.  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: Counsel

And with a copy to:

SMG d.b.a. Premier Food Services Management Group, Inc.  
Attention: CONCESSION MANAGER  
2700 North Vermont Avenue  
Los Angeles, California 90027

PREMIER shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

## **SECTION 21. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev. 3/09), Excluding PSC-34
- B. Premises Map
- C. Good Food Purchasing Policy Guidelines for Food Service Institutions
- D. Premier's Proposal Plan for Food and Beverage
- E. Premier's Investment Equipment List
- F. Non-Employee Accident or Illness Report
- G. Monthly Remittance Advice Form
- H. Special Occurrence and Loss Report

- I. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- J. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
- K. Final Subcontracting Report form, Schedule C
- L. CEC Form 50
- M. PREMIER/CITY Equipment list breakdown
- N. Food & Beverage Event Sales Report

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K and 13) Exhibit L.

(Signature Page to Follow)

DRAFT

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and PREMIER has executed the same as of the day and year herein below written.

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

BY: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

DATE: \_\_\_\_\_

SMG d.b.a. Premier Food Services Management Group, Inc.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: \_\_\_\_\_  
ANTHONY-PAUL DIAZ  
Deputy City Attorney

DATE: \_\_\_\_\_

Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: \_\_\_\_\_

AGREEMENT Number: \_\_\_\_\_

PREMIER/CITY EQUIPMENT LIST

Equipment Number	TYPE	DESCRIPTION	MAKE	MODEL	SERIAL NUMBER	YEAR	ACTIVITY CODE	STATUS	FACILITY	ASSIGNED TO	ACCT	FUND	WORK ORDER
_610805	Handheld	STANDARD PLATFORM TRUCK; 1200LB.	DAYTON	3BE83	"	'16'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_610806	Handheld	STANDARD PLATFORM TRUCK; 1200LB.	DAYTON	3BE83	"	'16'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_610807	Handheld	STANDARD PLATFORM TRUCK; 1200LB.	DAYTON	3BE83	"	'16'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_610808	Handheld	STANDARD PLATFORM TRUCK; 1200LB.	DAYTON	3BE83	"	'16'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_609938	Appliances	EXHAUST HOOD/ANSUL SYSTEM	GAYLORD	N/A	"	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609947	Appliances	FREZER WALK-IN	RMI	N/A	"	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609948	Appliances	REFRIGERATOR WALK-IN	RMI	N/A	"	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609949	Appliances	EXHAUST HOOD/ANSUL SYSTEM	GAYLORD	N/A	"	"	"	A	7365 GREEK THEATRE	10	10	302	SPMG0500
_609953	Appliances	REFRIGERATOR WALK-IN	N/A	N/A	"	"	'2181'	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609956	Appliances	SINK THREE COMPARTMENT	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609957	Appliances	REFRIGERATOR WORK TOP	RANDELL	9301A	'T00000006371'	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609958	Appliances	REFRIGERATOR WORK TOP	RANDELL	9301A	'T00000006372'	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609962	Appliances	FREZER ICE CREAM	KELVINATOR	B553	'WB832938350'	"	'2181'	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609963	Appliances	REFRIGERATOR WALK-IN	RMI	N/A	"	"	'2181'	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609967	Appliances	EXHAUST HOOD/ANSUL SYSTEM	GAYLORD	N/A	"	"	'2181'	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_609968	Appliances	OVEN CONVECTION	MONTAGUE	N/A	"	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_610118	Appliances	VACCUUM UPRIGHT	SANITAIRE	SC5845B	'SU111523012300'	'15'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_610126	Appliances	VACCUUM UPRIGHT	SANITAIRE	SC5845B	'SU111523012199'	'15'	'2181'	A	GREEK THEATRE	602	602	302	RAPX0610
_610301	Appliances	REFRIGERATOR 18 CF	KENMORE	25360412411	'BA53620234'	'15'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_610321	Appliances	MICROWAVE	KENMORE	405.7316231	'15055001749'	'15'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_610384	Appliances	REFRIGERATOR 25 CF	KENMORE	106.5172941	'HR54507271'	'16'	"	A	7365 GREEK THEATRE	602	602	302	RAPX0610
_610388	Appliances	REFRIGERATOR WALK IN	THERMALRIT	N/A	"	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_610389	Appliances	ICE MACHINE	MCCANN'S ENG MERC	16-1321	'44610'	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_610392	Appliances	HOT FOOD WARMER DISPLAY CASE	SAVORY	1220-3-4P	'HM1065519CW'	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_610393	Appliances	POPCORN MACHINE TWO DRAWER FREESTANDING	GOLD MEDAL	2025ST	'CWST00424'	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_610394	Appliances	WARMER TWO DRAWER FREESTANDING	WELLS MFG	RWN2	'QH1060'	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500
_610395	Appliances	WARMER	WELLS MFG	RWN2	'QH1064'	"	"	A	7365 GREEK THEATRE	602	602	302	SPMG0500

ATTACHMENT 2  
EXHIBIT M

PREMIER/CITY EQUIPMENT LIST

_610396	TWO DRAWER FREESTANDING Appliances WARMER	WELLS MFG	RWN2	'QH1065'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610397	TWO DRAWER FREESTANDING Appliances WARMER	WELLS MFG	RWN2	'QH1059'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610399	Appliances REFRIGERATOR	TRUE MERC	TUC-48	'1-3728560'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610401	Appliances HOT FOOD WARMER DISPLAY CASE	SAVORY	1220-3-4P	'HM1065521CW'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610402	TWO DRAWER FREESTANDING Appliances WARMER	WELLS MFG	RWN2	'QH1062'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610403	Appliances REFRIGERATOR	TRUE	TR1R-1S	'1-3782874'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610404	REFRIGERATED SANDWICH/SALAD Appliances PREP TABLE	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610405	Appliances ICE STORAGE BIN	FOLLETT	SG1475S-60	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610407	Appliances ICE STORAGE BIN	FOLLETT	SG1475S-60	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610408	Appliances REFRIGERATOR	TRUE	TWT-67	'1-3773557'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610409	Appliances FRYER	PITCO	440-908	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610410	Appliances FREEZER UPRIGHT	TRUE	TR-31F	'1-2916517'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610411	Appliances OVEN WITH FRY TOP	MONTAGUE	LEGEND	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610412	Appliances OVEN WITH GRILL	MONTAGUE	LEGEND	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610413	Appliances REFRIGERATOR	TRUE	TWT-67	'1-3773556'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610414	Appliances CART BEVERAGE	KEVRY	30060-1	'30060-1'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610416	Appliances CONVECTION STEAMER	CLEVELAND	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610417	Appliances REFRIGERATOR	TRUE	TR1R-1S	'1-3782856'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610421	TWO DRAWER FREESTANDING Appliances WARMER	WELLS MFG MCCANN'S	RWN-2	'QP2385'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610424	Appliances ICE CHEST	MFG IMI	16-1321	'35029'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610425	Appliances ICE CHEST	CORNELIUS IMI	C2123 DI 9CR	'6300343KB034'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610426	Appliances ICE CHEST	CORNELIUS MCCANN'S	C2123 DI 9CR	'6300411KB055'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610431	Appliances ICE CHEST	MFG	16-1337	'44609'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610433	Appliances REFRIGERATOR	TRUE	TUC-48	'1-3728561'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610437	Appliances REFRIGERATOR	TRUE	TUC-48	'1-3728526'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610443	Appliances ICE CHEST	PERLICK	OGDEN	'OS-49835'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610450	Appliances REFRIGERATOR	TRUE	TUC-48	'1-3728516'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610451	Appliances REFRIGERATOR	TRUE	TUC-48	'1-3728509'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610459	Appliances FREEZER UPRIGHT	TRUE	TR-31F	'1-2916508'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610460	Appliances REFRIGERATOR	TRUE	TUC-48	'1-3728558'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610462	Appliances REFRIGERATOR	TRUE	TUC-48	'1-3728515'	"	"	A	7365 GREEK THEATRE	302	SPMG0500



ATTACHMENT 2  
EXHIBIT M

PREMIER/CITY EQUIPMENT LIST

Item ID	Description	Manufacturer	Model/Serial	Year	Location	Quantity	SPMG Code
_611185	Appliances ICE MACHINE	SCOTSMAN ICE	C0530MA-1D '15111320011336'	'16'	"	A	7365 GREEK THEATRE 57T SPMG0500
_611186	Appliances ICE MACHINE	SCOTSMAN ICE	C1448MA-32D '16011320012842'	'16'	"	A	7365 GREEK THEATRE 57T SPMG0500
_611187	Appliances ICE STORAGE BIN	SCOTSMAN ICE	B530S '15101320015776'	'16'	"	A	7365 GREEK THEATRE 57T SPMG0500
_611188	Appliances ICE STORAGE BIN	SCOTSMAN ICE	B948S '15111320011886'	'16'	"	A	7365 GREEK THEATRE 57T SPMG0500
_611189	Appliances HEATED TRANSPORT CART	CARTER-HOFFMANN	FH-80 '184427-27080-001'	'16'	"	A	7365 GREEK THEATRE 57T SPMG0500
_611190	Appliances HEATED TRANSPORT CART	HOFFMANN	FH-80 '217202-27080-001'	'16'	"	A	7365 GREEK THEATRE 57T SPMG0500
_611192	Appliances STOVE	KENMORE	79093009312 'VF54746889'	'16'	"	A	7365 GREEK THEATRE 602 RXPX0610
_610995	Misc FLATBED	ULINE	E-98-Q-3060-RTE	"	"	A	7365 GREEK THEATRE 57T SPMG0500
_610383	Misc SAFE	SEC	DST2014	"	"	A	7365 GREEK THEATRE 57T SPMG0500
_610390	Misc CART SUPPORT	KEVRY CORP	N/A '30060-38'	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610391	Misc COUNTER STAINLESS STEEL	N/A	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610398	Misc COUNTER STAINLESS STEEL	N/A	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610400	Misc POPCORN MACHINE	GOLD MEDAL	2025ST	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610415	Misc COUNTER STAINLESS STEEL	N/A	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610418	Misc COUNTER STAINLESS STEEL W/ SINK	N/A	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610419	Misc CART BEVERAGE	KEVRY	30060-5	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610420	Misc CART BEVERAGE	KEVRY	30060-7	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610422	Misc COUNTER STAINLESS STEEL	N/A	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610423	Misc STAND STAINLESS STEEL	CLEVELAND RANGE	E521301	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610427	Misc COUNTER STAINLESS STEEL	N/A	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610428	Misc ICE CHEST W/ SINK	PERLUCK	'OS-49831'	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610429	Misc ICE CHEST W/ SINK	PERLUCK	'OS-49834'	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610430	Misc WARMER	WELLS	RWN-2 'DP2387'	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610432	Misc MARGARITA MACHINE	IGLOO	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610434	Misc SOFT PRETZEL WARMER DISPLAY	BAVARIAN BAKERY	J850C '11021-22048'	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610435	Misc COUNTER STAINLESS STEEL	N/A	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610436	Misc HOT FOOD WARMER DISPLAY CASE	MERCO	"	"	"	A	7365 GREEK THEATRE 302 SPMG0500
_610438	Misc ICE TEA MACHINE	SAVORY GOLD PEAK	1220-3-4P 'HM1065520CW'	"	"	A	7365 GREEK THEATRE 302 SPMG0500
			45737 'ZAB411780'	"	"	A	7365 GREEK THEATRE 302 SPMG0500

ATTACHMENT 2  
EXHIBIT M

PREMIER/CITY EQUIPMENT LIST

_610439	Misc	TWO DRAWER FREESTANDING WARMER	WELLS	RWN-2	'DP2390'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610440	Misc	HOT CHOCOLATE MACHINE	BUNN	FMD-1	'FMD0116382'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610441	Misc	STAND STAINLESS STEEL	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610442	Misc	SINK	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610444	Misc	ICE CHEST W/ SINK	PERLICK	OGDEN	'OS-49837'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610445	Misc	ICE CHEST	PERLICK	OGDEN	'OS-49832'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610446	Misc	POPCORN MACHINE	GOLD MEDAL BAVARIAN	2025ST	'CWST-00407'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610447	Misc	SOFT PRETZEL WARMER DISPLAY TWO DRAWER FREESTANDING	BAKERY	JH850D	'11021-22796'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610448	Misc	WARMER	WELLS	RWN2	'QH1061'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610449	Misc	COUNTER STAINLESS STEEL	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610452	Misc	TWO DRAWER FREESTANDING WARMER	WELLS	RWN-2	'DP2389'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610453	Misc	TWO DRAWER FREESTANDING WARMER	WELLS MERCO	RWN-2	'DP2308'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610454	Misc	HOT FOOD WARMER DISPLAY CASE	SAVORY	1220-3-4P	'HM1065523CW'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610455	Misc	HOT CHOCOLATE MACHINE	CURTIS	SCHC-1D-10-02	'10061055'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610456	Misc	TWO DRAWER FREESTANDING WARMER	WELLS	RWN-2	'DP2383'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610457	Misc	TWO DRAWER FREESTANDING WARMER	WELLS	RWN-2	'DP2386'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610458	Misc	COUNTER STAINLESS STEEL	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610468	Misc	COUNTER STAINLESS STEEL	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610472	Misc	COUNTER STAINLESS STEEL	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610475	Misc	TWO DRAWER FREESTANDING WARMER	WELLS MFG	RWN2	'QH1605'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610477	Misc	COUNTER STAINLESS STEEL	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610479	Misc	COUNTER STAINLESS STEEL W/ SINK	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610480	Misc	STAGE CURTAINS BLACK	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610497	Misc	ALL PURPOSE COUNTER	DELFIELD	KC-50-NU	'0403036001361M'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610498	Misc	COUNTER STAINLESS STEEL	DELFIELD	KC-28-NU	'0403036001359M'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610499	Misc	ALL PURPOSE COUNTER	DELFIELD	KC-28-NU	'0403036001357M'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610500	Misc	COLD PAN COUNTER	DELFIELD	KCSC-60-EF	'0403036001358M'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610501	Misc	HEATED SERVING COUNTER	DELFIELD ADVANCE	KH-4-NU	'0403036001360M'	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610503	Misc	CABINET STAINLESS STEEL	TABCO	N/A	'WCH-15-60'	"	"	A	7365 GREEK THEATRE	57T	SPMG0500



PREMIER/CITY EQUIPMENT LIST

_610821	Misc	HAND CART	RUBBERMAID	FG44361081A	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611039	Misc	STEEL HAND TRUCK	ULINE	H-1542	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611072	Misc	PALLET TRUCK	ULINE	H-1043	'241013'	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611074	Misc	STEEL HAND TRUCK	ULINE	H-1542	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611077	Misc	PALLET TRUCK	ULINE	H-1043	'241065'	"	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611078	Misc	STEEL HAND TRUCK	ULINE	H-1542	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611079	Misc	STEEL HAND TRUCK	ULINE	H-1542	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611088	Misc	STEEL HAND TRUCK	ULINE	H-1542	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611090	Misc	STEEL HAND TRUCK	ULINE	H-1542	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611091	Misc	FLATBED	ULINE	E-98-Q-3060-RTE	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611097	Misc	FLATBED	ULINE	E-98-Q-3060-RTE	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611098	Misc	PALLET TRUCK	ULINE	H-1043	'235871'	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611099	Misc	SAFE	SECURAM	A32291	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_611191	Misc	DINING TABLES	CORT	1007536161	"	'16'	"	A	7365 GREEK THEATRE	57T	SPMG0500
_609936	Others	SINK THREE COMPARTMENT	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609937	Others	RACK POT & PAN	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609939	Others	BEER TOWERS	MULTIPLY	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609940	Others	SINK HAND	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609941	Others	SINK HAND	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609942	Others	BEER TOWERS	MULTIPLY	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609943	Others	SINK THREE COMPARTMENT	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609944	Others	RACK POT & PAN	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609945	Others	SINK HAND	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609946	Others	SINK HAND	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609954	Others	BEER TOWERS	MULTIPLY	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609955	Others	SINK HAND	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609959	Others	BEER TOWERS	MULTIPLY	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609960	Others	SINK MOP	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_609961	Others	SINK HAND	ADVANCE	'OS-51991'	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500
_610512	Others	SINK HAND	N/A	N/A	"	"	"	A	7365 GREEK THEATRE	302	SPMG0500

**The Greek Theatre  
Food and Beverage Sales Report  
By Event**

Event Name: \_\_\_\_\_  
Event Date(s): \_\_\_\_\_  
Event Type: \_\_\_\_\_

Gross F&B Sales: \_\_\_\_\_  
Attendance: \_\_\_\_\_  
F&B Per Cap: \_\_\_\_\_

Group Sales: \_\_\_\_\_  
Catering Sales: \_\_\_\_\_

Gross GT Merch: \_\_\_\_\_  
Net GT Merch: \_\_\_\_\_  
Merch Per Cap: \_\_\_\_\_

Gross Artists Merch: \_\_\_\_\_  
Merch Per Cap: \_\_\_\_\_

By Sales Category:  
Liquor \_\_\_\_\_  
Beer \_\_\_\_\_  
Wine \_\_\_\_\_  
Food \_\_\_\_\_  
Non-Alcohol \_\_\_\_\_  
Total F&B Sales \_\_\_\_\_

% Sales by Major Category:  
Alcohol \_\_\_\_\_  
Food \_\_\_\_\_  
Non-Alcohol \_\_\_\_\_

Comments:

11/2/2016

**BOARD REPORT**

NO. 16-243

DATE December 14, 2016

C.D. \_\_\_\_\_

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TRANSFER OF APPROPRIATIONS WITHIN FUND 302 IN THE DEPARTMENT OF RECREATION AND PARKS FOR BUDGETARY ADJUSTMENTS

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

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\*N. Williams NRW

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1. Subject to approval by the Mayor, authorize the transfers of appropriations within Recreation and Parks Fund 302, as follows:

FROM:

Fund 302/88, Account 1010 – Salaries, General \$3,020,000.00

TO:

Fund 302/88, Account 1070 – Salaries, As Needed	\$1,250,000.00
Fund 302/88, Account 1090 – Salaries, Overtime	300,000.00
Fund 302/88, Account 1100 – Salaries, Hiring Hall	700,000.00
Fund 302/88, Account 1120 – Fringe Benefits, Hiring Hall	400,000.00
Fund 302/88, Account 8304 – Refuse Collection Services	<u>370,000.00</u>
	<b>\$3,020,000.00</b>

- 2. Authorize the General Manager, or Designee, to make technical corrections as necessary to carry out the intent of the transfers as stated in the Summary of this Report.

## BOARD REPORT

PG. 2

NO. 16-243

### SUMMARY

The Department of Recreation and Parks (RAP) anticipates additional appropriations needed in Salaries, As-Needed (Account 1070), Salaries, Overtime (Account 1090), Salaries, Hiring Hall (Account 1100), and Fringe Benefits, Hiring Hall (Account 1120) due to shortage of full-time employees, fire watches, extreme weather, as well as other unexpected program and event needs. Although RAP has been working hard and aggressively to hire critically needed full-time employees, the shortage in full-time personnel persists as a result of retirements, transfers, promotions, etc. Since Fiscal Year 2015-16, RAP has hired approximately 170 full-time employees but gained only a net increase of 38 as of October 2016.

Therefore, RAP requests additional appropriations to cover the shortages in the following labor accounts. The funding is made available from the projected savings in Salaries, General (Account 1010) mostly due to the underfill of full-time positions.

- Salaries, As-Needed (Account 1070) - \$1,250,000.00
- Salaries, Overtime (Account 1090) - \$300,000.00
- Salaries, Hiring Hall (Account 1100) - \$700,000.00
- Fringe Benefits, Hiring Hall (Account 1120) - \$400,000.000

Additional appropriation in the amount of Three Hundred Seventy Thousand Dollars (\$370,000.00) in Refuse Collection Services (Account 8304) is needed to cover the costs in the current Fiscal Year and the carryover costs from prior year due to the rate increases by the Bureau of Sanitation.

The abovementioned appropriations will be needed to cover anticipated costs through the end of the current Fiscal Year.

### FISCAL IMPACT STATEMENT

This transfer between accounts is for budgetary adjustments and has a net zero impact on RAP's General Fund.

This report was prepared by Noel Williams, Chief Financial Officer, Finance Division.

**REPORT OF GENERAL MANAGER**

NO. 16-244

DATE December 14, 2016

C.D. 2, 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: LOS ANGELES RIVERFRONT PARK – PHASE II (W.O. #E170406F) PROJECT; 109<sup>TH</sup> STREET POOL AND BATHHOUSE REPLACEMENT (PRJ1501P) (W.O. #E1906494) PROJECT; — REQUESTS FOR PARTIAL RELEASE OF CONTRACT PAYMENT ON CONSTRUCTION CONTRACTS NO. 3385 AND NO. 3462

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

Ramon Barajas for  
General Manager

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

RECOMMENDATIONS

1. Direct the Department of Recreation and Parks' (RAP) Chief Accounting Employee to release One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) of the amount withheld on Construction Contract No. 3385 with Simgel Company, Inc. (Simgel), in accordance with the Request for Partial Release of Contract Payment dated November 7, 2016 from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC), herein included as Attachment 1, for the Los Angeles Riverfront Park – Phase II (W.O. #E170406F) Project; and,
2. Direct the RAP Chief Accounting Employee to release Two Hundred Ninety-Eight Thousand, Nine Hundred Sixty-Six Dollars and Fifty-Two Cents (\$298,966.52) of the amount withheld on Construction Contract No. 3462 with Simgel, in accordance with the Request for Partial Release of Contract Payment(s) dated November 7, 2016 from OCC, herein included as Attachment 2, for the 109<sup>th</sup> Street Pool and Bathhouse Replacement (PRJ1501P) (W.O. #E1906494) Project.

SUMMARY

Contract No. 3385 – Los Angeles Riverfront Park – Phase II Project

On April 20, 2016, the Board of Recreation and Park Commissioners (Board) approved the withholding of \$615,878.88 on Construction Contract No. 3385 pursuant to OCC's Directive to Withhold Contract Payments dated November 3, 2015, which represented restitution and penalties incurred by Simgel for the underpayment of prevailing wages and other violations. The Board also approved the release of \$115,700.00 of the amount withheld on April 20, 2016 pursuant to OCC's Request for Partial Release of Contract Payment(s) dated January 28, 2016 (Report No. 16-096).

## BOARD REPORT

PG. 2 NO. 16-244

On May 18, 2016, the Board approved a subsequent request from OCC to decrease the amount withheld to \$487,512.60 pursuant to the Revised Request to Withhold Contract Payments dated April 15, 2016 (Report No. 16-124). On September 9, 2016, the Board approved an request from OCC to decrease the amount withheld to \$357,455.55 pursuant to the Request for Partial Release of Contract Payment dated August 23, 2016 (Report No. 16-198).

On October 19, 2016, The Board approved a subsequent request from OCC for the Partial Release of Contract Payment(s) dated October 7, 2016 for an additional One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00), leaving a balance of Two Hundred Thirty-Two Thousand, Four Hundred Fifty-Five Dollars and Fifty-Five Cents (\$232,455.55) for Contract No. 3385 (Report No. 16-222).

RAP is in receipt of a Request for Partial Release of Contract Payment dated November 7, 2016 from OCC (Attachment 1) to release an additional One Hundred Twenty-Five Thousand Dollars and no Cents (\$125,000.00) of the amount withheld, leaving a balance of One Hundred Seven Thousand, Four Hundred Fifty-Five Dollars and Fifty-Five Cents (\$107,455.55) for Contract No. 3385

### Contract No. 3462 – 109<sup>th</sup> Street Pool and Bathhouse Replacement Project

On April 20, 2016, the Board approved the withholding of \$332,327.16 on Construction Contract No. 3462, pursuant to OCC's Directive to Withhold Contract Payments dated November 3, 2015, which represented restitution and penalties incurred by Simgel for underpayment of prevailing wages and other violations (Report No. 16-097). On May 18, 2016, the Board approved a subsequent request from OCC to increase the amount withheld to \$749,995.92 pursuant to the Request to Withhold Contract Payments dated April 11, 2016 due to the underpayment of prevailing wages and other violations (Report No. 16-123). On September 9, 2016, the Board approved two additional requests from OCC to decrease the amount withheld: the Request to Release Contract Payments dated August 4, 2016 reduced the amount withheld to \$548,966.52; and the Request for Partial Release of Contract Payment(s) dated August 17, 2016 further reduced the amount withheld to \$423,966.52 (Report No. 16-197).

On October 19, 2016, The Board approved a subsequent request from OCC for the Partial Release of Contract Payment(s) dated October 7, 2016 from OCC (Attachment 2) to partially release an additional One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) of the amount withheld, leaving a balance of Two Hundred Ninety-Eight Thousand, Nine Hundred Sixty-Six Dollars and Fifty-Two Cents (\$298,966.52) for Contract No. 3462 (Report No. 16-222).

RAP is in receipt of a Request for Partial Release of Contract Payment(s) dated November 7, 2016 from OCC (Attachment 2) to release the remaining balance withheld, Two Hundred Ninety-Eight Thousand, Nine Hundred Sixty-Six Dollars and Fifty-Two Cents (\$298,966.52) for Contract No. 3462.

BOARD REPORT

PG. 3 NO. 16-244

FISCAL IMPACT STATEMENT:

Acceptance of the Requests to Partially Release Contract Payment has no impact on RAP's General Fund.

This Report was prepared by Iris Davis, Commission Executive Assistant I, Board Office.

LIST OF ATTACHMENTS

- 1) Request for Partial Release of Contract Payment for Contract No. 3385
- 2) Request for Partial Release of Contract Payment(s) for Contract No. 3462

Date: November 7, 2016 OCC File No: R13-001

To: Armando X. Bencomo  
Commission Executive Asst. II  
Dept. of Recreation & Parks  
Mail Stop # 625/15

From: Hannah Choi, Program Manager  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
by Jacqueline Basuel  
Management Analyst II



Subject: **REQUEST FOR PARTIAL RELEASE OF CONTRACT PAYMENT**

**LOS ANGELES RIVERFRONT PARK PHASE II**

**E170406F**

**Prime Contractor: Simgel Company, Inc.**

Please release **\$125,000.00** of the amount withheld by the Office of Contract Compliance (OCC) of **\$232,455.55** from the contract payments on the above listed project. This release will reduce the amount being withheld by the OCC for prevailing wage violations to **\$107,455.55**

Listed below is the Summary of Withhold Requests on this project to date:

Date Withhold Requested	Date Release Requested	Contractor	Amount
04/15/16		Simgel Co., Inc.	\$ 487,512.60
	08/22/16	Simgel Co., Inc.	(\$ 66,692.05)
	08/22/16	Simgel Co., Inc.	(\$ 63,365.00)
08/23/16		Simgel Co., Inc.	\$ 357,455.55
	10/07/16	Simgel Co., Inc.	(\$ 125,000.00)
10/07/16		Simgel Co., Inc.	\$ 232,455.55
	11/07/16	Simgel Co., Inc.	(\$ 125,000.00)
<b>Total Amount Withheld</b>			<b>\$ 107,455.55</b>

If you have any questions regarding this matter, please contact Jacqueline Basuel at (213) 847 - 2661 .

cc: jb/chrono/file

Seffy Wiles, BCA Principal Construction Inspector

Jaime Contreras, BOE Project Manager  
Mail Stop # 549

Misak Hovsepian, PWB Sr. Accountant I  
Mail Stop #477

Date: November 7, 2016 OCC File No: P13-365

To: Armando X. Bencomo  
Commission Executive Asst. II  
Dept. of Recreation & Parks  
Mail Stop # 625/15

From: Hannah Choi, Program Manager   
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
by Jacqueline Basuel  
Management Analyst II

Subject: **REQUEST FOR PARTIAL RELEASE OF CONTRACT PAYMENT(S)**

**109<sup>TH</sup> STREET POOL AND BATHHOUSE REPLACEMENT****E1906494****Prime Contractor: Singel Company, Inc.**

Please release **\$298,966.52** of the amount withheld by the Office of Contract Compliance (OCC) of **\$298,966.52** from the contract payments on the above listed project. This release will reduce the amount being withheld by the OCC for prevailing wage violations to **\$0.00**.

Listed below is the Summary of Withhold Requests on this project to date:

Date Withhold Requested	Date Release Requested	Contractor	Amount
04/11/16		Singel Co., Inc.	\$ 749,995.92
	08/04/16	Singel Co., Inc.	(\$ 201,029.40)
08/04/16		Singel Co., Inc.	\$ 548,966.52
	08/17/16	Singel Co., Inc.	(\$ 125,000.00)
08/17/16		Singel Co., Inc.	\$ 423,966.52
	10/07/16	Singel Co., Inc.	(\$ 125,000.00)
10/07/16		Singel Co., Inc.	\$ 298,966.52
	11/07/16	Singel Co., Inc.	(\$ 298,966.52)
<b>Total Amount Withheld</b>			<b>\$ 0.00</b>

If you have any questions regarding this matter, please contact Jacqueline Basuel at (213) 847-2661.

cc: jb/chrono/file

Frank Rinaldi, BCA Principal Construction Inspector

Iris Davis, RAP Commission Exec Asst I  
Mail Stop #625/15

**BOARD REPORT**

NO. 16-245

DATE December 14, 2016

C.D. 3

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WOODLAND HILLS RECREATION CENTER – PARK RENOVATIONS (PRJ20090) (W.O. #E1907454F) PROJECT – ACCEPTANCE OF STOP PAYMENT NOTICE AND ACCEPTANCE OF RELEASE OF STOP NOTICE BOND TO MONEY WITHHELD ON STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3515

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

*Ramon Barajas for*  
General Manager

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

RECOMMENDATIONS

1. Direct staff to withhold the amounts claimed in the following Stop Payment Notice, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available;
2. Accept the Release of Stop Notice Bond on money withheld on Stop Payment Notice, filed by Royal Construction Corporation, general contractor for Woodland Hills Recreation Center – Park Renovations (PRJ20090) (W.O. #E1907454f) Project; and,
3. Direct the Board Secretary to notify the contractor, surety, and other appropriate parties that the Stop Notice was accepted, and that the Release of Stop Notice Bond on money withheld was also accepted.

STOP PAYMENT NOTICE

The Department of Recreation and Parks (RAP) is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Sections 8520, 8530, and 9350, on the following contract, dated October 25, 2016:

Contract 3515      CD 3

Woodland Hills Recreation Center – Park Renovations (PRJ#20090) (W.O. #E1907454F) Project  
Construction Status: Construction

General Contractor:	Royal Construction Corporation
Claimant:	Armstrong & Aceves Company, Inc.
Amount:	\$251,419.40

Project Impact: none

BOARD REPORT

PG. 2 NO. 16-245

RELEASE OF STOP NOTICE BOND ON MONEY WITHHELD ON STOP PAYMENT NOTICE

On November 9, 2016, RAP received the following Release of Stop Notice Bond on money withheld on Stop Payment Notice filed by Royal Construction Corporation, which releases the Board from any and all liability for withholding funds from the general contractors or the sureties:

Contract 3515          CD 3

Woodland Hills Recreation Center – Park Renovations (PRJ20090) (W.O. #E1907454F)  
Project

General Contractor:	Royal Construction Corporation	Surety:	The Guarantee Company of North America USA
Stop Notice Claimant:	Armstrong & Aceves Company, Inc.	Amount of Bond:	\$314,274.25

Construction Status: Construction

Project Impact: none

The Bond was filed in accordance with California Civil Code Section 9364, which states, (a) A public entity may, in its discretion, permit the direct contractor to give the public entity a release bond. The bond shall be executed by an admitted surety insurer, in an amount equal to 125 percent of the claim stated in the stop payment notice, conditioned for the payment of any amount the claimant recovers in an action on the claim, together with court costs if the claimant prevails, and b) On receipt of a release bond, the public entity shall not withhold funds from the direct contractor pursuant to the stop payment notice.

FISCAL IMPACT STATEMENT

Acceptance of the Stop Payment Notice and the Release of Stop Notice Bond on money withheld on Stop Payment Notice has no impact on the RAP's General Fund, as monies were previously appropriated for this project.

This Report was prepared by Iris Davis, Commission Executive Assistant I, Board Office.

ATTACHMENTS

1. Stop Payment Notice
2. Release of Stop Notice Bond

3515

**STOP PAYMENT NOTICE**

**LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS**  
(Public or Private Work of Improvement)  
(Per California Civil Code Section 8520, 8530 & 9350)

To: City of Los Angeles Department of Parks and Recreation  
(Name of owner, public entity or construction lender)  
221 N Figueroa Street Suite 350  
(Address, if directed to a bank use address of branch holding fund)  
Los Angeles, CA 90012  
(if directed to public entity, to the department or officer whose duty it is to make payments)

Project: Woodland Hills Recreation Center  
(Name)  
Park Renovation W.O. E1907454 Contract 3515  
(Street Address or Legal Description)  
5858 N. Shoup Ave., Woodland Hills, CA 91367

Name and address of the Project Owner (or reputed owner): City of Los Angeles Department of Parks and Recreation  
221 N Figueroa Street Suite 350, Los Angeles, CA 90012  
Name and address of the Direct Contractor: Royal Construction Corporation  
11680 Goldring Road, Arcadia, CA 91006  
Name and address of the Construction Lender (if any): \_\_\_\_\_

TAKE NOTICE THAT Armstrong & Aceves Company, Inc. (Claimant)  
(Legal name of the person or firm claiming the stop payment notice)  
whose address is 3299 Horseless Carriage Dr. Suite H, Norco, CA 92860  
(Address of person or firm claiming stop notice)

has performed labor and furnished materials for a work of improvement described above as Project. The relationship of the Claimant to the other parties is: Sub-Contractor

The work furnished by claimant is: Roofing and Sheet Metal Work  
(generally describe labor, service, equipment, or material furnished or agreed to be furnished by claimant)

The labor and materials were furnished at the request of the following party: Royal Construction Corporation

Total value of the whole amount of labor and materials agreed to be furnished is ..... \$ 466,976.00  
The value of the labor and materials furnished to date is: 10/31/16 ..... \$ 434,226.00  
Claimant has been paid the sum of: ..... \$ 182,806.60  
and there is due, owing and unpaid the sum of: ..... \$ 251,419.40

You are required to set aside sufficient funds to satisfy this claim as provided by law. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands.

Dated 11/08/16

NAME: Armstrong & Aceves Company, Inc.  
(Name of stop notice claimant)

By: [Signature]  
(Owner or agent of stop notice claimant must sign here and verify below)

Authorized Capacity: Project Accountant

**VERIFICATION**  
I, the undersigned, state: I am the Project Accountant of the claimant named in the foregoing Stop Notice; I have read said Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Executed on November 8, 2016, at Norco, California.  
By: [Signature]  
(Date this document was signed) (name of city where stop notice signed) (personal signature of the individual who is swearing that the contents of the stop notice are true)

ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

RELEASE OF STOP NOTICE BOND  
(Public Works)

BOND NO: SU1142534  
\$ 4,387.00 premium is for  
a term of (1) ONE year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, ROYAL CONSTRUCTION CORPORATION, as Principal,  
and THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and doing business  
under and by virtue of the laws of the State of MICHIGAN and duly licensed to conduct  
a general surety business in the State of California as Surety, are held and firmly bound unto  
CITY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

as Oblige, in the sum of FOUR HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED NO/100

(\$ 438,700.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs,  
executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been  
furnished labor and/or materials by ARMSTRONG & ACEVES COMPANY, INC.

against which there is still unpaid the sum of THREE HUNDRED FIFTY THOUSAND NINE HUNDRED SIXTY NO/100

(\$ 350,990.00) Dollars, in connection with construction of SUBCONTRACTOR - ROOFING AND SHEET METAL  
AT WOODLAND HILLS RECREATION CENTER - 5858 N. SHOUP AVE. WOODLAND HILLS, CA 91367

WHEREAS, ARMSTRONG ACEVES COMPANY, INC., claimant, has filed a verified claim  
and Stop Notice covering labor and/or materials, and has requested said Oblige to withhold funds and whereas said

Principal desires to have funds released, said Principal is required to file an undertaking in the sum of FOUR  
HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED NO/100

(\$ 438,700.00) Dollars, being one and one quarter (1¼) times the amount of the said claim as required  
under Section 9364, of the Civil Code of the State of California.

NOW, THEREFORE, the condition of this obligation is such, that if the Claimant in this matter shall receive  
judgement in any action brought on said claim, the Principal shall pay said judgement and costs to Claimant, in  
an amount not exceeding the sum specified in this undertaking, then this obligation shall be null and void; otherwise  
to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the  
name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at

SAN FRANCISCO, California, this 3RD day of NOVEMBER, 2016  
YEAR

ROYAL CONSTRUCTION CORPORATION  
Principal

THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Surety

By: [Signature] HANSON HD

By: [Signature]  
KEVIN E. CHAMBERS Attorney-in-Fact

ISSUED IN THREE (3) ORIGINAL COUNTERPARTS

## BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: SU1142534

Principal: ROYAL CONSTRUCTION CORPORATION

Obligee: CITY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

Surety: THE GUARANTEE COMPANY OF NORTH AMERICA USA

Effective NOVEMBER 9TH

, 20 16 , it is agreed that:

THE BOND AMOUNT HAS DECREASED FROM FOUR HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED NO/100 (\$438,700.00) TO THE REVISED AMOUNT OF THREE HUNDRED FOURTEEN THOUSAND TWO HUNDRED SEVENTY FOUR 25/100(\$314,274.25).

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 29TH day of NOVEMBER, 2016

Principal: ROYAL CONSTRUCTION CORPORATION

By: HANSON HO, PRESIDENT

Surety: THE GUARANTEE COMPANY OF NORTH AMERICA USA

KEVIN E. CHAMBERS Attorney-in-Fact

PRODUCER: PHILIP E. VEGA  
534 E. BADILLO ST.  
COVINA, CA 91723

**BOARD REPORT**

NO. 16-246

DATE December 14, 2016

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: PROPOSITION 40 YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM – CONCEPTUAL APPROVAL OF PROPOSED PROJECTS AND CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO ARTICLE III SECTION 1 CLASS 3(6) AND CLASS 11(3)

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

*Ramon Barajas for*  
 \_\_\_\_\_  
 General Manager

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

RECOMMENDATIONS

1. Approve the conceptual plans for the proposed Proposition 40 Youth Soccer and Recreation Development Program application projects (Projects), herein included as Attachments 1 through 16, as described in the Summary of this Report;
2. Find that the actions taken by the Board herein are categorically exempt from the California Environmental Quality Act (CEQA), and direct Staff to file a Notice of Exemption for each Project; and,
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Board Report, and prepare a check for \$1,200.00 to the Los Angeles County Clerk for the filing of 16 (sixteen) Notices of Exemption.

SUMMARY

In March 2016, the California Department of Parks and Recreation released the Proposition 40 Youth Soccer and Recreation Development Program Notice of Funding Availability advising that approximately Sixteen Million to Twenty-Three Million Dollars (\$16,000,000.00 to \$23,000,000.00) were available to fund new and rehabilitated youth soccer, baseball, softball, and basketball recreation facilities located within density populated, low-income, high crime areas. Grant applications were due by November 1, 2016. If awarded, the grant performance period will be July 1, 2017 through June 30, 2025, to complete construction, close grant, and open the improved facility to the public.

## BOARD REPORT

PG. 2 NO. 16-246

Developed through Council Office recommendations, facility conditions, needs assessments, and water conservation considerations, Grants Administration Branch staff presented the proposed Proposition 40 Youth Soccer project list to the Board of Recreation and Park Commissioners (Board) for consideration. At its meeting on October 4, 2016 the Board approved the submission of grant applications for the proposed Projects (Report No. 16-217).

As a requirement of the grant application, each Project needs to complete the environmental review process within sixty (60) days of the grant application deadline. The following are the conceptual project descriptions and the environmental determination in compliance with the California Environmental Quality Act (CEQA) for each Project:

### ELYSIAN PARK – SOLANO CANYON - COUNCIL DISTRICT 1

#### Project Description

Elysian Park is located at 929 Academy Road, Los Angeles, California 90012, in RAP's Metro Region. Solano Canyon is located within Elysian Park, between Solano Canyon Drive and Park Row Drive.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new, youth-size, synthetic multi-purpose field. Additional related amenities include a new chain link backstop, new dugouts with players' benches, new perimeter chain link fencing and gates, a path from street parking to the new synthetic field and to the restroom, and upgrades to the existing restroom facility. Additional required work includes the demolition of the existing chain link backstop.

### MONTECITO HEIGHTS RECREATION CENTER - COUNCIL DISTRICT 1

#### Project Description

Montecito Heights Recreation Center is located at 4545 Homer Street, Los Angeles, California 90031, in RAP's Metro Region, adjacent to the Arroyo Seco Bike Path.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new, full-size, synthetic soccer field. Additional related amenities include new perimeter chain link fencing and gates, a path from the parking lot to the restroom and to the new synthetic soccer field, upgrades to the existing restroom facility, and upgrade to the existing parking lot.

## BOARD REPORT

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### WHITSETT SOCCER COMPLEX - COUNCIL DISTRICT 2

#### Project Description

Whitsett Soccer Complex is located at 7000 Whitsett Avenue, North Hollywood, California 91606, in RAP's Valley Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new, youth size, synthetic soccer field. Additional related amenities include new chain-link perimeter fence and gates, and a path from parking lot to the field and from the field to the existing restrooms.

### WINNETKA RECREATION CENTER - COUNCIL DISTRICT 3

#### Project Description

Winnetka Recreation Center is located at 8401 Winnetka Avenue, Winnetka California 91306, in RAP's Valley Region.

The proposed Project scope will consist of the replacement of existing nature turf with installation of a new, youth size, synthetic soccer field. Additional related amenities include a new perimeter chain-link fence and gate, a path from the parking lot to the field and from the field to the restroom, and upgrades to the existing restroom facility. Additional required work includes the removal of three diseased trees.

### GRIFFITH PARK – FERRARO FIELDS - COUNCIL DISTRICT 4

#### Project Description

Griffith Park is located at 5101 North Zoo Drive, Los Angeles, 90027, in RAP's Griffith Region. Ferraro Fields is located at the northeast corner of Griffith Park between Zoo Drive and Ventura Freeway.

The existing site has seven soccer fields. Four of the soccer fields have been converted from natural turf to synthetic. This Project proposes to convert one of the remaining natural fields to synthetic. Additional related amenities include a new perimeter chain link fencing and gates, and a path from the restroom to the new synthetic field. Additional required work includes the demolition of the existing chain link fence.

## BOARD REPORT

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### PALMS RECREATION CENTER - COUNCIL DISTRICT 5

#### Project Description

Palms Recreation Center is located at 2950 Overland Ave., Los Angeles, 90064, in RAP's Pacific Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new, youth-size, synthetic soccer field. Additional related amenities include new perimeter chain link fencing and gates, ramp improvements at parking lot, and upgrades to the existing restroom facility.

### VAN NUYS RECREATION CENTER - COUNCIL DISTRICT 6

#### Project Description

Van Nuys Recreation Center is located at 14301 Vanowen Avenue, Van Nuys CA 91405, in RAP's Valley Region.

The proposed Project consists of the replacement of existing natural turf with the installation of a new synthetic multi-purpose field. Additional related amenities include a new chain-link backstop, new dugouts with player benches, new perimeter chain-link fencing and gates, and a path from the parking lot to the field and from the field to the restroom.

### RITCHIE VALENS RECREATION CENTER - COUNCIL DISTRICT 7

#### Project Description

Ritchie Valens Recreation Center is located at 10736 Laurel Canyon Blvd., Pacoima CA 91331, in RAP's Valley Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new, full size, synthetic soccer field. Additional related amenities include new perimeter chain-link fencing and gates, and a path of travel from the parking lot to the field and from the field to the existing restrooms. Additional required work includes upgrades to the existing restrooms.

### SAINT ANDREWS RECREATION CENTER - COUNCIL DISTRICT 8

#### Project Description

Saint Andrews Recreation Center is located at 8701 Saint Andrews Place, Los Angeles, 90047, in RAP's Pacific Region.

## BOARD REPORT

PG. 5 NO. 16-246

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new synthetic multi-purpose field. Additional related amenities include a new chain link backstop, new dugouts with players' benches, and new perimeter chain link fencing and gates. Additional required work includes the demolition of the existing chain link backstop and dugouts.

### SOUTH PARK RECREATION CENTER - COUNCIL DISTRICT 9

#### Project Description

South Park Recreation Center is located at 345 E. 51st Street, Los Angeles, 90011, in RAP's Pacific Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation a new synthetic multi-purpose field. Additional related amenities include new perimeter chain link fencing and gates.

### JIM GILLIAM RECREATION CENTER - COUNCIL DISTRICT 10

#### Project Description

Jim Gilliam Recreation Center is located at 4000 South La Brea Avenue, Los Angeles, 90008, in RAP's Pacific Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new synthetic multi-purpose field. An additional related amenity includes a path to the new synthetic multi-purpose field.

### PENMAR RECREATION CENTER - COUNCIL DISTRICT 11

#### Project Description

Penmar Recreation Center is located at 1341 Lake Street, Los Angeles, 90291, in RAP's Pacific Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new synthetic multi-purpose field. Additional related amenities include new perimeter chain link fencing and gates. Additional required work includes the demolition of the existing chain link backstop.

## BOARD REPORT

PG. 6 NO. 16-246

### SHADOW RANCH RECREATION CENTER - COUNCIL DISTRICT 12

#### Project Description

Shadow Ranch Recreation Center is located at 22633 Vanowen Avenue, West Hills CA 91606, in RAP's Valley Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new, youth size, synthetic soccer field. Additional related amenities include new perimeter chain-link fencing and gates, and a path from the parking lot to the field and from the field to the existing restrooms.

### HOLLYWOOD RECREATION CENTER - COUNCIL DISTRICT 13

#### Project Description

Hollywood Recreation Center is located at 1122 Cole Avenue, Los Angeles, 90038, in RAP's Metro Region.

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new synthetic multi-purpose field. Additional related amenities include a new chain link backstop, new dugouts with players' benches, new perimeter chain link fencing and gates, and upgrades to the existing restroom facility. Additional required work includes the demolition of the existing chain link backstop and dugouts.

### 6TH STREET VIADUCT - COUNCIL DISTRICT 14

#### Project Description

6th Street Viaduct is located in Boyle Heights, in RAP's Metro Region, southeast section of Downtown between Mission Road and Clarence Street.

The proposed Project scope consists of the replacement of existing road pavements with the installation of a new, youth-size, synthetic soccer field. Additional related amenities include new perimeter chain link fencing and gates, and a path to the new synthetic soccer field.

### NORMANDALE RECREATION CENTER - COUNCIL DISTRICT 15

#### Project Description

Normandale Recreation Center is located at 22400 Halldale Avenue, Los Angeles, 90501, in RAP's Pacific Region.

## BOARD REPORT

PG. 7 NO. 16-246

The proposed Project scope consists of the replacement of existing natural turf with the installation of a new synthetic multi-purpose field. Additional related amenities include new chain link backstops, new dugouts with players' benches, new perimeter chain link fencing and gates. Additional required work includes the demolition of the existing chain link backstops.

In addition to the synthetic field improvements, each Project will include upgrades to the path of travel to/from parking lot, sidewalk, and restroom; as well as restroom accessibility upgrades, if needed. The Projects will also include water conservation measures as a requirement of the grant.

### TREES AND SHADE

The approval of this Report will have no impact on existing trees at each respective park. Should the Projects receive the grant funding, RAP staff will proceed in designing the synthetic field and evaluate the site for additional new trees or shade structures.

### ENVIRONMENTAL IMPACT STATEMENT

All of the proposed Projects would involve the construction and placement of limited numbers of new, small structures that are accessory (appurtenant) facilities to an existing institutional facility (park), including fences and play areas and play equipment. Therefore, the Projects are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6) Class 11(3) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

Approved funding is expected to cover project costs; therefore, there is no anticipated fiscal impact to RAP's General Fund at this time. Future operations and maintenance costs will be requested through the budget process.

This Report was prepared by Bryan Miller, Management Assistant, Planning, Construction, and Maintenance Branch.

### LIST OF ATTACHMENTS

- 1) Conceptual Site Plan - Elysian Park – Solano Canyon Multi-Purpose Field (CD 1)
- 2) Conceptual Site Plan - Montecito Heights Recreation Center Multi-Purpose Field (CD 1)
- 3) Conceptual Site Plan - Whitsett Sports Field Improvements Phase III Soccer Field (CD 2)
- 4) Conceptual Site Plan - Winnetka Recreation Center Soccer Field (CD 3)
- 5) Conceptual Site Plan - Griffith Park – Ferraro Fields Soccer Field (CD 4)
- 6) Conceptual Site Plan - Palms Recreation Center Soccer Field (CD 5)
- 7) Conceptual Site Plan - Van Nuys Recreation Center Multi-Purpose Field (CD 6)
- 8) Conceptual Site Plan - Ritchie Valens Recreation Center Soccer Field (CD 7)
- 9) Conceptual Site Plan - St. Andrews Recreation Center Multi-Purpose Field (CD 8)
- 10) Conceptual Site Plan - South Park Recreation Center (Meadow) Soccer Field (CD 9)

BOARD REPORT

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- 11) Conceptual Site Plan - Jim Gilliam Recreation Center Multi-Purpose Field (CD 10)
- 12) Conceptual Site Plan - Penmar Recreation Center Multi-Purpose Field (CD 11)
- 13) Conceptual Site Plan - Shadow Ranch Recreation Center Soccer Field (CD 12)
- 14) Conceptual Site Plan - Hollywood Recreation Center Multi-Purpose Field (CD 13)
- 15) Conceptual Site Plan - 6th Street Viaduct Park Soccer Field (CD 14)
- 16) Conceptual Site Plan - Normandale Recreation Center Multi-Purpose Field (CD15)

**SCOPE:** Provide new synthetic multi-purpose field, restroom upgrades and a path of travel at Elysian Park, Solano Canyon, 929 Academy Road, LA 90012



# ELYSIAN PARK - SOLANO CANYON - CD 1

CONCEPTUAL SITE PLAN

PROPOSITION 40 YOUTH SOCCER  
by: M.L. 9/09/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**SCOPE:** Provide new synthetic soccer field, restroom upgrades and accessible path of travel at Montecito Heights Recreation Center, 4545 Homer Street, LA 90031

UPGRADES TO EXISTING RESTROOM FACILITY

PATH OF TRAVEL



NEW SYNTHETIC SOCCER FIELD

# MONTECITO HTS. REC. CENTER - CD 1

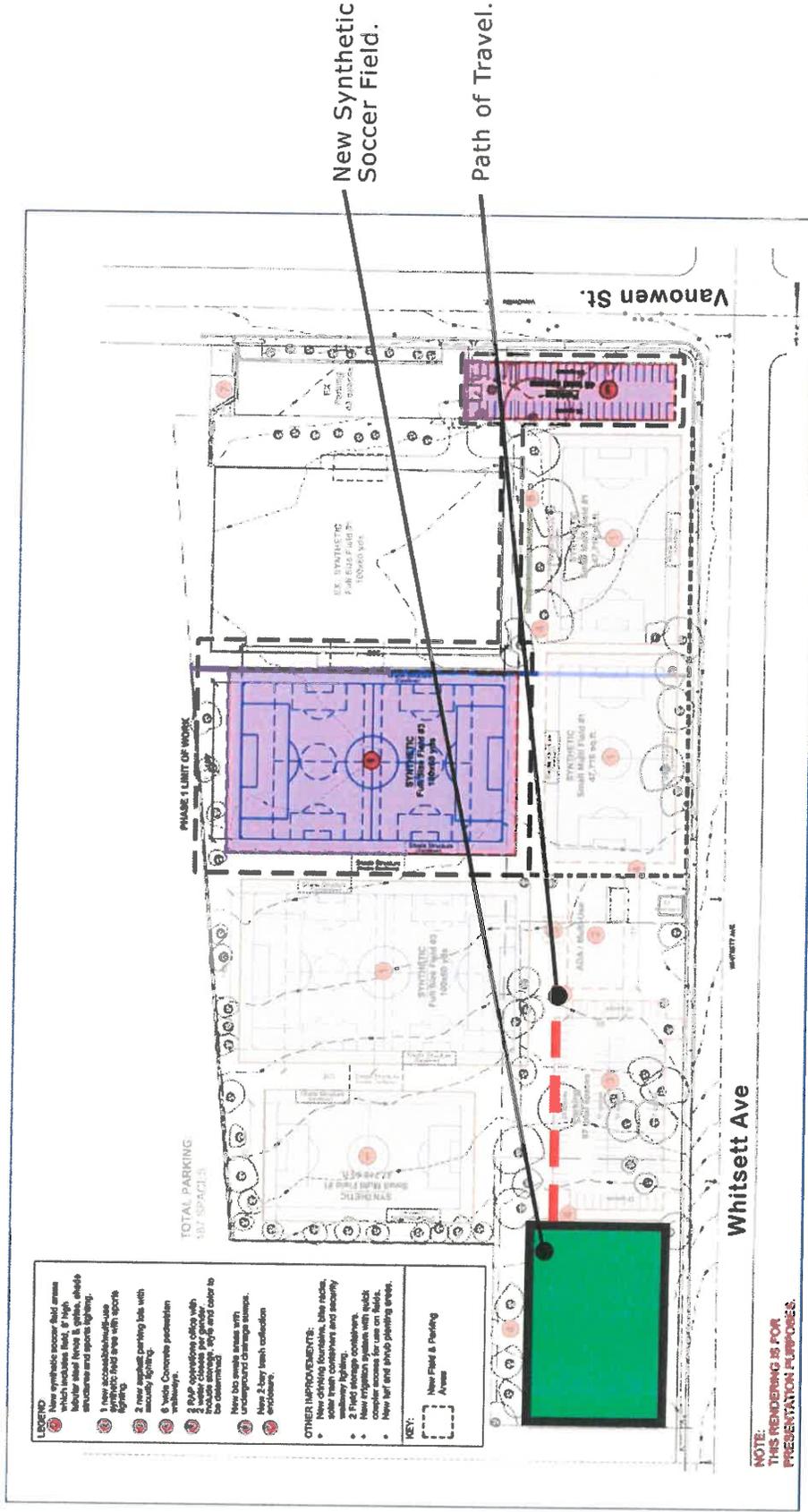
CONCEPTUAL SITE PLAN

PROPOSITION 40 YOUTH SOCCER  
by: M.L. 9/09/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**SCOPE: PROVIDE FOR NEW SYNTHETIC SOCCER FIELD, AND PATH OF TRAVEL.  
AT Whitsett Soccer Complex, 7000 Whitsett Ave. North Hollywood CA 91606**



**WHITSETT FIELDS PARK -- SYNTHETIC TURF IMPROVEMENTS**  
Soccer Fields Master Plan as of 9/30/14

Note: Funded portion of work; design is complete and ready for bidding.

**WHITSETT SOCCER COMPLEX**  
**CONCEPTUAL SITE PLAN**

PROP 40 YOUTH SOCCER  
by: C.R. 9/07/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



SCOPE: INSTALL NEW SYNTHETIC SOCCER FIELD, PATH OF TRAVEL, AND RESTROOM UPGRADES:  
AT WINNETKA RECREATION CENTER, 8401 Winnetka Ave, Winnetka CA 91306



Synthetic Soccer Field.

Restroom upgrades.

Path of travel.

# WINNETKA RECREATION CENTER

## CONCEPTUAL SITE PLAN

PROP 40 YOUTH SOCCER  
by: C.R. 9/07/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**SCOPE:** Provide new synthetic soccer field and path of travel at Griffith Park, Ferraro Fields, 5101 North Zoo Drive, LA 90027



# GRIFFITH PARK - FERRARO FIELDS - CD 4

CONCEPTUAL SITE PLAN

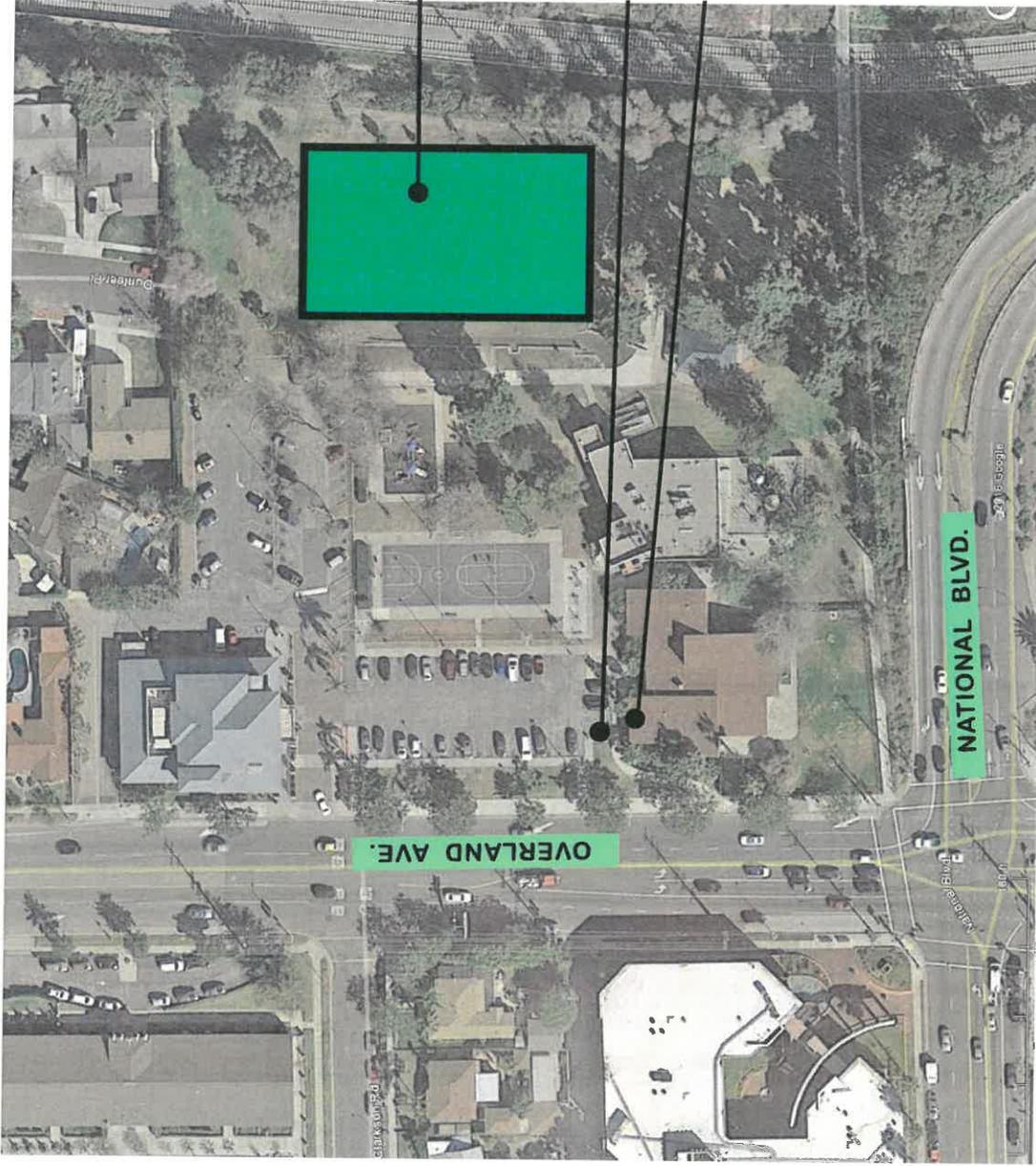
PROPOSITION 40 YOUTH SOCCER  
by: M.L. 9/09/2016

CITY OF LOS ANGELES

DEPARTMENT OF RECREATION & PARKS



**SCOPE:** Provide new synthetic turf soccer field and restroom upgrades at Palms Recreation Center, 2950 Overland Avenue, LA 90064



NEW SYNTHETIC  
TURF SOCCER FIELD AND  
PROVIDE UP GRADES  
TO EXISTING RESTROOM  
FACILITY.

CURB RAMP

RESTROOM UPGRADES

# PALMS RECREATION CENTER - CD5

CONCEPTUAL SITE PLAN

PROPOSITION 40 YOUTH SOCCER  
by: C.A. 10/3/2016

CITY OF LOS ANGELES

DEPARTMENT OF RECREATION & PARKS



**SCOPE:** PROVIDE SYNTHETIC MULTI PURPOSE FIELD, PATH OF TRAVEL FROM THE PARKING LOT TO THE FIELD AND FROM THE FIELD TO THE EXITING RESTROOM AT VAN NUYS RECREATION CENTER LOCATED AT 14301 Vanowen St. Van Nuys, CA 91405



NEW SYNTHETIC MULTI PUPOSE FIELD

PATH OF TRAVEL

RECREATION CENTER

# VAN NUYS RECREATION CENTER

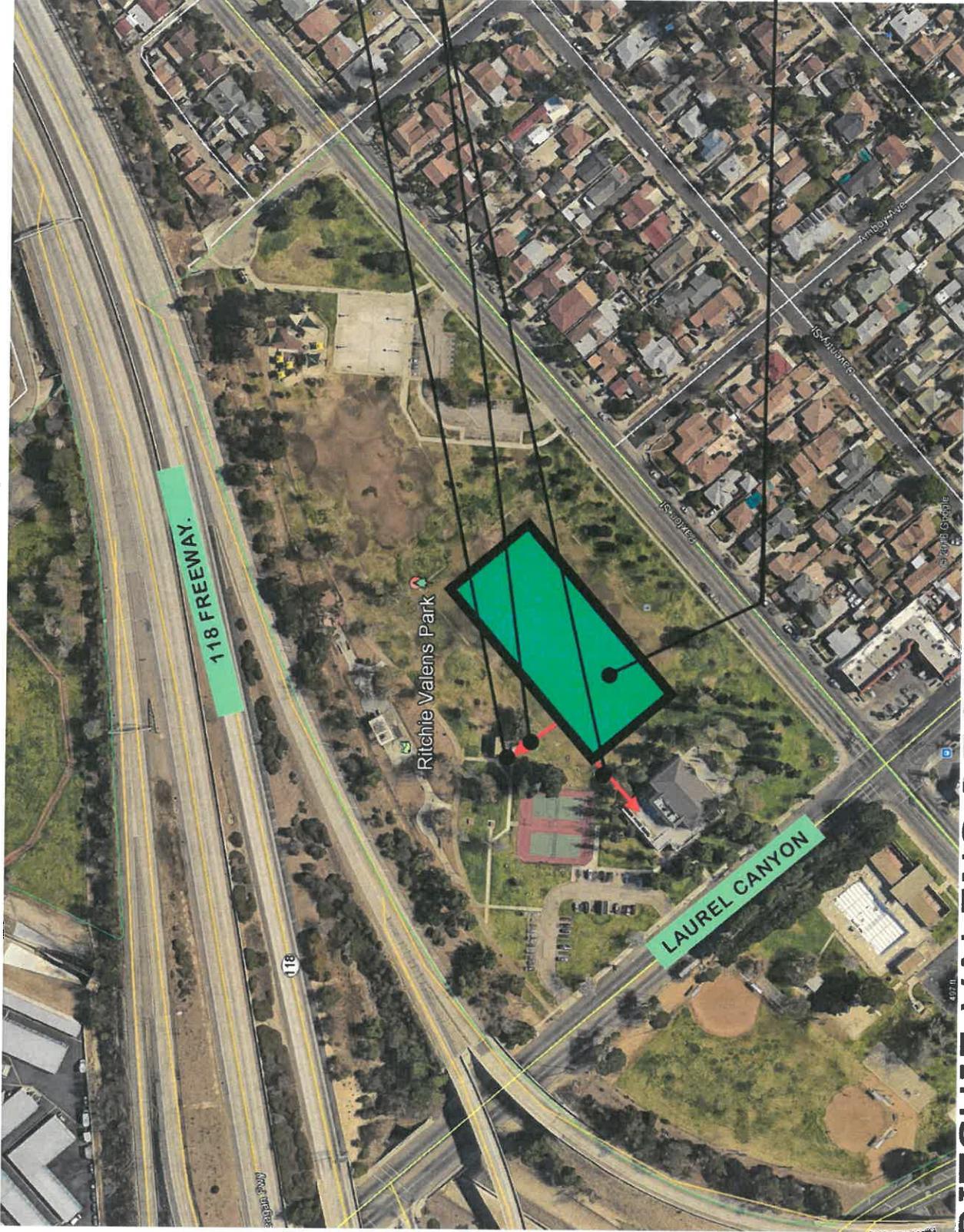
## CONCEPTUAL SITE PLAN

PROP 40 YOUTH SOCCER  
by: C.R. 9/08/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**SCOPE:** Provide new synthetic turf soccer field, path of travel, and restroom up grades at Ritchie Valens Recreation Center, 10736 Laurel Cyn Blvd. LA 91331



RESTROOM  
UPGRADES.

PATH OF TRAVEL

NEW SYNTHETIC  
TURF SOCCER  
FIELD

# RITCHIE VALENS RECREATION CENTER

CONCEPTUAL SITE PLAN  
PROPOSITION 40 YOUTH SOCCER  
by: C.R. 9/06/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION &  
PARKS



**SCOPE:** Provide new synthetic multi-purpose field at St. Andrews Recreation Center, 8701 St. Andrews Place, LA 90047



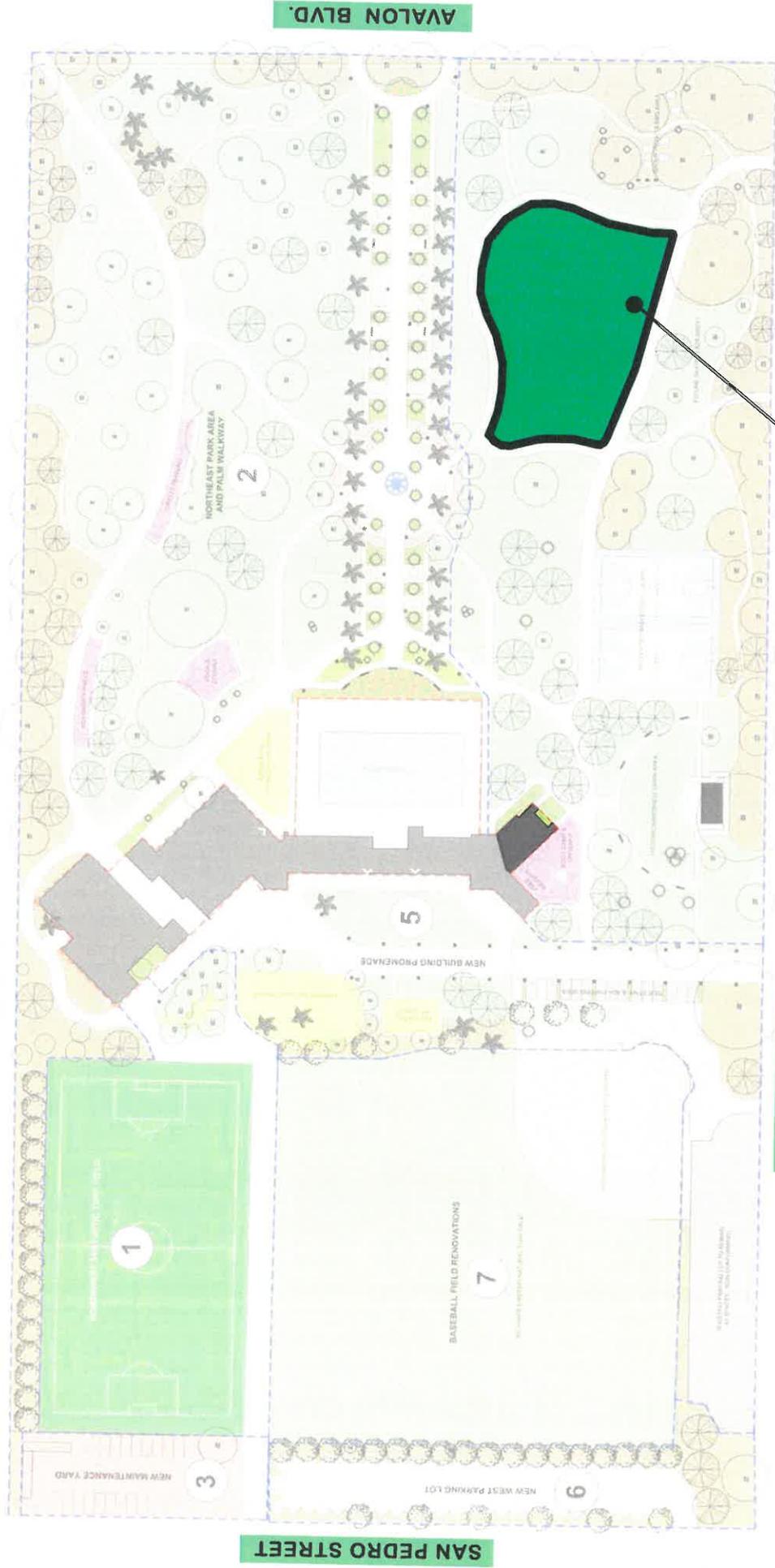
NEW SYNTHETIC  
MULTI-PURPOSE FIELD.

**ST. ANDREWS RECREATION CENTER - CD 8**  
**CONCEPTUAL SITE PLAN**  
**PROPOSITION 40 YOUTH SOCCER**  
by: M.L. 9/09/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**SCOPE:** Provide new synthetic turf multi-purpose field at South Park Recreation Center, 345 E. 51st. Street, LA 90011



PROVIDE NEW SYNTHETIC  
TURF MULTI-PURPOSE FIELD.

**SOUTH PARK RECREATION CENTER - CD9**  
**CONCEPTUAL SITE PLAN**  
**PROPOSITION 40 YOUTH SOCCER**  
by: C.A. 10/3/2016

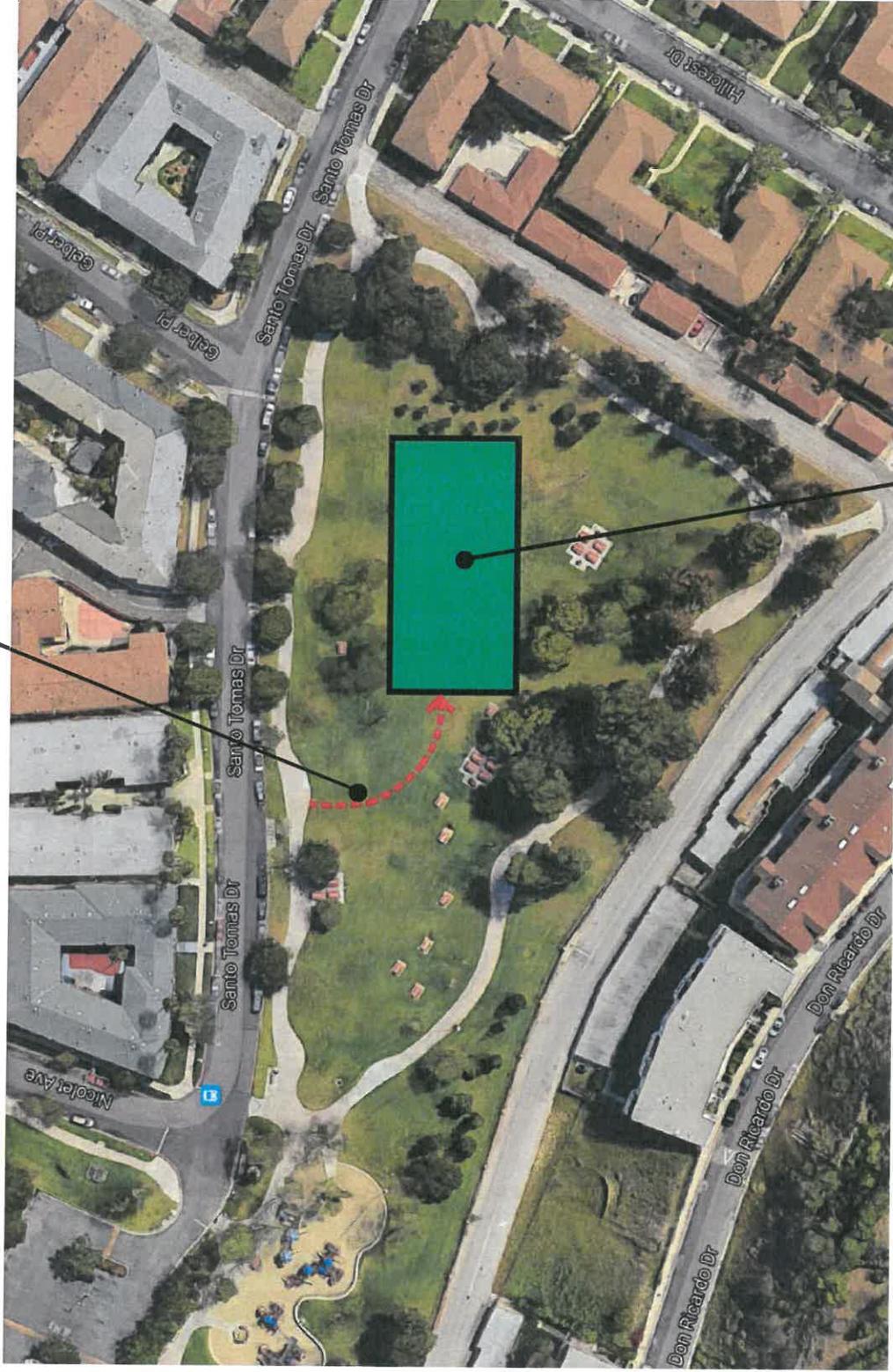


CITY OF LOS ANGELES

DEPARTMENT OF RECREATION & PARKS

**SCOPE:** Provide new synthetic multi-purpose field and path of travel at Jim Gilliam Recreation Center, 4000 South La Brea Ave., LA 90008

PATH OF TRAVEL.



NEW SYNTHETIC MULTI-PURPOSE FIELD.

**JIM GILLIAM RECREATION CENTER - CD 10**  
**CONCEPTUAL SITE PLAN**  
**PROPOSITION 40 YOUTH SOCCER**  
by: M.L. 9/09/2016



**SCOPE:** Remove existing ball field and provide new synthetic turf field at Penmar Recreation Center, 1341 Lake Street, LA 90291



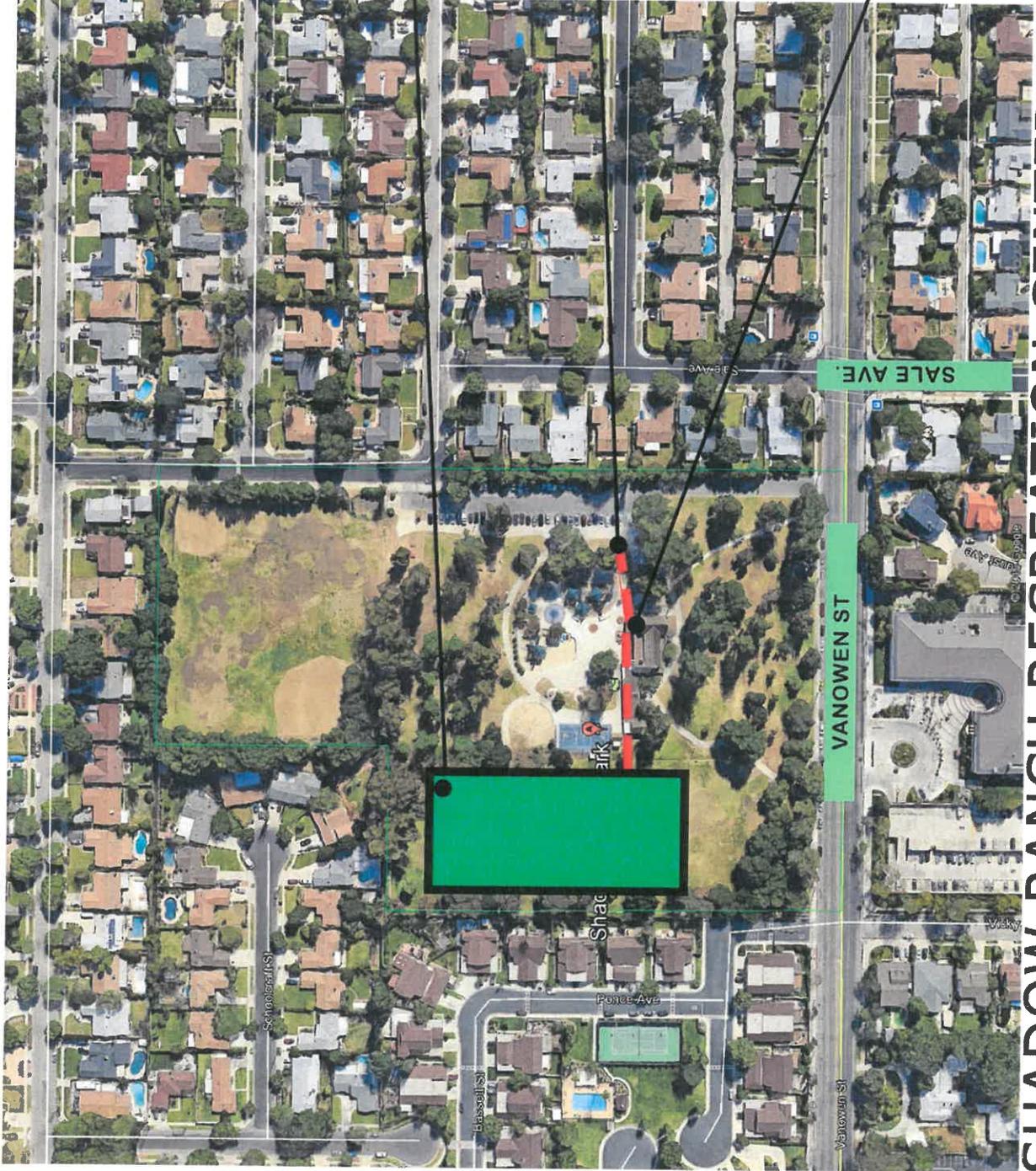
NEW SYNTHETIC  
TURF MULTI-PURPOSE FIELD.

**PENMAR RECREATION CENTER - CD11**  
**CONCEPTUAL SITE PLAN**  
**PROPOSITION 40 YOUTH SOCCER**  
by: C.A. 10/3/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**SCOPE:** INSTALL SYNTHETIC SOCCER FIELD, PATH OF TRAVEL FROM THE FIELD TO THE PARKING LOT AND REC CENTER/RESTROOMS. 22633 Vanowen Street West Hills, CA 91307



NEW SYNTHETIC SOCCER FIELD, PROVIDE PATH TO REC CENTER AND PARKING LOT.

PATH OF TRAVEL

RESTROOM UPGRADES

# SHADOW RANCH RECREATION CENTER

CONCEPTUAL SITE PLAN

PROP 40 YOUTH SOCCER  
by: C.R. 9/07/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**SCOPE:** Provide new synthetic multi-purpose field and restroom upgrades at Hollywood Recreation Center, 1122 Cole Avenue, LA 90038

UPGRADES TO EXISTING RESTROOM FACILITY



NEW SYNTHETIC MULTI-PURPOSE FIELD

# HOLLYWOOD RECREATION CENTER - CD 13

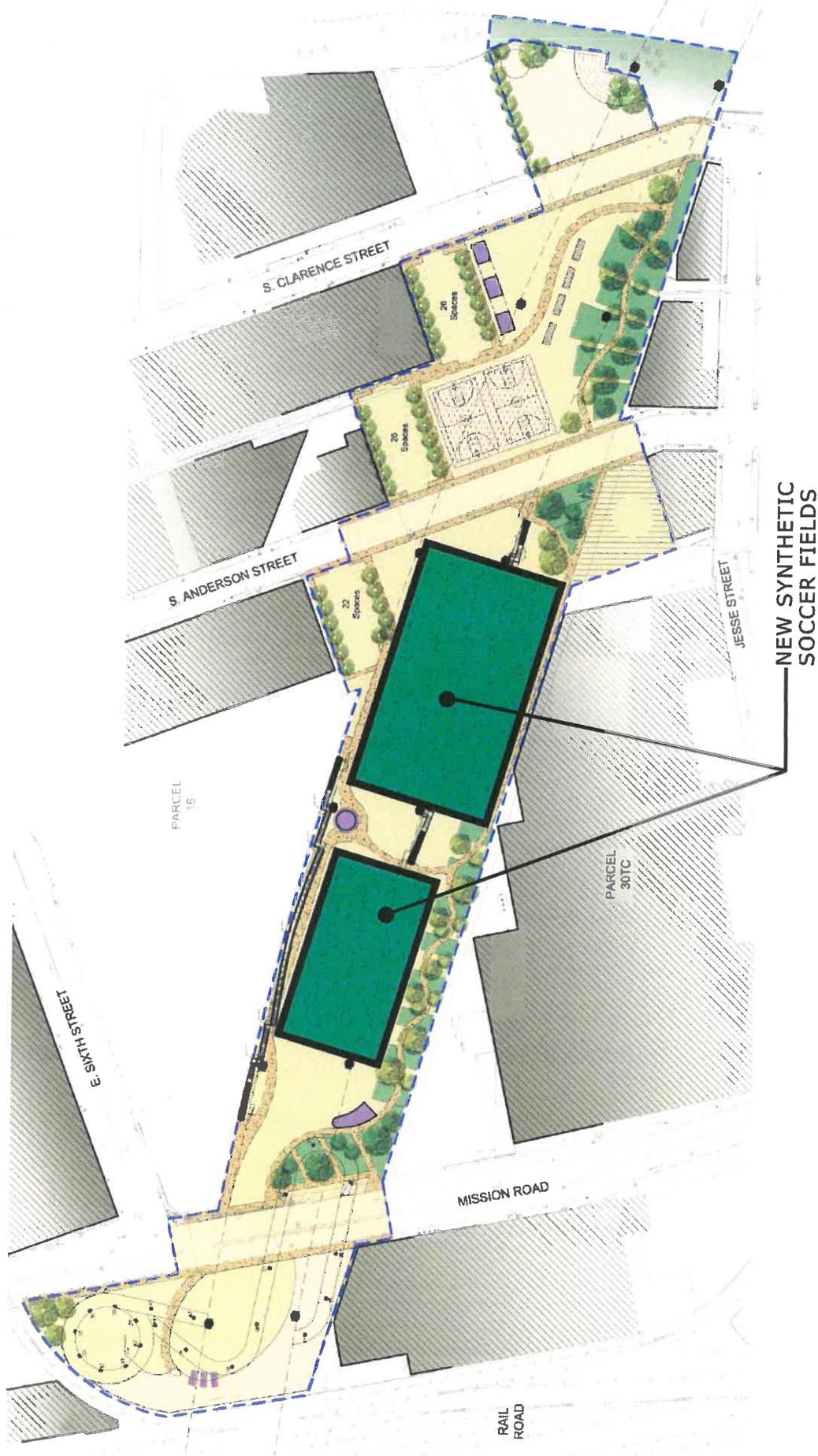
CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS

## CONCEPTUAL SITE PLAN

PROPOSITION 40 YOUTH SOCCER  
by: M.L. 9/09/2016



**SCOPE:** Provide new synthetic soccer field at 6th Street Viaduct underpass between Mission Road and S. Clarence Street, Los Angeles



# 6TH STREET VIADUCT - CD 14

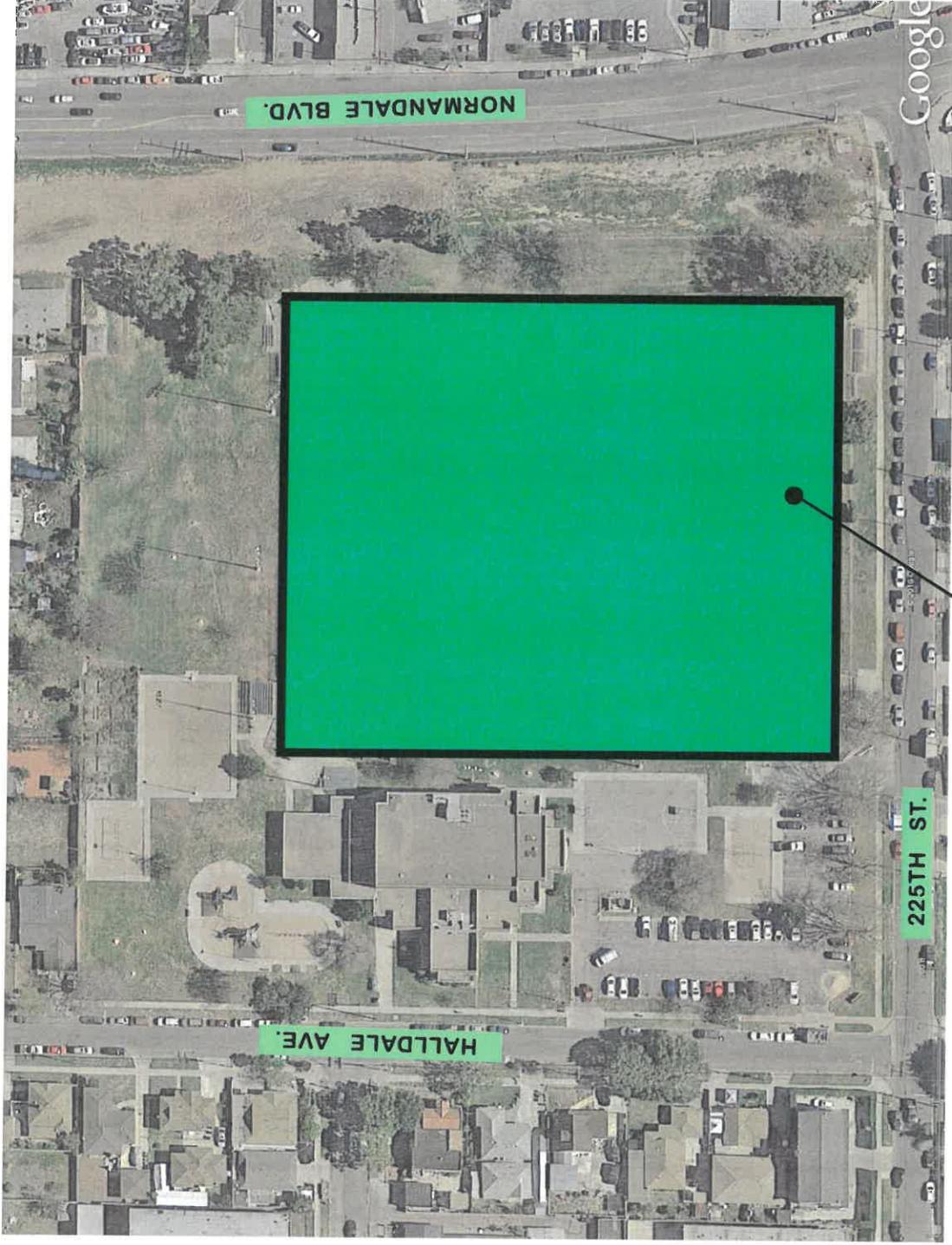
## CONCEPTUAL SITE PLAN

PROPOSITION 40 YOUTH SOCCER  
by: M.L. 9/21/2016



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS

**SCOPE:** New synthetic turf, multi-purpose field at Normandale Recreation Center, 22400 Halldale Avenue, LA 90501



NEW SYNTHETIC  
TURF MULTI-PURPOSE FIELD.

**NORMANDALE RECREATION CENTER - CD15**  
**CONCEPTUAL SITE PLAN**  
PROPOSITION 40 YOUTH SOCCER  
by: C.A. 10/3/2016

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION & PARKS



**BOARD REPORT**

NO. 16-247

DATE December 14, 2016

C.D. 5

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WESTWOOD PARK – BAD NEWS BEARS BASEBALL FIELD IMPROVEMENT (PRJ21090) PROJECT – APPROPRIATION FROM UNRESERVED AND UNDESIGNATED FUND BALANCE IN FUND 302 – EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,3) AND CLASS 11(3) OF THE CITY CEQA GUIDELINES

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

*Ramon Barajas for*  
General Manager

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

RECOMMENDATIONS

1. Approve the scope of Westwood Park – Bad News Bears Baseball Field Improvement (PRJ21090) project (Project), as described in the Summary of this Report;
2. Subject to approval by the Mayor, authorize the appropriation of Two Hundred Four Thousand, Five Hundred Dollars (\$204,500.00) in Fund 302, Department 89, to Account TBD;
 

FROM: Unreserved and Undesignated Fund Balance	\$204,500.00
TO: Fund 302/89/Account TBD	\$204,500.00
3. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption;
4. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption; and,
5. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## BOARD REPORT

PG. 2 NO. 16-247

### SUMMARY

Westwood Park is located at 1350 South Sepulveda Boulevard in the Westwood area of the City. This 26.70 acre facility provides a variety of services and programs to the community, including baseball, basketball, indoor gym, and a swimming pool. Approximately Ten Thousand, Nine Hundred Sixty Three (10,963) residents live within a one-half mile walking distance of Westwood Park. Due to the facilities, features, programs, and services it provides, Westwood Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

RAP staff has determined that improvements to the Bad News Bears Baseball Field at Westwood Park are necessary and will be of benefit to the surrounding community. The proposed scope of the Project includes replacement of existing turf and irrigation; a 16,600 square feet turf reduction component to remove turf at the perimeter of the parking lot; installation of a new perimeter fencing, a new batting cage, new lighting, a new accessible drinking fountain; a new trash enclosure to secure the existing trash bins; and, improvements to existing parking lot.

A conceptual plan illustrating the proposed improvements is attached as Exhibit A.

In 2014, RAP received funding in the amount of Two Hundred Four Thousand, Five Hundred Dollars (\$204,500.00) from the California Department of Transportation (CalTrans) as compensation for the temporary use of a portion of Westwood Park (Report No. 11-300). Funds appropriated to RAP which are uncommitted or unencumbered at the end of the Fiscal Year (FY) revert to UUFB and are generally used to meet urgent, unforeseen RAP funding needs, or are re-appropriated in the current Fiscal Year for uses that were authorized in a prior year(s). The Board of Recreation and Park Commissioners (Board) authorizes appropriations from the UUFB for a variety of purposes, subject to approval of the Mayor, and in accordance with Charter Section 343(b).

Upon approval of this Report, Two Hundred Four Thousand, Five Hundred Dollars (\$204,500.00) can be transferred from the Unreserved and Undesignated Fund Balance to Fund 302/89/Account TBD and allocated to the Westwood Park – Bad News Bears Baseball Field Improvement (PRJ21090) Project.

### TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Westwood Park. No new trees or new shade are proposed to be added to Westwood Park as a part of this Project.

## BOARD REPORT

PG. 3      NO. 16-247

### ENVIRONMENTAL IMPACT STATEMENT

The subject Project will consist of modifications to existing park facilities involving negligible or no expansion of use and placement of new accessory structures. Therefore, the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1,3) and Class 11(3) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

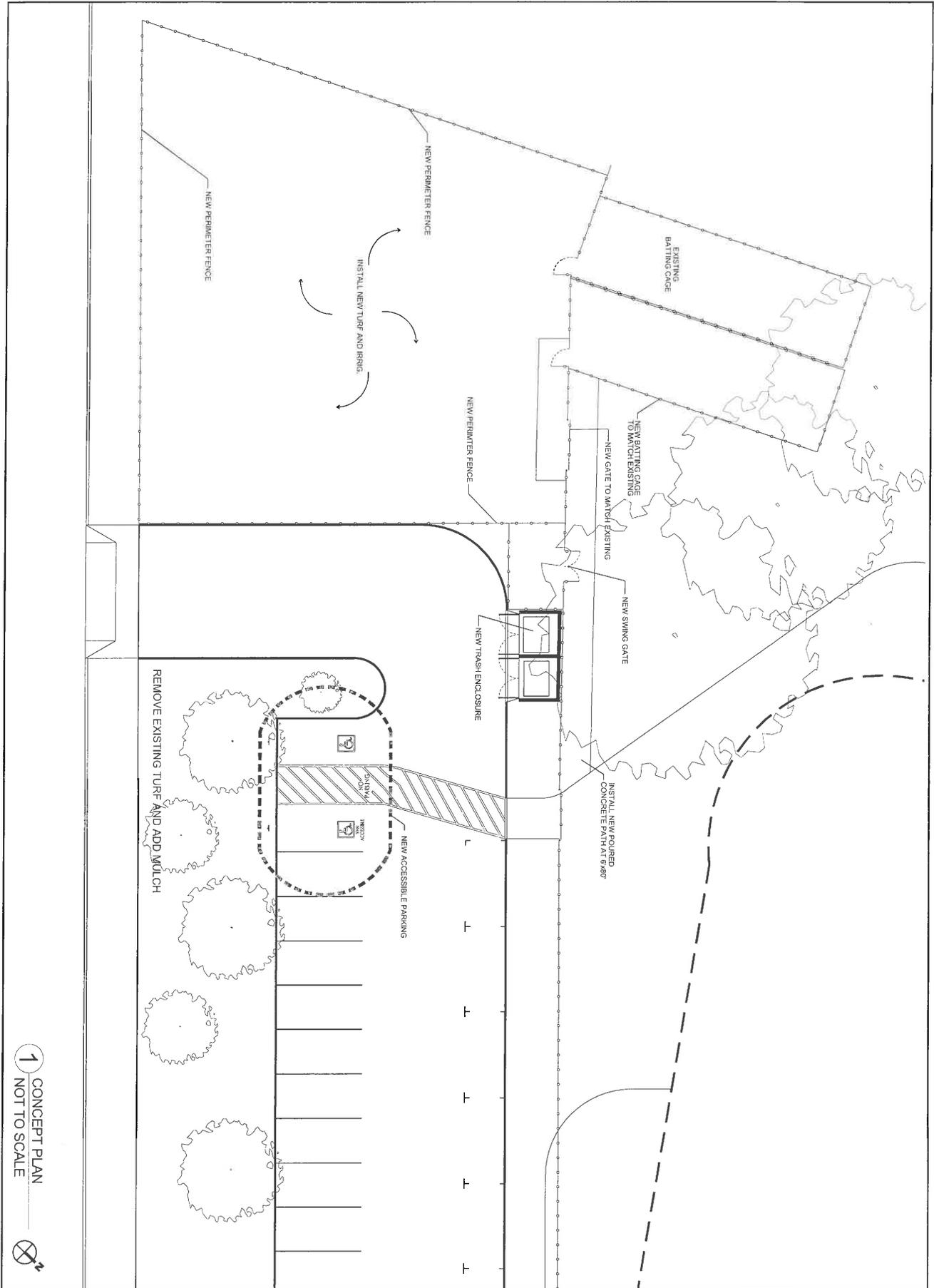
The approval of this allocation of funds from the Unreserved and Undesignated Fund Balance will have no fiscal impact on RAP.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch.

### LIST OF EXHIBIT(S)

- 1) Exhibit A – Conceptual Plan of Proposed Improvements



**EXHIBIT A**  
**WESTWOOD PARK BAD NEWS BEARS**

**BOARD REPORT**

NO. 16-248

DATE December 14, 2016

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: PARK FEE ORDINANCE – ESTABLISHMENT OF VARIOUS SPECIAL FUND ACCOUNTS – CHANGES TO SCHEDULE OF RATES AND FEES TO ADD NEW SECTION FOR PARKS FEES

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

*M. Allen*  
General Manager

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

RECOMMENDATIONS

1. Approve the establishment of a new Park Fees section of the Schedule of Rates and Fees, as outlined in the Summary of this Report, and detailed on the attached schedule (Exhibit A), which is to be effective January 11, 2017;
2. Authorize Department of Recreation and Parks (RAP) staff to amend the Schedule of Rates and Fees to incorporate these changes;
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to establish new Special Funds Account in Department 89, Fund 302, with Quimby In-Lieu Fee as the Account Name;
4. Authorize RAP's Chief Accounting Employee to establish new Special Funds Account in Department 89, Fund 302, with Park Mitigation Fee as the Account Name;
5. Authorize RAP's Chief Accounting Employee to establish, as needed, sub-accounts within the Quimby In-Lieu Fee and Park Mitigation Fee Accounts for the deposit of any Park Fees collected pursuant to Ordinance 184,505;
6. Authorize RAP's Chief Accounting Employee to establish new Special Funds Account in Department 89, Fund 302, with Park Fee Program Administration as the Account Name;
7. Find that the establishment of a new Park Fees section of the Schedule of Rates and Fees and the creation of various Special Funds Accounts, is not subject to the requirements of California Environmental Quality Act (CEQA) as a project; and,

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

### SUMMARY

On September 7, 2016, The Los Angeles City Council approved the new Park Dedication and Fee Update Ordinance (Park Fee Ordinance), Ordinance No. 184,505 (Attachment 2), and approved a Resolution relative to a General Plan Amendment to amend the Public Recreation Plan of the Service Systems Element of the City of Los Angeles General Plan.

The Park Fee Ordinance requires all new residential dwelling units to dedicate land, pay a in-lieu fee, or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding, and improving park and recreational facilities for new residents. Certain affordable housing units and secondary dwelling units would be exempt from any requirement to pay a fee.

The Resolution to amend the Public Recreation Plan modernizes the definitions for neighborhood, community, and regional recreational sites and facilities; updates the guidelines and definitions for park sites; and, adds guidelines not previously specified for regional recreational sites and facilities. The updated guidelines also include modified recommended service area distances, as well as new recommended service levels for each of the three defined types of recreational sites and facilities.

Both the Park Fee Ordinance and the General Plan Amendment to amend the Public Recreation Plan of the Service Systems Element of the City of Los Angeles General Plan will take effect on January 11, 2017.

### PARK FEE ORDINANCE KEY PROVISIONS

Summarized below are some of the key provisions of the Park Fee Ordinance.

- Requires all new, non-exempt, residential dwelling units be subject to the Park Fee Ordinance. Replacement dwelling units, certain affordable housing units, and secondary dwelling units would be exempt from the requirement to pay a Park Fee. Vested projects that were subject to Quimby and Zone Change fees prior to the effective date of the Park Fee Ordinance would be required to pay those previously owed Quimby and Zone Change fees and would be exempt from the requirement to pay a Park Fee.
- Creates a new two-tiered fee structure, with one-tier for Residential Subdivision projects and a second-tier for Non-subdivision Residential projects. Park Fees for Residential Subdivision projects would start at Eight Thousand One Hundred Twenty Two Dollars and Fifty Cents (\$8,122.50) per dwelling unit. Park Fees for Non-subdivision Residential projects would start at Two Thousand Seven Hundred and Seven Dollars and Fifty Cents (\$2,707.50) per dwelling unit. The Park Fees will be phased in over two years and will be subject to an annual adjustment on July 1<sup>st</sup> of each year

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- Requires all residential subdivision projects that contain more than fifty (50) dwelling units to meet with staff from RAP and the Department of City Planning (Planning) in advance of submitting a tract map application. The purpose of this early consultation is to discuss whether the City of Los Angeles may require land dedication from the project and if any credits or exemptions are potentially available to the project.
- Allows for an expanded definition of the types of private recreational amenities potentially eligible for a credit against the required park fees. Permits credits to be awarded for on-site or off-site private recreational facilities. Establishes that any credit granted should bear a reasonable relationship to an independent assessment of the construction cost for the recreational facility, such as the estimates provided in the RSMMeans Building Construction Cost Data Report.
- Establishes new park service radii for neighborhood parks (two mile radius), community parks (five mile radius), and regional parks (ten mile radius), and requires that any dedication of land or expenditure of Park Fees be made in accordance with those service radii.
- Requires that the dedicated lands or Park Fees collected be used for the acquisition, improvement, and/or expansion of public parks and recreational facilities; to pay for the finance costs on bonds or other obligations issued by, or on behalf of, the City to finance such park improvements; and/or to pay for administrative costs incurred by the City in accordance with the implementation of the Park Fee Program.

### AMENDMENT TO THE PUBLIC RECREATION PLAN

Summarized below are some of the key provisions of the General Plan Amendment to amend the Public Recreation Plan.

- Revises the definitions of neighborhood and community recreational sites and facilities, and added definitions for regional recreational sites and facilities.
- Eliminates the service radii for neighborhood and community recreational sites and facilities, as those service radii has been moved to the Park Fee Ordinance.
- Revises the recommended City-wide park acreage service levels for neighborhood, community, and regional parks. Clarifies that the City's long-term acreage goals for public parkland are two acres per 1,000 persons for neighborhood parks; two acres per 1,000 persons for community parks; and, six acres per 1,000 persons for regional parks.
- Eliminates the short-term and intermediate-term City-wide park acreage service levels standards.

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### PARK FEE PROGRAM ADMINISTRATIVE AND PROCEDURAL CHANGES

Summarized below are some of the necessary administrative and procedural changes that will need to be made to how the Park Fee program is organized and managed. While a number of these changes are one-time changes, it is anticipated that some of these changes will, in the long term, result in the need for additional RAP staffing and resources in order for the Park Fee program to continue to be managed effectively.

- RAP will be responsible for calculating the required park fees owed by each residential development project and sending the letters to the developers. This responsibility will also include calculating the required park fees for vested projects that were subject to Quimby Fees or Zone Change Fees prior to the effective date of the Park Fee Ordinance.
- RAP will be required to attend the early consultation predevelopment meetings for residential subdivision projects that contain more than fifty (50) dwelling units to review land dedication options.
- RAP will need to regularly participate in the scheduled Subdivision Committee (Advisory Agency) meetings in order to make recommendations on subdivision projects. Department recommendations on subdivision projects with over 50 dwelling units will require approval of the Board of Recreation and Park Commissioners (Board) before the RAP can submit recommendations to the Subdivision Committee for those subdivision projects.

Note: Pursuant to Los Angeles Municipal Code Section 17.04 (Subdivision Committee), the Department is to submit a report to the Advisory Agency for each application for subdivision map approval and that report "shall contain recommendations, approved by the Board of Recreation and Park Commissioners, specifying the land to be dedicated, the payment of fees in lieu thereof, or a combination of both...". The Board has authorized the Department to recommend to the Subdivision Committee that the payment of a fee be required for those subdivisions with less than fifty (50) lots (Report No. 591-75). Report No. 591-75 did not, however, authorize the Department to make recommendations to the Subdivision Committee for applications for subdivisions with more than fifty (50) lots.

- RAP will need to modify its existing new systems and methods for tracking the collection and allocation of Park Fees. The Park Fees collected from each residential development project will need to be deposited into an sub-account specifically established for that project (i.e. one account per residential development project) and any interest income generated by those funds will also be deposited into that same account.
- RAP will need to modify its existing geographic information system (GIS) to utilize the new park service radii.

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- RAP will be required to prepare an annual report to the Board, within 180 days following the end of the fiscal year, which details Park Fee income (including interest income), expenditures, and the status of the two Park Fee trust funds. As a part of that annual report, RAP shall also report on each park project for which fees were committed in the prior Fiscal Year and on the approximate date by which the construction of those park projects will commence. Additionally, commencing with the annual report due at the end of Fiscal Year 2020-2021, and every five Fiscal Years thereafter, RAP is required to make specific findings regarding any Park Fees that remain unexpended and on any Park Fee funded park projects that remain incomplete.

### PARK FEE PHASE IN

Per Section 12.33.E.4 of the Park Fee Ordinance, the park fees shall be phased in as described in Section 19.17 of the Park Fee Ordinance. Per Section 19.17 of the Park Fee Ordinance, the fee schedule shall be established as a part of RAP's Schedule of Rates and Fees. The phase in schedule from Section 19.17 of the Park Fee Ordinance is below:

#### Subdivision (Quimby in-lieu) fee:

At effective date of ordinance: Seven Thousand, Five Hundred Dollars (\$7,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus Two Thousand, Five Hundred Dollars (\$2,500.00), adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

#### Non-subdivision (park mitigation) fee:

At effective date of ordinance: Two Thousand, Five Hundred Dollars \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus Two Thousand, Five Hundred Dollars \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Based on the phase-in schedule in Section 19.17 of the Park Fee Ordinance, and the requirement that the fee schedule be established as a part of RAP's Schedule of Rates and Fees, the Board will need to adopt the Park Fee and incorporate that Park Fee into the Schedule of Rates and Fees before Park Fees can be charged to developers.

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It should be noted that during the two year phase in period the Board will need to approve adjustments to the Park Fee on at least four occasions:

1. Before the Effective Date of Ordinance (i.e. January 11, 2017)
2. Before the 1st Annual Fee Adjustment (i.e. prior to July 1, 2017)
3. Before the 1st anniversary of Effective Date of Ordinance (i.e. January 11, 2018)
4. Before the 2nd Annual Fee Adjustment (i.e. prior to July 1, 2018)

PARK FEE ANNUAL ADJUSTMENT PROCEDURE

Per Section 12.33.E.5 of the Park Fee Ordinance, the park fees are to be adjusted using a combination of annual changes in a construction cost index and a land value index:

"Any fee imposed by this Section shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in: (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year."

RECOMMENDED INITIAL PARK FEE ADJUSTMENT

Based on the data provided in Engineering News Record's Construction Cost Index for Los Angeles and in CoreLogic's (Dataquick) Median Home Sales Price for the City of Los Angeles, the calculation of the Park Fee adjustment is detailed below. Note that all percentages have been rounded, up or down, to the nearest 1/10<sup>th</sup> of a percent.

(1) Construction Cost Index for Los Angeles

March 2015	\$10995.27
March 2016	\$11157.78
Percent Change	1.5%

(2) CoreLogic (Dataquick) Median Home Sales Price for the City of Los Angeles (all homes)

March 2015	\$600,000.00
March 2016	\$659,000.00
Percent Change	9.8%

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The Park Fee Ordinance proscribes that a "weighted average" of the two indexes be used to calculate the annual adjustment. However the Park Fee Ordinance does not specify how the two indexes should be weighted. The Park and Recreation Site and Facility Fee Study that was prepared by the City, and that provided the technical analysis and nexus findings to support the development of the Park Fee Ordinance, determined that eighty two percent (82%) the park and recreational fee is attributed to land acquisition costs to serve future developments. Therefore, for the annual adjustment of the park fees, RAP recommends that the two indexes be weighted accordingly:

(3) Adjustment Factor Derivation

	<u>Value</u>	<u>Weight</u>	<u>Weighted Value</u>
Construction Cost Index	1.5%	18%	0.3%
Median Home Sales Price	9.8%	82%	<u>8.0%</u>
Weighted Average			8.3%

Based on the analysis detailed above, the initial annual park fee adjustment factor would be 5.7%. In order to calculate the initial Park Fee, the initial annual park fee adjustment factor of 5.7% will need to be applied to the base fees identified in Section 19.17 of the Park Fee Ordinance:

(4) Initial Park Fee

	<u>Base Fee</u>	<u>Adjustment %</u>	<u>New Fee</u>
Subdivision Projects	\$7,500.00	8.3%	\$8,122.50
Non-subdivision Projects	\$2,000.00	8.3%	\$2,707.50

Upon approval of this Report by the Board, the park fee schedule show above, and detailed in the proposed Park Fees section of the Schedule of Rates and Fees, would be established as the fee schedule to be effective from January 11, 2017 to June 30, 2017.

ADMINISTRATIVE FEES

RAP staff recommends that the Board approve the adoption of an administrative fee for the Park Fee program. An administrative fee would help ensure that sufficient staffing and resources will be available to effectively manage the program. As discussed in detail in this report, RAP will need to make a number of organizational, administrative, and procedural changes in order to manage Park Fee program in conformance with the requirements of the Park Fee Ordinance.

RAP staff has evaluated two potential administrative fee structures:

- (1) a service fee structure and
- (2) a flat administrative fee structure.

In a service fee structure, fees would be paid to RAP for services to project applicants to facilitate the development approval process, such as processing development and park fee

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applications, reviewing and checking plans, consultation meetings and site visits, and performing inspections of proposed park dedications and recreational improvements. A service free structure for the Park Fee Program would likely require multiple interactions and transactions with project applicants (e.g. for project applications, park fee calculations, review of potential land dedications, review of potential recreational credits, etc.) and necessitate the establishment of associated service fees. Some of these service fees would be applicable to all project applicants and others would potentially only be charged to large or complex projects.

In a flat administrative fee structure, RAP would allocate a fixed percentage of each Park Fee payment directly to an administrative account. No additional fees would be required to be paid to RAP by project applicants for services related to the processing their projects, regardless of the size or complexity of said projects.

RAP evaluated the service fee structure and the flat administrative fee structure, both in terms of monetary costs to developers and administrative complexity for RAP, and determined that the flat administrative fee structure would be the best approach for the management of the Park Fee Program. A service fee structure would result in the establishment of a number of separate service fees and, with that, increased administrative burdens for tracking and reporting. Additionally, a service fee structure may disproportionately impact project applicants proposing smaller projects, as service fees may be relatively high in comparison to the Park Fees that may untimely be paid by those smaller projects.

RAP staff recommends that the Board adopt an administrative service fee in the amount of three percent (3%) for the Park Fee program, and authorize the establishment of a Park Fee Program Administration account for the deposit of those fees. The establishment of an administrative fee is allowable under Park Fee Ordinance. Pursuant to Section 12.33.J.1 of the Park Fee Ordinance, the collected Park Fees can be used for "any administrative costs incurred by the City in accordance with this section". If a flat administrative fee is approved and adopted by the Board, RAP would establish a specific work order number to track staff expenses changed to the Park Fee Program, and those expenses would be reportable in the annual Park Fee Program report RAP is required to prepare for the Board.

RAP has researched a number of other administrative fees charged by other City Departments and similar City mitigation fee programs and found that the proposed administrative fee of three percent (3%) for the Park Fee program is reasonable and comparable to those changes by other programs. For example, the Proposition K program has a three percent (3%) administrative fee; the Warner Center Transportation Improvement Trust Fund has a "up to ten percent (10%)" administrative fee; and the Central City West Transportation Mitigation Fund has a "up to five percent (5%)".

### ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that this action is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c) as it is an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment and consequently is not a project under CEQA Guidelines Section 15378. Therefore, no CEQA documentation is required.

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FISCAL IMPACT STATEMENT

The establishment of a new Park Fees section of the Schedule of Rates and Fees, and associated Special Fund Accounts, will have no fiscal impact on RAP's General Fund.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

LIST OF ATTACHMENTS

- 1) Proposed Amendment to the Schedule of Rates and Fees
- 2) Park Dedication and Fee Update Ordinance (Park Fee Ordinance), Ordinance No. 184,505
- 3) Board Report No. 591-75

PARK FEES  
(Established 12/16)

PARK FEES

Pursuant to Los Angeles Municipal Code Section 12.33, all new, non-exempt, residential dwelling units shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents. The fee amount depends on the type of residential development project (Subdivision or Non-Subdivision).

The Department of Recreation and Parks (RAP) shall collect these fees pursuant to Los Angeles Municipal Code Section 19.17 and RAP's schedule of rates and fees. The park fee shall be phased in as described in Los Angeles Municipal Code Section 19.17.

Residential Subdivision projects are subject to the Quimby in-lieu fee and shall pay:

Eight Thousand, One Hundred Twenty-Two Dollars and Fifty Cents (\$8,122.50)  
(per each new non-exempt dwelling unit)

Non-subdivision Residential projects are subject to the Park Mitigation fee and shall pay:

Two Thousand, Seven Hundred and Seven Dollars and Fifty Cents (\$2,707.50)  
(per each new non-exempt dwelling unit)

The park fee schedule above shall be effective from January 11, 2017 to June 30, 2017.

PARK FEE ANNUAL ADJUSTMENT

Pursuant to Los Angeles Municipal Code Section 12.33.E.5, any fee imposed by Los Angeles Municipal Code Section 12.33 shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in:

- (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and
- (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.

The park fee adjustment factor that shall be effective on January 11, 2017 is 8.3%.

PAYMENT OF PARK FEES

All Park Fees shall be paid to the City of Los Angeles, Department of Recreation and Parks. Checks should be made payable to the City of Los Angeles, Department of Recreation and Parks.

Park Fee payments may be made at, or be mailed to, the following address:

Attention: Park Fees Program  
City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 400 (Fourth Floor)  
Los Angeles, California 90012

Park Fees that are not paid by June 30, 2017 shall be subject to recalculation.

#### PARK FEE PROGRAM ADMINISTRATION

Pursuant to Los Angeles Municipal Code Section 12.33.J.1, the collected park fees can be used for any administrative costs incurred by the City in accordance with that section.

3% of all Quimby in-lieu Fees and Park Mitigation Fees to be deposited into the Park Fee Administration Account.

97% of all Quimby in-lieu fees to be deposited into the Quimby In-Lieu Fee Account.

97% of all Park Mitigation fees to be deposited into the Park Mitigation Fee Account.

ORDINANCE NO. 184508

An ordinance amending Los Angeles Municipal Code (LAMC) Sections 12.21, 12.33, 17.03, 17.12 and 17.58; deleting Sections 17.07 and 19.01 from the LAMC; and adding Section 19.17 to the LAMC in order to update the City's park fees to mitigate the park- and open space-related impacts of new residential development projects.

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

Section 1. Subparagraph (2) of Paragraph (a) of Subdivision 2 of Subsection G of Section 12.21 of the Los Angeles Municipal Code is amended to read as follows:

(2) Common open space areas shall incorporate recreational amenities such as swimming pools, spas, picnic tables, benches, children's play areas, ball courts, barbecue areas and sitting areas.

Sec. 2. Subparagraph (2) of Paragraph (c) of Subdivision 29 of Subsection A of Section 12.22 of the Los Angeles Municipal Code is amended to read as follows:

(2) The open space required by Section 12.21.G. of this chapter shall be reduced by one-half, provided that a fee equivalent to the amount of the relevant park fee, pursuant to Section 19.17, shall be paid for all dwelling units, with the following exception: units qualifying under Section 12.33.C.3(d) shall be allowed to reduce the open space requirement by one-half without payment of such fee. The in-lieu fee shall be placed in a trust fund with the Department of Recreation and Parks for the purpose of acquisition, development and maintenance of open space and/or streetscape amenities within the Greater Downtown Housing Incentive Area, and within the Community Plan Area in which the project is located. The in-lieu fee is independent of any required park and recreation impact fee.

Sec. 3. Section 12.33 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 12.33. PARK FEES AND LAND DEDICATION.**

**A. Purpose.** New residential dwelling units increase demand on existing park and recreational facilities and create the need for additional facilities. The purpose of this Section is to enable the acquisition of land and the collection of fees to be used for the purpose of developing new or rehabilitating existing recreational facilities in order to create a healthy and sustainable city.

**B. Types of Fees.** The type and amount of park and recreation impact fee associated with a project depends on the type of project being developed. Subdivision

projects consisting of more than 50 residential units are subject to a Quimby in-lieu fee. All other residential projects are subject to a park mitigation fee. Collectively, these fees are referred to in this Code as park fees.

**C. Subject Properties.** All new residential dwelling units and joint living and work quarters shall be required to dedicate land, pay a fee or provide a combination of land dedication and fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents. For the purposes of this Section, dwelling units, second dwelling units in a single family zone, and joint living and work quarters shall be referred to as “dwelling units” or “residential dwelling units.”

1. **Residential Subdivision Projects That Contain More Than 50 Dwelling Units.** A subdivision containing more than 50 dwelling units shall be required to participate in an early consultation with the Department of Recreation and Parks and Department of City Planning pursuant to Subsection D and may be required to dedicate land, make park improvements, pay a park fee or provide a combination of land dedication and park fee payment.

2. **All Other Residential Projects.** For residential subdivision projects containing 50 or fewer dwelling units or for non-subdivision residential projects that are seeking a building permit for a project application that contains any number of net new dwelling units, the project shall pay a park fee pursuant to Subsection E. Applicants may choose to dedicate land or new park and recreational facilities, and/or improve existing park and recreational facilities in lieu of payment of a park fee.

3. **Exemptions.** The following types of development shall not be required to pay a park fee:

(a) Alterations, renovations or expansion of an existing residential building or structure where no additional dwelling units are created.

(b) Replacement of existing dwelling units on the same lot resulting in no net increase of residential dwelling units.

(c) The replacement of a destroyed or partially destroyed or damaged building or structure where no additional dwelling units are created.

(d) Affordable housing pursuant to Subsection G of this Section.

(e) Second dwelling units in single-family zones.

(f) Non-residential development.

**D. Residential Subdivision Projects That Contain More Than 50 Dwelling Units.**

1. **Early Consultation.** Applicants shall meet with the Department of Recreation and Parks and Department of City Planning staff in advance of submitting a tract map application for a project of more than 50 units. The purpose of this early consultation is to discuss whether the City requires land dedication for the project and/or to discuss credits available to the applicant, if any. The Department of Recreation and Parks shall provide written verification of the consultation to the project applicant within ten (10) business days of the meeting. Written verification of this consultation shall be required before the Department of City Planning accepts an application for a tentative tract map.

2. **Formula for Park Land Dedication.**

(a) The Department of Recreation and Parks shall calculate the amount of land to be dedicated by determining the number of non-exempt (per Section 12.33.C.3) net new dwelling units in the proposed project and multiply that number by the average number of people per occupied dwelling unit and multiplying that by the park service factor:

$$LD = (DU \times P) \times F$$

LD: Land to be dedicated in acres.

DU: Total number of new market-rate dwelling units.

P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.

F: Park service factor, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) Any land dedication for park and recreation purposes shall not be deducted from a site's gross lot area for the purposes of calculating project density, lot area, buildable area or floor area ratio.

(c) If after recording the final map there is an increase in the number of dwelling units to be built or a change in the number and/or type of dwelling units designated which increases the number of persons served by the subdivision, the project applicant shall be required to dedicate additional land and/or pay additional fees, as determined by the Department of Recreation and Parks and the City Planning Department.

3. **Park Land Dedication Radius.** Any land dedication for park and recreation purposes shall be located within a certain radius from the project site, as specified below:

(a) Neighborhood Park: within a 2-mile distance

(b) Community Park: within a 5-mile distance

(c) Regional Park: within a 10-mile distance

4. **Review of Land Dedication.**

(a) Upon receiving the project application for the tentative tract map, the Department of City Planning shall transmit the project application with land dedication to the Department of Recreation and Parks.

(b) After receipt of the project application, the Department of Recreation and Parks shall determine whether the land dedication proposal complies with the Department of Recreation and Parks's existing park and recreation standards and requirements.

(c) If the Department of Recreation and Parks determines that the land dedication proposal meets the standards and requirements of the department, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication. The Board of Recreation and Parks Commissioners may accept or decline the land dedication.

5. **Payment of Park Fee.** If the project will not be dedicating land for park and recreational purposes, the project applicant shall pay a park fee pursuant to Subsection E of this section.

**E. Park Fees for Non-Subdivision Residential Projects, Residential Subdivisions With 50 Units or Fewer, or Residential Subdivisions With More Than 50 Units That Are Not Dedicating Land.**

1. **Fees and Fee Schedule.** The park fee amount depends on the type of project. The Department of Recreation and Parks shall collect these fees pursuant to Section 19.17 and the Department of Recreation and Parks rate and fee schedule.

2. **Fee Calculation.** The Department of Recreation and Parks shall calculate the amount of the park fee due for each residential development project by determining the number of new non-exempt (pursuant to Section 12.33.C.3) dwelling units in the proposed project and multiplying the number of units by the park fee amount per dwelling unit according to the following formula:

$$\text{Project Park Fee} = \text{DU} \times \text{PRF}$$

DU: Total number of new, non-exempt (per Section 12.33.C.3) dwelling units.

PRF: Park Fee per unit.

3. **Fee Expenditure Radius.** Recreational sites and facilities shall be located within a certain radius from the project site, as specified below:

- (a) Neighborhood park: within a 2-mile distance.
- (b) Community park: within a 5-mile distance.
- (c) Regional park: within a 10-mile distance.

4. **Phase-in Period.** The park fee shall be phased in as described in Section 19.17 of this Code.

5. **Indexing.** Any fee imposed by this Section shall be adjusted on July 1st of each year by a percentage equal to a weighted average of the annual percentage change in: (1) the Construction Cost Index for Los Angeles, as published by Engineering News Record, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year; and (2) the annual percentage change in the Median Home Sales Price for the City of Los Angeles, as published by Dataquick News, or its successor publication, for the 12-month period between March in the year in which the adjustment is made and the month of March in the immediately preceding year.

6. **Fee Payment Timing.**

- (a) **Residential Subdivision Projects.** The park fee for residential subdivisions shall be calculated and collected prior to final subdivision map approval.
- (b) **Residential Non-Subdivision Projects.** For other residential development projects, the park fee shall be calculated and collected prior to the issuance of the Certificate of Occupancy.

**F. Park Fee as Additional Requirement.** The park fee enacted by this Section is a fee imposed on residential development projects reflecting each project's proportionate share of the cost of providing park land and improvements necessary to meet the needs created by each respective development. As such, the park fee is additional and supplemental to, and not in substitution of, on-site open space requirements required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

**G. Affordable Housing Exemption.**

1. Notwithstanding any other provision contained in this section, new residential dwelling units which are rented or sold to persons or households of

very-low, low or moderate income shall receive an affordable housing exemption from the park fee and land dedication requirement.

(a) An affordable housing unit shall receive an exemption from the requirement for dedication of land for park and recreational purposes and/or payment of the park fee if the affordable housing unit is affordable to a household at or below 120% of AMI.

(b) In projects with a mix of market-rate and affordable housing units, only the affordable housing units shall receive this exemption.

2. For any affordable housing unit qualifying for an exemption, a covenant acceptable to the Los Angeles Housing and Community Investment Department shall be recorded with the Los Angeles County Recorder, guaranteeing that the affordability criteria will be observed for at least 55 years from the issuance of the Certificate of Occupancy or a longer period of time if required by the construction or mortgage financing assistance program, mortgage assistance program, or rental subsidy program.

3. The Los Angeles Housing and Community Investment Department shall evaluate the project application to ensure it meets the above requirements and shall advise the Department of Recreation and Parks and the Department of City Planning about whether the project meets those requirements.

4. Should any qualifying affordable housing unit cease to operate as a qualifying affordable housing unit before the 55-year period has expired, then the parks fee for each said unit shall be paid to the City at the then current rate.

#### H. Credits.

##### 1. Public Land Dedication or Improvement to Dedicated Land.

(a) **Public Land Dedication.** In lieu of paying the park fee, land may be dedicated to the City of Los Angeles for public park and recreational purposes, at the City's option. This may be with or without recreational facility improvements. The amount of land to be dedicated shall be determined pursuant to one of the following formulas, and credit shall be granted, square foot for square foot, for any land dedicated to the City:

Subdivision Projects:

$$LD = (DU \times P) \times F_1$$

LD: Land to be dedicated in acres.

DU: Total number of net new, non-exempt (per Section 12.33.C.3) dwelling units.

- P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
- F<sub>1</sub>: Park service factor for subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

Non-Subdivision Projects:

$$LD = (DU \times P) \times F_2$$

- LD: Land to be dedicated in acres.
- DU: Total number of net new, non-exempt (per Section 12.33.C.3) dwelling units.
- P: Average number of people per occupied dwelling unit as determined by the most recent version of the U.S. Census for the City of Los Angeles.
- F<sub>2</sub>: Park service factor for non-subdivision projects, as indicated by the Department of Recreation and Parks rate and fee schedule.

(b) **Improvement to Dedicated Land.** In lieu of paying the park fee or dedicating land, the City may permit improvements to be made to land being dedicated as a City park or recreational facility.

(c) The total amount of credits shall not exceed 100 percent of the calculated requirement for the park fee or land dedication.

(d) Credit shall be granted for the property dedicated pursuant to this Section, dollar for dollar, in satisfaction of any park fee required to be paid. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar measure. Credits may be awarded for on-site or off-site land dedication and/or park improvements.

(e) The Department of Recreation and Parks shall determine whether the proposal complies with the department's park and recreational standards and requirements. If the department determines the proposal meets the department's standards and requirements, the General Manager of the Department of Recreation and Parks shall prepare a report to the Board of Recreation and Parks Commissioners regarding the proposed dedication or improvement. The Board of Recreation and Parks Commissioners may accept or decline the land dedication, new park and recreational facility, or improvement to existing park and facilities.

(f) If the dedication and/or improvement is accepted by the Board of Recreation and Parks Commissioners in lieu of the park fee or land dedication, or any portion thereof, the City shall reduce or waive the

fee, or land dedication, or any portion thereof, upon dedication of the property and/or guarantee of the improvement. The guarantee of the improvement shall be to the satisfaction of the Department of Recreation and Parks and shall be by a deposit with the Department of Recreation and Parks of an irrevocable deposit instrument issued by a bank, savings and loan association or other depository whose deposits are insured by an instrumentality of the federal government. The deposit must be fully insured by such instrumentality. The deposit instrument must be in a form that permits collection by the City of Los Angeles at maturity without further consent of any other party.

2. **Privately Owned Park and Recreational Facilities.** Where facilities for park and recreational purposes are provided in a proposed residential development and such facilities will be privately owned and maintained by the future owners of the development, the areas occupied by such facilities shall be partially credited against the requirement of dedication of land for park and recreational purposes of the payment of a park fee thereof, provided that the following standards are met to the satisfaction of the Department of Recreation and Parks: (1) that each facility is available for use by all the residents of the residential development; and (2) that the area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents.

(a) The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(b) The amount of credits for publicly accessible, privately maintained park and recreational facilities shall not exceed 100 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.

(c) Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.

(d) Credit shall be granted, dollar for dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar.

(e) Credits shall not be given for the following:

(1) Yards, court areas, setbacks and other open space areas required to be maintained by the City's Municipal Code, specific plan or any other planning document.

(2) Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in Section 12.21.

(f) The granting of credits shall also be subject to the following:

(1) The private ownership and maintenance of the facilities shall be adequately provided for by written agreements; and

(2) The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council; and

(3) The proposed facilities are reasonably adaptable for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location of the private open space land; and

(4) The proposed non-public facilities are available for use by all the residents of the proposed residential development; and

(5) Any proposed publicly-accessible, privately-maintained park and recreational facilities are accessible for use by the general public with no discrimination between residents and non-residents, are open at hours comparable to those of City parks and facilities, and have appropriate signage indicating that the space is public; and

(6) The facilities are in substantial accordance with, and meet the policies and standards for, the development of park and recreational facilities.

3. **Dwelling Unit Construction Tax Credit.** A credit shall be allowed whenever a dwelling unit construction tax previously has been paid pursuant to Section 21.10.3 of the Municipal Code for dwelling units constructed on land for which a fee is required to be paid in accordance with the provisions of this

Section. Said credit shall be equal to the amount of the tax previously paid, but shall not exceed the amount of any fee required to be paid under the provisions of this Section.

4. **Credit Request Timing.** The project applicant shall submit any requests for credit, and the Department of Recreation and Parks may only approve such requests, prior to the approval of the Final Map or prior to the date of final inspection, or the date of the Certificate of Occupancy, whichever is earliest and applicable, and prior to the dedication of any land or payment of any park fee.

**I. Park Fee Account and Accounting.**

1. **Park Fee Account.** The City of Los Angeles establishes a separate park and recreation fee trust fund account (hereinafter "account") to which any park fee collected by the City shall be posted. The funds of the account shall not be commingled with any other funds or revenues of the City. Any interest accrued by the account shall be used solely for the purposes of park and recreational facility acquisition, expansion and improvement.

2. **Park Fee Accounting.** Within 180 days after the last day of each fiscal year, the Department of Recreation and Parks shall report to the Board of Commissioners of Recreation and Parks on the amount of the fee income (including interest income), expenditures, status of the trust fund account, and intrafund transfers. The Department of Recreation and Parks shall also report on each of the park and recreational facilities on which fees were committed in the last fiscal year and the approximate date by which the construction of the park and recreational facilities will commence. The City shall maintain accounts and prepare reports in accordance with California Government Code Section 66001 or successor section.

3. **Refund of Fees Under the Government Code.**

(a) Park fees collected pursuant to this section shall be committed by the City within five years of receipt of payment for a residential development project to serve or benefit residents of the project for which the fees were collected.

(b) If the fees are not committed as specified in this section, Quimby fees shall be refunded in accordance with California Government Code Section 66477 or successor section. All other park fees shall be refunded in accordance with California Government Code Section 66001 or successor section.

4. **Other Refunds.** In the event that an applicant requests a refund for reasons not set forth in Government Code Sections 66001 or 66477, or their

successor sections, if any, the applicant shall submit a claim for a refund with the Department of Recreation and Parks. Upon the department's determination, the fee payer may receive a refund, without interest, of the fees paid pursuant to this section; however, the portion of any fee revenue received by the City as reimbursement of its costs in administering the provisions of this section shall not be refunded. The fee payer shall submit an application for a refund to the City within one year of payment. Failure to timely submit the required application for refund shall constitute an absolute waiver of any right to the refund.

**J. Use of Park Fees or Lands Dedicated Pursuant to this Section.**

1. The dedicated lands or park fees collected pursuant to this section shall be used for the acquisition, improvement and expansion of public parks and recreational facilities. The fees shall be committed and expended in accordance with the provisions and procedures established in this section. The park fee may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by, or on behalf of, the City to finance such park and recreational facility improvements; and any administrative costs incurred by the City in accordance with this section.

2. Interest accrued on Quimby in-lieu fees collected pursuant to this section may be applied outside the project development for which the original fees were collected, provided that the Department of Recreation and Parks holds a public hearing prior to committing the interest, and uses the interest to develop new or rehabilitate existing neighborhood or community parks or recreational facilities within the City. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

3. All such public parks and recreational facilities shall comply with the principles and standards set forth in the General Plan.

4. The park or recreational facilities acquired, improved or expanded shall be publicly accessible and serve or benefit the project that dedicated the land or paid the fees.

**K. Effective Date.**

1. This ordinance shall take effect on the 120<sup>th</sup> day following its adoption.

2. Any park fee paid prior to the effective date of this ordinance shall not be recalculated pursuant to the provisions of this ordinance.

3. Any project that would otherwise be subject to a park fee pursuant to this section but has acquired vested rights under Section 12.26.A.3 of this Code prior to the effective date of this ordinance, and/or has an approved vesting

tentative map pursuant to Section 17.15, the application for which has been deemed complete prior to the effective date of this ordinance, shall not be subject to a park fee.

**L. Severability.** If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance, which can be implemented without the invalid provisions and, to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted each and every provision and portion thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

Sec. 4. The first paragraph of Subsection A of Section 17.03 of the Los Angeles Municipal Code is amended to read as follows:

**A. Authority and Duties.** The Advisory Agency is charged with the duty of making investigations and reports on the design and improvement of proposed subdivisions, of requiring the dedication of land, the payment of fees in lieu thereof, or a combination of both, for the acquisition and development of park and recreation sites and facilities, and is hereby authorized to approve, conditionally approve, or disapprove Tentative Maps of proposed subdivisions, private streets and such maps as are provided for herein, to prescribe the design, kinds, nature and extent of improvements required to be installed in connection therewith and to report directly to the subdivider the action taken on the Tentative Map.

Sec. 5. Subsection N of Section 17.07 of the Los Angeles Municipal Code is deleted.

Sec. 6. Section 17.12 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 17.12. PARK AND RECREATION SITE ACQUISITION AND DEVELOPMENT PROVISIONS.**

No final subdivision map shall be approved, nor shall it be recorded, unless land within the subdivision has been dedicated to the City of Los Angeles for park or recreational purposes or the park fee has been paid pursuant to Section 12.33 of the Los Angeles Municipal Code.

Sec. 7. Section 17.58 of the Los Angeles Municipal Code is deleted and replaced with the following:

**SEC. 17.58. PARK AND RECREATION SITE ACQUISITION AND DEVELOPMENT.**

No final subdivision map shall be approved, nor shall it be recorded, unless land within the subdivision has been dedicated to the City of Los Angeles for park or recreational purposes or the park fee has been paid pursuant to Section 12.33 of the Los Angeles Municipal Code.

Sec. 8. Note (2) of Subsection A of Section 19.01 of the Los Angeles Municipal Code is hereby deleted in its entirety.

Sec. 9. A new Section 19.17 of the Los Angeles Municipal Code is added to read as follows:

**SEC. 19.17. PARK FEE.**

The following fees shall be paid to the Department of Recreation and Parks. Current figures are located in the Department of Recreation and Parks Rate and Fee Schedule.

Subdivision (Quimby in-lieu) fee:

At effective date of ordinance: \$7,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Non-subdivision (park mitigation) fee:

At effective date of ordinance: \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

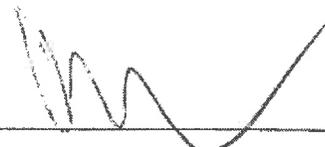
First annual RAP rate and fee schedule update after effective date of ordinance: The prior year's fee amount plus \$2,500, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Each subsequent annual RAP rate and fee schedule update: The fee of the previous year, adjusted for inflation pursuant to Section 12.33.E.5 of this Code.

Sec. 10. 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 at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 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 SEP - 7 2016.

HOLLY L. WOLCOTT, City Clerk

By  Deputy

Approved SEP 13 2016

 Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

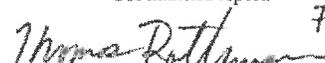
By   
ADRIENNE S. KHORASANEE  
Deputy City Attorney

Date 9-7-16

Pursuant to Charter Section 559, I disapprove this ordinance on behalf of the City Planning Commission . . . . .

September 7, 2016

See attached report.

 *For V8*  
Vincent P. Berton, AICP  
Director of Planning

File No. CF 16-0529

OFFICE OF GENERAL MANAGER

NO. 591-75

MAY 1, 1975

BOARD OF RECREATION AND PARK COMMISSIONERS

Approval of Tentative Tract Maps -  
Subdivisions Containing 50 Lots or Less

**APPROVED**  
MAY 1 1975

BOARD OF RECREATION  
AND PARK COMMISSIONERS

General Manager

Disapproved \_\_\_\_\_

Further Report \_\_\_\_\_

Ordinance #141,422) required that the General Manager of the Department of Recreation and Parks shall submit a report to the Advisory Agency on each application for subdivision approval. This report is to contain recommendations by the Board as to whether land is to be dedicated, a fee is to be paid, or a combination of both. These recommendations are subject to the limitations specified in the Ordinance.

One of the limitations imposed by the Ordinance is that in subdivisions containing 50 lots or less, only the payment of fees is required. In this instance, the limitation does not leave the Board the option of accepting land or a fee but makes the choice an administrative one. Because of this factor, staff is requesting that the Board authorize the General Manager or his designated representative to recommend that the payment of a fee be required for subdivisions containing 50 lots or less; and that such recommendations be transmitted to the Advisory Agency by the Board as the need arises. This procedure would not only relieve the Board of a purely administrative burden but would also help expedite processing of tentative tract maps.

The Board will make periodic reports to the Board concerning the number of tracts on which the payment of a fee has been required. As in the past, reports concerning subdivisions containing more than 50 lots will be presented for Board approval.

Recommendation:

That the Board authorize the General Manager, or his duly authorized representative, to recommend that the payment of a fee be required for subdivisions containing 50 lots or less; and,

That the Advisory Agency (Mr. Roy Bundick, acting for the Director of City Planning) be so informed.

CITY OF LOS ANGELES  
CALIFORNIA

ATTACHMENT 3

COMMISSIONERS

STEPHEN REINHARDT  
PRESIDENT  
E. GREGORY HOOKSTRATTEN  
VICE-PRESIDENT  
EVELYN VELARDE BENSON  
BRAD PYE, JR.  
JILL SWIFT

PATRICIA A. WILSON  
SECRETARY



TOM BRADLEY  
MAYOR

DEPARTMENT OF  
RECREATION AND PARKS  
200 NO. MAIN ST.  
CITY HALL EAST  
13TH FLOOR  
LOS ANGELES, CALIF. 90012  
485-5571

WM. FREDERICKSON, JR.  
GENERAL MANAGER

Mr. Roy Bundick  
Acting Director  
City Planning Department  
Room 561-C, City Hall

Dear Mr. Bundick:

Approval of Tentative Tract Maps  
City Ordinance No. 141,422

At its meeting held on May 1, 1975, the Board of Recreation and Park Commissioners adopted Report No. 591. This report authorizes the General Manager of the Department of Recreation and Parks or his duly authorized representative to recommend that the payment of a fee be required for those subdivisions of fifty lots or less.

Pursuant to the Board's action, the attached report, the attached report contains a list of tracts of fifty lots or less in which case the payment of a fee has been recommended.

Very truly yours,

JOEL BREITBART, Superintendent  
Planning and Development

ALONZO A. CARMICHAEL  
Planning Officer

JB:AAC/cjl  
attachment

**BOARD REPORT**

NO. 16-249

DATE December 14, 2016

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: KEN MALLOY HARBOR REGIONAL PARK – PARK RENOVATION (PRJ21089) PROJECT – ALLOCATION OF QUIMBY FEES; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,3) AND CLASS 11(3) OF THE CITY CEQA GUIDELINES

<i>fuj</i>	AP Diaz _____	V. Israel _____
	*R. Barajas <u>RBP</u>	K. Regan _____
	H. Fujita _____	N. Williams _____

  
General Manager

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

RECOMMENDATION

1. Approve the scope of Ken Malloy Harbor Regional Park – Park Renovation (PRJ21089) Project, as described in the Summary of this Report;
2. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer One Million, Three Hundred Thousand Dollars (\$1,300,000.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Ken Malloy Harbor Regional Park Account No. 89460K-HP;
3. Approve the allocation of One Million, Three Hundred Thousand Dollars (\$1,300,000.00) in Quimby Fees from Ken Malloy Harbor Regional Park Account No. 89460K-HP to the Ken Malloy Harbor Regional Park – Park Renovation (PRJ21089) Project (Project);
4. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption;
5. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
6. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## BOARD REPORT

PG. 2 NO. 16-249

### SUMMARY

Ken Malloy Harbor Regional Park is located at 25820 Vermont Avenue in the San Pedro area of the City. This 290.87-acre park provides picnic areas, a walking/jogging trail, a lake, a campground, and two children's play area for the use and enjoyment of the surrounding community. Approximately Nine Thousand, Five Hundred Seventy Two (9,572) residents live within a one-half (½) mile walking distance of Central Recreation Center. Due to the facilities, features, programs, and services it provides, Ken Malloy Harbor Regional Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

RAP staff has identified a need for various improvements to Ken Malloy Harbor Regional Park. The scope of the proposed Project includes the renovation and conversion of the existing boathouse building into a Park Ranger substation; the refurbishment of an existing parking lot; improvements to park pathways and driveways; the replacement of an existing children's play area with a new outdoor fitness zone; security lighting and the installation of new fencing. RAP Staff has determined that these improvements are necessary and will be of benefit to park users and the surrounding community.

Upon approval of this Report, a total of One Million, Three Hundred Thousand Dollars (\$1,300,000.00) in Quimby Fees can be transferred from the Quimby Fees Account No. 89460K-00 to the Ken Malloy Harbor Regional Park Account No. 89460K-HP, and allocated to the Project. These Quimby Fees were collected within two (miles of Ken Malloy Harbor Regional Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

### TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Ken Malloy Harbor Regional Park. No new trees or new shade are proposed to be added to Ken Malloy Harbor Regional Park as a part of this Project.

### ENVIRONMENTAL IMPACT STATEMENT:

The subject Project will consist of modifications to existing park facilities including interior or exterior alterations involving remodeling or minor construction where there be negligible or no expansion of use; minor alteration of pathways, pedestrian trails, parking lots, and service roads; and, the placement of new accessory structures. Therefore, the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1,3) and Class 11(3) of the City CEQA Guidelines

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on the Department.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the

BOARD REPORT

PG. 3 NO. 16-249

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

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

**BOARD REPORT**

NO. 16-250

DATE December 14, 2016

C.D. 10

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: RANCHO CIENEGA SPORTS COMPLEX (PHASE 1 – PRJ20308)  
(PHASE 2 – PRJ21049) (W.O. #E1907694) – ADOPT THE INITIAL STUDY AND  
MITIGATED NEGATIVE DECLARATION

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

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

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

RECOMMENDATIONS

1. Review, consider and adopt the Initial Study (IS) and Mitigated Negative Declaration (MND), herein included as Attachment 1, for the Rancho Cienega Sports Complex (Phase 1 – PRJ20308) (Phase 2 – PRJ21049) (W.O. #E1907694) project (Project), finding that on the basis of the whole record of proceedings of the Project, including the IS/MND and any public and/or agency comments received therefrom, that there is no substantial evidence that the Project will have a significant effect on the environment, and that all potentially significant environmental effects of the Project have been properly disclosed, evaluated, and mitigated in the IS/MND in compliance with the California Environmental Quality Act (CEQA) and the State and City CEQA Guidelines, and that the IS/MND reflects the Board's independent judgment and analysis;
2. Adopt the Mitigation Monitoring and Reporting Plan (MMRP), published under separate cover, herein included as Attachment 3, that specifies the mitigation measures to be implemented in accordance with CEQA Guidelines (Section 15074(d));
3. Approve the Rancho Cienega Sports Complex (Phase 1 – PRJ20308) (Phase 2 – PRJ21049) (W.O. #E1907694) Project, as described herein;
4. Direct Staff to file a Notice of Determination (NOD) for the adopted IS/MND with the Los Angeles City Clerk and the Los Angeles County Registrar/Recorder within five days of the Board's approval; and,

## BOARD REPORT

PG. 2 NO. 16-250

### SUMMARY

The Rancho Cienega Sports Complex (Phase 1 – PRJ20308) (Phase 2 – PRJ21049) (W.O. #E1907694) Project is located at 5001 Rodeo Road in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles, in Council District 10.

The proposed Project will be implemented in two phases. The components proposed to be implemented in each phase are described below. The proposed Project would be designed and constructed to meet LEED Silver designation. The construction of the proposed Project is anticipated to begin in July 2017 and would occur for approximately twenty-seven (27) months, ending in October 2019. Phase 1 activities would last approximately seventeen (17) months, and Phase 2 activities would last approximately ten (10) months.

#### Phase 1

Phase 1 will include demolition of existing facilities, hazardous materials abatement, grading, pile installation, foundation construction, utility installations, building construction, parking lot grading, and landscape and site improvements. Phase 1 activities would occur in the south central portion of the Project site and include the following elements:

##### Indoor Gymnasium

The existing gymnasium would be demolished and a new approximately 24,000-square-foot gymnasium would be built east of the Jackie Robinson Stadium and north of the primary parking lot. The proposed new gymnasium would include office space, a running path, and a lookout deck on the second floor, and a second floor walkway that would connect the proposed indoor gymnasium to the proposed indoor pool.

##### Indoor Pool and Multi-use Building

The scope includes demolition of the existing restroom facilities and construction of a new, approximately 25,000-square-foot indoor pool and bathhouse facility in the central portion of the property adjacent to the existing childcare center and north of the proposed primary parking area. The new indoor pool facility would include a bathhouse, restrooms, lockers, and changing rooms on the ground floor, and a community room, fitness annex, and kitchen on the mezzanine level.

##### Tennis Shop/Overlook

The existing tennis shop will receive interior and infrastructure upgrades, as well as the installation of two Americans with Disabilities Act (ADA) accessible restrooms. A new bleacher structure would be constructed adjacent to the existing tennis courts, and east of the existing childcare center, to provide a shaded viewing area of the tennis courts.

## BOARD REPORT

PG. 3 NO. 16-250

### Stadium Overlook/Concession Stand

A new stadium overlook and concession stand would be constructed east of and adjacent to the existing Jackie Robinson Stadium. The facility will include a concession stand, restrooms, and a ticket office on the ground level, and a stadium overlook with bleachers on the mezzanine level, totaling approximately 4,000 square feet.

### Playground

The existing playground located between the existing childcare center and tennis courts would be demolished, in order to accommodate the new tennis shop and restroom facility. A new playground would be constructed directly west of the proposed tennis shop.

### Primary Parking Lot

The existing parking lot along Rodeo Road will be re-graded, rearranged, and repaved to meet the current parking standards.

### Phase 2

Phase 2 includes demolition of the concrete surrounding the existing RAP maintenance building, hazardous materials abatement, grading for the parking lot and other site improvements, utility adjustments and upgrades, renovation of the existing maintenance yard and various site improvements, and installation of landscape and hardscape. The majority of the Phase 2 activities would occur in the western and northwestern portion of the Project site, with some landscaping, storm drainage, and security lighting installed in the eastern portion of the Project site. The Phase 2 components include the following: grading and repaving of the existing parking lot located on the North side of the site, development of a new parking lot, on the North side of the site, which infiltrates 100% of the storm-water, and installation of landscape and hardscape.

### RAP Maintenance Yard and Refuse Collection Center

The scope includes rehabilitation of the existing RAP maintenance building and relocation of the RAP maintenance yard adjacent to the northwest corner of the Jackie Robinson Stadium. A new maintenance yard and refuse collection center would be constructed adjacent to the rehabilitated RAP maintenance building.

### Northwestern Driveway

The scope includes construction of a new driveway at the northwestern boundary of the project site. The driveway would extend towards Exposition Boulevard that currently ends at the parking lot on the northwestern part of the property.

## BOARD REPORT

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### Controlled Driveway

The construction of a new controlled driveway at the southwest corner of the Project site near the Jackie Robinson Stadium has been included to alleviate current parking and access limitations. The driveway would allow only right-in/right-out access from Rodeo Road when additional parking is required for special events or community programs. Bollards would be located at the driveways to prohibit access during normal operations.

### Off-street Parking

The scope includes installation of off-street parking along the western boundary of the Project site, adjacent to the Jackie Robinson Stadium. Additional off-street parking would be installed along the northwestern boundary of the Project site, adjacent to the new driveway and Metro Expo Rail Line. With installation of off-street parking, the overall number of parking spaces available in the park would remain the same as existing conditions (411 spaces) but would be reconfigured to allow for landscaping and parking lot improvements.

### Overflow Parking

The proposed scope includes alteration of the existing parking lot in the northwestern portion of the Project site controlled overflow parking area. Based on scheduling, the overflow parking area can also be used for events, or passive park activities. When used for parking, an additional eighty-eight (88) spaces would be available to park patrons, for a total of 499 parking spaces in the overall park. Bollards would be located at the driveways to prohibit access during normal operations.

The proposed Project is being designed and constructed to meet the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Silver designation. The Gym structure is being designed to achieve the Living Building Challenge Net Zero Energy Certification.

The proposed Project would be constructed using a combination of Federal and local funds. Funding may include U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), Proposition K (L.A. for Kids Program), Capital Improvement Expenditure Program (CIEP), Municipal Improvement Corporation of Los Angeles (MICLA), and Quimby Funds. The City Engineer's Estimate for the construction costs for the first phase of this Project is Twenty-Five Million Dollars (\$25,000,000.00). Bid alternates will be placed in the Bid documents to account for the funding gap. RAP and Council District 10 are also searching for additional funding sources. The second phase will be implemented as funding becomes available in subsequent fiscal years. Funds are currently available from the following funding sources.

BOARD REPORT

PG. 5 NO. 16-250

FUNDING SOURCE	FUND/DEPT/ACCT NO	AMOUNT
Community Development Block Grant (CDBG), United States Department of Housing and Urban Development (HUD)	424/43/43L505	\$3,640,432
Proposition K (Sports Complex/ Fitness Annex)		
Proposition K K-17 (S93 - PY 17; FY 2013-14)	43K/10/10K213	\$100,000
Proposition K K-18 (S93 - PY 18; FY 2014-15)	43K/10/10L213	\$300,000
Proposition K K-18 (S94 - PY 18; FY 2014-15) inflation	43K/10/10LK04	\$125,509
Proposition K K-19 (FY 17-18) (S93 - PY 19; FY 2015-16)	TBD	\$750,000
Proposition K K-20 (FY 18-19) (S93 - PY 20; FY 2016-17)	TBD	\$850,000
Proposition K (Lighting & Shade Structure)		
Prop K K-17 (8 <sup>th</sup> Cycle) (C227-8 - PY 17; FY 2013-14)	43K/10/10KM20	\$50,000
Prop K K-18 (8 <sup>th</sup> Cycle) (C227-8 - PY 18; FY 2014-15)	43K/10/10LM20	\$200,000
Prop K K-19 (FY-17-18) (C227-8 - PY 20; FY 2016-17)	TBD	\$250,000
Prop K Assessment Gap (FY 15-16)	TBD	\$1,750,000
Capital Improvement Expenditure Program	100/54/00L094	\$537,048
Sites and Facilities (15-16)	209/88/88M211	\$2,750,000
Sites and Facilities (16-17)	TBD	\$1,050,000
Municipal Improvement Corporation of Los Angeles (MICLA)		
MICLA (FY 14-15) - Appropriated	298/50/50LTRC	\$2,100,000
MICLA (FY 14-15) - Balance	TBD	\$5,400,000
MICLA (FY 15-16)	TBD	\$3,500,000
<b>TOTAL</b>		<b>\$23,352,989</b>

## BOARD REPORT

PG. 6 NO. 16-250

### ENVIRONMENTAL IMPACT STATEMENT

In accordance with the requirements of CEQA, an MND was prepared based on an IS which determined that all potentially significant environmental effects would be mitigated to a level less than significant. The IS/MND was circulated to all interested parties and responsible agencies, and filed with the State Clearinghouse for a 30-day review and comment period from March 3, 2016 to April 1, 2016.

Several comment letters were received on potential environmental effects that have been incorporated into the final IS/MND, copies of which have been provided to the Board for its review and consideration. However, the comments did not require any additional environmental analyses or substantive changes to the IS/MND.

A Mitigation Monitoring and Reporting Plan has been prepared that specifies all the mitigation measures identified in the IS/MND, which will either reduce to a level of insignificance or eliminate the potentially significant environment impact of the Project.

### TREES AND SHADE

The Project Manager, Landscape Architect, and RAP Forestry Division have surveyed the trees on the site and determined that ninety-one (91) of the one hundred seventy-eight (178) existing trees may be removed due to a variety of reasons. Poor health, placement of structures and walkways, and maintenance concerns dictate the replacement of trees. The majority of the trees to be removed are of the Magnolia grand flora type (Southern Magnolia), and either conflict with the placement of buildings and new infrastructure, or present significant maintenance concerns.

Extensive analysis has been performed to determine how best to reestablish the tree canopy with 167 new trees, which presents a 1:1.8 tree replacement ratio. The existing tree canopy currently equates to 151,436 square feet. (roughly 13% site coverage). The One hundred twenty-seven (127) new trees will have a minimum forty-eight inch (48") box size, and will provide a tree canopy of 153,858 square feet. (roughly 13% site coverage) in five (5) years, and 268,479 square feet (roughly 24% site coverage) in ten (10) years (See attached addendum to the Environmental Report). Ten (10) years is the typical benchmark for gauging the required maturity for trees per the City adopted landscape ordinance.

The new trees may be selected and contract grown in advance, as part of the construction contract, to ensure that an appropriate sized tree is installed during construction.

Two additional structures, shaded with photovoltaic panels, will be constructed as part of the Phase 1 scope to shield the new bleachers adjacent to the Tennis courts and the new bleacher within the new Stadium Overlook adjacent to the Stadium.

## BOARD REPORT

PG. 7 NO. 16-250

### FISCAL IMPACT STATEMENT

The Project will be funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to RAP's General Fund. However, future operations and maintenance costs will be included in future departmental annual budget requests RAP's General Fund.

This Report was prepared by Ohaji K Abdallah, Project Manager, Department of Public Works, Bureau of Engineering (BOE) Architectural Division and James R Tebbetts, Environmental Specialists, BOE, Environmental Management Group (EMG). Reviewed by Neil Drucker, Program Manager, Recreational and Cultural Facilities Program, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch, RAP.

### LIST OF ATTACHMENTS

1. CEQA Initial Study and Mitigated Negative Declaration (MND) and Environmental Effects/Initial Study Checklist and comments and responses.
2. Appendices to the MND to include the following:
  - Appendix A: *Air Quality and Greenhouse Gas Analysis Technical Memorandum*
  - Appendix B: *Biological Resource Search Results*
  - Appendix C: *Cultural Resources Assessment*
  - Appendix D: *Geotechnical Data Report*
  - Appendix E *Noise and Vibration Impact Study*
  - Appendix F *Traffic Study*
3. Mitigation Monitoring and Reporting Program, dated May, 2016.
4. Tree Canopy Analysis dated December 5, 2016

*Final Initial Study/  
Mitigated Negative Declaration  
for*

**Rancho Cienega Sports Complex Project**  
*State Clearinghouse No. 2016031012*



May 2016



**City of Los Angeles**

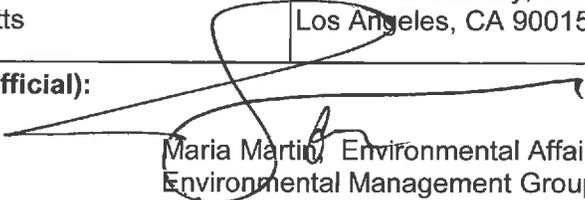


**Department of  
Recreation and Parks**



**Bureau of Engineering  
Environmental  
Management Group**



<b>CITY OF LOS ANGELES</b> OFFICE OF THE CITY CLERK ROOM 395, CITY HALL LOS ANGELES, CALIFORNIA 90012 <b>CALIFORNIA ENVIRONMENTAL QUALITY ACT</b> <b>MITIGATED NEGATIVE DECLARATION</b> (Article I, City CEQA Guidelines)		
<b>LEAD CITY AGENCY AND ADDRESS:</b> Public Works Bureau of Engineering 1149 Broadway, Suite 600 Los Angeles, CA 90015-2213		<b>COUNCIL DISTRICT</b> 10
<b>PROJECT TITLE: RANCHO CIENEGA SPORTS COMPLEX (CELES KING III) (G922)</b> <b>(WO: E1907694)</b>		<b>T.G.</b> Page 673, Grids C-1 and D-1
<b>PROJECT LOCATION:</b> The project site is located at 5001 Rodeo Road in the West Adams-Baldwin Hills-Leimert Community and Council District 10 in the City of Los Angeles. The project site is bounded by the Los Angeles County Metropolitan Transportation Authority (Metro) Expo Line light rail transit system to the north, Dorsey High School to the east, Rodeo Road to the south, and La Brea Avenue on the west.		
<b>DESCRIPTION:</b> The proposed Rancho Cienega Sports Complex Project includes the development of an upgraded and expanded sports complex. The proposed project would construct a new 30,000 square-foot sports complex that would include a new indoor pool and bathhouse with a community room and fitness annex on the second floor; a new indoor gymnasium with office space, a running path, and a lookout deck on the second floor; a new tennis shop with restrooms and tennis overlook; a new stadium overlook with a concession stand, restrooms and a ticket office; installation of new driveways; and upgrades to existing parking areas. The proposed project would also renovate the existing City of Los Angeles Department of Recreation and Parks (RAP) maintenance yard and building as well as the existing refuse collection. Other site improvements include upgrades to existing parking, security lighting, additional stormwater and drainage infrastructure, landscaping, and hardscaping. The proposed project would be designed and constructed to meet the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Silver designation.		
<b>NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY:</b>		
<b>FINDING:</b> The City Engineer of the City of Los Angeles has determined the proposed project will not have a significant effect on the environment. See attached Initial Study.		
<b>SEE THE ATTACHED PAGES FOR ANY MITIGATION MEASURES IMPOSED</b>		
<b>Any written objections received during the public review period are attached, together with the responses of the lead City agency.</b>		
<b>THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED</b>		
<b>PERSON PREPARING THIS FORM:</b> James R Tebbetts	<b>ADDRESS:</b> 1149 S. Broadway, Suite 600, MS 939 Los Angeles, CA 90015	<b>TELEPHONE NUMBER:</b> (213) 485-5732
<b>SIGNATURE (Official):</b>  Maria Martin, Environmental Affairs Officer Environmental Management Group		<b>DATE:</b> 5/17/16



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- Appendix F Traffic Study

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CITY OF LOS ANGELES  
CALIFORNIA ENVIRONMENTAL QUALITY ACT  
**INITIAL STUDY**

Council District: 10 Date: May 2016  
Lead City Agency: Department of Public Works, Bureau of Engineering  
Project Title: Rancho Cienega Sports Complex Project

**I. INTRODUCTION**

**A. Purpose of an Initial Study**

The California Environmental Quality Act (CEQA) was enacted in 1970 for the purpose of providing decision-makers and the public with information regarding environmental effects of proposed projects; identifying means of avoiding environmental damage; and disclosing to the public the reasons behind a project's approval even if it leads to environmental damage. The Bureau of Engineering Environmental Management Group has determined that the proposed project is subject to CEQA and no exemptions apply. Therefore, the preparation of an Initial Study (IS) is required.

An IS is a preliminary analysis conducted by the lead agency, in consultation with other agencies (responsible or trustee agencies, as applicable), to determine whether there is substantial evidence that a project may have a significant effect on the environment. If the IS concludes that the project, with incorporation of mitigation, may have a significant effect on the environment, an Environmental Impact Report (EIR) should be prepared; otherwise the lead agency may adopt a Negative Declaration (ND) or Mitigated Negative Declaration (MND).

The IS/MND contained herein has been prepared in accordance with CEQA (Public Resources Code §21000 et seq.), the State CEQA Guidelines (Title 14, California Code of Regulations, §15000 et seq.), and the City of Los Angeles CEQA Guidelines (1981, amended July 31, 2002).

## PUBLIC WORKS – BUREAU OF ENGINEERING

### **B. Document Format**

This Final IS/MND is organized into ten sections as follows:

Section I, Introduction: provides an overview of the project and the CEQA environmental documentation process.

Section II, Project Description: provides a description of the project location, project background, project components, and proposed construction and operation.

Section III, Existing Environment: provides a description of the existing environmental setting with focus on features of the environment that could potentially affect the proposed project or be affected by the proposed project.

Section IV, Environmental Effects/Initial Study Checklist: presents the City of Los Angeles' Checklist for all impact areas and mandatory findings of significance. This Section includes a discussion of the environmental effects and identifies applicable mitigation measures.

Section V, Mitigation Measures: provides the mitigation measures that would be implemented to ensure that potential adverse impacts of the proposed project would be reduced to a less than significant level.

Section VI, Preparation and Consultation: provides a list of key personnel involved in the preparation of this report and key personnel consulted.

Section VII, Determination – Recommended Environmental Documentation: provides the recommended environmental documentation for the proposed project.

Section VIII, References: provides a list of reference materials used during the preparation of this report.

Section XI, Clarifications and Modifications: provides a list of revisions intended to update the IS/MND in response to the comments received during the public review period.

Section X, Response to Comments: provides individual responses to the comments received during the public review period.

### **C. CEQA Process**

The proposal to adopt a ND (or MND) initiates a 20-day public comment period, 30 days if a State Agency is involved. The purpose of this comment period is to provide public agencies and the general public an opportunity to review the IS and comment on the adequacy of the analysis and the findings of the lead agency regarding potential environmental impacts of the proposed project. If a reviewer believes there is substantial evidence that the project may have a significant effect on the environment, the reviewer should (1) identify the specific effect, (2) explain why it is believed the effect would occur,

## PUBLIC WORKS – BUREAU OF ENGINEERING

and (3) explain why it is believed the effect would be significant. Facts or expert opinion supported by facts should be provided as the basis of such comments.

Prior to making a determination, the decision-making body (for this proposed project, it is the Department of Recreation and Parks Board of Commissioners) must consider the IS together with any comments received during the public comment review process. The decision-making body would adopt the IS only if it finds, on the basis of the whole record before it, that there is no substantial evidence that the project would have a significant effect on the environment and that the study reflects the lead agency's independent judgment and analysis.

Public notification of agenda items for the Department of Recreation and Parks Board of Commissioners is posted 72 hours prior to the public meeting. The agenda for the Department of Recreation and Parks Board of Commissioners can be obtained via the internet at: <http://www.laparks.org/commissionerhtm/2016/16agendas.htm>. However, the official electronic website posting location for the agendas for the meetings of the Department of Recreation and Parks Board of Commissioners and its Task Forces is at [www.lacity.org](http://www.lacity.org).

If the project is approved, the City would file a Notice of Determination (NOD) with the County Clerk within 5 days. The NOD would be posted by the County Clerk within 24 hours of receipt. This begins a 30-day statute of limitations on legal challenges to the approval under CEQA. The ability to challenge the approval in court may be limited to those persons who objected to the approval of the project, and to issues which were presented to the lead agency either orally or in writing, during the public comment period.

As a covered entity under Title II of the *Americans with Disabilities Act* (ADA), the City of Los Angeles does not discriminate on the basis of disability and, upon request, would provide reasonable accommodation to ensure equal access to its programs, services, and activities.

## II. PROJECT DESCRIPTION

### A. Introduction

The proposed Rancho Cienega Sports Complex Project (proposed project) includes the development of an upgraded and expanded sports complex in the City of Los Angeles Council District 10. The proposed project would construct a new 30,000 square-foot sports complex that would include a new indoor pool and bathhouse with a community room and fitness annex on the second floor; a new indoor gymnasium with office space, a running path, and a lookout deck on the second floor; a new tennis shop with restrooms and tennis overlook; a new stadium overlook with a concession stand, restrooms and a ticket office; installation of new driveways; and upgrades to existing parking areas. The proposed project would also renovate the existing City of Los Angeles Department of Recreation and Parks (RAP) maintenance yard and building as well as the existing refuse collection. Other site improvements include upgrades to existing parking, security lighting, additional stormwater and drainage infrastructure, landscaping, and hardscaping. The

## PUBLIC WORKS – BUREAU OF ENGINEERING

proposed project would be designed and constructed to meet the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Silver designation. Examples of sustainable design features include solar panels, electric vehicle charging stations, use of recycled building materials and LED lighting.

### **B. Location**

The project site is located at 5001 Rodeo Road in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The project site is bounded by the Los Angeles County Metropolitan Transportation Authority (Metro) Expo Line light rail transit system to the north (along Exposition Boulevard), Dorsey High School to the east, residential land uses to the south across Rodeo Road, and commercial uses to the west. Regional access to the project area is provided via Interstate 10 (I-10) and Interstate 405 (I-405). Figure 1 shows the regional location of the project site. Figure 2 shows the project site vicinity.

### **C. Setting**

The project site is currently developed as a sports complex. The existing complex contains a variety of facilities including a gymnasium, basketball courts, baseball diamond, child play area, community room, football field, handball courts, picnic tables, soccer field, skate park, and tennis courts.<sup>1</sup> The sports complex also includes the Jackie Robinson Stadium, used for football games, track and field events, concerts, and other special events, and the Celes King III Pool facility, an indoor year-round pool used for various pool programs. Vehicular access to the project site is provided via Rodeo Road on the south side and via Exposition Boulevard on the north side. The primary parking lot is located along the southern boundary adjacent to Rodeo Road. An additional parking area is located in the northwest area of the complex. Figure 3 shows the existing facilities on the project site, including those facilities that are to be demolished as part of the proposed project.

The area surrounding the project site is fully developed and highly urbanized, and characterized by single and multiple family residences, industrial uses, commercial uses, and public facilities.<sup>2</sup> The properties to the north of the project site are developed with industrial uses; industrial and commercial uses are located to the west of the project site; residential uses are located to the south across Rodeo Road; educational institutions are located to the east.

### **D. Background**

The proposed project will be constructed using a combination of federal and local funds. Funding may include U.S. Department of Housing and Urban Development (HUD)

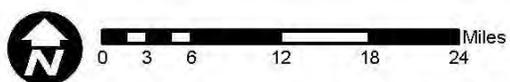
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<sup>1</sup> City of Los Angeles Department of Recreation and Parks, Rancho Cienega Sports Complex. Website: <http://www.laparks.org/dos/reccenter/facility/ranchocienegaRC.htm>, accessed September 30, 2015.

<sup>2</sup> City of Los Angeles Department of City Planning, *West Adam-Baldwin Hills-Leimert Community Plan Generalized Land Use Map*. Website: <http://planning.lacity.org/complan/central/pdf/genlumap.wad.pdf>, accessed September 24, 2015.



Source: Esri Maps & Data, 2015



**Figure 1**  
**Regional Map**

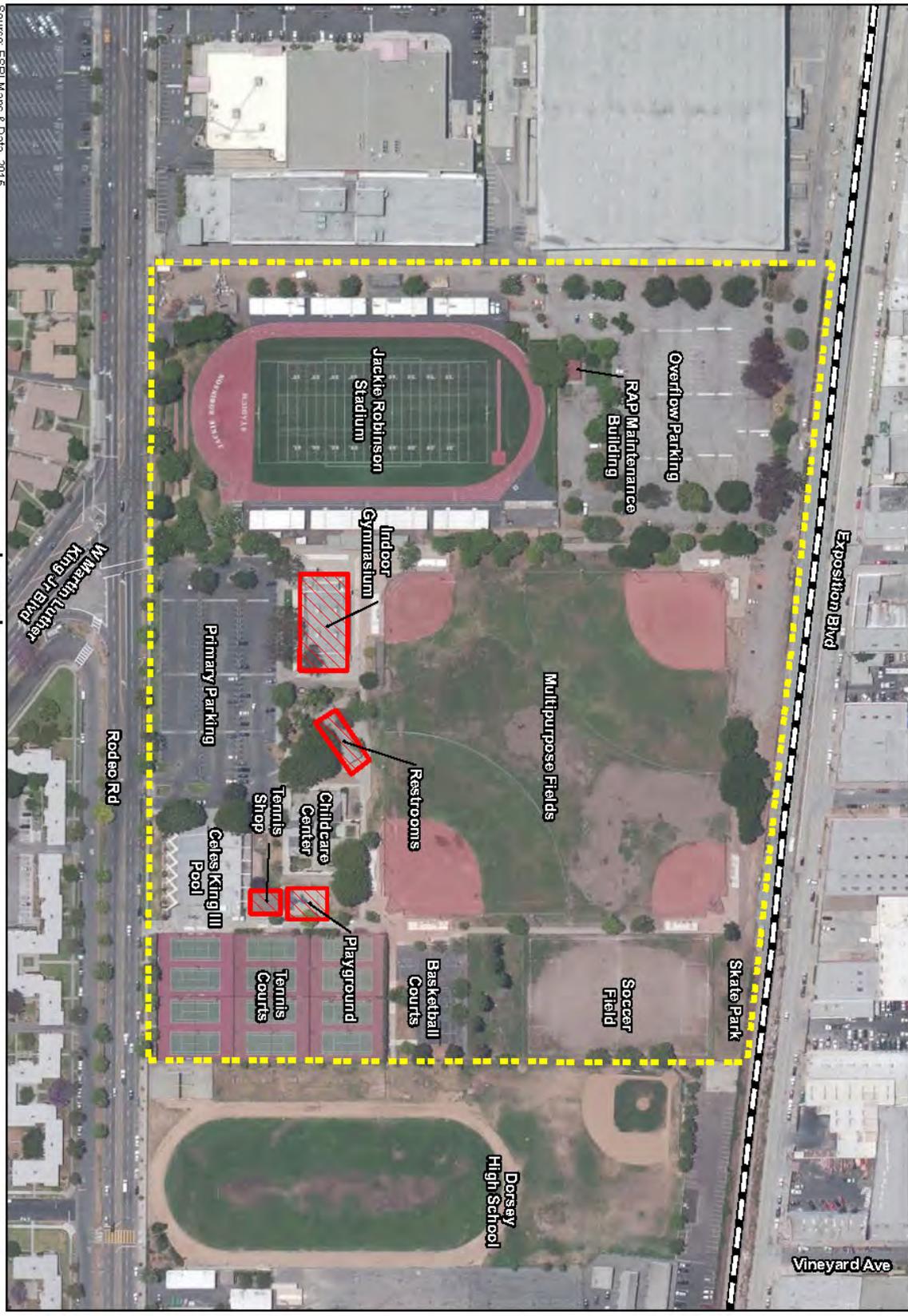


Source: ESRI Maps & Data, 2015.

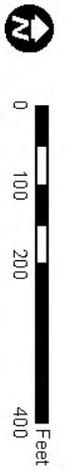


- Legend**
- Metro Expo Line
  - Rancho Cienega Sports Complex

**Figure 2**  
**Project Vicinity**



Source: ESRI Maps & Data, 2015.



- Legend**
- Metro Expo Line
  - To be demolished
  - Rancho Cienega Sports Complex

**Figure 3**  
Existing Facilities

## PUBLIC WORKS – BUREAU OF ENGINEERING

Community Development Block Grant (CDBG), Proposition K (The LA For Kids Program), Capital Improvement Expenditure Program, and Quimby Act funds.

### E. Purpose

The overall purpose for the proposed project is to construct a community sports complex to better meet the community's recreational needs. The existing sports complex is insufficient to handle the current park programs due to its size and infrastructure. The gymnasium's aging infrastructure has become a maintenance concern. Additionally, the existing indoor pool (Celes King III Pool) no longer meets the standards for competition pools. The need for a fitness annex and multipurpose room has been made evident by the community's use of the existing childcare facility to accommodate those functions.

The objectives of the proposed project are:

- To provide a sports complex that includes a variety of recreational amenities that meet the needs of the surrounding community, as well as the energy conservation and sustainable design goals of the City.
- To provide modernized and improved facilities at the sports complex to better meet the park programs.
- To upgrade the aging infrastructure of the existing park in order to improve operational and maintenance functions.

### F. Proposed Project

The proposed project would be implemented in two phases. The components proposed to be implemented in each phase are described below. The detailed construction process and schedule for both phases is described in Subsection G, Project Construction. The proposed project would be designed and constructed to meet LEED Silver designation. Figure 4 depicts the proposed project facilities.

#### Phase 1

Phase 1 would include demolition of existing facilities, hazardous materials abatement, grading, pile installation, foundation construction, utility installations, building construction, parking lot grading, and landscape and site improvements. Phase 1 activities would occur in the south central portion of the project site and include the following:

- **Indoor Gymnasium:** Demolition of the existing gymnasium and construction of a new, approximately 24,000-square-foot indoor gymnasium east of the Jackie Robinson Stadium and north of the primary parking lot. The proposed indoor gymnasium would include office space, a running path, and a lookout deck on the mezzanine level, and a second floor walkway that would connect the proposed indoor gymnasium to the proposed indoor pool.

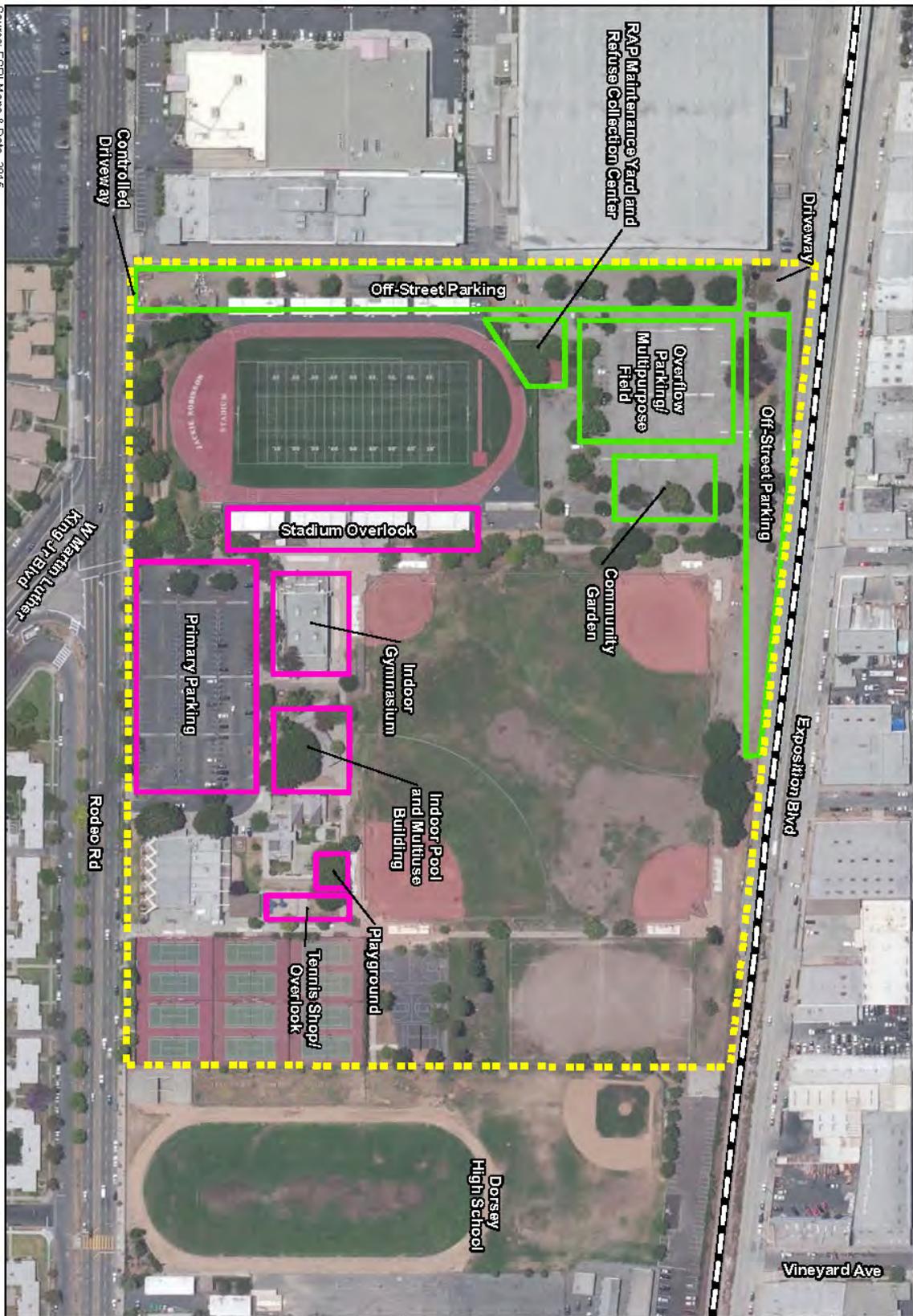
*PUBLIC WORKS – BUREAU OF ENGINEERING*

- **Indoor Pool and Multiuse Building:** Demolition of the existing restroom facilities and construction of a new, approximately 25,000-square-foot indoor pool and bathhouse facility in the central portion of the property adjacent to the existing childcare center and north of the proposed primary parking area. The new indoor pool facility would include a bathhouse, restrooms, lockers, and changing rooms on the ground floor, and a community room, fitness annex, and kitchen on the mezzanine level.
- **Tennis Shop/Overlook:** Demolition of the existing tennis shop located directly north of the Celes King III Pool, and construction of a new 1,900-square-foot tennis shop and restroom facility to the west of and adjacent to the existing tennis courts, and east of the existing childcare center. A new overlook would be constructed on the mezzanine level to provide a viewing area of the tennis courts.
- **Stadium Overlook/Concession Stand:** Construction of a new stadium overlook and concession stand east of and adjacent to the existing stadium. The facility would include a concession stand, restrooms, and a ticket office on the ground level, and a stadium overlook on the mezzanine level, totaling approximately 4,000 square feet.
- **Playground:** Demolition of the existing playground located between the existing childcare center and tennis courts, in order to accommodate the new tennis shop and restroom facility. A new playground would be constructed directly west of the proposed tennis shop.
- **Primary Parking Lot:** Grading of the existing parking lot located along Rodeo Road and driveway improvements.

**Phase 2**

Phase 2 would include demolition of the concrete surrounding the existing RAP maintenance building, hazardous materials abatement, grading for the parking lot and other site improvements, utility adjustments and upgrades, renovation of the existing maintenance yard and various site improvements, and installation of landscaping and hardscaping. The majority of the Phase 2 activities would occur in the western and northwestern portion of the project site, with some landscaping, storm drainage, and security lighting installed in the eastern portion of the project site. The Phase 2 components include the following:

- **RAP Maintenance Yard and Refuse Collection Center:** Rehabilitation of the existing RAP maintenance building and relocation of the RAP maintenance yard adjacent to the northwest corner of the Jackie Robinson Stadium. A new maintenance yard and refuse collection center would be constructed adjacent to the rehabilitated RAP maintenance building.
- **Northwestern Driveway:** Construction of a new driveway at the northwestern boundary of the project site. The driveway would extend towards Exposition



Source: ESRI Maps & Data, 2015

0 100 200 400 Feet

- Legend**
- Metro Expo Line
  - Rancho Cienega Sports Complex
  - Proposed Facilities-Phase 1
  - Proposed Facilities-Phase 2

**Figure 4**  
**Proposed Facilities**

## PUBLIC WORKS – BUREAU OF ENGINEERING

Boulevard that currently ends at the parking lot on the northwestern part of the property.

- **Controlled Driveway:** Construction of a new controlled driveway at the southwest corner of the project site near the Jackie Robinson Stadium. The driveway would allow only right-in/right-out access from Rodeo Road when additional parking is required for special events or community programs. Bollards would be located at the driveway to prohibit access during normal operations.
- **Off-street Parking:** Installation of off-street parking along the western boundary of the project site, adjacent to the Jackie Robinson Stadium. Additional off-street parking would be installed along the northwestern boundary of the project site, adjacent to the new driveway and Metro Expo Rail Line. With installation of off-street parking, the overall number of parking spaces available in the park would remain the same as existing conditions (411 spaces) but would be reconfigured to allow for landscaping and parking lot improvements.
- **Overflow Parking/Multipurpose Field:** Alteration of the existing parking lot in the northwestern portion of the project site to a new multipurpose field and overflow parking area. Based on scheduling, the overflow parking area could be used as a multipurpose field for sporting events or for overflow parking. When used for parking, an additional 88 spaces would be available to park patrons, for a total of 499 parking spaces in the overall park.
- **Community Garden:** Construction of a one-acre community garden in the northwestern portion of the project site, north of Jackie Robinson Stadium and adjacent to the proposed overflow parking/multipurpose field.

### G. Project Construction

The construction of the proposed project is anticipated to begin in December 2016 and would occur for approximately 27 months, ending in March 2019. Phase 1 activities would last approximately 17 months and Phase 2 activities would last approximately 10 months.

Construction of the proposed project would entail the delivery of building materials such as concrete, lumber, landscaping materials, etc. Construction staging of equipment and materials would occur within a portion of the primary parking lot along Rodeo Road and the overflow parking lot at the rear of the complex off of Exposition Boulevard. Trucks delivering construction equipment and materials to the project site would travel from I-10, south on La Brea Avenue and east on Rodeo Road to the project site. Alternatively, trucks carrying demolition debris from the project site would travel from the project site, west on Rodeo Road, and north on La Brea Avenue to I-10. Construction workers would park in the rear parking lot off of Exposition Boulevard to ensure parking is available for park patrons.

Project construction would occur Monday through Friday between the hours of 7:00 a.m. and 9:00 p.m., although daily construction would not likely occur after 6:00 p.m. If

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necessary, construction would occur between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays and National Holidays. There would be no construction activities on Sundays or during prohibited hours.<sup>3</sup>

### **Phase 1**

#### ***Demolition and Grading***

Phase 1 would include demolition of the existing gymnasium, restroom facilities, and hazardous materials abatement activities. The existing playground and tennis shop would also be demolished. All other structures currently existing at the complex would remain in place, including the existing indoor pool facility (Celes King III Pool), athletic fields, Jackie Robinson Stadium, tennis courts, basketball courts, skate park, and childcare center.

This phase would include the demolition of existing concrete slabs, footings, and foundations. In addition, rough grading would occur to prepare the site for construction. Approximately 7,800 cubic yards of concrete slab, footings, and foundations would be exported from the project site.

For Phase 1, a total of approximately 11 construction workers would be on-site each day during demolition activities. Construction personnel would consist of 3 general contractor staff, 3 demolition contractor staff, 4 hazardous materials abatement contractor staff, and 1 street sweeper staff. A maximum of 4 truck trips per day is anticipated.

#### ***Construction***

Phase 1 construction would begin with pile installation and foundation construction for all proposed structures. The anticipated depth of excavation to install the piles for the indoor pool and indoor gymnasium would be approximately 35 feet. Construction of the accessory structures such as the tennis shop/overlook and stadium overlook would occur in this phase and may be supported on a structural mat bearing on compacted fill rather than piles. Utility installations and construction of the playground would also occur during Phase 1.

Both the new indoor pool building and new indoor gymnasium would consist of two levels, including a ground level and a mezzanine level. The mezzanine level would be constructed approximately 15 feet above ground level. The indoor pool would extend to a maximum depth of approximately 12 feet below ground level. The two buildings would consist of a pre-fabricated metal frame structure and have corrugated metal wall panels on the south and north sides of the buildings. The panels would extend from approximately 10 feet to 39 feet above ground level.

Phase 1 construction would also include rough grading for the primary parking lot and site improvements, including landscaping and security lighting, around the new facilities.

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<sup>3</sup> City of Los Angeles Municipal Code, Section 41.40 Construction Noise.

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A total of approximately 31 construction workers would be on-site each day during Phase 1 construction activities. Construction workers would consist of approximately 5 general contractor staff, 4 electrical subcontractor staff, 4 mechanical subcontractor staff, 4 plumbing subcontractor staff, 6 concrete contractor staff, 4 pile subcontractor staff, and 4 landscape subcontractor staff. An average of 2 truck trips per day is anticipated.

The estimated construction equipment to support Phase 1 activities would include:

- 1 demolition excavator
- 2 articulating dump trucks
- 1 backhoe
- 2 pile drivers
- 1 street sweepers
- 1 demolition roller
- Concrete trucks (provided as needed during major concrete pours)
- 1 all-terrain articulating crane
- 1 compactor
- 1 skid loader
- 1 asphalt paver

### **Phase 2**

As previously mentioned, Phase 2 would commence after Phase 1 activities have been completed.

#### ***Demolition and Grading***

Phase 2 demolition would consist of concrete demolition surrounding the existing RAP maintenance yard and along the western and northwestern boundaries of the project site. Utility adjustments and any necessary upgrades would also be completed. Approximately 6,800 cubic yards would be exported from the site to prepare for parking lot and other site improvements.

A total of approximately 6 construction workers would be on-site each day during Phase 2 demolition. Construction workers would consist of 2 general contractor staff, 2 demolition contractor staff, 1 hazardous materials abatement contractor staff, and 1 street sweeper staff. A maximum of 4 truck trips per day is anticipated.

#### ***Construction***

Following demolition, the existing RAP maintenance building would be rehabilitated to improve operations. The RAP maintenance yard would be relocated and a new refuse collection center would be constructed adjacent to the rehabilitated RAP maintenance

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building. Phase 2 construction would also consist of landscaping the remainder of the park, installing additional stormwater and drainage infrastructure, and installing pedestrian pathways, permeable pavers, and vegetative swales. Additionally, a new controlled driveway would be installed fronting Rodeo Road at the west property line; a new driveway would be constructed at the northwestern boundary of the project site; off-street parking areas in the northwestern portion of the property and along the western boundary would be constructed; and a community garden and secondary parking/multipurpose field would be constructed in the northwest corner.

A total of approximately 23 construction workers would be on-site each day during Phase 2 construction activities. Construction workers would consist of 2 general contractor staff, 4 electrical subcontractor staff, 1 mechanical subcontractor staff, 2 plumbing subcontractor staff, 6 concrete subcontractor staff, and 8 landscape subcontractor staff. An average of 2 truck trips per day is anticipated.

The estimated construction equipment to support Phase 2 activities would include:

- 1 demolition excavator
- 1 articulating dump truck
- 2 backhoes/skip loaders
- 1 demolition roller
- Concrete trucks (provided as needed during major concrete pours)
- 1 compactor
- 1 street sweeper
- 1 asphalt paver

### **Best Management Practices (BMPs)**

An appropriate combination of monitoring and resource impact avoidance would be employed during all the construction activities, including implementation of the following Best Management Practices (BMPs):

- Construction activity would comply with the allowable hours of construction as dictated in the *Los Angeles Municipal Code Section 41.40*, including 7:00 a.m. to 9:00 p.m. Monday through Friday, 8:00 a.m. to 6:00 p.m. on Saturday, and no construction activity on Sundays or federal holidays.
- The proposed project would be designed, constructed, and operated following all applicable laws, regulations, ordinances and formally adopted City standards (e.g., *Los Angeles Municipal Code* and *Bureau of Engineering Standard Plans*).
- The proposed project would implement Rule 403 fugitive dust control measures required by the South Coast Air Quality Management District (SCAQMD), which requires reasonable precautions to be taken to prevent visible particulate matter

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from being airborne, under normal wind conditions, beyond the property from which the emission originates. Reasonable precautions include, but are not limited to the following:

- Application of water on dirt roads, material stockpiles, and other surfaces that can give rise to airborne dusts; and
- Maintenance of roadways in a clean condition.
- The construction contractor would develop and implement an erosion control plan and Storm Water Pollution Prevention Plan for construction activities. Erosion control and grading plans may include, but would not be limited to, the following:
  - Minimizing the extent of disturbed areas and duration of exposure;
  - Stabilizing and protecting disturbed areas;
  - Keeping runoff velocities low; and
  - Retaining sediment within the construction area.
  - Construction erosion control BMPs may include the following:
    - Temporary desilting basins
    - Silt fences
    - Gravel bag barriers
    - Temporary soil stabilization with mattresses and mulching
    - Temporary drainage inlet protection
    - Diversion dikes and interceptor swales
- The proposed project would comply with the Regional Water Quality Control Board's National Pollution Discharge Elimination System.
- Excavated soil and construction waste would be hauled to local yards to minimize traffic interruptions as well as possibility of general spills. Haul routes would be required to avoid residential streets and all trucks must use dust covers.
- The proposed project construction would incorporate source reduction techniques and recycling measures and maintain a recycling program to divert waste in accordance with the Citywide Construction and Demolition Debris Recycling Ordinance.

## **H. Operation and Maintenance**

Operation and maintenance of the new sports complex would be the responsibility of RAP, similar to existing conditions. Following construction, the number of staff would

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remain the same as existing conditions with 20 staff for the gymnasium and childcare center, 20 staff for the pool facility, and 10 maintenance staff.<sup>4</sup>

As the proposed project would update existing facilities at the sports complex, no additional parking would be required for project operations. Off-street parking areas would be installed along the northwestern boundary of the project site. However, the overall number of parking spaces available in the park would remain the same as existing conditions (411 spaces) but would be reconfigured to allow for landscaping and parking lot improvements. When the new multipurpose field is used for parking during special events, an additional 88 spaces would be available to park patrons, for a total of 499 parking spaces in the overall park. The complex would typically operate Mondays through Saturdays from 7:30 a.m. to 5:00 p.m. Special events, such as football games, would extend the operating schedule to 10:00 p.m. up to 25 times a year.

### I. Project Actions and Approvals

The proposed project would require approval by the City of Los Angeles Board of Public Works and City Council. Additional anticipated approvals or permits for the proposed project include, but are not limited to, the following:

- State Water Resources Control Board/Los Angeles RWQCB project review and NPDES General Construction Permit, as applicable
- City of Los Angeles Department of Building and Safety, building and grading permits and review of import/export routes (haul routes)
- City of Los Angeles Department of Transportation, Traffic Control Plan review
- City of Los Angeles Department of Recreation and Parks, project and construction bid and award approval

The analysis in this document assumes that, unless otherwise stated, the proposed project would be designed, constructed and operated following all applicable laws, regulations, ordinances and formally adopted City standards (e.g., *Los Angeles Municipal Code* and Bureau of Engineering *Standard Plans*). Construction would follow the uniform practices established by the Southern California Chapter of the American Public Works Association (e.g., *Standard Specifications for Public Works Construction* and the *Work Area Traffic Control Handbook*) as specifically adopted by the City of Los Angeles (e.g., *The City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications For Public Works Construction [AKA "The Brown Book," formerly Standard Plan S-610]*).

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<sup>4</sup> Staff numbers are based on increased need during summer months.

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**III. EXISTING ENVIRONMENT**

The project site consists of the Rancho Cienega Sports Complex, located at 5001 Rodeo Road, approximately 6.5 miles southwest of downtown Los Angeles in the *West Adams-Baldwin Hills-Leimert Community Plan* and Council District 10 areas of the City of Los Angeles. The area surrounding the project site is fully developed and highly urbanized. Current land uses in the area consist of residential housing, light industrial and commercial use, and public lands. The project site is bounded by the Metro Expo Line light rail transit system to the north, Dorsey High School to the east, residential uses to the south across Rodeo Road, and commercial uses to the west. The project site is served by Rodeo Road and Martin Luther King Jr. Boulevard to the south, La Brea Avenue to the west, Exposition Boulevard to the north, and Farmdale Avenue to the east.

The project site totals approximately 30 acres and is zoned OS-1XL (Open Space).<sup>5</sup> The project site has historically been used as a recreation facility, with the existing pool building (Celes King III Pool) being constructed in the 1960s.

The California Department of Conservation, California Geological Survey's Seismic Hazard Zonation Program Map indicates that the project site is not within an Alquist-Priolo Earthquake Fault Zone. The nearest fault zone to the project site is the Newport-Inglewood Fault which is located approximately 1.3 miles southwest of the site and no active faults are known to cross the project site.<sup>6</sup> The project site is located within a designated liquefaction zone.<sup>7</sup> The project site is not located within a 100-year floodplain, but is located within a 500-year (0.2-percent-annual-chance) floodplain.<sup>8,9</sup>

**IV. ENVIRONMENTAL EFFECTS/INITIAL STUDY CHECKLIST**

This section documents the screening process used to identify and focus upon environmental impacts that could result from the proposed project. The IS Checklist below follows closely the form prepared by the Governor's Office of Planning and Research and was used in conjunction with the City's *L.A. CEQA Thresholds Guide* and other sources to screen and focus upon potential environmental impacts resulting from this project. Impacts are separated into the following categories:

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<sup>5</sup> City of Los Angeles Department of City Planning, ZIMAS. Website: <http://zimas.lacity.org/>, accessed August 27, 2015.

<sup>6</sup> California Department of Conservation Division of Mines and Geology. *Earthquake Fault Zones and Seismic Hazard Zones Map, Hollywood Quadrangle*. Website: [http://gmw.consrv.ca.gov/SHMP/download/quad/HOLLYWOOD/maps/Hollywood\\_EZRIM/Hollywood\\_EZRIM.pdf](http://gmw.consrv.ca.gov/SHMP/download/quad/HOLLYWOOD/maps/Hollywood_EZRIM/Hollywood_EZRIM.pdf), accessed August 27, 2015.

<sup>7</sup> California Department of Conservation Division of Mines and Geology, *Earthquake Fault Zones and Seismic Hazard Zones Map, Hollywood Quadrangle*. Website: [http://gmw.consrv.ca.gov/SHMP/download/quad/HOLLYWOOD/maps/Hollywood\\_EZRIM/Hollywood\\_EZRIM.pdf](http://gmw.consrv.ca.gov/SHMP/download/quad/HOLLYWOOD/maps/Hollywood_EZRIM/Hollywood_EZRIM.pdf), accessed August 27, 2015.

<sup>8</sup> Federal Emergency Management Agency. Flood Map Service Center, *Flood Insurance Rate Map, Panel 1615*. Website: <https://msc.fema.gov/portal/search>, accessed August 27, 2015.

<sup>9</sup> Federal Emergency Management Agency. Flood Zones Information. Website: <http://www.fema.gov/flood-zones>, accessed August 27, 2015.

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- No Impact. This category applies when a project would not create an impact in the specific environmental issue area. A “No Impact” finding does not require an explanation when the finding is adequately supported by the cited information sources (e.g., exposure to a tsunami is clearly not a risk for projects not near the coast). A finding of “No Impact” is explained where the finding is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- Less Than Significant Impact. This category is identified when the project would result in impacts below the threshold of significance, and would therefore be less than significant impacts.
- Less Than Significant After Mitigation. This category applies where the incorporation of mitigation measures would reduce a “Potentially Significant Impact” to a “Less Than Significant Impact.” The mitigation measures are described briefly along with a brief explanation of how they would reduce the effect to a less than significant level. Mitigation measures from earlier analyses may be incorporated by reference.
- Potentially Significant Impact. This category is applicable if there is substantial evidence that a significant adverse effect might occur, and no feasible mitigation measures could be identified to reduce impacts to a less than significant level. If there are one or more “Potentially Significant Impact” entries when the determination is made, an Environmental Impact Report (EIR) is required. There are no such impacts for the proposed project.

Sources of information that adequately support these findings are referenced following each question. All sources so referenced are available for review at the offices of the Bureau of Engineering, 1149 South Broadway, Suite 600, Los Angeles, California 90015.

Please contact James R. Tebbetts at (213) 485-5732 or at [james.tebbetts@lacity.org](mailto:james.tebbetts@lacity.org) for information regarding the environmental document. Please contact Ohaji K. Abdallah at (213) 485-4795 or at [ohaji.abdallah@lacity.org](mailto:ohaji.abdallah@lacity.org) for information regarding the proposed project.

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**Issues**

Potentially Significant Impact    Less Than Significant With Mitigation    Less Than Significant    No Impact

**1. AESTHETICS** – Would the project:

- a) Have a substantial adverse effect on a scenic vista?

Reference: *L.A. CEQA Thresholds Guide (Sections A.1 and A.2); West Adams-Baldwin Hills-Leimert Community Plan*

Comment: A scenic vista generally provides focal views of objects, settings, or features of visual interest; or panoramic views of large geographic areas of scenic quality, primarily from a given vantage point. A significant impact would occur if the proposed project introduced incompatible visual elements within a field of view containing a scenic vista or substantially altered a view of a scenic vista.

Scenic views or vistas are panoramic public views of various natural features, including the ocean, striking or unusual natural terrain, or unique urban or historic features. Public access to these views may be available from nearby parklands, private and public-owned sites, and public right-of-way.

The *West Adams-Baldwin Hills-Leimert Community Plan* does not delineate or designate any specific views as scenic vistas within the project area. The project area is located within an urban setting and is bounded by the Metro Expo Line light rail transit system to the north, Dorsey High School to the east, residential housing to the south across Rodeo Road, and commercial uses to the west. The project site is currently developed as a sports complex.

The proposed project would construct improved facilities at the existing Rancho Cienega Sports Complex. Construction of a new indoor pool, indoor gymnasium, and other proposed site improvements would improve the visual character of the area, compared to the existing conditions, by updating existing aging facilities and infrastructure and installing new landscaping, hardscaping, and a community garden. The new facilities and improvements may be visible from surrounding vantage points including the Kenneth Hahn State Recreation Area and would enhance views from the Metro Expo Line light rail. As such, the proposed project would not have an adverse effect on a scenic vista and no impact would occur.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Reference: *L.A. CEQA Thresholds Guide (Sections A.1 and A.2); City of Los Angeles General Plan; West Adams-Baldwin Hills-Leimert Community Plan; California Department of Transportation, California Scenic Highway Mapping System*

Comment: A significant impact would occur where scenic resources within a state scenic highway were damaged or removed as a result of the proposed project.

The proposed project is not located along or near a designated California Scenic Highway or locally designated scenic highway. The nearest designated scenic highway is Route 110, also known as the Arroyo Seco Historic Parkway, which is located approximately 8.3 miles northeast of the project site. State Highway 1 (Pacific Coast Highway) is located approximately 6.2 miles southwest of the project site and is an eligible California Scenic Highway. Additionally, a portion of Crenshaw Boulevard, located approximately 0.8-mile east of the project site, is a locally designated scenic highway in the West Adams-Baldwin Hills-Leimert Community Plan. However, all parts of the proposed project would occur within the boundaries of the existing Rancho Cienega Sports Complex and the proposed project would not alter the use of the site. Additionally, no scenic resources such as groves of trees or rock outcroppings are located on the project site. The existing Celes King III indoor pool building is identified as a historic building; however, modifications to this building are not proposed as part of this project and the pool building would remain in its current condition. As such, no impact to scenic resources would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Reference: *L.A. CEQA Thresholds Guide (Sections A.1 and A.2)*

Comment: A significant impact would occur if the proposed project introduced incompatible visual elements to the project site or the area surrounding the project site.

The project site is located in a highly urbanized area in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The proposed project would construct improved facilities at the existing Rancho Cienega Sports Complex. The proposed project would improve the existing visual character and quality of the site and its surroundings as aging facilities and infrastructure would be updated and replaced through the construction of new facilities. Additionally,

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

installation of landscaping, hardscaping, and a community garden would also improve the existing visual character and quality of the site. Constructing a new sports complex within the community would have a beneficial impact on the long-term visual quality of the project area.

The proposed project would be consistent with Chapter V, Urban Design, of the *West Adams-Baldwin Hills-Leimert Community Plan*. As discussed in the plan, “the intent of the design guidelines is to promote a stable and pleasant environment, with desirable character, for the residents and users of the community. These guidelines and standards ensure that new development or alterations/remodels to existing structures, make an aesthetic contribution to the built environment, provide public amenities, and increase neighborhood identity within the community plan area.” The proposed project would adhere to the design guidelines discussed in the *West Adams-Baldwin Hills-Leimert Community Plan* by updating existing, aging facilities and creating an updated public space for the community.

The proposed project has the potential for short-term aesthetic effects during construction, due to grading and the storage of construction equipment and materials on-site. These effects would be temporary and occur within the property boundaries. As such, less than significant impacts to visual character would occur.

- d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Reference: *L.A. CEQA Thresholds Guide (Section A.4)*

Comment: A significant impact would occur if the proposed project caused a substantial increase in ambient illumination levels beyond the property line or caused new lighting to spill-over onto light-sensitive land uses such as residences, some commercial and institutional uses that require minimum illumination for proper function, and natural areas.

The project site is currently illuminated by existing lighting on-site and adjacent street lights along Rodeo Road to the south, and Exposition Boulevard and the Metro Expo Line to the north. Additional light sources associated with the adjacent commercial uses to the west and Dorsey High School to the east also illuminate the project site.

Project construction would occur during daylight hours and, therefore, would not require nighttime lighting. The proposed project would include installation of new security lighting around the new facilities, which would operate regularly. The

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

nighttime lighting fixtures that would be installed would direct the majority of the light to within the sports complex, and away from sensitive areas, to the maximum extent feasible; however, spillover impacts could potentially occur at surrounding properties. Land uses adjacent to the project site are industrial, commercial, residential, and public facilities, and no sensitive land uses would be directly affected by the new sources of nighttime lighting. As such, the proposed project would not create a substantial source of light or glare that would result in adverse effects to day/nighttime views of the area. Impacts would be less than significant.

**2. AGRICULTURE AND FOREST RESOURCES** – Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Reference: California State Department of Conservation Farmland Mapping and Monitoring Program; *City of Los Angeles General Plan Conservation Element*; Zone Information & Map Access System (ZIMAS)

Comment: A significant impact would occur if the proposed project resulted in the conversion of state-designated agricultural land from agricultural use to a non-agricultural use.

No prime or unique farmland, or farmland of statewide importance exists within the project area or vicinity. The project site is not located on or near any property zoned or otherwise intended for agricultural uses. Therefore, no impact to state-designated agricultural land would occur.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

Reference: California State Department of Conservation Farmland Mapping and Monitoring Program; *City of Los Angeles General Plan Conservation Element*; ZIMAS

Comment: A significant impact would occur if the proposed project resulted in the conversion of land zoned for agricultural use, or indicated under a Williamson Act contract, from agricultural use to a non-agricultural use.

No land on or near the project site is zoned for or contains agricultural uses. As the City of Los Angeles does not participate in the Williamson Act, there are no

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<b>Issues</b>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
Williamson Act properties within the project site. Therefore, no impact would occur.				
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)) or timberland (as defined in Public Resources Code Section 4526)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
References: <i>City of Los Angeles General Plan</i> ; ZIMAS				
Comment: A significant impact would occur if the proposed project conflicted with an existing zoning classification of forest land or timberland, or caused rezoning of an area classified as forest land or timberland.				
The project site is zoned OS-1XL (Open Space) and is one of two community parks in the West Adams-Baldwin Hills-Leimert Community Plan Area. There are no forest land or timberland areas in the vicinity of the project. Therefore, the proposed project would not conflict with the existing zoning or cause rezoning of forest land or timberland resources, and no impact would occur.				
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
References: Refer to Section 2 (c) above.				
Comment: Refer to Section 2 (c) above.				
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reference: Refer to Section 2 (a) and 2 (c) above.				
Comment: Refer to Section 2 (a) and 2 (c) above.				

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**Issues**

Potentially Significant Impact  
 Less Than Significant With Mitigation  
 Less Than Significant  
 No Impact

**3. AIR QUALITY** – Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?

Reference: *L.A. CEQA Thresholds Guide (Sections B1 and B2)*; South Coast Air Quality Management District, *2012 Air Quality Management Plan, 2012*; *City of Los Angeles General Plan*; *Rancho Cienega Sports Complex Air Quality and Greenhouse Gas Analysis Technical Memorandum, 2015 (Appendix A)*

Comment: A significant impact may occur if the proposed project would conflict with or obstruct implementation of the applicable air quality plan.

The SCAQMD monitors air quality within the project area and the South Coast Air Basin, which includes Orange County and portions of Los Angeles, Riverside, and San Bernardino counties. The South Coast Air Basin is bounded by the Pacific Ocean to the west; the San Gabriel, San Bernardino and San Jacinto mountains to the north and east; and the San Diego County line to the south.

Air quality plans describe air pollution control strategies to be implemented by a city, county, or regional air district. The primary purpose of an air quality plan is to bring an area that does not attain federal and state air quality standards into compliance with those standards pursuant to the requirements of the Clean Air Act and California Clean Air Act. The South Coast Air Basin is currently designated as nonattainment for 8-hour ozone and particulate matter with aerodynamic diameter less than 2.5 microns (PM<sub>2.5</sub>) for both state and federal standards and nonattainment for particulate matter with aerodynamic diameter less than 10 microns (PM<sub>10</sub>) for the state standards.

The most recent *Air Quality Management Plan (AQMP)* was adopted by the SCAQMD in February 2013. The AQMP was prepared by SCAQMD in partnership with the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (ARB), and is the legally enforceable blueprint for how the region will meet and maintain state and federal air quality standards.

Projects that would be consistent with the ~~2012~~2013 AQMP would be considered less than significant for this impact. Consistency with the AQMP is determined through evaluation of project-related air quality impacts and demonstration that project-related emissions would not increase the frequency or severity of existing violations, or contribute to a new violation of the air quality standards.

The use of construction equipment in the AQMP is estimated for the region on an annual basis, and construction-related emissions are estimated as an aggregate

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

in the AQMP. The project would not increase the assumptions for off-road equipment use in the AQMP.

Consistency with the AQMP is also determined through evaluation of whether the project would exceed the estimated emissions used as the basis of the AQMP, which are based, in part, on population projections developed by the Southern California Association of Governments (SCAG) for the Regional Transportation Plan. The SCAG forecasts are based on local general plans and other related documents, such as housing elements, that are used to develop population projections and traffic projections.

The proposed project is consistent with the existing zoning (OS-1XL, Open Space) for the site. In addition, there would be no significant net increase in facility capacity during project operations. Therefore, the proposed project would not substantially increase population or employment in the planning area and would not generate vehicle trips that exceed the current assumptions used to develop the *City of Los Angeles General Plan, Regional Transportation Plan*, and AQMP. Therefore, it is reasonable to assume that the intensity of operational emissions have been accounted for in the 20122013 AQMP. The proposed project would not conflict with or obstruct implementation of the applicable air quality plan. The impact would be less than significant.

- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Reference: *L.A. CEQA Thresholds Guide (Sections B1 and B2)*; South Coast Air Quality Management District, *CEQA Air Quality Handbook*, 1993; *Rancho Cienega Sports Complex Air Quality and Greenhouse Gas Analysis Technical Memorandum*, 2015 (Appendix A)

Comment: A significant impact may occur if the proposed project would violate any air quality standard or contribute substantially to an existing or projected air quality violation.

**Construction**

Construction of the proposed project would result in the temporary generation of reactive organic gases (ROG), carbon monoxide (CO), oxides of nitrogen (NO<sub>x</sub>), PM<sub>10</sub> and PM<sub>2.5</sub> emissions from site preparation, demolition, and construction of project components. ROG, NO<sub>x</sub>, and CO emissions are primarily associated with mobile equipment exhaust, including off-road construction equipment and on-road motor vehicles. Fugitive particulate matter (PM) dust emissions are primarily associated with site preparation, excavation, and grading activities and vary as a function of such parameters as soil silt content, soil moisture, wind speed,

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**Issues**

Potentially Significant Impact  
 Less Than Significant With Mitigation  
 Less Than Significant  
 No Impact

acreage of disturbance area, and miles traveled by construction vehicles on- and off-site.

Construction of the proposed project is anticipated to begin in December 2016 and would occur for approximately 27 months. Construction of the proposed project would occur in two phases. Phase 1 would include demolition of existing facilities, hazardous materials abatement, grading, pile installation, foundation construction, utility installations, building construction, parking lot grading, and landscape and site improvements. Phase 1 activities would occur in the south central portion of the project site and would last approximately 17 months.

Phase 2 would include demolition of the concrete surrounding the existing RAP maintenance building, hazardous materials abatement, grading for the parking lot and other site improvements, utility adjustments and upgrades, renovation of the existing maintenance yard and various site improvements, and installation of landscaping and hardscaping. The majority of the Phase 2 activities would occur in the western portion of the project site, with some landscaping, storm drainage, and security lighting installed in the eastern portion of the project site. Phase 2 activities would last approximately 10 months, with construction of the proposed project being completed in March 2019.

Construction-related emissions associated with typical construction activities were modeled using the California Emissions Estimator Model (CalEEMod), Version 2013.2.2. CalEEMod allows the user to enter project-specific construction information, such as types, number, and horsepower of construction equipment, and number and length of off-site motor vehicle trips. Construction-related exhaust emissions for the proposed project were estimated for construction worker commutes, haul trucks, and the use of off-road equipment. The main haul route for trucks delivering construction equipment and materials to the project site would travel from I-10, south on La Brea Avenue and east on Rodeo Road to the project site. Alternatively, trucks carrying demolition debris from the project site would travel from the project site, west on Rodeo Road, and north on La Brea Avenue to I-10.

As shown in Table 1, construction emissions for the proposed project would result in maximum daily emissions of approximately 8 pounds of ROG, 28 pounds of NO<sub>x</sub>, 24 pounds of CO, 7 pounds of PM<sub>10</sub> and 2 pounds of PM<sub>2.5</sub>. This conservative estimate of maximum daily emissions would not exceed any of the thresholds of significance. Additional modeling assumptions and details are provided in Appendix A.

As shown in Table 1, construction-generated emissions of ROG, NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> would not exceed applicable daily emission thresholds established by

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the SCAQMD and the City of Los Angeles. Therefore, construction emissions would not violate an ambient air quality standard or contribute substantially to an existing violation.

Localized Construction Emissions

Localized emissions of criteria air pollutants and precursors were assessed in accordance with SCAQMD's local significance thresholds (LST) guidance. SCAQMD recommends that lead agencies perform project-specific air quality modeling for projects larger than five acres. For projects less than five acres, the SCAQMD has developed look-up tables showing the maximum mass emissions that would not cause an exceedance of any LST. Since the proposed project site is approximately 30 acres, peak daily localized emissions were estimated using dispersion modeling in general accordance with the SCAQMD guidance. Air dispersion modeling was conducted to examine maximum short term impacts at the onsite After-School Child Care Center (occupied from 3:00 p.m. to 6:00 p.m), Dorsey High School and surrounding residential housing.

**Table 1**  
**Maximum Daily Regional Construction Emissions**

	Estimated Emissions (lbs/day)				
	ROG	NO <sub>x</sub>	CO	PM <sub>10</sub>	PM <sub>2.5</sub>
Phase 1					
2016	2.09	20.37	18.49	5.99	1.69
2017	7.15	18.43	17.18	2.11	1.19
2018	8.10	27.58	24.03	2.92	1.66
Phase 2					
2018	3.01	19.44	22.19	7.26	1.51
<b>Maximum Daily Emissions</b>	<b>8.10</b>	<b>27.58</b>	<b>24.03</b>	<b>7.26</b>	<b>1.69</b>
<b>Significance Threshold</b>	<b>75</b>	<b>100</b>	<b>550</b>	<b>150</b>	<b>55</b>
Exceed Significance?	No	No	No	No	No

Source: Estimated by AECOM in 2015

The Environmental Protection Agency (EPA) recommends the use of the American Meteorological Society/EPA Regulatory Model (AERMOD) modeling system for use in modeling multi-source emissions and was used for this analysis. General source set up followed the SCAQMD's Final Localized Significance Threshold Methodology and assumed that emissions from off-road vehicles are best characterized by volume sources. Therefore, for the purposes of the dispersion modeling, the project has been divided into three phases:

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<ul style="list-style-type: none"> <li>• Demolition and hazardous materials abatement of the indoor gymnasium, restrooms, playground and tennis shop (Phase 1A);</li> <li>• Construction of the new indoor gymnasium, indoor pool and multiuse building, tennis shop and overlook, stadium overlook, playground, and parking lot improvements (Phase 1B); and</li> <li>• Demolition and construction of the RAP maintenance yard and refuse collection center, off-street parking and driveways, community garden, and overflow parking/multipurpose field (Phase 2).</li> </ul>	

A full discussion of the dispersion modeling methodology and the parameters used (surface considerations, volume and area sources, and receptor locations) is included in Appendix A.

Table 2 presents the maximum unmitigated localized emission concentrations during a single day of construction that may potentially impact the school and nearby residences.

As shown in Table 2, modeled concentrations during Phase 1 construction activities exceed the LST for NO<sub>2</sub> emissions. Therefore, construction emissions could violate an ambient air quality standard or contribute substantially to an existing violation. This impact would be potentially significant. To reduce construction-related emissions, the proposed project shall implement all applicable control measures for the duration of the construction period.

Mitigation Measures AQ-1 and AQ-2 are required as follows:

**Mitigation Measure AQ-1:** The construction contractor shall use off-road construction diesel engines that meet, at a minimum, the Tier 4 California Emissions Standards, unless such an engine is not available for a particular item of equipment. Tier 3 engines will be allowed on a case-by-case basis when the contractor has documented that no Tier 4 equipment or emissions equivalent retrofit equipment is available for a particular equipment type that must be used to complete construction. Documentation shall consist of signed written statements from at least two construction equipment rental firms.

**Mitigation Measure AQ-2:** The construction contractor shall implement activity management (e.g. rescheduling activities to avoid overlap of construction phases, which would reduce short-term impacts) to the greatest extent possible.

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**Table 2**  
**Unmitigated On-Site Emissions Highest Overall Model Result from**  
**Child Care Center and Offsite Impacts**

	CO		NO <sub>2</sub> <sup>(1)</sup>	PM <sub>10</sub>		PM <sub>2.5</sub>
	Averaging Time					
	1-Hour	8-Hour	1-Hour	Annual	24-Hour	
<b>Phase 1A: Demolition</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.01	4.58	1.14
Maximum Modeled Concentration (ppmv)	0.32	0.14	0.26	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>YES</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 1B: Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.59	2.32	0.91
Maximum Modeled Concentration (ppmv)	0.75	0.23	0.56	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>YES</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 2: Demolition and Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.12	7.22	1.76
Maximum Modeled Concentration (ppmv)	0.28	0.08	0.17	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

(1) EPA default NO<sub>x</sub> to NO<sub>2</sub> conversion rates of 0.8 (1-hour NO<sub>2</sub>) applied to modeled NO<sub>x</sub> concentrations.

Emission reductions were estimated for Mitigation Measure AQ-1 (use of Tier 4 engines). Potential reductions were not estimated for Mitigation Measure AQ-2 because the extent to which it would be incorporated into construction of the proposed project is unknown. Table 3 shows the maximum localized concentrations based on the mitigated emissions during a single day of construction that may potentially impact the school and nearby residences. As shown in Table 3, the mitigated NO<sub>2</sub> emission concentrations would not exceed the SCAQMD threshold of significance with the implementation of Mitigation

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Measures AQ-1 and AQ-2. Therefore, implementation of Mitigation Measures AQ-1 and AQ-2 would reduce significant impacts of NO<sub>x</sub> emissions to a less than significant level.

As shown in Tables 1 and 3, the maximum daily construction-generated emissions and emission concentrations of ROG, NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> would not exceed applicable mass emission or localized significance thresholds established by SCAQMD. Therefore, construction emissions would not violate an ambient air quality standard or contribute substantially to an existing violation. With implementation of Mitigation Measures AQ-1 and AQ-2, impacts would be less than significant.

**Table 3**  
**Modeling Results (Highest Overall Model Result from**  
**Child Care Center and Offsite Impacts)**

	CO		NO <sub>2</sub> <sup>(1)</sup>	PM <sub>10</sub>	PM <sub>2.5</sub>	
	Averaging Time					
	1-Hour	8-Hour	1-Hour	Annual	24-Hour	
<b>Phase 1A: Demolition</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.04	4.09	0.64
Maximum Modeled Concentration (ppmv)	0.31	0.09	0.013	---	---	---
LST Threshold	20 Ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 1B: Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.004	0.07	0.03
Maximum Modeled Concentration (ppmv)	0.69	0.21	0.065	---	---	---
LST Threshold	20 Ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 2: Demolition and Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.03	6.38	0.25
Maximum Modeled Concentration (ppmv)	0.26	0.08	0.010	---	---	---
LST Threshold	20 Ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

(1) EPA default NO<sub>x</sub> to NO<sub>2</sub> conversion rates of 0.8 (1-hour NO<sub>2</sub>) applied to modeled NO<sub>x</sub> concentrations.

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**Operation**

Operation and maintenance of the new sports complex would be the responsibility of RAP, similar to existing conditions. Following construction, the number of staff would remain the same as existing conditions with 20 staff for the gymnasium and childcare center, 20 staff for the pool facility, and 10 maintenance staff. Therefore, operational emissions are anticipated to be similar to existing conditions. Impacts related to violation of air quality standards would be less than significant. No mitigation measures would be required.

- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?

Reference: *L.A. CEQA Thresholds Guide (Sections B1 and B2); Rancho Cienega Sports Complex Air Quality and Greenhouse Gas Analysis Technical Memorandum, 2015 (Appendix A)*

Comment: A significant impact would occur if the proposed project's incremental air quality effects are considerable when viewed in connection with the effects of past, present, and future projects.

The SCAQMD cumulative analysis focuses on whether a specific project would result in a cumulatively considerable increase in emissions. By its very nature, air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development within the South Coast Air Basin, and this regional impact is cumulative rather than being attributable to any one source. A project's emissions may be individually limited, but cumulatively considerable when taken in combination with past, present, and future development projects. The SCAQMD thresholds of significance are relevant to whether a project's individual emissions would result in a cumulatively considerable incremental contribution to the existing cumulative air quality conditions. If a project's emissions would be less than those threshold levels, the project would not be expected to result in a considerable incremental contribution to the significant cumulative impact.

Because the proposed project would exceed the SCAQMD project-level air quality localized significance thresholds for NO<sub>x</sub> emissions, the proposed project's construction emissions would have a cumulatively considerable contribution to the region's air quality. Therefore, the cumulative impact would be significant. As discussed above, the proposed project would not result in the generation of criteria air pollutant emissions at levels that exceed any of the

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SCAQMD regional and localized thresholds for construction or operational activities with implementation of Mitigation Measures AQ-1 and AQ-2. Therefore, with implementation of Mitigation Measures AQ-1 and AQ-2, impacts would be less than significant.

- d) Expose sensitive receptors to substantial pollutant concentrations?

Reference: *L.A. CEQA Thresholds Guide (Sections B1, B2, and B3); Rancho Cienega Sports Complex Air Quality and Greenhouse Gas Analysis Technical Memorandum, 2015 (Appendix A)*

Comment: A significant impact may occur if construction or operation of the proposed project generated pollutant concentrations to a degree that would significantly affect sensitive receptors.

Some members of the population are especially sensitive to air pollutant emissions and should be given special consideration when evaluating air quality impacts from projects. These people include children, older adults, persons with preexisting respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise. For the purposes of a CEQA analysis, the SCAQMD considers a sensitive receptor to be a location such as a residence, hospital, or convalescent facility where it is possible that an individual could remain for 24 hours. Sensitive receptors within the vicinity of the proposed project site include Dorsey High School adjacent and to the east, residences directly to the south across Rodeo Road, and residences to the west across La Brea Avenue. The project site also includes a childcare facility, which is open from 3:00 p.m. to 6:00 p.m.

**Construction**

The greatest potential for toxic air contaminant (TAC) emissions would be related to diesel particulate matter (diesel PM) emissions associated with heavy-duty construction equipment operations. Heavy-duty construction equipment would operate during the 27-month construction period and would cease following buildout of the proposed project. As discussed above, AECOM performed dispersion modeling in general accordance with SCAQMD guidance for LST. Construction emissions would occur intermittently throughout the day and would not occur as a constant plume of emissions from the project site.

A health risk assessment (HRA) was performed to evaluate the emissions of TACs during construction activities and their effects on nearby receptors,

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including the onsite after-school childcare facility (occupied from 3 p.m. to 6 p.m.), Dorsey High School and surrounding residential housing.

The HRA was performed in accordance with the new *Air Toxics Hot Spots Program Guidance Manual* for the Preparation of Risk Assessments (SRP Draft) developed by the Office of Environmental Health Hazard Assessment (OEHHA) for conducting HRAs in California under the Air Toxics “Hot Spots” Program, as well as methodologies from the Health Risk Assessments for Proposed Land Use Projects.

The HRA was performed outside the Hotspots Analysis and Reporting Program (HARP2) modeling system using the USEPA regulatory model AERMOD (version 15181), which estimates both short-term and long-term average ambient concentrations at receptor locations to produce exposure estimates. Excess lifetime cancer risks, chronic noncancer hazard index (HI), and acute noncancer HI were estimated as part of the HRA. The estimated excess lifetime cancer risks, chronic and acute noncancer HIs were compared to the thresholds for significance for TACs for a maximally exposed individual at an existing residential receptor (MEIR) and maximally exposed individual at an existing occupational worker receptor (MEIW).

The estimated cancer risk was based on the annual average diesel PM concentration, inhalation potency factor, and default estimates of breathing rate, body weight, and exposure period calculated by HARP2. In addition to the potential cancer risk, diesel PM may result in chronic non-cancer health impacts. There is no acute risk threshold for diesel PM. The exposure level is the concentration below which no adverse non-cancer health effects are anticipated.

Table 4 shows the maximum cancer risk, acute HI, and chronic HI for construction of the proposed project. The maximum cancer risk due to unmitigated construction emissions was determined to be 0.01 in 1 million for the Child Care Center, 0.01 in 1 million for the Adult Resident and 0.001 in 1 million for the Worker. The maximum chronic HI was determined to be 0.000002 for the MEIW and 0.000002 for the MEIR.

As shown in Table 4, the maximum health risks would not exceed 10 in 1 million. Therefore, the construction of the proposed project would not expose sensitive receptors to substantial pollutant concentrations that would result in a health risk. The impact would be less than significant.

**Operation**

The land uses associated with the proposed project would be consistent with the

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existing conditions and are not typically sources of TAC emissions. Operation of the proposed project would primarily involve gasoline-fueled vehicles associated with worker and visitor commutes. No stationary sources of TAC emissions are anticipated to be located on the project site during long-term operation. Therefore, the proposed project’s long-term operational activities would not generate substantial TAC emissions and would not expose sensitive receptors to substantial operational TAC concentrations. The impact would be less than significant.

**Table 4  
Maximum Construction Health Impacts for All Receptors**

Receptor Type	Maximum Cancer Risk (per million)	Maximum Acute HI	Maximum Chronic HI
MEIR			
Offsite Resident	0.01	0.0	0.000002
Child Care Center	0.01	0.0	0.000001
MEIW	< 0.001	0.0	0.000002
Threshold of Significance	10	1.0	1.0
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>

Notes: HI= Hazard Index; MEIR = Maximally Exposed Individual Resident; MEIW = Maximally Exposed Individual Worker  
Source: Estimated by AECOM in 2015

- e) Create objectionable odors affecting a substantial number of people?

Reference: *L.A. CEQA Thresholds Guide (Sections B1 and B2); Rancho Cienega Sports Complex Air Quality and Greenhouse Gas Analysis Technical Memorandum, 2015 (Appendix A)*

Comment: A significant impact would occur if the project created objectionable odors during construction or operation that would affect a substantial number of people.

The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. While offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies.

Potential sources that may emit odors during construction activities include exhaust from diesel construction equipment. Odors from these sources would be

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localized and generally confined to the immediate area surrounding the project site. The odors would be typical of most construction sites and temporary in nature.

Operation of the proposed project would not add any new odor sources. The project would not have any significant odor sources, and any odors generated would be similar to odors associated with the existing land uses. As a result, the proposed project’s construction and operational activities would not create objectionable odors affecting a substantial number of people. The impact would be less than significant.

**4. BIOLOGICAL RESOURCES – Would the project:**

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Reference: *L.A. CEQA Thresholds Guide (Section C)*; *City of Los Angeles General Plan Conservation Element*; California Department of Fish and Wildlife California Natural Diversity Database Biogeographic Data Branch; California Native Plant Society Rare Plant Program

Comment: A significant impact would occur if the proposed project removed or modified habitat for any species identified or designated as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the state or federal regulatory agencies cited.

Special-status plant species include those listed as Endangered, Threatened, Rare or those species proposed for listing (Candidates) by the United States Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the California Native Plant Society (CNPS).<sup>10,11,12</sup> The CNPS listing is sanctioned by CDFW and serves as their list of “candidate” plant

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<sup>10</sup> Species listed or proposed for listing as threatened or endangered under the federal Endangered Species Act (Title 50 Code of Federal Regulations [CFR] 17.12 [listed plants], Title 50 CFR 17.11 [listed animals] and includes notices in the Federal Register for proposed species).  
<sup>11</sup> Species listed or proposed for listing by the State of California as threatened or endangered under the California Endangered Species Act (Title 14 California Code of Regulations 670.5).  
<sup>12</sup> Plants listed as rare under the California Native Plant Protection Act (California Fish and Game Code Section 1900 et seq.).

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species that meet the definitions of the California Endangered Species Act (CESA), and are eligible for state listing.

Special-status wildlife species include those listed by the USFWS under the federal Endangered Species Act and by CDFW under CESA. USFWS and CDFW officially list species as either Threatened, Endangered, or as Candidates for listing. Additional species receive federal protection under the Bald Eagle Protection Act (e.g., bald eagle, golden eagle), the *Migratory Bird Treaty Act* (MBTA), and state protection under the *California Environmental Quality Act (CEQA) Section 15380(d)*. All birds, except European starlings, English house sparrows, rock doves (pigeons), and non-migratory game birds such as quail, pheasant, and grouse, are protected under the MBTA. However, non-migratory game birds are protected under California Fish and Game Code Section 3503. Many other species are considered by CDFW to be California Species of Special Concern, and others are on a CDFW Watch List. The California Natural Diversity Database also tracks species within California for which there is conservation concern, including many that are not formally listed, and assigns them a California Natural Diversity Database (CNDDDB) rank. Although Species of Special Concern, CDFW Watch List species, and species that are tracked by the CNDDDB are not formally listed or afforded official legal status, they may receive special consideration during the CEQA review process. CDFW further classifies some species as "Fully Protected," indicating that the species may not be taken or possessed except for scientific purposes, under special permit from CDFW. Additionally, California Fish and Game Code Sections 3503, 3505, and 3800 prohibit the take, destruction or possession of any bird, nest, or egg of any bird except English house sparrows and European starlings unless authorization is obtained from the CDFW.

A search of relevant regional databases for special-status biological resources in the vicinity of the project area was conducted. This included a nine-quad search based on the United States Geological Survey's Hollywood, CA quadrangle of CDFW's CNDDDB and CNPS electronic Inventory. A review of these databases indicates that a combined total of 63 plant species from the CNDDDB and CNPS, and 43 wildlife species from the CNDDDB have been documented from the Hollywood and surrounding eight quadrangles. The CNDDDB and CNPS lists are included in Appendix B.

The project site is located in the heavily-urbanized West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The site is currently developed with a sports complex consisting of a restroom facility, gymnasium, indoor pool building, childcare center, playground, tennis courts, soccer field, track field (Jackie Robinson Stadium), baseball/softball fields, skate park, and parking

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areas. No natural vegetation communities exist on-site. Ornamental vegetation, including silk floss (*Chorisia* sp.), eucalyptus (*Eucalyptus* sp.) bottlebrush (*Callistemon* sp.), southern magnolia (*Magnolia grandifolia*), ficus (*Ficus* sp.), and queen palm (*Syagrus romanzoffiana*) trees occur within the project site. Some trees will be removed to accommodate project construction.

The CNDDDB indicates that a record of Brauton's milk-vetch (*Astragalus brauntonii*) and one of southern tarplant (*Centromadia parryi* ssp. *australis*) coincide with the project site. Both records are based on initial observations made in the early 1900s and these species are likely extirpated due to the urban developed nature of the project site and lack of potentially suitable habitat on-site to support these, or any other, special-status species. As a result, the proposed project would not result in a substantial adverse impact to listed, candidate, or otherwise sensitive special-status plant or wildlife species. However, due to the presence of ornamental trees which may provide suitable nesting habitat for birds protected under the MBTA, and which may be removed during construction, direct impacts to suitable nesting habitat could occur. Additionally, noise and dust generated during construction could indirectly impact nesting birds by causing them to avoid the area during construction. Should tree removal and construction activities occur during the nesting bird season, generally considered to extend from February 15 through September 15, the implementation of the avoidance and minimization measures provided in Mitigation Measure BIO-1 would reduce impacts to nesting birds to a less than significant level.

Mitigation Measure BIO-1 is required as follows:

**Mitigation Measure BIO-1:** Exterior building improvements shall occur outside of the nesting season (February 15 through September 15). If avoidance of exterior construction work within this time period is not feasible, the following additional measures shall be employed:

1. A pre-construction nesting survey shall be conducted by a qualified biologist within 3 days prior to the start of construction activities to determine whether active nests are present within or directly adjacent to the construction zone. All nests found shall be recorded.
2. If construction activities must occur within 300 feet of an active nest of any passerine bird or within 500 feet of an active nest of any raptor, a qualified biologist shall monitor the nest on a weekly basis and the construction activity shall be postponed until the biologist determines that the nest is no longer active.

If the recommended nest avoidance zone is not feasible, the qualified biologist

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shall determine whether an exception is possible and obtain concurrence from the appropriate resource agency before construction work can resume within the avoidance buffer zone. All work shall cease within the avoidance buffer zone until either agency concurrence is obtained or the biologist determines that the adults and young are no longer reliant on the nest site.

- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Reference: *L.A. CEQA Thresholds Guide (Section C)*; *City of Los Angeles General Plan Conservation Element*; California Department of Fish and Wildlife California Natural Diversity Database Biogeographic Data Branch; CDFW Descriptions of the Terrestrial Natural Communities of California

Comment: Sensitive natural communities are those that are designated as rare in the region by the CNDDDB, provide potentially suitable habitat to support special-status plant or wildlife species, or receive regulatory protection (i.e., Section 404 of the Clean Water Act and/or Section 1600 et seq. of the California Fish and Game Code). Rare communities are given the highest inventory priority. Based on the review of the CNDDDB, a total of seven sensitive vegetative communities have been recorded within the Hollywood and surrounding eight quadrangles. None of these records coincide with the project site. The site occurs in a heavily-urbanized community of the City of Los Angeles and no natural vegetation communities occur on-site. As a result, the proposed project would not adversely affect any sensitive natural community or riparian habitat. No impact would occur and no mitigation measures are required.

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Reference: *L.A. CEQA Thresholds Guide (Section C)*; *City of Los Angeles General Plan*; *U.S.C. Title 33, Chapter 26, Sections 101-607*

Comment: A significant impact would occur if federally protected wetlands, as defined by Section 404 of the Clean Water Act, were modified or removed.

The *Clean Water Act of 1997 (CWA)*, as amended, provides for the restoration and maintenance of the physical, chemical, and biological integrity of the nation's waters. The act sets up a system of water quality standards, discharge

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

limitations, and permit requirements. Activities that have the potential to discharge dredge or fill materials into jurisdictional waters of the U.S., which include those waters listed in 33 Code of Federal Regulations 328.3 (Definitions), are regulated under Section 404 of the Act, as administered by US Army Corps of Engineers (Corps). Section 401 of the CWA requires a water quality certification from the state for all permits issued by the Corps under Section 404 of the Clean Water Act. The Regional Water Quality Control Board (RWQCB) is the state agency in charge of issuing a CWA Section 401 water quality certification or waiver.

The *Porter-Cologne Water Quality Control Act* is the basic water quality control law for California and works in concert with the CWA. Under Section 13000 et seq. of *Porter-Cologne Water Quality Control Act*, the RWQCB is the agency that regulates discharges of waste and fill material within any region that could affect a water of the state (Water Code 13260[a]), (including wetlands and isolated waters) as defined by the California Water Code Section 13050(e). A permit under the *Porter-Cologne Water Quality Control Act* is required prior to a project's implementation, for impacts to water bodies and riparian habitat. Additionally, under Section 1602 of the California Fish and Game Code, a Streambed Alteration Agreement from CDFW is required prior to any activity that would result in the modification of the bed, bank, or channel of a state stream, river, or lake, including water diversion and damming and removal of vegetation from the floodplain to the landward extent of the riparian zone. This permit governs both activities that modify the physical characteristics of a stream and activities that may affect fish and wildlife resource that use a stream and surrounding habitat (i.e., riparian vegetation or wetlands).

The project site occurs in a heavily-urbanized community of the City of Los Angeles and no federal or state-protected wetlands or other waters coincide with the project site or would be affected by implementation of the project. As a result, no impacts would occur and no mitigation measures are required.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Reference: *L.A. CEQA Thresholds Guide (Section C); City of Los Angeles General Plan*

Comment: A significant impact would occur if the proposed project interfered or removed access to a migratory wildlife corridor or impeded the use of native wildlife nursery sites.

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

In an urban context, a wildlife migration corridor can be defined as a linear landscape feature of sufficient width and buffer to allow animal movement between two comparatively undisturbed habitat fragments, or between a habitat fragment and some vital resource that encourages population growth and diversity. Habitat fragments are isolated patches of habitat separated by otherwise foreign or inhospitable areas, such as urban/suburban tracts or highways. Two types of wildlife migration corridors seen in urban settings are regional corridors, defined as those linking two or more large areas of natural open space, and local corridors, defined as those allowing resident wildlife to access critical resources (food, cover, and water) in a smaller area that might otherwise be isolated by urban development.

The project site occurs in a heavily-urbanized community of the City of Los Angeles and there are no surface waters, drainages, or other corridors that allow for wildlife movement on or within the vicinity of the project site. The site is not within an established wildlife corridor, and the proposed project would not interfere with the movement of any native wildlife species. As a result, the proposed project would not interfere with the movement of any native resident or migratory wildlife species or with established native resident or migratory wildlife corridors, and would not impede the use of native wildlife nursery sites. However, as further described in Section 4(c), ornamental trees on-site may provide suitable nesting habitat for birds protected under the MBTA. Nesting birds may avoid the project vicinity due to increased levels of noise or dust during construction if it occurs during the nesting bird season (February 15 through September 15). Implementation of Mitigation Measure BIO-1 would reduce potential impacts on the movement and behavior of nesting birds to a less than significant level.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Reference: *L.A. CEQA Thresholds Guide (Section C); City of Los Angeles General Plan; City of Los Angeles Department of Recreation and Parks Tree Care Manual*

Comment: A significant impact would occur if the proposed project caused an impact that was inconsistent with local regulations pertaining to biological resources.

Native tree species that measure four inches or more in cumulative diameter, four and one-half feet above the ground, including native oak (*Quercus* spp.), southern California black walnut (*Juglans californica* var. *californica*), western

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Potentially Significant Impact Less Than Significant With Mitigation Less Than Significant No Impact

sycamore (*Platanus racemosa*), and California bay (*Umbellularia californica*) are protected by the *Los Angeles Municipal Code*. Any tree grown or held for sale by a nursery, or trees planted or grown as part of a tree planting program, are not included in the definition of a protected tree. Should any of the species listed above that meet the size requirements need to be removed, relocated, or replaced, the proposed project would comply with the City’s protected tree ordinance.

The City of Los Angeles Board of Public Works tree removal policy requires replacing street trees at a two-to-one ratio for trees that are removed from the right-of-way. RAP also has a tree replacement policy that can be found within the RAP’s *Tree Care Manual*. The RAP tree replacement policy requires “whenever trees are removed, the existing trees’ aggregate diameter, measures at breast height shall be replacement at an equal or greater rate of caliper of new trees.” No trees within the right-of-way are currently slated for removal; however, should any of the trees within the right-of-way require removal, the proposed project would comply with the City’s tree removal policy.

Ornamental sycamore trees are present on the south side of the building, along North Main Street. These trees would not be impacted by the proposed project and as a result, no impacts to trees protected under a tree preservation policy or ordinance would occur.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Reference: *L.A. CEQA Thresholds Guide (Section C); City of Los Angeles General Plan*

Comment: A significant impact would occur if the proposed project were inconsistent with the provisions of the adopted habitat conservation plans of the cited type.

The proposed project site is located in a heavily-urbanized community of the City of Los Angeles and does not coincide with the boundaries of any adopted Habitat Conservation Plan or Natural Community Conservation Plan. As a result, the proposed project would not conflict with an approved conservation plan and no impact would occur.

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

**5. CULTURAL RESOURCES – Would the project:**

- a) Cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations Section 15064.5?

Reference: *L.A. CEQA Thresholds Guide (Section D.3); Draft Cultural Resources Assessment Rancho Cienega Sports Complex (Celes King III Pool) Project (Appendix C)*

Comment: A significant impact would result if the proposed project caused a substantial adverse change to the significance of a historical resource.

A resource is generally considered “historically significant” if the resource meets at least one of the four criteria for listing on the California Register of Historical Resources (CRHR) (Public Resources Code Section 5024.1[a]). The CRHR is used as a guide by state and local agencies, private groups, and citizens to identify the state historical resources and to include which properties are to be protected, to the extent prudent and feasible, from substantial adverse change. The CRHR evaluation criteria are similar to the National Register criteria. For a property to be eligible for inclusion in the CRHR, it must meet one or more of the following criteria:

- It is associated with events that have made a significant contribution to the broad patterns of California history and cultural heritage;
- It is associated with the lives of persons important in our past;
- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- It has yielded, or may be likely to yield, important information in prehistory or history.

Based on previous cultural surveys and reports for the project site and surrounding areas, 24 cultural resources, including five archaeological resources, 18 buildings, and one district were recorded in the study area (project site and 0.5-mile radius of the project site). However, none of these resources occur within the project site. One historic property that is listed in the National Register of Historic Places (NRHP) is adjacent to the project site. Five additional buildings that are listed as California Historical Landmarks are also located within 0.5-mile of the project site, but are not located on the project site.

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

Based upon the CRHR evaluation criteria, one historic property was found on the project site that is eligible for listing in the NRHP and the CRHR. The Celes King III Pool is architecturally significant and meets NRHP Criterion C and CRHR Criterion 3 at the local level for its contribution of modern architectural design in Los Angeles. Its character-defining features include the stylized configuration of windows primarily on the south side of the building that continue on the east and west sides, its roof slope, and the presence of the indoor pool. However, this property would not be impacted during construction activities and would continue to operate as an indoor pool facility. Therefore, impacts to the identified historic resource during construction activities would be less than significant.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations Section 15064.5?

Reference: *L.A. CEQA Thresholds Guide (Section D.3); Draft Cultural Resources Assessment Rancho Cienega Sports Complex (Celes King III Pool) Project (Appendix C)*

Comment: A significant impact would occur if the proposed project caused a substantial adverse change in the significance of an archaeological resource, which falls under the CEQA Guidelines section cited above.

Archival research revealed that five prehistoric sites, including one burial site, are located less than 0.5-mile west of the site. The closest site is less than 0.15-mile west of the project site. Moreover, some of these are deeply buried by alluvium. For example, the human remains uncovered approximately 0.5-mile southeast of the project site lay up to 23 feet below the 1924 ground surface. Archaeological sites may also be buried by fill imported to reclaim the Rancho Cienega Sports Center during its development beginning in the 1930s.

The lack of surface evidence of archaeological materials does not preclude the possibility that subsurface archaeological materials may exist. The presence of alluvium may mean that any surface evidence of archaeological materials has been buried and could be encountered during excavation. Based on the results of this cultural resources assessment, the project site is culturally sensitive for prehistoric and/or historic archaeological resources.

Because the potential to encounter archaeological resources exists for this project, archaeological monitoring should be conducted during all ground-disturbing activities into native soils. Because of previous disturbances to the site, this depth is unknown. Mitigation Measure CULT-1 would be implemented to ensure that any potential impacts remain less than significant.

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

Mitigation Measure CULT-1 is required as follows:

**Mitigation Measure CULT-1:** Archaeological monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full time. The archaeological monitor will have the authority to redirect construction equipment in the event potential archaeological resources are encountered. If archaeological resources are encountered, work in the vicinity of the discovery will halt until appropriate treatment or further investigation of the resource is determined by a qualified archaeologist in accordance with the provisions of CEQA Guidelines Section 15064.5. In addition, it is recommended that the construction personnel and staff receive training on possible archaeological resources that may be present in the area in order to establish an understanding of what to look for during ground-disturbing activities.

If Native American cultural materials are encountered during project-related ground disturbance, a trained Native American consultant should be engaged to monitor ground-disturbing work in the area containing the Native American cultural resources. This monitoring would occur on an as needed basis and would be intended to ensure that Native American concerns are taken into account during the construction process.

Therefore, with implementation of Mitigation Measure CULT-1, potential impacts to archeological resources during construction activities for the proposed project would be less than significant. In addition, no impact would occur from the operation of the proposed project.

- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Reference: *L.A. CEQA Thresholds Guide (Section D.1); Draft Cultural Resources Assessment Rancho Cienega Sports Complex (Celes King III Pool) Project (Appendix C)*

Comment: A significant impact would occur if grading or excavation activities associated with the proposed project disturbed unique paleontological resources or unique geologic features.

Archival research indicates that excavations near the project site extending into older Quaternary have encountered significant vertebrate fossils. In some places, Quaternary older alluvium and significant fossil remains may lay close to the surface. For example, the closest fossil locality recorded by the Natural History Museum of Los Angeles County, near the intersection of Rodeo Road and

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

Sycamore Avenue, encountered a fossil horse at a depth of 6 feet below ground surface.

Because the project would be constructed in an area with known prehistoric and historic archaeological and paleontological sensitivity, prehistoric and/or historic archaeological resources and paleontological resources may be present within the project site. Such resources may lie beneath the surface obscured by pavement or vegetation. Because of the potential to encounter buried resources, paleontological monitoring is recommended during ground-disturbing activities in areas of paleontological sensitivity. Mitigation Measure CULT-2 would be implemented to ensure that any potential impacts remain less than significant.

Mitigation Measure CULT-2 is required as follows:

**Mitigation Measure CULT-2:** Excavations into undisturbed older Quaternary layers, which vary in depth within the project site, shall be monitored. Monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full-time. In the event that potential paleontological resources are encountered, a qualified paleontologist should be retained to recover and record any fossil remains discovered. Any fossils, should they be recovered, shall be prepared, identified, and catalogued before curation in an accredited repository designated by the lead agency.

Therefore, with implementation of Mitigation Measure CULT-2, potential impacts to paleontological resources during construction activities associated with the proposed project would be less than significant. In addition, no impact would occur from the operation of the proposed project.

- d) Disturb any human remains, including those interred outside of formal cemeteries?

Reference: *L.A. CEQA Thresholds Guide (Section D.2); Draft Cultural Resources Assessment Rancho Cienega Sports Complex (Celes King III Pool) Project (Appendix C)* Comment: A significant impact would occur if grading or excavation activities associated with the proposed project disturbed interred human remains.

No formal cemeteries are known to exist within the project site; however, prehistoric human remains were uncovered approximately 0.5-mile southeast of the project site. In the event that any human remains or related resources are discovered, Mitigation Measure CULT-3 would be implemented to ensure that any potential impacts remain less than significant.

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

Mitigation Measure CULT-3 is required as follows:

**Mitigation Measure CULT-3:** In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found during construction activities, the County Coroner shall be notified within 24 hours of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, s/he shall notify the Native American Heritage Commission (NAHC) in Sacramento within 24 hours. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.

Therefore, with implementation of Mitigation Measure CULT-3, potential impacts related to the discovery of human remains would be less than significant. In addition, no impact is anticipated from the operation of the proposed project.

**6. GEOLOGY AND SOILS – Would the project:**

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

Reference: *L.A. CEQA Thresholds Guide (Section E.1); California Department of Conservation Publication 42; City of Los Angeles General Plan Safety Element; Geotechnical Engineering Report Rancho Cienega Sports Complex, May 2015 (Appendix D)*

Comment: A significant impact would occur if the proposed project were located within a state-designated Alquist-Priolo Zone or other designated fault zone and appropriate building practices were not followed.

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Potentially Significant Impact Less Than Significant With Mitigation Less Than Significant No Impact

The project site is not located within a State of California Earthquake Fault Zone/Alquist-Priolo Special Study Zone. The project site is located in a seismically active area, as is most of southern California. The Newport-Inglewood fault is the closest fault to the project site and is located approximately 1.3 miles southwest of the site. Additionally, an active trace of the Newport-Inglewood fault may be within approximately 0.5-mile from the southwest portion of the project site. However, no active faults are known to cross the project site. The proposed project would be designed and constructed in accordance with all applicable federal, state, and local codes relative to seismic criteria. Therefore, the proposed project would not expose people or structures to potential adverse effects from the rupture of a known earthquake fault; and no impact would occur.

ii) Strong seismic ground shaking?

Reference: *L.A. CEQA Thresholds Guide (Section E.1); City of Los Angeles General Plan Safety Element; California Department of Conservation Publication 42*

Comment: A significant impact would occur if the proposed project design did not comply with building code requirements intended to protect people from hazards associated with strong seismic ground shaking.

As with most locations in southern California, the project site is susceptible to ground shaking during an earthquake. As indicated in Section 6 (a)(i) above, the project site is not located within an Alquist-Priolo Special Study Zone, and thus the potential for hazards associated with strong seismic ground shaking, such as ground surface rupture, affecting the site is considered low. The proposed project would be designed and constructed in accordance with the latest version of the *City of Los Angeles Building Code* and other applicable federal, state, and local codes relative to seismic criteria. Therefore, the impact from strong seismic ground shaking would be less than significant.

iii) Seismic-related ground failure, including liquefaction?

Reference: *L.A. CEQA Thresholds Guide (Section E.1); City of Los Angeles General Plan Safety Element Exhibit B; California Department of Conservation Publication 42; Earthquake Fault Zones and Seismic Hazard Zones Map, Hollywood Quadrangle; Geotechnical Engineering Report Rancho Cienega Sports Complex., May 2015 (Appendix D)*

Comment: A significant impact would occur if the proposed project were located in an area identified as having a high risk of liquefaction and appropriate

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## Issues

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design measures required within such designated areas were not incorporated into the project.

Liquefaction occurs when water saturated sediments are subjected to extended periods of shaking. Pressure increases in the soil pores temporarily alter the soil state from solid to liquid. Liquefied sediments lose strength, in turn causing the failure of adjacent infrastructure, including bridges and buildings. Whether a soil would resist liquefaction depends on a number of factors, including grain size, compaction and cementation, saturation and drainage, characteristics of the vibration, and the occurrence of past liquefaction. Granular, unconsolidated, saturated sediments are the most likely to liquefy, while dry, dense or cohesive soils tend to resist liquefaction. Liquefaction is generally considered to be a hazard where the groundwater is within 40 to 30 feet of the surface. With proper soil drainage, the pore pressure, which builds up when ground motion shakes unconsolidated soil, would be more easily dissipated; thus, soils with proper drainage are less likely to liquefy.

The project site is located within a state- and City-designated liquefaction area. In addition, the City of Los Angeles Department of Public Works, Bureau of Engineering, Geotechnical Engineering Group completed a geotechnical investigation for the proposed project, the *Geotechnical Engineering Report Rancho Cienega Sports Complex*, which is included as Appendix D of this document. This investigation consisted of several tests to determine the liquefaction susceptibility of the project site. According to the criteria adopted by the Los Angeles Department of Building and Safety, in order to assume a soil is not susceptible, the soil must have a minimum plasticity index of 18. The tests conducted at the project site revealed that only one of the fine grained soils tested had a plasticity index less than 18. As such, impacts related to seismic-related ground failure and liquefaction could occur due to implementation of the proposed project. However, as discussed in the *Geotechnical Engineering Report Rancho Cienega Sports Complex*, the proposed project was determined to be geotechnically feasible provided that the recommendations presented in the report are incorporated into the design and construction of the proposed project. Adherence to Mitigation Measures GEO-1 and GEO-2 would reduce impacts related to seismic-related ground failure and liquefaction to less than significant.

Mitigation Measures GEO-1 and GEO-2 are required as follows:

**Mitigation Measure GEO-1:** The proposed project grading and foundation plans and specifications shall implement the recommendations presented in

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the *Geotechnical Engineering Report Rancho Cienega Sports Complex* prepared by the Department of Public Works, Bureau of Engineering, Geotechnical Engineering Group. The proposed project plans and specifications shall also be reviewed by the Geotechnical Engineering Group to ensure proper implementation and application of the recommendations.

**Mitigation Measure GEO-2:** All grading, excavation, and construction of foundations should be performed under the observation and testing of the Geotechnical Engineer during the following stages:

- Demolition;
- Pile indicator program;
- Pile loading testing;
- Completion of site clearing;
- Site and pool excavation;
- Installation of shoring;
- Production pile installation;
- Subgrade preparation;
- Fill placement;
- Construction of structural mat foundations for accessory structures;
- Excavation and backfilling of all utility trenching; and
- When any unusual or unexpected geotechnical conditions are encountered.

With implementation of Mitigation Measures GEO-1 and GEO-2, potential impacts related to liquefaction during construction activities associated with the proposed project would be less than significant. In addition, no impact would occur from the operation of the proposed project.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Reference: *L.A. CEQA Thresholds Guide (Section E.1); City of Los Angeles General Plan Safety Element Exhibit C; California Department of Conservation Publication 42*

Comment: A significant impact would occur if the proposed project were located in an area identified as having a high risk of landslides and appropriate design measures required within such designated areas were not incorporated into the project.

The project is located in an area that is relatively flat and is not identified as a potential landslide hazard area by the California Department of Mines and Geology. Additionally, the project site is not located within a City-designated hillside area or earthquake induced landslide area. Therefore, the proposed project would not expose people or structures to potential adverse effects from landslides. No impact to landslides would occur.

b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Reference: *L.A. CEQA Thresholds Guide (Section E.2)*

Comment: A significant impact would occur if the proposed project exposed large areas to the erosion effects of wind or water for a prolonged period of time.

The proposed project would include ground-disturbing activities, such as excavation, grading and compaction of soil, landscaping, and paving. These activities could result in the potential for erosion to occur at the project site, though soil exposure would be temporary and short-term in nature. During construction, standard measures would be employed to minimize soil erosion and runoff. As discussed in Section II, Subsection G, in accordance with standard specifications for public works construction and building code requirements, the proposed project would require implementation of a Storm Water Pollution Prevention Plan (SWPPP) for erosion and sedimentation control. Additionally, the majority of the project site would be covered by landscaping and parking upgrades, potentially with permeable paving. No large areas of exposed soil would exist that would be exposed to the effects of erosion by wind or water. As such, the proposed project would have less than significant impact to erosion and loss of topsoil.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Reference: L.A. CEQA Thresholds Guide (Section C1); Geotechnical Engineering Report Rancho Cienega Sports Complex , May 2015 (Appendix D)

Comment: A significant impact would occur if the proposed project were built in an unstable area without proper site preparation or design features to provide adequate foundations for project buildings, thus posing a hazard to life and property.

One of the major types of liquefaction induced ground failure is lateral spreading of mildly sloping ground. Lateral spreading involves primarily side-to-side movement of earth materials due to ground shaking, and is evidenced by near-vertical cracks to predominantly horizontal movement of the soil mass involved. As discussed in Sections 6 (a)(iii) and 6 (a)(iv), the project site is located in an area identified as being at risk for liquefaction, but is not located within a designated hillside area. All construction work would adhere to the latest version of the *City of Los Angeles Building Code* and other applicable federal, state, and local codes relative to liquefaction criteria. Additionally, implementation of Mitigation Measures GEO-1 and GEO-2 would reduce impacts related liquefaction to less than significant.

Subsidence is the lowering of surface elevation due to changes occurring underground, such as the extraction of large amounts of groundwater, oil, or gas. When groundwater is extracted from aquifers at a rate that exceeds the rate of replenishment, overdraft occurs, which can lead to subsidence. However, the proposed project does not anticipate the extraction of any groundwater, oil, or gas from the project site. Therefore, no impacts to subsidence would occur.

Collapsible soils consist of loose dry materials that collapse and compact under the addition of water or excessive loading. Collapsible soils are prevalent throughout the southwestern United States, specifically in areas of young alluvial fans. Soil collapse occurs when the land surface is saturated at depths greater than those reached by typical rain events. According to the geotechnical investigation conducted for the proposed project, the northeast portion of the project site is mapped as alluvium consisting of clay, sand, and gravel and the southwest portion is mapped as clay and sand of pre-development marshlands. Nonetheless, the proposed project would be constructed in accordance with the latest version of the *City of Los Angeles Building Code* and other applicable federal, state, and local codes relative to seismic criteria. These building codes

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

are designed to ensure safe construction. As such, impacts associated with on- or off-site landslides, lateral spreading, subsidence, and collapses would be less than significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Reference: *Geotechnical Engineering Report Rancho Cienega Sports Complex*, May 2015 (Appendix D)

Comment: A significant impact would occur if the proposed project were built on expansive soils without proper site preparation or design features to provide adequate foundations for project buildings, thus posing a risk to life and property.

Expansive soils are clay-based soils that tend to expand (increase in volume) as they absorb water and shrink (lessen in volume) as water is drawn away. If soils consist of expansive clays, foundation movement and/or damage can occur if wetting and drying of the clay does not occur uniformly across the entire area.

The geotechnical investigation conducted for the proposed project included expansion index testing. The results indicated that the near surface soil (upper 5 feet) has a medium expansion potential. However, the proposed project would be constructed in accordance with the latest version of the *City of Los Angeles Building Code* and other applicable federal, state, and local codes relative to seismic criteria. As such, the proposed project would not create a substantial risk to life or property resulting from expansive soils. Impacts would be less than significant.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Reference: L.A. CEQA Thresholds Guide

Comment: A significant impact would occur if the proposed project were built on soils that were incapable of adequately supporting the use of septic tanks or alternative wastewater disposal system, and such a system were proposed.

Construction and operation of the proposed project would not involve the use of septic tanks or alternative wastewater disposal systems. Therefore, no impact associated with the use of such systems would occur.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
<b>7. GREENHOUSE GAS EMISSIONS</b> – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Reference: SCAQMD. *Draft Guidance Document – Interim CEQA Greenhouse Gas Significance Threshold*, October 2008; *Rancho Cienega Sports Complex Project Air Quality and Greenhouse Gas Analysis*, 2015 (Appendix A)

Comment: A significant impact may occur if the proposed project would generate greenhouse gas (GHG) emissions that would have a significant impact on the environment.

Certain gases in the earth’s atmosphere, classified as greenhouse gases (GHG), play a critical role in determining the earth’s surface temperature. A portion of the solar radiation that enters earth’s atmosphere is absorbed by the earth’s surface, and a smaller portion of this radiation is reflected back toward space. This infrared radiation (i.e., thermal heat) is absorbed by GHGs within the earth’s atmosphere; as a result, infrared radiation released from the earth that otherwise would have escaped back into space is instead “trapped,” resulting in a warming of the atmosphere. This phenomenon, known as the “greenhouse effect,” is responsible for maintaining a habitable climate on Earth. Without the naturally occurring greenhouse effect, Earth would not be able to support life as we know it.

GHGs are present in the atmosphere naturally, are released by natural and anthropogenic sources, and are formed from secondary reactions taking place in the atmosphere. Natural sources of GHGs include the respiration of humans, animals and plants, decomposition of organic matter, and evaporation from the oceans. Anthropogenic sources include the combustion of fossil fuels, waste treatment, and agricultural processes.

Carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous oxide (N<sub>2</sub>O) are the GHGs that that are widely accepted as the principal contributors to human-induced global climate change and would be generated by the proposed project. The majority of CO<sub>2</sub> emissions are byproducts of fossil fuel combustion. CH<sub>4</sub> is the main component of natural gas and is associated with agricultural practices and landfills. N<sub>2</sub>O is a colorless GHG that results from industrial processes, vehicle emissions, and agricultural practices.

Global warming potential (GWP) is a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to CO<sub>2</sub>. The GWP of a GHG is based on several factors, including the relative effectiveness of a gas to absorb

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**Issues**

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infrared radiation and length of time (i.e., lifetime) that the gas remains in the atmosphere (“atmospheric lifetime”). The GWP of each gas is measured relative to CO<sub>2</sub>, the most abundant GHG. GHGs with lower emissions rates than CO<sub>2</sub> may still contribute to climate change because they are more effective at absorbing outgoing infrared radiation than CO<sub>2</sub> (i.e., high GWP). The concept of CO<sub>2</sub>-equivalents (CO<sub>2</sub>e) is used to account for the different GWP potentials of GHGs to absorb infrared radiation.

Total construction-related GHG emissions were estimated using the same methodology to estimate criteria pollutant emissions discussed earlier. As shown in Table 5, total project construction emissions would be approximately 1,128 metric tons (MT) of CO<sub>2</sub>e. SCAQMD recommends that construction emissions be amortized over 30 years, which is assumed to be the average lifetime of a project’s operations, and added to the operational emissions of the project. When this total is amortized over the 30-year life of the project, annual construction emissions would be approximately 38 MT CO<sub>2</sub>e per year.

The SCAQMD has only adopted a significance threshold of 10,000 MT of CO<sub>2</sub> per year for industrial projects (SCAQMD 2008). The GHG CEQA Significance Threshold Stakeholder Working Group recommended options for evaluating non-industrial projects including thresholds for residential, commercial, and mixed use projects (SCAQMD 2009). The draft thresholds released by the SCAQMD include a threshold of 3,000 MT CO<sub>2</sub>e per year for all of those lands use types. At the time of this analysis, these draft thresholds have not been adopted by the SCAQMD. Since the proposed project would include commercial and recreational land uses, the proposed SCAQMD threshold of 3,000 MT CO<sub>2</sub>e per year will be used for this analysis. Table 5 summarizes the proposed operational emissions and amortized construction GHG emissions.

As shown in Table 5, the project-related GHG emissions are below the SCAQMD proposed threshold. Therefore, the impact would be less than significant.

**Table 5**  
**Construction-Related GHG Emissions (MT CO<sub>2</sub>e/year)**

<b>Year</b>	<b>Total</b>
2016	131
2017	422
2018	575
<b>Total</b>	<b>1,128</b>
<b>Amortized Construction Emissions</b>	<b>38</b>

MT CO<sub>2</sub>e = metric tons of carbon dioxide equivalent

Additional details available in Attachment A.

Source: Modeled by AECOM in 2015

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Reference: California Air Resources Board, *The California Global Warming Solutions Act of 2006 (AB32)*, 2006; City of Los Angeles, *Green LA -- An Action Plan to Lead the Nation in Fighting Global Warming*, 2007; City of Los Angeles, *Climate LA – Municipal Program Implementing the Green LA Climate Action Plan*, 2008; *Rancho Cienega Sports Complex Project Air Quality and Greenhouse Gas Analysis*, 2015 (Appendix A)

Comment: A significant impact may occur if the proposed project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG.

Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, requires that statewide GHG emissions be reduced to 1990 levels by 2020. ARB’s *Scoping Plan* is the state’s plan to achieve the GHG reductions in California required by AB 32 and also reiterates the state’s role in the long-term goal established in Executive Order S-3-05, which is to reduce GHG emissions to 80% below 1990 levels by 2050.

ARB is required to update the *Scoping Plan* at least once every five years to evaluate progress and develop future inventories that may guide this process. ARB approved the first update to the *Climate Change Scoping Plan: Building on the Framework* in 2014 (ARB 2014). The Scoping Plan update confirms that the state is on track to meet the 2020 emissions reduction target, but will need to maintain and build upon its existing programs, scale up deployment of clean technologies, and provide more low-carbon options to accelerate GHG emission reductions, especially after 2020, in order to meet the 2050 target. The Scoping Plan update did not directly create any regulatory requirements for construction of the proposed project. However, the Scoping Plan update includes recommended actions (e.g., Phase 2 heavy-duty truck GHG standard standards, enhance and strengthen the Low Carbon Fuel Standard) that would indirectly address GHG emissions from construction activities.

In May 2007, the City of Los Angeles released its Climate Action Plan (CAP), *“Green LA: An Action Plan to Lead the Nation in Fighting Global Warming.”* The Plan sets forth a goal of reducing the City’s greenhouse gas emissions to 35% below 1990 levels by the year 2030. The CAP is a voluntary plan that identifies over 50 action items, grouped into focus areas, to reduce emissions. ClimateLA is the implementation program that provides detailed information, including a context, lead departments, and a timeline for completion, for each action item

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**Issues**

Potentially Significant Impact  
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Less Than Significant  
No Impact

discussed in the GreenLA CAP. Where possible, the ClimateLA program document includes potential CO2 emission reductions from full implementation of the measures.

The proposed project would be a reconstruction of existing land uses, and building construction activities would be consistent with current Title 24 standards, which would improve energy efficiency of the buildings. Therefore, the proposed project would not conflict with the AB 32 *Scoping Plan*, *GreenLA CAP*, or *ClimateLA*. As discussed earlier, the proposed project would also not generate GHG emissions that would have a significant impact on the environment. Therefore, the proposed project would not conflict with any applicable plan, policy, or regulation for the purpose of reducing GHG emissions. The impact would be less than significant.

**8. HAZARDS AND HAZARDOUS MATERIALS** – Would the project:

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Reference: *L.A. CEQA Thresholds Guide (Sections F.1 & F.2)*

Comment: A significant impact would occur if the proposed project utilized substantial amounts of hazardous materials as part of its routine operations and could potentially pose a hazard to the public under accident or upset conditions.

Implementation of the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Construction activities would be temporary in nature and would involve the limited transport, storage, use, and disposal of hazardous materials. Such hazardous materials could include on-site fueling/servicing of construction equipment, and the transport of fuels, lubricating fluids, and solvents. These types of materials are not acutely hazardous, and all storage, handling, and disposal of these materials are regulated by the California Department of Toxic Substances Control, United States Environmental Protection Agency, the Occupational Safety & Health Administration, the City of Los Angeles Fire Department, and the Los Angeles County Department of Public Health. The transport, use, and disposal of construction-related hazardous materials would occur in accordance with applicable federal, State, and local regulations governing such activities. Therefore, the short-term construction impact would be less than significant.

Long-term operation of the proposed project would involve the continued limited

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**Issues**

Potentially Significant Impact  
 Less Than Significant With Mitigation  
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 No Impact

transport, storage, use, and disposal of hazardous materials related to pool maintenance and operation. These materials (chlorine, bromine, sodium carbonate, etc.) are currently used and stored on the project site to operate and maintain the existing Celes King III Indoor Pool and are common chemicals used to maintain pools. All hazardous materials transported, stored, used, and disposed of for the purpose of maintaining the new indoor pool would continue to be in compliance with federal and State regulations. In addition, the County of Los Angeles Department of Public Health, Bureau of Environmental Protection, Recreational Waters Program, is responsible for enforcing laws and regulations related to the safe maintenance of the 3,200 public pools in Los Angeles County. Additionally, the proposed project would not generate industrial wastes or toxic substances during operation. Therefore, project operation would not pose a significant hazard to the public or the environment. No operational impact related to hazardous materials would occur.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Reference: *L.A. CEQA Thresholds Guide (Sections F.1 & F.2)*

Comment: Refer to Section 8 (a) above.

Asbestos-containing materials (ACMs) are materials that contain asbestos, a naturally-occurring fibrous mineral that has been mined for its useful thermal properties and tensile strength. When left intact and undisturbed, these materials do not pose a health risk to building occupants. There is, however, potential for exposure when ACMs become damaged to the extent that asbestos fibers become airborne and are inhaled. These airborne fibers are carcinogenic and can cause lung disease. The age of a building is directly related to its potential for containing elevated levels of ACMs. Asbestos was utilized routinely in many building materials until 1978.

Lead-based paint (LBP), which can result in lead poisoning when consumed or inhaled, was widely used in the past to coat and decorate buildings. Lead poisoning can cause anemia and damage to the brain and nervous system, particularly in children. Like ACMs, LBP generally does not pose a health risk to building occupants when left undisturbed; however, deterioration, damage, or disturbance could result in hazardous exposure. In 1978, the use of LBP was federally banned by the Consumer Product Safety Commission. Therefore, structures built before 1978 are likely to contain LBP, as well as those built shortly thereafter, as the phase-out of LBP was gradual. Construction of the

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
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existing sports complex began in 1936, which included the construction of tennis courts, baseball diamonds and bleachers, a maintenance building, children’s play area, volleyball, basketball, and croquet courts, and parking areas. The restroom facility was constructed in 1964, the gymnasium was constructed in 1980, and the daycare center was constructed in 2002.

Due to the age of the on-site structures to be demolished, it is possible that these structures may contain ACMs and LBP. As such, Mitigation Measures HAZ-1 and HAZ-2 would be implemented to ensure the safe removal of any identified ACMs or LBP. With implementation of Mitigation Measures HAZ-1 and HAZ-2, impacts of accident conditions involving the release of hazardous materials into the environment would be less than significant.

Mitigation Measures HAZ-1 and HAZ-2 are required as follows:

**Mitigation Measure HAZ-1:** Prior to demolition of existing structures, a demolition-level asbestos survey shall be conducted at the project site to identify ACMs. If ACMs are detected, a licensed asbestos abatement contractor shall be retained to remove all ACMs and abate the buildings in compliance with the South Coast Air Quality Management District’s Rule 1403, as well as all other state and federal rules and regulations.

**Mitigation Measure HAZ-2:** Prior to demolition of the existing structures, an LBP survey shall be conducted at the project site. The survey shall include the sampling of paint in various representative areas. The samples shall consist of paint chips physically removed from the walls and analyzed for lead. If LBP is detected, a licensed LBP abatement contractor shall be retained to remove all LBP and abate the buildings in compliance with all applicable local, state, and federal regulations.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Reference: *L.A. CEQA Thresholds Guide (Section F.2)*; ZIMAS

Comment: A significant impact would occur if the proposed project were located within one-quarter mile of an existing or proposed school site and were projected to release toxic emissions which would pose a hazard beyond regulatory thresholds.

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Less Than Significant With Mitigation  
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There are two schools located within a 0.25-mile radius of the project site and within 0.25-mile of the facilities to be demolished and constructed: Dorsey High School, located directly east of the project site at 3537 Farmdale Road, and View Park Continuation High School, also located directly east of the project site at 4701 Rodeo Road. In addition, as previously discussed, a child care facility, the Ira C. Massey Child Care Center, is located on the project site.

As discussed in Section 8 (a) above, construction activities would involve limited transport, storage, usage, and disposal of hazardous materials. However, these materials are not acutely hazardous and the transport, use, and disposal of construction-related hazardous materials would occur in conformance with all applicable federal, state, and local regulations governing such activities. Therefore, impacts related to hazardous materials within one-quarter mile of an existing or proposed school would be less than significant.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Reference: *L.A. CEQA Thresholds Guide (Section F.2)*; EnviroStor; GeoTracker

Comment: A significant impact would occur if the proposed project were located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, created a significant hazard to the public or the environment.

The project site is not listed in the State Water Resources Control Board GeoTracker system which includes leaking underground fuel tank sites and spills, leaks, investigations, and cleanups sites; or the Department of Toxic Substances Control EnviroStor Data Management System which includes CORTESE sites, or the Environmental Protection Agency’s database of regulated facilities. Although no hazardous materials sites exist on the project site, several leaking underground storage tank cleanup sites exist in the project vicinity. In addition, two school investigation sites and one school cleanup site exist adjacent to the project site. The New Rodeo Road Middle School investigation site is located west of the project site (5051 Rodeo Road) and is listed due to the possibilities of contaminants in the soil due the former possible use of the facility as a laboratory during the 1950s through the 1990s. The Central Region High School #14 investigation site is located east of the project site within the boundary of the existing Dorsey High School (3537 Farmdale Avenue) and is listed due to lead-based paint, asbestos and organochlorine

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pesticides that may have impacted the site. The school cleanup site is also located at Dorsey High School (3537 Farmdale Avenue), and is listed due to the possibilities of contaminants in lead-based paint, OCPs from termiticides, total petroleum hydrocarbons, volatile organic compounds, polycyclic aromatic hydrocarbons, arsenic, polychlorinated biphenyls, dioxins, and furans. Approximately 74 cubic yards of chlordane and TPH-contaminated soil was excavated from the site and the cleanup was certified as completed and approved by DTSC on October 19, 2011.

While unlikely, should contaminated soils be encountered during construction of the proposed project, excavated material (e.g., soil, slurry, and groundwater) would be monitored and tested prior to disposal. Excavated material that is deemed hazardous would be subject to strict federal, state, and local regulations for its handling, transport, and disposal. These activities would occur under the oversight of the DTSC, SWRCB, and LAFD. Adherence to federal, state, and local standards would minimize the risk to the public or the environment. Therefore, the impact would be less than significant.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Reference: General Plan, L.A. CEQA Thresholds Guide (Section F.1); LACDRP Airport Land Use Commission Airports - Los Angeles County

Comment: A significant impact would occur if the project site were located within a public airport land use plan area, or within two miles of a public airport, and created a safety hazard.

The project site is not located within an airport land use plan, or within two miles of a public airport of public use airport. The project site is located approximately 5.3 miles east of the Santa Monica Municipal Airport and 5.6 miles northeast of the Los Angeles International Airport. Therefore, no safety hazard associated with proximity to an airport is anticipated for the proposed project. No impact would occur.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
<p>f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</p> <p>Reference: <i>L.A. CEQA Thresholds Guide (Section F.1)</i>;</p> <p>Comment: A significant impact would occur if the proposed project were in the vicinity of a private airstrip and resulted in a safety hazard for people residing or working in the project area.</p> <p>The project site is not located within the vicinity of a private airstrip. Therefore, no safety hazard from proximity to a private airport or airstrip is anticipated from the proposed project. No impact would occur.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p> <p>Reference: <i>L.A. CEQA Thresholds Guide (Section F.1)</i>; <i>City of Los Angeles General Plan</i></p> <p>Comment: A significant impact would occur if the proposed project substantially interfered with roadway operations used in conjunction with an emergency response plan or evacuation plan or generated sufficient traffic to create traffic congestion that would interfere with the execution of these plans.</p> <p>During construction activities, vehicles and equipment would access the site via the entrance off Rodeo Road or via the rear entrance off Exposition Road. No road or lane closures are anticipated during construction activities. During construction, ingress and egress to the site and surrounding properties, particularly for emergency response vehicles, would be maintained at all times. In addition, operation would not permanently alter the adjacent street system. Therefore, construction and operation of the proposed project would not impair or interfere with implementation of an adopted emergency response plan or emergency evacuation plan. The impact would be less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<p>h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</p> <p>Reference: <i>L.A. CEQA Thresholds Guide (Section F.1)</i>; <i>City of Los Angeles General Plan Safety Element Exhibit D</i></p> <p>Comment: A significant impact would occur if the proposed project were located in a wildland area and poses a significant fire hazard, which could affect persons or</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

structures in the area in the event of a fire.

The project site is not located within a designated High Fire Hazard Severity Zone according to the *City of Los Angeles General Plan*. The project site and surrounding areas are completely developed and there are no wildlands adjacent to the site. Therefore, no impact related to wildland fires would occur.

**9. HYDROLOGY AND WATER QUALITY – Would the project:**

- a) Violate any water quality standards or waste discharge requirements?

Reference: *L.A. CEQA Thresholds Guide (Section G.2)*

Comment: A significant impact would occur if the proposed project discharged water which did not meet the quality standards of agencies which regulate surface water quality and water discharge into stormwater drainage systems such as the LARWQCB. These regulations include compliance with the Standard Urban Storm Water Mitigation Plan (SUSMP) requirements to reduce potential water quality impacts.

The proposed project would not violate a water quality standard or waste discharge requirement. Construction activities, such as grading and excavation, would result in the disturbance of soil and temporarily increase the potential for soil erosion. Additionally, construction activities and equipment would require the on-site use and storage of fuels, lubricants, and other hydrocarbon fluids. Storm events occurring during the construction phase would have the potential to carry disturbed sediments and spilled substances from construction activities off-site to nearby receiving waters.

For implementation of the proposed project, prior to the start of construction, BOE would be required to obtain a General Construction Activity Stormwater Permit, issued by the State Water Resources Control Board. One of the conditions of the General Permit is the development and the implementation of a SWPPP, which would identify structural and nonstructural BMPs to be implemented during the construction phase. As discussed in Section II Subsection G, BOE would also develop and implement an erosion control plan for the proposed project. BMPs developed for the SWPPP and the erosion control plan may include, but not be limited to, minimizing the extent of disturbed areas and duration of exposure; stabilizing and protecting disturbed areas; keeping runoff velocities low; retaining sediment within the construction area; and the use of temporary desilting basins, silt fences, gravel bag barriers, temporary soil stabilization, temporary drainage inlet protection, and diversion dikes and interceptor swales. With implementation of BMPs, the proposed project would not

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 Less Than Significant With Mitigation  
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violate any water quality standards or waste discharge requirements. Therefore, impacts on water quality from construction activities would be less than significant.

In addition, the proposed project includes the installation of stormwater and drainage infrastructure throughout the complex. Upon completion of the proposed project, storm flows would be directed to the existing municipal storm drain system. There would be no exposed soil remaining at the completion of rehabilitation activities; therefore, there would be no potential for soil erosion or contamination. No long-term impact to water quality would occur during project operations.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Reference: *L.A. CEQA Thresholds Guide (Sections G.2 and G.3); Geotechnical Engineering Report Rancho Cienega Sports Complex, May 2015 (Appendix D); Seismic Hazard Zone Report for the Hollywood 7.5-Minute Quadrangle*

Comment: A project would have a significant impact on groundwater supplies if it resulted in a demonstrable and sustained reduction of groundwater recharge capacity or changed the potable water levels sufficiently that it would reduce the ability of a water utility to use the groundwater basin for public water supplies or storage of imported water, reduced the yields of adjacent wells or well fields, or adversely changed the rate or direction of groundwater flow.

The Division of Mines and Geology identified historically shallow groundwater in the western and southwestern parts of the Hollywood Quadrangle, which encompasses the project site. According to the *Hollywood Quadrangle Seismic Hazard Report*, the groundwater depth in the project area is as low as 10 feet below ground surface (bgs). Additionally, the geotechnical investigation completed for the proposed project encountered groundwater in five of the twelve borings ranging from approximately 5 to 37.5 feet bgs. However, it was determined that the groundwater likely did not have enough time to stabilize in the boreholes. Therefore, three additional borings were drilled to a depth of approximately 25 feet bgs and left for several days. Following stabilization, the depth of the groundwater ranged from approximately 6.5 to 10 feet bgs. The report also noted that the shallowest groundwater was encountered on the east

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side of the proposed complex, adjacent to the existing tennis courts and in the areas of the existing child care center. As part of the proposed project, no work would occur at the child care center.

As discussed in the *Geotechnical Engineering Report*, it should be expected that groundwater would be encountered for excavations extending deeper than 6.5 feet bgs. Construction of the proposed project would excavate to approximately 35 feet deep when foundation piles are installed within the indoor pool and indoor gymnasium footprints. However, construction activity that has the potential to encounter groundwater would be required to comply with the recommendations set forth in the *Geotechnical Engineering Report*, such as proper disposal of displaced groundwater and dewatering during construction of the pool. Implementation of Mitigation Measures GEO-1 and GEO-2 would reduce impacts related to groundwater during construction to less than significant.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Reference: *L.A. CEQA Thresholds Guide (Sections G.1 and G2)*

Comment: A significant impact would occur if the proposed project resulted in a substantial alteration of drainage patterns that resulted in a substantial increase in erosion or siltation during construction or operation of the project.

Following construction, the new sports complex would generally occupy the same footprint as existing conditions. Several of the larger facilities within the park are to remain, such as the Jackie Robinson Stadium and Dodger Dreamfield as well as the soccer field, basketball courts, and tennis courts. As such, the proposed project would not substantially alter the existing drainage pattern of the project site or surrounding area. As previously discussed, the proposed project would implement BMPs that would minimize short-term construction impacts of erosion. Therefore, the proposed project would not result in substantial erosion from altered drainage patterns and the impact would be less than significant.

Additionally, construction of the proposed project would result in demolition and ground surface disruption activities, such as site grading and excavation that would leave the site as stabilized pervious surface. However, soil exposure would be temporary and short-term in nature and applicable Department of Building and Safety erosion control techniques would limit potential erosion. In addition, the proposed project includes the installation of stormwater and drainage infrastructure throughout the park, which may alter the existing drainage pattern of the project site. However, the proposed stormwater and drainage

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infrastructure would improve the drainage pattern of runoff and stormwater from the project site to the existing municipal storm infrastructure in the project area. Therefore construction and operation of the proposed project would not result in substantial erosion or siltation off-site. Impacts would be less than significant.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?

Reference: *L.A. CEQA Thresholds Guide (Section G.1)*

Comment: A significant impact would occur if the proposed project resulted in increased runoff volumes during construction or operation of the proposed project that would result in flooding conditions affecting the project site or nearby properties.

As discussed in Section 9 (a), following construction, the new sports complex would generally occupy the same footprint as existing conditions. Additionally, the proposed project would not result in a substantial increase of impervious surfaces at the project site as facilities within the park are to be demolished and constructed elsewhere on the site. The proposed project also includes the installation of stormwater and drainage infrastructure throughout the park and the installation of permeable pavers and vegetation swales. Therefore, implementation of the proposed project would not substantially alter and would serve to improve the existing drainage pattern such that flooding would not occur. The impact would be less than significant.

- e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Reference: *L.A. CEQA Thresholds Guide (Section G.2)*

Comment: A significant impact would occur if the volume of runoff increased to a level, which exceeded the capacity of the storm drain system serving a project site. A significant impact would also occur if the proposed project substantially increased the probability that polluted runoff would reach the storm drain system.

As discussed in Section 9 (a), following construction, the new sports complex would generally occupy the same footprint as existing conditions. In addition, the proposed project would not result in a substantial increase of impervious surfaces at the project site as facilities within the park are to be demolished and

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constructed elsewhere on the site. The majority of the proposed off-street parking would occur in areas that are currently paved with impervious surfaces. Additionally, the proposed project involves the installation of permeable pavers and vegetation swales, which currently do not exist on-site. Furthermore, the proposed project includes stormwater and drainage infrastructure that would serve to improve the drainage pattern of the project site. Therefore, the proposed project would not contribute runoff water exceeding the capacity of stormwater drainage systems. As discussed, BMPs would be implemented to control runoff from the project site during the construction phase. The impact would be less than significant.

- f) Otherwise substantially degrade water quality?

Reference: Refer to Section 9 (a) above.

Comment: Other than the construction sources of pollutants described previously (i.e., fuels from construction equipment, etc.), the proposed project would not include other potential sources of contaminants that could degrade water quality. Additionally, as discussed in Section II Subsection G, BMPs would be implemented to control runoff from the project site during construction to prevent the degradation of water quality. Therefore, impacts to water quality would be less than significant.

- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

Reference: *L.A. CEQA Thresholds Guide (Sections G.1 to G.3); City of Los Angeles General Plan Safety Element; FEMA Flood Insurance Rate Map Number 06037C1615F*

Comment: A significant impact would occur if the proposed project placed housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

No 100-year flood zones coincide with the project site. However, according to Flood Insurance Rate Map Number 06037C1615F, the entire project site is located within an area designated as Zone X, which is categorized as an area that is within a 500-year flood zone. Notwithstanding, the proposed project does

not include a residential component. Therefore, the proposed project would not place housing within a 100-year flood zone, and no impact would occur.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Reference: *L.A. CEQA Thresholds Guide (Sections G.1 & G.3)*; FEMA Flood Insurance Rate Map Number 06037C1615F

Comment: A significant impact would occur if the proposed project placed within a 100-year flood hazard area structures that would impede or redirect flood flows.

As noted in Section 9 (g) above, the project site is located within a 500-year flood hazard area. The proposed project includes the installation of stormwater and drainage infrastructure throughout the park, which would serve to improve the drainage pattern of runoff and stormwater from the project site to the existing municipal stormwater infrastructure in the project area. The impact would be less than significant.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Reference: *L.A. CEQA Thresholds Guide (Sections E.1 & G.3)*; *City of Los Angeles General Plan Safety Element*

Comment: A significant impact would occur if the proposed project were located in an area where a dam or levee could fail, exposing people or structures to significant risk of loss, injury or death.

According to the *City of Los Angeles General Plan Safety Element*, the project site is located within the potential inundation area of the Hollywood Reservoir and the Silver Lake Reservoir. The inundation area is based on an assumed catastrophic failure of dams during peak storage capacity. The inundation boundary shown on the map encompasses all probable routes that a flood might follow after exiting a dam; thus, the map shows a very large and conservative inundation area. However, all dams are continually monitored by various governmental agencies (such as the State of California Division of Safety of Dams and the U.S. Army Corps of Engineers) to guard against the threat of dam failure. Catastrophic failure of a major dam as a result of an earthquake is regarded as unlikely. Current design and construction practices and ongoing review, modification, and dam reconstruction programs are intended to ensure that all dams are capable of withstanding the maximum magnitude earthquake for the site. Therefore, the potential for the project site to be inundated as a result of a dam failure, and potential exposure of people and structures to flooding due to dam failure, is low. Impacts would be less than significant.

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

Additionally, construction and operation of any below or above ground elements would be in accordance with building and seismic code requirements. No new structures would be constructed on the site that would be vulnerable to flooding or inundation in the event of a dam break and would not impede or redirect flood flows in the project area. No housing would be constructed on the site that would expose people to flooding. In the event of an emergency, the City has adopted emergency evacuation procedures that would be implemented in the case of a dam break. Therefore, the proposed project would not result in exposure of people or structures to significant risk of loss, injury or death related to flooding or dam inundation. Therefore, the potential impact of the proposed project from being within an inundation area of a dam or levee is less than significant.

- j) Inundation by seiche, tsunami, or mudflow?

Reference: *L.A. CEQA Thresholds Guide (Section E.1); City of Los Angeles General Plan Safety Element; Department of Conservation Tsunami Inundation Maps*

Comment: A significant impact would occur if the proposed project caused or accelerated geologic hazards, which would result in substantial damage to structures or infrastructure, or expose people to substantial risk of injury.

Seiches are large waves generated in enclosed bodies of water in response to ground shaking. The project site is not located near an enclosed large body of water that could experience seiches during an earthquake. Thus, no impact would occur.

Tsunamis are tidal waves generated in large bodies of water caused by fault displacement or major ground movement. Hazardous tsunamis, which are rare along the Los Angeles coastline, have the potential to cause flooding in the low-lying coastal area. The project site is located approximately 7.2 miles from the Pacific Ocean and is not located within a tsunami hazard area. Therefore, no impact would occur.

As discussed in Section 6 (a)(iv), the project site is not located within a City-designated hillside area and would not be subject to a landslide. Therefore, no impact associated with inundation from mudflow would occur.

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

**10. LAND USE AND PLANNING** – Would the project:

- a) Physically divide an established community?

Reference: *L.A. CEQA Thresholds Guide (Section H.2); City of Los Angeles General Plan; West Adams-Baldwin Hills-Leimert Community Plan*

Comment: A significant impact would occur if the project included features such as a highway, above-ground infrastructure, or an easement that would cause a permanent disruption to an established community or would otherwise create a physical barrier within an established community.

The proposed project is located entirely within the existing Rancho Cienega Sports Complex in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. Neither construction nor operation of the proposed project would include features such as a highway, above-ground infrastructure, or an easement that would cause a permanent disruption to an established community or would otherwise create a physical barrier within an established community. Therefore, the proposed project would not physically divide an established community, and no impact would occur.

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Reference: *L.A. CEQA Thresholds Guide (Sections H.1 & H.2); City of Los Angeles General Plan; ZIMAS; West Adams-Baldwin Hills-Leimert Community Plan*

Comment: A significant impact would occur if the proposed project were inconsistent with the General Plan, or other applicable plan, or with the site's zoning if designated to avoid or mitigate a significant potential environmental impact.

The project site is located entirely within the City of Los Angeles in the West Adams-Baldwin Hills-Leimert Community Plan Area. The *West Adams-Baldwin Hills-Leimert Community Plan* is one of 35 community plans that comprise the land use element of the *City of Los Angeles General Plan*. The community plan establishes the goals, objectives, policies, and programs applicable to the West Adams-Baldwin Hills-Leimert Community Plan Area.

The City's current zoning designation for the project site is OS-1XL (Open Space). The site is designated as Open Space by the General Plan. No new land

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

uses would be introduced at the project site and the facilities would continue to be operated by RAP. Therefore, the proposed project would not conflict with the existing zoning or General Plan designations for the project site. No impact would occur.

The proposed project is also consistent with the goals and policies set forth in the City’s community plan. The *West Adams-Baldwin Hills-Leimert Community Plan* advocates the development of parks in the community. Policy 1-1.1 encourages the preservation of existing recreation facilities and park space. The plan also supports accommodation of active parkland (Policy 2-1.2). As such, the proposed project would be consistent with land use plans and policies contained in the *West Adams-Baldwin Hills-Leimert Community Plan*. Accordingly, no impacts to applicable land use plans would occur.

- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Reference: *L.A. CEQA Thresholds Guide (Sections H.1 & H.2); City of Los Angeles General Plan*

Comment: A significant impact would occur if the proposed project were located within an area governed by a habitat conservation plan or natural community conservation plan and conflicted with such plan.

As previously discussed in Section 4 (d), the project site is not located in a habitat conservation plan or a natural community conservation plan. As such, the proposed project would not conflict with the provisions of an approved conservation plan, and no impact would occur.

**11. MINERAL RESOURCES – Would the project:**

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Reference: *L.A. CEQA Thresholds Guide (Section E4); City of Los Angeles General Plan; California Geological Survey Aggregate Sustainability in California, 2012; California Department of Conservation Division of Oil, Gas, & Geothermal Resources Well Finder.*

Comment: A significant impact would occur if the proposed project were located in an area used or available for extraction of a regionally important mineral resource, if the project converted a regionally important mineral extraction use to another use, or if the project affected access to such use.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
<p>No mineral resources are identified within the project site. The nearest oil well is located 0.6-mile west of the project site and is identified as plugged and no longer active. Therefore, the proposed project is not anticipated to result in the loss of availability of a valuable known mineral resource and no impact is anticipated.</p>				
<p>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</p> <p>Reference: Refer to Section 11 (a) above.</p> <p>Comment: Refer to Section 11 (a) above.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**12. NOISE** – Would the project result in:

<p>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p> <p>Reference: <i>City of Los Angeles Municipal Code (Chapter IV, Article 1, Section 41.40; Section 112.05 of Chapter IX, Article 2); L.A. CEQA Thresholds Guide (Section I); Noise and Vibration Impact Study, Terry A. Hayes Associates, 2015 (Appendix E)</i></p> <p>Comment: A significant impact would occur if the proposed project exposed persons to or generated noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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The City of Los Angeles has established policies and regulations concerning the generation and control of noise that could adversely affect its citizens and noise-sensitive land uses. *Section 41.40 (Noise Due to Construction, Excavation Work – When Prohibited)* of the LAMC indicates that no construction or repair work shall be performed between the hours of 9:00 p.m. and 7:00 a.m., since such activities would generate loud noises and disturb persons occupying sleeping quarters in any adjacent dwelling, hotel, apartment or other place of residence. No person, other than an individual homeowner engaged in the repair or construction of his/her single-family dwelling, shall perform any construction or repair work of any kind or perform such work within 500 feet of land so occupied before 8:00 a.m. or after 6:00 p.m. on any Saturday or on a federal holiday, or at any time on any Sunday. Under certain conditions, the City may grant a waiver to allow limited construction activities to occur outside of the limits described above.

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*Section 112.05 (Maximum Noise Level of Powered Equipment or Powered Hand Tools)* of the LAMC also specifies the maximum noise level for powered equipment and powered hand tools. Any powered equipment or hand tool that produces a maximum noise level exceeding 75 A-weighted decibels (dBA) at a distance of 50 feet is prohibited. However, this noise limitation does not apply where compliance is technically infeasible. Technically infeasible means the above noise limitation cannot be met despite the use of mufflers, shields, sound barriers and/or any other noise reduction device or techniques during the operation of equipment.

**Existing Noise Levels**

Sensitive receptors are locations where people reside or where the presence of unwanted sound could adversely affect the use of the land. They typically include residences, schools, hospitals, guest lodging, libraries, and some passive recreation areas. The project site is located in an urban environment and many sensitive receptors are located near the construction zone. Sensitive receptors within the vicinity of the proposed project site include Dorsey High School adjacent and to the east, residences directly to the south across Rodeo Road, and residences to the west across La Brea Avenue. The project site also includes a childcare facility, which is open from 3:00 p.m. to the evening.

To characterize the existing noise environment around the project site, ambient noise was monitored using a SoundPro DL Sound Level Meter on October 1, 2015, between 11:00 a.m. and 12:30 p.m. The detailed locations are shown in Appendix E. Measurements were taken for 15-minute periods at each site. As shown in Table 6, the existing ambient sound levels range between 57.4 and 72.0 dBA  $L_{eq}$ . Traffic was the primary source of noise at each site. Possible sources of vibration at the project site include the Metro Expo Line and truck traffic. Based on field visits, neither source generates perceptible vibration on the project site.

**Construction Noise**

Construction activity is anticipated to begin in December 2016 and take approximately 27 months to complete, concluding in March 2019. It is estimated that approximately 42 construction personnel would be on-site per day during Phase 1 and approximately 29 during Phase 2. LAMC allows construction activity to occur Monday through Friday between the hours of 7:00 a.m. and 9:00 p.m., although daily construction would not likely occur after 6:00 p.m. Construction would occur between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays and

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federal holidays. There would be no construction activities on Sundays, and no construction would occur during prohibited hours.

**Table 6**  
**Existing Noise Levels**

Noise Monitoring Location	Sound Level (dBA, L <sub>eq</sub> )
Residences at 3515 South La Brea Avenue	72.0
Rancho Cienega Sports Complex Childcare Center	57.4
Dorsey High School	66.8

Source: Terry A. Hayes Associates 2015

**Equipment:** Typical noise levels from various types of equipment that may be used during construction are listed in Table 7. The table shows noise levels at distances of 50 feet from the construction noise source. Construction activities typically require the use of numerous pieces of noise-generating equipment. The noise levels shown in Table 8 take into account that multiple pieces of construction equipment would be operating simultaneously. When considered as an entire process with multiple pieces of equipment, project-related activity (i.e., ground clearing and site preparation) would generate noise levels between 84 and 89 dBA Leq at 50 feet.

**Table 7**  
**Construction Equipment Noise Level Ranges**

Construction Equipment	Noise Level at 50 feet (dBA, L <sub>eq</sub> )
Backhoe (Skid Loader/Skip Loader)	73.6
Compactor	76.2
Concrete Mixer Truck	74.8
Concrete Pump Truck	74.4
Crane	72.6
Dump Truck	72.5
Excavator	76.7
Pile Driver	94.3
Roller	73.0

Source: FHWA, *Roadway Construction Noise Model*, Version 1.1, 2008.

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**Table 8  
Typical Outdoor Construction Noise Levels**

Construction Method	Noise Level at 50 feet (dBA, Leq)
Ground Clearing	84
Site Preparation	89
Foundations	78
Structural	85
Finishing	89

Source: USEPA, *Noise from Construction Equipment and Operations, Building Equipment and Home Appliances*, PB 206717, 1971.

A pile driver would be used for the installation of piles for the foundation of the building. Piles would be installed within the building footprint to an approximate depth of 35 feet. Pile driving would generate the highest noise levels of any construction equipment with a noise level of 94.3 dBA at 50 feet. Pile driving activity would be limited to the initial stages of Phase 1.

The impact analysis is based on the construction limits in the LAMC. Construction activity would comply with the allowable hours of construction in the LAMC, including 7:00 a.m. to 9:00 p.m. Monday through Friday, 8:00 a.m. to 6:00 p.m. on Saturday, and no construction activity on Sundays or federal holidays. The LAMC limits equipment noise levels to 75 dBA at 50 feet unless technically infeasible. Noise levels from individual pieces of equipment would typically range from 72.5 to 94.3 dBA Leq at 50 feet. Unmitigated noise levels would typically exceed the allowable noise level stated in the LAMC. Therefore, without mitigation, the proposed project would result in a significant impact related to construction noise.

Trucks: In addition to on-site demolition/construction activities, noise would be generated off-site by construction-related trucks. A maximum of four daily truck trips would occur during the peak period of demolition/construction. A doubling of traffic volume is typically needed to audibly increase noise levels along a roadway segment. An additional four trucks per day would not double the volume on any roadway segment. It is not anticipated that off-site vehicle activity would audibly change average daily noise levels. Therefore, the impacts related to construction-related off-site noise would be less than significant.

Mitigation Measures NOI-1 through NOI-9 are required as follows:

**Mitigation Measure NOI-1:** Construction equipment shall be properly maintained and equipped with mufflers.

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**Mitigation Measure NOI-2:** The pile driver points of impact shall be equipped with a sound apron made of sound absorptive material or dampeners. As discussed in the *Federal Highway Administration Construction Noise Handbook*, sound aprons consist of sound absorptive mats hung from construction equipment or on frames attached to equipment.

**Mitigation Measure NOI-3:** Construction equipment shall have rubber tires instead of tracks.

**Mitigation Measure NOI-4:** Equipment shall be turned off when not in use for an excess of five minutes, except for equipment that requires idling to maintain performance.

**Mitigation Measure NOI-5:** A public liaison shall be appointed for project construction and shall be responsible for addressing public concerns about construction activities, including excessive noise. As needed, the liaison shall determine the cause of the concern (e.g., starting too early, bad muffler) and implement measures to address the concern.

**Mitigation Measure NOI-6:** The construction manager shall coordinate with the site administrator for Dorsey High School to schedule construction activity such that student exposure to noise is minimized.

**Mitigation Measure NOI-7:** Pile driving activity shall be limited to between 9:00 a.m. and 3:00 p.m.

**Mitigation Measure NOI-8:** The public shall be notified in advance of the location and dates of construction hours and activities.

**Mitigation Measure NOI-9:** As mandated in the *Los Angeles Municipal Code Section 41.40*, construction activities shall be prohibited between the hours of 9:00 p.m. and 7:00 a.m. when located within 500 feet of occupied sleeping quarters or other land uses sensitive to increased nighttime noise levels.

Additional mitigation measures were considered to reduce noise levels but were determined to be infeasible. These include:

- Electric Equipment - Electric equipment would generate less noise than diesel equipment but is not widely available and the horsepower associated with electric equipment would not meet project requirements.

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- Relocation - Removing the affected land uses from the construction zone would eliminate the impact. This measure would not be feasible due to the associated cost of relocation.
- Window Retrofits - Retrofitting windows at affected land uses would reduce noise exposure. This measure would not be feasible due to the number of affected land uses and associated cost of retrofitting considering the temporary nature of the noise from construction.

Mitigation Measures NOI-1 through NOI-9 are feasible measures to control noise levels, including engine mufflers. With implementation of these feasible mitigation measures, and based on compliance with the LAMC, construction equipment noise would be mitigated to the greatest extent feasible. Therefore, the proposed project would result in a less than significant impact related to construction noise.

***Operational Noise***

Typical sources of noise for new projects include increased traffic, mechanical equipment, and parking lots. The proposed project would not generate new traffic and there would be no increase in local traffic noise. In addition, activity associated with the proposed land uses would be inside the buildings, and would not include significant sources of stationary noise.

Additional parking areas would be constructed under the proposed project. New off-street parking would be located on the northwest portion of the project site along Exposition Boulevard. Automobile movements would generate a noise level of approximately 58.1 dBA Leq at a distance of 50 feet. The nearest land use would be residences located approximately 600 feet to the west along La Brea Avenue. The existing noise level is approximately 72.0 dBA Leq and the parking noise exposure would be 36.5 dBA Leq. The increase in noise from this parking lot would be less than 1 dBA and would not be audible at any sensitive receptor.

The primary parking lot along Rodeo Road would be refurbished as part of the proposed project and would continue to serve as the primary parking area for the sports complex. Vehicles could also enter the new off-street parking area located to the east of Jackie Robinson Stadium. The nearest land use would be residences located approximately 100 feet to the south across Rodeo Road. The existing noise level is approximately 66.8 dBA Leq and the parking noise exposure would be 52.0 dBA Leq. The increase in noise from these parking areas would be less than 1 dBA and would not be audible at any sensitive

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Potentially Significant Impact  
 Less Than Significant With Mitigation  
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receptor. Therefore, the proposed project would result in a less than significant impact related to parking noise.

- b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Reference: *L.A. CEQA Thresholds Guide (Section I); City of Los Angeles General Plan, City of Los Angeles Municipal Code; Noise and Vibration Impact Study, Terry A. Hayes Associates, 2015 (Appendix E)*

Comment: A significant impact would occur if the project exposed persons to or generated excessive groundborne vibration or groundborne noise levels.

Vibration levels rarely affect human health, although high levels of vibration may damage buildings. The peak particle velocity is most frequently used to describe vibration impacts to buildings and is measured in inches per second.

Heavy trucks can generate ground-borne vibrations that vary depending on vehicle type, weight, and pavement conditions. As heavy trucks typically operate on major streets, existing ground-borne vibration in the project vicinity is largely related to heavy truck traffic on the surrounding roadway network. Based on field visits, vibration levels from adjacent roadways are not perceptible along the proposed project.

**Construction**

Construction activity can generate varying degrees of vibration, depending on the procedure and equipment. Operation of construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance from the source. The effect on buildings located in the vicinity of a construction site often varies depending on soil type, ground strata, and construction characteristics of the receiver building(s). The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, and to slight damage at the highest levels. In most cases, the primary concern regarding construction vibration relates to damage.

On-Site Equipment: The Federal Transit Administration provides vibration levels for various types of construction equipment with an average source level reported in terms of velocity. Table 9 provides estimates of vibration levels for a wide range of soil conditions. The reference levels were used to estimate vibration levels at the sensitive receptors most likely to be impacted by equipment at each location of construction activity. Vibration levels are shown in

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Table 10 and discussed in detail for each construction phase.

**Table 9**  
**Vibration Velocities for Construction Equipment**

Equipment	PPV at 25 feet (Inches/Second)	Approximate $L_v$ at 25 feet <sup>a</sup>
Large Bulldozer (excavator)	0.089	87
Loaded Trucks	0.076	86
Pile Driver (Impact)	0.644	104
Small Bulldozer	0.003	58

<sup>a</sup> RMS velocity in decibels (VdB) related to 1 micro-inch/second.

Source: TAHA 2015

The maximum vibration levels would be generated during pile driving activity. Vibration levels would be approximately 0.644 inches per second and 104 VdB at 25 feet. The nearest off-site sensitive land use would be approximately 300 feet to the south across Rodeo Road. Pile driving vibration levels would be 0.0155 inches per second and 72 VdB. These levels would be below the significance thresholds of 0.3 inches per second and 75 VdB. In addition, as shown in Table 10, vibration levels would not exceed the significance thresholds at any other off-site sensitive land use, including Dorsey High School.

The project site includes a childcare facility that would be adjacent to construction activity. Vibration levels would exceed the annoyance and building damage thresholds during pile driving activity and the use of heavy-equipment during the construction of the gymnasium and multi-use facility. These vibration levels may be detrimental to the health of the children. Therefore, without mitigation, the proposed project would result in a significant impact related to construction vibration. However, the childcare facility would only operate during afterschool hours (after 3:00pm). Implementation of Mitigation Measure NOI-7 would ensure that pile-driving activities would not occur during the normal business hours of the childcare facility, thereby reducing impacts related to construction vibration to less than significant.

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**Table 10**  
**Estimated Vibration Levels**

Sensitive Receptor	Distance from Pile Driving Activity (Feet)	Vibration Level Phase 1 (Inches Per Second)		Vibration Level Phase 2 (Inches Per Second)	
		Inches/Second <sup>a</sup>	VdB	Inches/Second <sup>a</sup>	VdB
Multi-Family Residences to the South	300	0.0155	72 <sup>b</sup>	0.0021	55 <sup>b</sup>
Multi-Family Residences to the Southwest	450	0.0084	66 <sup>b</sup>	0.0012	49 <sup>b</sup>
Dorsey High School Track	500	0.0072	65 <sup>c</sup>	0.0010	48 <sup>c</sup>
Dorsey High School Nearest Classroom	800	0.0036	59 <sup>c</sup>	0.0005	42 <sup>c</sup>

<sup>a</sup> Engineered concrete and masonry (no plaster) building damage impact criterion is 0.3 inches per second.

<sup>b</sup> The applicable annoyance impact criterion for residences experiencing frequent events (i.e., over 70 vibration events from the same source per day) is 75 VdB.

<sup>c</sup> The applicable annoyance impact criterion for institutional land uses experiencing frequent events (i.e., over 70 vibration events from the same source per day) is 78 VdB.

Source: TAHA, 2015.

**Off-Site Trucks:** In addition to on-site construction activities, construction trucks on the roadway network have the potential to expose vibration-sensitive land uses located near the proposed project access route. As shown in Table 9, loaded trucks generate vibration levels of 0.076 inches per second at a distance of 25 feet. Rubber-tired vehicles, including trucks, do not generate significant roadway vibrations that can cause building damage. It is possible that trucks would generate perceptible vibration at sensitive receptors adjacent to the roadway. However, these would be transient and instantaneous events typical to the roadway network. This level of activity is not considered substantial enough to generate a vibration annoyance. Therefore, construction truck activity would result in a less than significant impact related to vibration.

### Operation

The primary sources of proposed project operational-related vibration would

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Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

include vehicles traveling to the project site for events and recreational activities. Vehicular movements would generate similar vibration levels as existing traffic conditions. The proposed project would not introduce any significant stationary sources of vibration, including mechanical equipment that would be perceptible at sensitive receptors. Therefore, operational activity would result in a less than significant impact related to vibration.

- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Reference: *L.A. CEQA Thresholds Guide (Section I.2); Noise and Vibration Impact Study*, Terry A. Hayes Associates, 2015 (Appendix E)

Comment: A significant impact would occur if the project substantially and permanently increased the ambient noise levels in the project vicinity above levels existing without the proposed project.

As discussed in Section 12(a) above, the proposed project would not generate new traffic or include a significant source of mechanical equipment noise. In addition, new surface parking areas would not audibly increase noise levels at any sensitive receptor. Therefore, the proposed project would not result in a substantial permanent increase in ambient noise levels. The impact would be less than significant.

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Reference: *City of Los Angeles Municipal Code; Noise and Vibration Impact Study*, Terry A. Hayes Associates, 2015 (Appendix E)

Comment: A significant impact would occur if the proposed project created a substantial temporary increase in the ambient noise levels that would conflict with the noise conditions allowed in the City’s Noise Ordinance.

As discussed in Section 12(a) above, sensitive receptors around the construction zone would experience increased noise levels associated with construction. Construction noise impacts would be temporary in nature; however, equipment noise levels would exceed the 5 dBA significance threshold at the multi-family residence to the south and southwest. Therefore, without mitigation, the proposed project would result in a significant temporary and periodic increase in ambient noise related to construction activity. With implementation of Mitigation Measures NOI-1 through NOI-9, construction noise impacts would be less than

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Issues	Potentially Significant Impact	Less Than Significant	With Mitigation Less Than Significant	No Impact
significant.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Reference: *Noise and Vibration Impact Study*, Terry A. Hayes Associates, 2015 (Appendix E)

Comment: A significant impact would occur if the proposed project exposed people residing or working in the project area to excessive noise levels due to the project site being located within an airport land use plan or within two miles of a public airport where such a plan has not been adopted.

The project site is not located within an airport land use plan. The project site is located approximately 5.3 miles east of the Santa Monica Municipal Airport and 5.6 miles northeast of the Los Angeles International Airport. Due to the distance from the nearest airport, the proposed project would not expose people working or residing in the project area to excessive noise. Therefore, no impact would occur.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Reference: *Noise and Vibration Impact Study*, Terry A. Hayes Associates, 2015 (Appendix E)

Comment: A significant impact would occur if the proposed project exposed people residing or working in the project area to excessive noise levels due to the vicinity to a private airstrip.

The project site is not located near a private airstrip. Therefore, no noise impacts to people working or residing in the project area would occur.

**13. POPULATION AND HOUSING** – Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

Reference: *L.A. CEQA Thresholds Guide (Section J.1); General Plan, including the West Adams-Baldwin Hills-Leimert Community Plan*

Comment: A significant impact would occur if the proposed project induced substantial population and housing growth through new development in undeveloped areas or by introducing unplanned infrastructure that was not previously evaluated in the adopted community plan or general plan.

The proposed project would provide an updated sports complex for the community of West Adams, Baldwin Hills, Leimert, and other surrounding communities. The proposed project is not intended to induce development, but instead would provide modernized and improved facilities to accommodate the existing users of the sports complex by updating the aging facilities and infrastructure and constructing a regulation-sized pool for competitions. In addition, the need for a new fitness annex and multipurpose room is necessary as the existing childcare facility currently accommodates those functions. The proposed project would not directly induce substantial population growth because it does not include a residential or commercial element. No new employees would be hired to maintain and operate the sports complex. Therefore, the proposed project would not generate any population growth, and the impact would be less than significant.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

Reference: *L.A. CEQA Thresholds Guide (Sections J.1 and J.2)*

Comment: A significant impact would occur if the proposed project displaced substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

The project site does not contain any housing or residential uses. As such, no housing would be displaced or changed as a result of the proposed project. No impact to housing would occur.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Reference: Refer to Section 13 (b) above.

Comment: Refer to Section 13 (b) above.

PUBLIC WORKS – BUREAU OF ENGINEERING

Issues

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

14. PUBLIC SERVICES –

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire protection?

Reference: *L.A. CEQA Thresholds Guide (Section K.2); City of Los Angeles General Plan Safety Element; Los Angeles Fire Department*

Comment: A significant impact would occur if the project required the addition of a new fire station or the expansion, consolidation or relocation of an existing facility to maintain service.

The project site and surrounding area is currently served by Los Angeles Fire Department Station 94, located at 4470 Coliseum Street, Los Angeles (approximately 0.4-mile from project site) and Fire Station 68, located at 5023 Washington Boulevard (approximately 1.2 miles from the project site). In 2015, Station 94 had a response time of 1 minute 12 seconds for non-emergency service (EMS) calls and 1 minute 9 seconds for EMS calls and Station 68 had a response time of 1 minute 9 seconds for non-EMS calls and 1 minute 8 seconds for EMS calls. The average travel time for Station 94 was 3 minutes 58 seconds for non-EMS and 4 minutes eight seconds for EMS. Travel time for Station 68 was 4 minutes 30 seconds for non-EMS and 4 minutes 18 seconds for EMS. In addition, Station 94 contains the following resources: an assessment engine, brush patrol engine, a light force engine, a paramedic rescue ambulance, and a basic life support rescue ambulance. Station 68 contains a fire engine and a paramedic rescue ambulance. Both fire stations would provide adequate fire service coverage.

The proposed project does not include new housing or non-residential development that would substantially increase the residential or employee populations in the area; thus, the demand for emergency services would not substantially increase. The proposed project is intended to provide modernized and improved facilities to accommodate the existing users of the sports complex. As such, the proposed project would not increase fire hazards or substantially increase the demand for fire protection services. As a part of the design process, the proposed project would be reviewed by the Los Angeles Fire Department for compliance with fire, life, and safety standards. No impact to fire protection services would occur.

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<b>Issues</b>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Reference: *L.A. CEQA Thresholds Guide (Section K.1)*; Los Angeles Police Department

Comment: A significant impact would occur if the proposed project resulted in an increase in demand for police services that would exceed the capacity of the police department responsible for serving the site.

The proposed project area is served by the City of Los Angeles Police Department (LAPD), Southwest Division. The nearest station, the Southwest Community Police Station, is located at 1546 West Martin Luther King Jr. Boulevard in Los Angeles, approximately 2.7 miles southeast of the project site. The Southwest Community Police Station has 352 sworn personnel that serve a community of over 165,000 people. A LAPD substation is located at 3560 West Martin Luther King Jr. Boulevard, approximately 1.2 miles southeast of the project site. A substation is an off-site facility where non-emergency crimes can be reported. Additionally, LAPD has patrol areas within the project area, with the project site located within LAPD patrol area 3A31.

As previously stated in Section 14 (a)(i), the proposed project would not directly result in an increase in residential populations or a substantial increase in employee populations. The new sports complex is intended to accommodate existing users of the sports complex and is not expected to generate additional calls for police protection service, as the project site currently operates as a sports complex. As such, implementation and operation of the proposed project would not increase the need for additional police protection services or adversely affect service ratios or response times. No impact to police protection services would occur.

iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Reference: *L.A. CEQA Thresholds Guide (Section K.3)*

Comment: A significant impact would occur if the proposed project included substantial employment or population growth that would generate demand for school facilities that exceeded the capacity of the school district responsible for serving the project site.

The proposed project would not provide new housing or additional employment opportunities. The existing sports complex currently employs approximately 50 staff and would not generate additional employment opportunities during operation of the sports complex. Therefore, it would not

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

generate new students or increase the demand on local school systems. The nearest schools, Dorsey High School and View Park Continuation High School, are located directly east of and adjacent to the project site at 3537 Farmdale Avenue and 4701 Rodeo Road, respectively. The proposed project would not adversely affect any existing or planned school facilities; rather, the proposed project would have a beneficial effect on parks by updating aging facilities and infrastructure. No impact to schools would occur.

iv) Parks?

Reference: *L.A. CEQA Thresholds Guide (Section K.4)*

Comment: A significant impact would occur if the recreation and park services available could not accommodate the population increase resulting from the implementation of the proposed project and new or physically altered facilities were needed.

The project site is currently developed as a sports complex. As previously discussed, the construction of the proposed project would not induce growth, either directly or indirectly, and therefore, would not increase the demand for recreation in the area. In addition, the proposed project would replace existing recreational facilities at the complex with modernized and improved facilities. Therefore, no impacts to parks would occur.

v) Other public facilities?

Reference: None applicable

Comment: A significant impact would occur if the project resulted in the need for new or altered public facilities, such as libraries, due to population or housing growth.

Construction and operation of the proposed project would not induce growth, either directly or indirectly, and, therefore, would not increase the demand for or use of libraries or other public facilities in the area. Therefore, no impact to other public facilities would occur.

PUBLIC WORKS – BUREAU OF ENGINEERING

Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
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**15. RECREATION –**

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Reference: *L.A. CEQA Thresholds Guide (Section K.4)*

Comment: A significant impact would occur if the proposed project included substantial employment or population growth that generated demand for public park facilities that would exceed the capacity of existing parks or that substantially affected the level or service of existing park facilities.

The proposed project would replace existing recreational facilities at the Rancho Cienega Sports Complex with modernized and improved facilities. The need for a new sports complex is prompted by several operational needs such as aging facilities and infrastructure, as well as the need to provide a regulation-sized pool that meets competition standards. Additionally, the proposed project would not induce growth, either directly or indirectly, and, therefore, would not increase the demand for parks or other recreational facilities in the area. No impact would occur.

- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

Reference: *LA CEQA Thresholds Guide*

Comment: A significant impact would occur if the proposed project required the construction or expansion of recreational facilities that would have an adverse physical effect on the environment.

The proposed project would construct new facilities at the Rancho Cienega Sports Complex. As previously discussed, the need for a new sports complex is prompted by operational needs such as aging facilities and infrastructure, as well as the need to provide a regulation-sized pool that meets competition standards. The proposed project would also construct a fitness annex and multipurpose room, which are functions currently accommodated within the childcare facility. Therefore, the proposed project would increase and improve the recreational services available within the local community. As such, impacts would be less than significant.

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

**16. TRANSPORTATION/TRAFFIC** – Would the project:

- a) Exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Reference: *L.A. CEQA Thresholds Guide (Section L), Traffic Study*, KOA Corporation, October 2015 (Appendix F)

Comment: A project would have a significant traffic impact if the traffic volume to roadway capacity ratio was increased, as shown in Table 11.

**Table 11  
Los Angeles Department of Transportation Significance Thresholds  
for Increases in Peak-Hour V/C Ratios**

Level of Service	Final Volume/Capacity Ratio (V/C)	Project Related V/C Increase
C	0.701 – 0.800	Equal to or greater than 0.080
D	0.801 – 0.900	Equal to or greater than 0.040
E and F	> 0.900	Equal to or greater than 0.020

Note: Final V/C is the V/C ratio at an intersection, considering impacts from the project, ambient, and related project growth and without proposed traffic impact mitigations.

This section evaluates the existing and future (cumulative) traffic conditions on surrounding roadway intersections associated with the implementation of the proposed project. The traffic study is included as Appendix F of this document. The focus of the traffic study is on the construction period of the proposed project. Since the proposed project is intended to provide modernized and improved facilities to accommodate the existing users of the sports complex, the post-construction operations period will not generate significant levels of additional daily traffic.

**Construction**

For the traffic impact analysis, seven locations were defined as study intersections. Existing intersection traffic volumes were collected on Thursday, October 1, 2015. Counts for the intersection of Crenshaw Boulevard & Rodeo Road were not collected during October 2015 due to all-day road closures for construction activities related to the Crenshaw and Expo Light-Rail Line projects.

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**Issues**

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December 2014 counts for that intersection were factored up by one percent to reflect ambient growth. The following are the seven signalized study intersections:

1. La Brea Avenue and I-10 WB Off-Ramp
2. La Brea Avenue and I-10 EB Off-Ramp
3. La Brea Avenue and Jefferson Boulevard
4. La Brea Avenue and Rodeo Road
5. Martin Luther King Jr Boulevard and Rodeo Road
6. Farmdale Avenue and Rodeo Road
7. Crenshaw Boulevard and Rodeo Road

In addition, peak hour ingress/egress volumes were collected at the existing Exposition Boulevard driveway on the northwest side of the project site. These volumes were acquired in order to estimate level of usage at the secondary/overflow parking lot, and for input into analysis regarding driveway access changes as part of construction.

Based on the traffic data, five of the seven intersections are currently operating at level of service (LOS) A during the AM and PM peak periods. The intersection of La Brea Avenue and Jefferson Boulevard operates at LOS E during the AM and PM peak periods and the intersection of La Brea Avenue and Rodeo Road operates at LOS F during the AM peak period and LOS E during the PM peak period.

The proposed project would be constructed beginning in December 2016 and is expected to last for 27 months, ending in March 2019. Construction would be conducted in two phases. Based on the anticipated construction equipment and workers, the daily total trips during construction were estimated to be 90 employee trips and 20 truck trips. Based on the daily total of 90 employee trips, 23 inbound trips would occur in the AM peak and 23 outbound trips would occur in the PM peak during demolition activities. Based on the daily total of 20 trucks, 4 truck trips (2 trips in and 2 trips out) would occur during both the AM and PM peak hours.

Haul trucks carrying demolition debris from the project site would travel west on Rodeo Road, north on La Brea Boulevard to I-10. Haul trucks carrying construction equipment and materials to the project site would travel from I-10, south on La Brea Boulevard, and east on Rodeo Road to the project site. As dictated in Chapter 5.3 of the *City of Los Angeles General Plan Mobility Element*,

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**Issues**

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a City of Los Angeles Department of Building and Safety permit to approve proposed haul routes would be acquired prior to project construction.

To determine the impacts of peak construction activity on the roadway system, construction-generated traffic was added to existing traffic (year 2015), traffic generated by other projects in the surrounding area, and ambient growth in traffic volumes to determine future (year 2019) plus project conditions. The incremental changes in peak-hour volume-to-capacity (V/C) ratios were then compared to the City of Los Angeles Department of Transportation (LADOT) significance thresholds (shown in Table 11) to determine the traffic impacts. The future traffic conditions without and with peak construction traffic generated by the proposed project at the study intersections are shown in Table 12.

As shown in Table 12, construction of the proposed project is not anticipated to create significant traffic impacts at any of the study intersections. Therefore, traffic impacts during construction would be less than significant.

**Operation**

This analysis assumes that post-construction operations of the proposed project would not result in an increase in trip generation, as there would be no significant net increase in facility capacity. Traffic impacts during operation would be less than significant.

Additionally, as part of the proposed project, a new driveway would be constructed at the southwestern side of the project site, west of the Jackie Robinson Stadium. The proposed driveway would provide only right-in/right-out access from Rodeo Road to new parking facilities located on the west side of the sports complex. In order to prepare this analysis, AM and PM peak hour driveway counts were taken on Thursday, October 1, 2015 at the existing north driveway that provides access to Exposition Boulevard, near the Metro Expo Line right-of-way.

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## Issues

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**Table 12**  
**Future Without and With Project Conditions – Peak Hour of Service (2019)**

Study Intersections	Peak Hour	Future 2019 No Project		Future 2019 With Project		Change in V/C	Significant Impact?
		V/C or Delay (sec)	LOS	V/C or Delay (sec)	LOS		
1 La Brea Avenue & I-10 WB Off-Ramp	AM	0.379	A	0.381	A	0.002	No
	PM	0.548	A	0.549	A	0.001	No
2 La Brea Avenue & I-10 EB Off-Ramp	AM	0.468	A	0.469	A	0.001	No
	PM	0.387	A	0.389	A	0.002	No
3 La Brea Avenue & Jefferson Boulevard	AM	1.050	F	1.050	F	0.000	No
	PM	1.088	F	1.089	F	0.001	No
4 La Brea Avenue & Rodeo Road	AM	1.288	F	1.290	F	0.002	No
	PM	1.137	F	1.139	F	0.002	No
5 Martin Luther King Jr. Boulevard & Rodeo Road	AM	0.493	A	0.496	A	0.003	No
	PM	0.531	A	0.531	A	0.000	No
6 Farmdale Avenue & Rodeo Road	AM	0.485	A	0.491	A	0.006	No
	PM	0.504	A	0.508	A	0.004	No
7 Crenshaw Boulevard & Rodeo Road	AM	0.691	B	0.692	B	0.001	No
	PM	0.770	C	0.773	C	0.003	No

Source: KOA 2015

As a conservative analysis, the volumes from this driveway were analyzed without reduction, to represent a shift of all north parking area vehicle volumes to the new south driveway. It is not expected that the new driveway would operate with the intensity of the volumes analyzed here. The new southern driveway would be one of two driveways providing access to the parking area, the other being the existing north driveway on Exposition Boulevard. The new southern driveway would be limited to right-in/right-out traffic and would be a controlled by bollards during normal operating hours. Special event traffic was not analyzed for this exercise, as such events do not represent typical conditions and the access driveways should provide adequate capacity for day-to-day operations of the park.

The City of Los Angeles does not provide traffic impact analysis methodology for unsignalized intersections. For this analysis of LOS and queuing at the driveway, the *Highway Capacity Manual* (HCM) methodology was used. The HCM method takes into account vehicle volumes, pedestrian and bike movements, user

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**Issues**

Potentially Significant Impact  
 Less Than Significant With Mitigation  
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 No Impact

defined saturation flow rates, and storage bay lengths. The resulting intersection delay (seconds) is then utilized for identification of a level of service value for that particular peak hour period. The output for this method is a delay (in seconds) value and a level of service for the intersection as a whole. Table 13 shows the anticipated vehicle delay and queue at the proposed driveway.

**Table 13  
 West Driveway Traffic Analysis Existing and Future with Project Conditions**

	Existing with Project		Future with Project	
	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
<b>Driveway Delay (sec)/LOS</b>	27/D	32.1/D	17.4/C	22.2/C
<b>Max Driveway queue (vehicles)</b>	0.2	0.3	0.5	0.7

Source: KOA 2015

As Table 13 shows, the driveway delay (right-in/right-out turns) for the existing with project scenario is 27 seconds per vehicle during the AM peak hour and 32 seconds per vehicle during the PM peak hour. The maximum driveway queue is less than one vehicle at 0.3 during the PM peak hour. Under the future with project scenario, the driveway LOS (right-in/right-out turns) is C during both the AM and PM peak hours. The maximum driveway queue is also less than one vehicle s during the PM peak hour.

Although the driveway delay is approximately half a minute during AM and PM peak hour under the existing scenario, it is not anticipated that this would lead to a severe driveway traffic impact as the vehicle volumes and delay would not cause a long vehicle queue on-site. During large events, such as football games at night, the bollards at the new southern driveway would be removed to reduce driveway delays. Furthermore, the new southern driveway would only be used up to 25 times a year for special events and is not expected to cause a frequent traffic problem. With project implementation, an additional ingress/egress access point for the off-street parking areas would be located at the northwestern driveway of the park, which would also improve on-site traffic circulation. Therefore, impacts associated with operation of the proposed driveway would be less than significant.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Reference: *L.A. CEQA Thresholds Guide (Section L); Traffic Study*, KOA Corporation, October 2015 (Appendix F)

Comment: A significant impact would occur if the proposed project conflicted with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

The Congestion Management Program (CMP) was created statewide because of Proposition 111 and has been implemented locally by the Los Angeles County Metropolitan Transportation Authority (LACMTA). The CMP for Los Angeles County requires the analysis of traffic impacts of individual development projects with potentially regional significance. A specific system of arterial roadways and freeways comprises the CMP system. In conformance with CMP Transportation Impact Analysis Guidelines, a traffic impact analysis is conducted at:

- CMP arterial monitoring intersections, including freeway on-ramps or off-ramps, where the proposed project would add 50 or more vehicle trips during either morning or afternoon weekday peak hours.
- CMP mainline freeway-monitoring locations, where the proposed project would add 150 or more trips, in either direction, during either the morning or afternoon weekday peak hours.

The nearest CMP arterial monitoring location to the project site is at La Cienega Boulevard and Jefferson Boulevard, approximately 1.2 miles northwest of the project site. Based on the trip generation and distribution of the proposed project, it is not expected that 50 or more construction project trips would be added to this nearby CMP intersection. Therefore, no impact to the CMP for Los Angeles County would occur.

The nearest CMP mainline freeway-monitoring location to the project site is on the I-10 freeway to the east of La Brea Avenue, approximately 0.8-mile north of the project site. The proposed project would add fewer than 150 new trips per hour, in either direction, to any freeway segments. Therefore, no impact to the CMP for Los Angeles County would occur.

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Reference: *L.A. CEQA Thresholds Guide (Section L)*

Comment: A significant impact would occur if the proposed project resulted in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

The project site is located approximately 5.3 miles east of the Santa Monica Municipal Airport and 5.6 miles northeast of the Los Angeles International Airport. Neither construction nor operation of the proposed project would affect air traffic patterns. Therefore, no impact to air traffic patterns would occur.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Reference: *L.A. CEQA Thresholds Guide (Section L.5); Traffic Study KOA Corporation, October 2015 (Appendix F)*

Comment: A significant impact would occur if the proposed project substantially increased road hazards due to a design feature or incompatible uses.

As previously discussed, construction and operation of the proposed project would not result in significant traffic impacts. The proposed project would be accessed by Rodeo Road and Exposition Boulevard. A new driveway would provide additional access from Rodeo Road to the new parking facilities on the west side of the sports complex and would be limited to right-in/right-out traffic. However, the proposed west driveway would only be in use up to 25 times a year and would be controlled by bollards the remainder of the year. Therefore, the proposed project would not increase hazards to a design feature or have any incompatible uses. No impact would occur.

e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Reference: *L.A. CEQA Thresholds Guide (Section L.5 and L.8); Los Angeles General Plan Safety Element*

Comment: A significant impact would occur if the proposed project resulted in inadequate emergency access.

Rodeo Road and Martin Luther King Jr. Boulevard have been designated as “selected disaster routes” in the *City of Los Angeles General Plan Safety Element*. As part of standard specifications, construction that would disrupt

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

Rodeo Road and/or Martin Luther King Jr. Boulevard would be coordinated with applicable emergency service providers prior to start of construction so that alternative route planning can occur and be implemented if required. In addition, access to emergency vehicles would be maintained at all times during construction. Construction and operation of the proposed project would utilize the current access areas at the project site. Therefore, the proposed project would not affect emergency access or result in inadequate emergency access. No impact would occur.

- f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

Reference: *L.A. CEQA Thresholds Guide (Section L); Traffic Study* KOA Corporation, October 2015 (Appendix F)

Comment: A significant impact would occur if the proposed project conflicted with adopted policies, plans, or programs supporting alternative transportation.

Eight bus lines serve the project area: Metro Lines 212/312, 105, 38, 210, 705, 710, and 740, and the LADOT Crenshaw DASH line. The Metro Expo light rail transit line also serves the project area. Additionally, the nearby signalized intersections of Martin Luther King Jr. Boulevard and Rodeo Road and La Brea Avenue and Rodeo Road, along with an existing mid-block crosswalk located to the east of the project site on Rodeo Road, provide protected pedestrian crossings that allow for safe pedestrian movements.

These crossings would remain accessible during and after construction. Furthermore, the existing sidewalk fronting the project site along Rodeo Road and any bus stops would remain accessible during and after construction in order to ensure safe pedestrian travel and convenient transit access. Overall, the existing sidewalk network and traffic signals at major intersections provide an adequate local pedestrian travel network for the proposed project. As such, no impact to alternative transportation modes or supporting programs would occur.

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<b>Issues</b>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
<b>17. UTILITIES AND SERVICE SYSTEMS – Would the project:</b>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reference: <i>L.A. CEQA Thresholds Guide (Section M.2)</i>				
Comment: A significant impact would occur if the proposed project discharged wastewater, which would exceed the regulatory limits established by the LARWQCB.				
<p>The proposed project would replace and construct new facilities at the Rancho Cienega Sports Complex. Wastewater generated by the proposed project would be collected and transported through existing local, trunk, and mainline sewers. The quality of wastewater from the proposed project is expected to be typical and would not exceed wastewater treatment requirements of the RWQCB. Impacts would be less than significant.</p>				
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reference: <i>L.A. CEQA Thresholds Guide (Sections M.1 and M.2)</i>				
Comment: A significant impact would occur if the proposed project resulted in the need for new construction or expansion of water or wastewater treatment facilities that could result in an adverse environmental effect that could not be mitigated.				
<p>The proposed project would continue to use water and generate wastewater. The proposed project includes the construction and operation of a new indoor pool and bathhouse, a new indoor gymnasium, and new restroom facilities, all of which would require water supply and generate wastewater. However, these proposed new facilities would replace existing similar facilities at the project site. Additionally, the proposed project is intended to provide modernized and improved facilities to accommodate existing users of the sports complex. As such, the proposed project is not expected to substantially increase the current amount of water used or wastewater generated at the project site. Impacts would be less than significant.</p>				

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
<p>c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</p> <p>Reference: <i>L.A. CEQA Thresholds Guide (Section M.2)</i></p> <p>Comment: A significant impact would occur if the volume of stormwater runoff from the proposed project increased to a level exceeding the capacity of the storm drain system serving the project site.</p> <p>The proposed project would involve the installation of new stormwater and drainage infrastructure in the sports complex. These improvements would not result in the need for new or expanded storm drain facilities elsewhere in the system that could result in significant impacts. Therefore, the construction and operation of the proposed project would result in less than significant impacts to the storm drain system.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</p> <p>Reference: <i>L.A. CEQA Thresholds Guide (Section M.1)</i></p> <p>Comment: Refer to Sections 17 (a) and 17 (b) above.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?</p> <p>Reference: <i>L.A. CEQA Thresholds Guide (Section M.2)</i></p> <p>Comment: Refer to Sections 17 (a) and 17 (b) above.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</p> <p>Reference: <i>L.A. CEQA Thresholds Guide (Section M.3)</i>; Solid Waste Information System (<a href="http://www.calrecycle.ca.gov/SWFacilities/Directory/">http://www.calrecycle.ca.gov/SWFacilities/Directory/</a>); <i>California Integrated Waste Management Act of 1989 (Assembly Bill 939)</i></p> <p>Comment: The management of solid waste in the City involves public and private refuse collection services as well as public and private operation of solid waste transfer, resource recovery, and disposal facilities. A significant impact would</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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## Issues

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No Impact

occur if the proposed project resulted in solid waste generation of five tons or more per week.

The City of Los Angeles Bureau of Sanitation (SAN) and private refuse companies manage the collection, transfer, and disposal of municipal solid waste. There are three types of disposal facilities within state; (1) Class III Landfills (Municipal Solid Waste Landfills), (2) Unclassified (Inert) Landfills, and (3) Transformation (waste to energy) Facilities.

Construction of the proposed project would generate demolition debris during removal of the remaining surface and subsurface structures. Uncontaminated soil may be excavated, stockpiled, redistributed, and reused. Soils that require remediation may be excavated, stabilized, and potentially hauled from the site to a certified disposal facility.

The construction and demolition debris would be recycled whenever possible, or disposed of at an appropriate facility. As demonstrated above and according to the CalRecycle's SWIS database, there is sufficient inert waste disposal capacity available in Los Angeles County to adequately accommodate the anticipated demolition debris. Further, certain landfills accept wastes considered to be beneficial-use materials, such as soil, green waste, and asphalt. Several landfills in the greater Los Angeles area accept excavated soil, including those that otherwise are restricted by ordinances from accepting municipal solid waste generated in the City of Los Angeles. When possible, the waste would be transferred to local yards to minimize traffic disruption as well as the possibility of general spills.

Construction and operation of the proposed project would comply with the requirements of the *California Integrated Waste Management Act of 1989 (Assembly Bill 939)*, which requires the implementation of aggressive solid waste management programs that focus on diverting waste from being disposed of in landfills (such as source reduction, recycling, and composting). In addition, project construction would incorporate source reduction techniques and recycling measures and maintain a recycling program to divert waste in accordance with the *Citywide Construction and Demolition Debris Recycling Ordinance*. As of March 2009, the City had a diversion rate of 65 percent, surpassing the State's requirement for a 50 percent waste diversion rate after 2000, and has set a goal of achieving a 75 percent diversion by 2013. Construction of the proposed project would comply with the *Citywide Construction Demolition Debris Recycling Ordinance*. Therefore, impacts associated with construction debris would result in a less than significant impact on landfill capacity.

Operation of the proposed project would be similar to existing conditions as the

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**Issues**

Potentially Significant Impact  
Less Than Significant With Mitigation  
Less Than Significant  
No Impact

project site is currently developed as a sports complex. The proposed project would be designed and constructed to meet the U.S. Green Building Council's Leadership in Energy & Environmental Design LEED Silver designation and would incorporate sustainable design features include solar panels, electric vehicle charging stations, use of recycled building materials and LED lighting. Operational solid waste would be minimal and is anticipated to have a less than significant impact on landfill capacity.

- g) Comply with federal, state, and local statutes and regulations related to solid waste?

Reference: *L.A. CEQA Thresholds Guide (Section M.3)*

Comment: A significant impact would occur if the proposed project generated solid waste that was in excess of or was not disposed of in accordance with applicable regulations.

The City of Los Angeles Solid Waste Management Policy Plan (SWMPP) is the long range solid waste management policy plan for the City. The objective of the SWMPP is to reduce at the source or recycle a minimum of 50 percent of the City's waste and calls for the disposal of the remaining waste in local and possibly remote landfills. The SWMPP establishes citywide diversion objectives, including diversion of 75 percent by 2013. While the SWMPP is the long-range solid waste management policy plan for the City, the Source Reduction and Recycling Element (SRRE) is the strategic action policy plan for diverting solid waste from landfills. The SRRE provides solid waste diversion objectives in accordance with the requirement of AB 939.

As discussed in Section 17(f), the proposed project would generate a nominal amount of solid waste. Furthermore, solid waste generated on-site would be disposed of by permitted solid waste haulers to regulated sites that have adequate capacity and are in compliance with all applicable regulations related to solid waste collection and disposal. Solid waste disposal during construction of and operation of the proposed project would comply with federal, state, local statutes and regulations related to solid waste. As such, impacts would be less than significant.

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Issues

Potentially Significant Impact  
 Less Than Significant With Mitigation  
 Less Than Significant  
 No Impact

18. MANDATORY FINDINGS OF SIGNIFICANCE

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Reference: Preceding analyses

Comment: No plant or animal species listed on any state or federal lists for endangered, threatened or special status species were identified on-site. The CNDDDB indicates that a record of Brauton’s milk-vetch (*Astragalus brauntonii*) and one of southern tarplant (*Centromadia parryi ssp. australis*) coincide with the project site. Both records are based on initial observations made in the early 1900’s and these species are likely extirpated due to the urban developed nature of the project site and lack of potentially suitable habitat on-site to support these, or any other, special-status species. However, due to the presence of ornamental trees which may provide suitable nesting habitat for birds protected under the MBTA, and which may be removed during construction, direct impacts to suitable nesting habitat could occur. Additionally, noise and dust generated during construction could indirectly impact nesting birds by causing them to avoid the area during construction. Should tree removal and construction activities occur during the nesting bird season, generally considered to extend from February 15 through September 15, the implementation of the avoidance and minimization measures provided in Mitigation Measure BIO-1 would ensure that no nesting birds protected under the MBTA are significantly affected.

There are no known cultural resources located on-site. Based upon the CRHR evaluation criteria, one historic property, the Celes King III Pool, was found on the project site that is eligible for listing in the NRHP and the CRHR. However, this property would not be impacted during construction and operation of the new facilities. Demolition of the remaining structures would not eliminate important examples of the major periods of California history or prehistory. However, the area is culturally-sensitive, and there are known cultural resources within the immediate vicinity; Mitigation Measures CULT-1 through CULT-3 are provided to address the potential discovery of previously unknown archeological or paleontological resources, which reduces potentially significant impacts to less than significant.

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<b>Issues</b>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Reference: Preceding analyses

Comment: There are eight related projects that would occur within the immediate vicinity of the project area that are being tracked for purposes of understanding potential cumulative traffic impacts. These related projects are evaluated in Section 16 (a), and potential additive traffic impacts are discussed. Further discussion of related-projects can be found in Appendix F of this IS/MND.

Project-level traffic impacts during construction were less than significant. Therefore, no mitigation measures are required. As a result, construction of the project would not result in a cumulative considerable contribution to a significant cumulative traffic impact to construction.

Operation of the proposed project would not result in significant impacts because the proposed project would not generate substantial new measurable and regular vehicle trips during the operations period, and long-term mitigation measures are therefore not required. The proposed southern driveway is not anticipated to lead to a severe driveway traffic impact as the vehicle volumes and delay would not cause a long vehicle queue on-site. The new southern driveway would only be used up to 25 times a year for special events and is not expected to cause a frequent traffic problem. With project implementation, an additional ingress/egress access point for the off-street parking areas would be located at the northwestern driveway of the park, which would also improve on-site traffic circulation. As such, the proposed project would not result in a cumulative considerable contribution to a significant cumulative traffic impact to operation.

Based on the above, significant cumulative impacts from related-projects are not anticipated in any of the impact categories. The proposed project is consistent with local and regional land use, air quality, water quality, and transportation plans. In addition, the proposed project is not expected to make a cumulatively considerable contribution to a significant cumulative impact. The impact is anticipated to be less than significant.

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<b>Issues</b>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant	No Impact
c) Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Reference: Preceding analyses

Comment: The overall purpose for the proposed project is to construct a community sports complex to better meet the community’s recreational needs. The existing sports complex is insufficient to handle the current park programs due to its size and infrastructure. In addition, the aging facilities are a maintenance concern. The proposed project includes construction of new facilities, storm drainage and BMPs. Therefore, the overall project is anticipated to have positive long-term impacts to the environment. No impact is anticipated.

d) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Reference: Preceding analyses

Comment: With implementation of the mitigation measures listed in Section V below, the proposed project is not anticipated to have significant impacts that would cause substantial adverse effects on human beings, either directly or indirectly. Therefore, all potentially significant environmental effects associated with the proposed project can be mitigated to less than significant levels.

**V. MITIGATION MEASURES**

The following mitigation measures form the foundation of a mitigation monitoring program (MMP) for the proposed project. CEQA requires public agencies to adopt a reporting or monitoring program for the changes to the project that have been adopted to mitigate or avoid significant effects on the environment (Public Resources Code Section 21081.6). The program must be adopted by the public agency at the time findings are made regarding the project. The State CEQA Guidelines allow public agencies to choose whether its program will monitor mitigation, report on mitigation, or both (14 CCR Section 15097(c)).

The mitigation measures described herein are supplemental to those required as standard procedure for the City and its contractors. The City and its contractors are the parties responsible for: (1) the necessary implementing actions; (2) verifying that the necessary implementing actions are taken; and (3) the primary record documenting the necessary implementing actions.

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The mechanisms for verifying that mitigation measures have been implemented include design drawings, project plans and specifications, construction documents intended for use by construction contractors and construction managers, field inspections, field reports, and other periodic or special reports. All records pertaining to this mitigation program will be maintained and made available for inspection by the public in accordance with the City's records management systems.

**Air Quality:**

**Mitigation Measure AQ-1:** The construction contractor shall use off-road construction diesel engines that meet, at a minimum, the Tier 4 California Emissions Standards, unless such an engine is not available for a particular item of equipment. Tier 3 engines will be allowed on a case-by-case basis when the contractor has documented that no Tier 4 equipment or emissions equivalent retrofit equipment is available for a particular equipment type that must be used to complete construction. Documentation shall consist of signed written statements from at least two construction equipment rental firms.

**Mitigation Measure AQ-2:** The construction contractor shall implement activity management (e.g. rescheduling activities to avoid overlap of construction phases, which would reduce short-term impacts) to the greatest extent possible.

**Biological Resources:**

**Mitigation Measure BIO-1:** Exterior building improvements shall occur outside of the nesting season (February 15 through September 15). If avoidance of exterior construction work within this time period is not feasible, the following additional measures shall be employed:

1. A pre-construction nesting survey shall be conducted by a qualified biologist within 3 days prior to the start of construction activities to determine whether active nests are present within or directly adjacent to the construction zone. All nests found shall be recorded.
2. If construction activities must occur within 300 feet of an active nest of any passerine bird or within 500 feet of an active nest of any raptor, a qualified biologist shall monitor the nest on a weekly basis and the construction activity shall be postponed until the biologist determines that the nest is no longer active.

If the recommended nest avoidance zone is not feasible, the qualified biologist shall determine whether an exception is possible and obtain concurrence from the appropriate resource agency before construction work can resume within the avoidance buffer zone. All work shall cease within the avoidance buffer zone until either agency concurrence is obtained or the biologist determines that the adults and young are no longer reliant on the nest site.

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**Cultural Resources:**

**Mitigation Measure CULT-1:** Archaeological monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full time. The archaeological monitor will have the authority to redirect construction equipment in the event potential archaeological resources are encountered. If archaeological resources are encountered, work in the vicinity of the discovery will halt until appropriate treatment or further investigation of the resource is determined by a qualified archaeologist in accordance with the provisions of CEQA Guidelines Section 15064.5. In addition, it is recommended that the construction personnel and staff receive training on possible archaeological resources that may be present in the area in order to establish an understanding of what to look for during ground-disturbing activities.

If Native American cultural materials are encountered during project-related ground disturbance, a trained Native American consultant should be engaged to monitor ground-disturbing work in the area containing the Native American cultural resources. This monitoring would occur on an as needed basis and would be intended to ensure that Native American concerns are taken into account during the construction process.

**Mitigation Measure CULT-2:** Excavations into undisturbed older Quaternary layers, which vary in depth within the project site, shall be monitored. Monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full-time. In the event that potential paleontological resources are encountered, a qualified paleontologist should be retained to recover and record any fossil remains discovered. Any fossils, should they be recovered, shall be prepared, identified, and catalogued before curation in an accredited repository designated by the lead agency.

**Mitigation Measure CULT-3:** In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found during construction activities, the County Coroner shall be notified within 24 hours of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, s/he shall notify the Native American Heritage Commission (NAHC) in Sacramento within 24 hours. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.

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**Geology and Soils:**

**Mitigation Measure GEO-1:** The proposed project grading and foundation plans and specifications shall implement the recommendations presented in the *Geotechnical Engineering Report Rancho Cienega Sports Complex* prepared by the Department of Public Works, Bureau of Engineering, Geotechnical Engineering Group. The proposed project plans and specifications shall also be reviewed by the Geotechnical Engineering Group to ensure proper implementation and application of the recommendations.

**Mitigation Measure GEO-2:** All grading, excavation, and construction of foundations should be performed under the observation and testing of the Geotechnical Engineer during the following stages:

- Demolition;
- Pile indicator program;
- Pile loading testing;
- Completion of site clearing;
- Site and pool excavation;
- Installation of shoring;
- Production pile installation;
- Subgrade preparation;
- Fill placement;
- Construction of structural mat foundations for accessory structures;
- Excavation and backfilling of all utility trenching; and
- When any unusual or unexpected geotechnical conditions are encountered.

**Hazards and Hazardous Materials:**

**Mitigation Measure HAZ-1:** Prior to demolition of existing structures, a demolition-level asbestos survey shall be conducted at the project site to identify ACMs. If ACMs are detected, a licensed asbestos abatement contractor shall be retained to remove all ACMs and abate the buildings in compliance with the South Coast Air Quality Management District's Rule 1403, as well as all other state and federal rules and regulations.

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**Mitigation Measure HAZ-2:** Prior to demolition of the existing structures, an LBP survey shall be conducted at the project site. The survey shall include the sampling of paint in various representative areas. The samples shall consist of paint chips physically removed from the walls and analyzed for lead. If LBP is detected, a licensed LBP abatement contractor shall be retained to remove all LBP and abate the buildings in compliance with all applicable local, state, and federal regulations.

**Noise:**

**Mitigation Measure NOI-1:** Construction equipment shall be properly maintained and equipped with mufflers.

**Mitigation Measure NOI-2:** The pile driver points of impact shall be equipped with a sound apron made of sound absorptive material or dampeners. As discussed in the *Federal Highway Administration Construction Noise Handbook*, sound aprons consist of sound absorptive mats hung from construction equipment or on frames attached to equipment.

**Mitigation Measure NOI-3:** Construction equipment shall have rubber tires instead of tracks.

**Mitigation Measure NOI-4:** Equipment shall be turned off when not in use for an excess of five minutes, except for equipment that requires idling to maintain performance.

**Mitigation Measure NOI-5:** A public liaison shall be appointed for project construction and will be responsible for addressing public concerns about construction activities, including excessive noise. As needed, the liaison shall determine the cause of the concern (e.g., starting too early, bad muffler) and implement measures to address the concern.

**Mitigation Measure NOI-6:** The construction manager shall coordinate with the site administrator for Dorsey High School to schedule construction activity such that student exposure to noise is minimized.

**Mitigation Measure NOI-7:** Pile driving activity shall be limited to between 9:00 a.m. and 3:00 p.m.

**Mitigation Measure NOI-8:** The public shall be notified in advance of the location and dates of construction hours and activities.

**Mitigation Measure NOI-9:** As mandated in the *Los Angeles Municipal Code Section 41.40*, construction activities shall be prohibited between the hours of 9:00 p.m. and 7:00 a.m. when located within 500 feet of occupied sleeping quarters or other land uses sensitive to increased nighttime noise levels.

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**VII. DETERMINATION - RECOMMENDED ENVIRONMENTAL DOCUMENTATION****A. Summary**

The proposed project would be implemented in two phases. The components proposed to be implemented in each phase are described below. The detailed construction process and schedule for both phases is described in Subsection G, Project Construction. Figure 4 depicts the proposed project facilities.

**Phase 1**

Phase 1 would include demolition of existing facilities, hazardous materials abatement, grading, pile installation, foundation construction, utility installations, building construction, parking lot grading, and landscape and site improvements. Phase 1 activities would occur in the south central portion of the project site and include the following:

- **Indoor Gymnasium:** Demolition of the existing gymnasium and construction of a new, approximately 24,000-square-foot indoor gymnasium east of the Jackie Robinson Stadium and north of the primary parking lot. The proposed indoor gymnasium would include office space, a running path, and a lookout deck on the mezzanine level, and a second floor walkway that would connect the proposed indoor gymnasium to the proposed indoor pool.
- **Indoor Pool and Multiuse Building:** Demolition of the existing restroom facilities and construction of a new, approximately 25,000-square-foot indoor pool and bathhouse facility in the central portion of the property adjacent to the existing childcare center and north of the proposed primary parking area. The new indoor pool facility would include a bathhouse, restrooms, lockers, and changing rooms on the ground floor, and a community room, fitness annex, and kitchen on the mezzanine level.
- **Tennis Shop/Overlook:** Demolition of the existing tennis shop located directly north of the Celes King III Pool, and construction of a new 1,900-square-foot tennis shop and restroom facility to the west of and adjacent to the existing tennis courts, and east of the existing childcare center. A new overlook would be constructed on the mezzanine level to provide a viewing area of the tennis courts.
- **Stadium Overlook/Concession Stand:** Construction of a new stadium overlook and concession stand east of and adjacent to the existing stadium. The facility would include a concession stand, restrooms, and a ticket office on the ground level, and a stadium overlook on the mezzanine level, totaling approximately 4,000 square feet.
- **Playground:** Demolition of the existing playground located between the existing childcare center and tennis courts, in order to accommodate the new tennis shop and restroom facility. A new playground would be constructed directly west of the proposed tennis shop.

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- **Primary Parking Lot:** Grading of the existing parking lot located along Rodeo Road and driveway improvements.

**Phase 2**

Phase 2 would include demolition of the concrete surrounding the existing RAP maintenance building, hazardous materials abatement, grading for the parking lot and other site improvements, utility adjustments and upgrades, renovation of the existing maintenance yard and various site improvements, and installation of landscaping and hardscaping. The majority of the Phase 2 activities would occur in the western and northwestern portion of the project site, with some landscaping, storm drainage, and security lighting installed in the eastern portion of the project site. The Phase 2 components include the following:

- **RAP Maintenance Yard and Refuse Collection Center:** Rehabilitation of the existing RAP maintenance building and relocation of the RAP maintenance yard adjacent to the northwest corner of the Jackie Robinson Stadium. A new maintenance yard and refuse collection center would be constructed adjacent to the rehabilitated RAP maintenance building.
- **Northwestern Driveway:** Construction of a new driveway at the northwestern boundary of the project site. The driveway would extend towards Exposition Boulevard that currently ends at the parking lot on the northwestern part of the property.
- **Controlled Driveway:** Construction of a new controlled driveway at the southwest corner of the project site near the Jackie Robinson Stadium. The driveway would allow only right-in/right-out access from Rodeo Road when additional parking is required for special events or community programs. Bollards would be located at the driveway to prohibit access during normal operations.
- **Off-street Parking:** Installation of off-street parking along the western boundary of the project site, adjacent to the Jackie Robinson Stadium. Additional off-street parking would be installed along the northwestern boundary of the project site, adjacent to the new driveway and Metro Expo Rail Line. With installation of off-street parking, the overall number of parking spaces available in the park would remain the same as existing conditions (411 spaces) but would be reconfigured to allow for landscaping and parking lot improvements.
- **Overflow Parking/Multipurpose Field:** Alteration of the existing parking lot in the northwestern portion of the project site to a new multipurpose field and overflow parking area. Based on scheduling, the overflow parking area could be used as a multipurpose field for sporting events or for overflow parking. When used for parking, an additional 88 spaces would be available to park patrons, for a total of 499 parking spaces in the overall park.

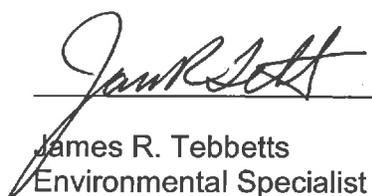
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- **Community Garden:** Construction of a one-acre community garden in the northwestern portion of the project site, north of Jackie Robinson Stadium and adjacent to the proposed overflow parking/multipurpose field.

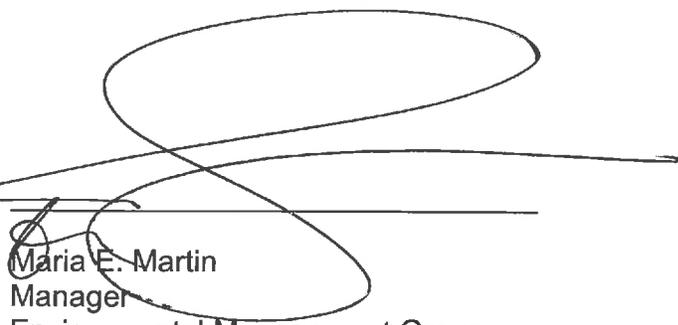
**B. Recommended Environmental Documentation**

On the basis of this initial evaluation, I find that the project could not have a significant effect on the environment, and a **Mitigated Negative Declaration** should be adopted.

Reviewed by:

  
James R. Tebbetts  
Environmental Specialist II

Approved by:

  
Maria E. Martin  
Manager  
Environmental Management Group

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*PUBLIC WORKS – BUREAU OF ENGINEERING*

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**List of Appendices**

Appendix A Air Quality and Greenhouse Gas Analysis Technical Memorandum

Appendix B Biological Resource Search Results

Appendix C Cultural Resources Assessment

Appendix D Geotechnical Data Report

Appendix E Noise and Vibration Impact Study

Appendix F Traffic Study

## PUBLIC WORKS – BUREAU OF ENGINEERING

## XI. CLARIFICATIONS AND MODIFICATIONS

The following clarifications and modifications are intended to update the Draft IS/MND in response to the comments received during the public review period. These changes constitute the Final IS/MND, to be presented to the City of Los Angeles City Council for adoption and project approval. None of the changes to the IS/MND would require recirculation. Revisions made to the IS/MND have not resulted in new significant impacts or mitigation measures, nor has the severity of an impact increased. None of the CEQA criteria for recirculation have been met, and recirculation of the IS/MND is not warranted.

The changes to the IS/MND are listed by section, page number, and paragraph number, if applicable. Text which has been removed is shown with a ~~strike through~~ line, while text that has been added is shown as underlined. The changes described in this section have been made in the corresponding Final IS/MND sections. However, the changes below constitute the Final IS/MND. Please refer to Section X, Response to Comments, for referenced comment letters and corresponding comments.

<u>Final MND</u>	<u>Clarification/Revision</u>
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Page

- |    |  |
|----|--|
| 24 | <p><i>An editorial change is made to Section IV Environmental Effects/Initial Study Checklist, Subsection 3 Air Quality (a), fourth paragraph.</i></p> <p>Projects that would be consistent with the <del>2012</del><u>2013</u> AQMP would be considered less than significant for this impact. Consistency with the AQMP is determined through evaluation of project-related air quality impacts and demonstration that project-related emissions would not increase the frequency or severity of existing violations, or contribute to a new violation of the air quality standards.</p>   |
| 25 | <p><i>An editorial change is made to Section IV Environmental Effects/Initial Study Checklist, Subsection 3 Air Quality (a), second paragraph.</i></p> <p>The proposed project is consistent with the existing zoning (OS-1XL, Open Space) for the site. In addition, there would be no significant net increase in facility capacity during project operations. Therefore, the proposed project would not substantially increase population or employment in the planning area and would not generate vehicle trips that exceed the current assumptions used to develop the <i>City of Los Angeles General Plan, Regional Transportation Plan</i>, and AQMP. Therefore, it is reasonable to assume that the intensity of operational emissions have been accounted for in the <del>2012</del><u>2013</u> AQMP. The proposed project would not conflict with or obstruct implementation of the applicable air quality plan. The impact would be less than significant.</p> |

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- 42, 43, 44,  
45      *An editorial change is made to Section V Environmental Effects/Initial Study Checklist, Subsection 5 Cultural Resources (a)(b)(c)(d), Reference section.*
- Reference: *L.A. CEQA Thresholds Guide (Section D.3); ~~Draft~~ Cultural Resources Assessment Rancho Cienega Sports Complex (Celes King III Pool) Project (Appendix C)*
- 94      *An editorial change is made to Section V Environmental Effects/Initial Study Checklist, Subsection 16 Transportation/Traffic (f), last paragraph.*
- These crossings would remain accessible during and after construction. Furthermore, the existing sidewalk fronting the project site along Rodeo Road and any bus stops would remain accessible during and after construction in order to ensure safe pedestrian travel and convenient transit access. Overall, the existing sidewalk network and traffic signals at major intersections provide an adequate local pedestrian travel network for the proposed project. As such, no impact to alternative transportation modes or supporting programs would occur.
- 111      *An editorial change is made to Section V References.*
- AECOM. 2015. ~~Draft~~ Air Quality and Greenhouse Gas Analysis Technical Memorandum.
- 111      *An editorial change is made to Section V References.*
- AECOM. 2015. ~~Draft~~ Cultural Resources Assessment.

## PUBLIC WORKS – BUREAU OF ENGINEERING

**X. Response to Comments****A. Introduction**

The Rancho Cienega Sports Complex Project Draft IS/MND was circulated for public review and comment by the City of Los Angeles on March 3, 2016, initiating a 30-day public review period pursuant to CEQA and its implementing guidelines. The Notice of Intent/Notice of Availability was also distributed to 67 relevant agencies and organizations, as well as 1,084 property owners and occupants. Additionally, the IS/MND was available for review at Baldwin Hills Library, Jefferson/Wright Library, and Council District 10 Office, and online at the Bureau of Engineering's website. During this public review period, a total of four (4) comment letters were received. A Final IS/MND was prepared including responses to comments received on the Draft IS/MND.

Each comment letter has been assigned a number code, and individual comments in each letter have been coded to facilitate responses. For example, the letter from Joyce Dillard is identified as Letter 2, with comments noted as 2-1, 2-2, 2-3, etc. Copies of each comment letter are provided prior to the response to each letter. Comments that raise issues not directly related to the substance of the environmental analysis in the Draft IS/MND are noted but, in accordance with CEQA, did not receive a detailed response.

**B. Responses to Written Comments That Address Environmental Issues in the Draft Initial Study/Mitigated Negative Declaration**

The written comment letters received on the Draft IS/MND are listed in Table 14 below. The comments and associated responses are arranged by the date of receipt of the comment letter or email. The individual comments in the letters have been numbered and are referred to in the responses that directly follow the comment letter.

**Table 14**  
**List of Written Comment Letters**

<b>Letter #</b>	<b>Agency/Organization/Individual</b>	<b>Date</b>	<b>Page # of Response</b>
1	Bureau of Street Services, Urban Forestry Division <i>Signed: Timothy Tyson</i>	March 4, 2016	119
2	Joyce Dillard	April 1, 2016	155
3	State Clearinghouse <i>Signed: Scott Morgan</i>	April 1, 2016	158
4	Los Angeles County Metropolitan Transportation Authority <i>Signed: Elizabeth Carvajal</i>	April 4, 2016	177

CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE**DATE:** March 4<sup>th</sup>, 2016**TO:** James Tebbetts,  
Department of Public Works Bureau of Engineering**FROM:** Timothy Tyson, Chief Forester  
Bureau of Street Services, Urban Forestry Division**SUBJECT,** 5001 Rodeo Road

In regards to your request for review of this case regarding Urban Forestry requirements. It is our recommendation that:

1. Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Urban Forestry Division of the Bureau of Street Services. All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree plantings, the sub divider or contractor shall notify the Urban Forestry Division (213-847-3077) upon completion of construction to expedite tree planting. If Street tree removal is required call 311 or 1 800 996-2489 to initiate the permitting process.
2. Prior to the issuance of any permit , a plot plan shall be prepared indicating the location, size, type and general condition of all existing trees on the site and within the adjacent public right(s) of way.
3. All significant (8-inch or greater trunk diameter, or cumulative trunk diameter if multi-trunk, as measured 54 inches above the ground) non-protected trees on the site proposed for removal shall be replaced at a 1:1 ratio with a minimum 24-inch box size tree. Net, new trees, located within the parkway of the adjacent public right(s)-of -way, may be counted toward replacement tree requirements.

Please contact Urban Forestry Division at: 213-847-3077 for any questions.

*PUBLIC WORKS – BUREAU OF ENGINEERING***Comment Letter 1: Bureau of Street Services, Urban Forestry Division****Response 1-1**

This comment includes recommendations that should be implemented as part of the proposed project in order to fully comply with the City's Urban Forestry requirements. As discussed on page 41 of the Draft IS/MND, no trees within the right-of-way are currently slated for removal. However, should any of the trees within the right-of-way require removal, the proposed project would comply with the City's tree removal policy and with Urban Forestry requirements, and if necessary, obtain permits from this division prior to construction.

From: **Joyce Dillard** <[dillardjoyce@yahoo.com](mailto:dillardjoyce@yahoo.com)>

Date: Fri, Apr 1, 2016 at 4:01 PM

Subject: Comments BOE Rancho Cienaga Sports Complex Project due 4.1.2016

To: James Tebbetts <[james.tebbetts@lacity.org](mailto:james.tebbetts@lacity.org)>

Watershed quality and degradation issues have not been addressed.

LA Regional Water Quality Control Board issued Municipal Separate Storm Sewer Systems Permit ORDER NO. R4-2012-0175 NPDES PERMIT NO. C. It reads as follows:

***D. Permit Coverage and Facility Description***

*The Los Angeles County Flood Control District, the County of Los Angeles, and 84 incorporated cities within the Los Angeles County Flood Control District with the exception of the City of Long Beach (see Table 5, List of Permittees), hereinafter referred to separately as Permittees and jointly as the Dischargers, discharge storm water and non-storm water from municipal separate storm sewer systems (MS4s), also called storm drain systems. For the purposes of this Order, references to the "Discharger" or "Permittee" in applicable federal and state laws, regulations, plans, or policy are held to be equivalent to references to the Discharger, or Permittees herein depicting the major drainage infrastructure within the area covered under this Order are included in Attachment C of this Order.*

2-1

Ballona Creek Watershed Group is in the Santa Monica Bay Watershed Management Area with the City of Los Angeles as the Lead Agency in the preparation of the EWMP Enhanced Watershed Management Plans and the CIMP Coordinated Integrated Monitoring Program. There exists responsibility for the Receiving Water compliance issues with timelines of

Ballona Creek Trash TMDL September 30, 2015

Ballona Creek Estuary Toxic Pollutants TMDL January 11, 2021

Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL  
Dry Weather April 27, 2013

Wet Weather July 15, 2021

Ballona Creek Metals TMDL  
Dry Weather January 11, 2016  
Wet Weather January 11, 2021

Joyce Dillard  
P.O. Box 31377  
Los Angeles, CA 90031

Attachment:  
Order R4-2012-0175-Final Attachment M

2-1  
cont'd

--  
James R Tebbetts  
Environmental Specialist II  
Environmental Management Group  
Bureau of Engineering  
1149 S. Broadway, Ste 600  
Los Angeles, Ca 90015  
213-485-5732 (phone)  
213-847-0656 (fax)

**ATTACHMENT M. TMDLs IN THE SANTA MONICA BAY WATERSHED MANAGEMENT  
AREA****A. Santa Monica Bay Beaches Bacteria TMDL**

1. Permittees subject to the provisions below are identified in Attachment K, Table K-2.
2. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Santa Monica Bay during dry weather as of the effective date of this Order and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
Enterococcus	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

3. Section A.2 above shall not be applicable upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL (Attachment A of Resolution No. R12-007). Upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Santa Monica Bay during dry weather as of the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each individual monitoring location, calculated as defined in the revised Santa Monica Bay Beaches Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
Enterococcus	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

**4. Receiving Water Limitations**

- a. Permittees in each defined jurisdictional group shall comply with the interim single sample bacteria receiving water limitations for shoreline monitoring stations within their jurisdictional area during wet weather, per the schedule below:

<b>Deadline</b>	<b>Cumulative percentage reduction from the total exceedance day reductions required for each jurisdictional group as identified in Table M-1</b>
July 15, 2013	25%
July 15, 2018	50%

- b. Section A.4.a above shall not be applicable upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL (Attachment A of Resolution No. R12-007). Upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL, Permittees in each defined jurisdictional group shall comply with the interim single sample bacteria receiving water limitations for shoreline monitoring stations within their jurisdictional area during wet weather, per the schedule below:

<b>Deadline</b>	<b>Cumulative percentage reduction from the total wet weather exceedance day reductions required for each jurisdictional group as identified in Table M-2</b>
July 15, 2013	25%
July 15, 2018	50%

**Table M-1: Interim Single Sample Bacteria Receiving Water Limitations by Jurisdictional Group**

Jurisdiction Group	Primary Jurisdiction	Additional Responsible Jurisdictions & Agencies	Subwatershed(s)	Monitoring Site(s)	Interim Single Sample Bacteria Receiving Water Limitations as Maximum Allowable Exceedance Days during Wet Weather		
					10% Reduction Milestone	25% Reduction Milestone	50% Reduction Milestone
1	County of Los Angeles	Malibu City of Los Angeles (Topanga only) Calabasas (Topanga only)	Arroyo Sequit	SMB 1-1	221	212	197
			Carbon Canyon	SMB 1-13			
			Corral Canyon	SMB 1-11, SMB 1-12			
			Encinal Canyon	SMB 1-3			
			Escondido Canyon	SMB 1-8			
			Las Flores Canyon	SMB 1-14			
			Latigo Canyon	SMB 1-9			
			Los Alisos Canyon	SMB 1-2			
			Pena Canyon	SMB 1-16			
			Piedra Gorda Canyon	SMB 1-15			
			Ramirez Canyon	SMB 1-6, SMB 1-7			
			Solstice Canyon	SMB 1-10			
			Topanga Canyon	SMB 1-18			
Trancas Canyon	SMB 1-4						
Tuna Canyon	SMB 1-17						
Zuma Canyon	SMB 1-5						

Jurisdiction Group	Primary Jurisdiction	Additional Responsible Jurisdictions & Agencies	Subwatershed(s)	Monitoring Site(s)	Interim Single Sample Bacteria Receiving Water Limitations as Maximum Allowable Exceedance Days during Wet Weather		
					10% Reduction Milestone	25% Reduction Milestone	50% Reduction Milestone
2	City of Los Angeles	County of Los Angeles El Segundo (Dockweiler only) Santa Monica	Castlerock	SMB 2-1	342	324	294
			Dockweiler	SMB 2-10, SMB 2-11, SMB 2-12, SMB 2-13, SMB 2-14, SMB 2-15			
			Venice Beach	SMB 2-8, SMB 2-9			
			Pulga Canyon	SMB 2-4, SMB 2-5			
			Santa Monica Canyon	SMB 2-7			
			Santa Ynez Canyon	SMB 2-2, SMB 2-3, SMB 2-6			
3	Santa Monica	City of Los Angeles County of Los Angeles	Santa Monica	SMB 3-1, SMB 3-2, SMB 3-3, SMB 3-4, SMB 3-5, SMB 3-6 SMB 3-7, SMB 3-8# SMB 3-9	257	237	203
4	Malibu	County of Los Angeles	Nicholas Canyon	SMB 4-1#	14	14	14
5	Manhattan Beach	El Segundo Hermosa Beach Redondo Beach County of Los Angeles	Hermosa	SMB 5-1#, SMB 5-2, SMB 5-3, SMB 5-4#, SMB 5-5#	29	29	29

Jurisdiction Group	Primary Jurisdiction	Additional Responsible Jurisdictions & Agencies	Subwatershed(s)	Monitoring Site(s)	Interim Single Sample Bacteria Receiving Water Limitations as Maximum Allowable Exceedance Days during Wet Weather		
					10% Reduction Milestone	25% Reduction Milestone	50% Reduction Milestone
6	Redondo Beach	Hermosa Beach Manhattan Beach Torrance County of Los Angeles	Redondo	SMB 6-1, SMB 6-2 <sup>#</sup> , SMB 6-3, SMB 6-4, SMB 6-5, SMB 6-6 <sup>#</sup>	58	57	56
7	Rancho Palos Verdes	City of Los Angeles Palos Verdes Estates Rolling Hills Rolling Hills Estates County of Los Angeles	Palos Verdes Peninsula	SMB 7-1 <sup>#</sup> , SMB 7-2 <sup>#</sup> , SMB 7-3 <sup>#</sup> , SMB 7-4 <sup>#</sup> , SMB 7-5 <sup>#</sup> , SMB 7-6 <sup>#</sup> , SMB 7-7, SMB 7-8 <sup>#</sup> , SMB 7-9 <sup>#</sup>	36	36	36

# For those beach monitoring locations subject to the antidegradation implementation provision in the TMDL, there shall be no increase in exceedance days during the implementation period above that estimated for the beach monitoring location in the critical year as identified in Table M-3.

\* The California Department of Transportation (Caltrans) is a responsible agency in each Jurisdiction Group, except for Jurisdiction 7, and is jointly responsible for complying with the allowable number of exceedance days. Caltrans is separately regulated under the Statewide Storm Water Permit for State of California Department of Transportation (NPDES No. CAS000003).

**Table M-2: Interim Wet Weather Single Sample Bacteria Receiving Water Limitations by Jurisdictional Group**

Jurisdiction Group	Primary Jurisdiction	Additional Responsible Jurisdictions & Agencies	Subwatershed(s)	Monitoring Site(s)	Interim Single Sample Bacteria Receiving Water Limitations as Maximum Exceedance Days Beyond those Allowed during Wet Weather		
					10% Reduction Milestone	25% Reduction Milestone	50% Reduction Milestone
1	County of Los Angeles	Malibu City of Los Angeles (Topanga only) Calabasas (Topanga only)	Arroyo Sequit	SMB 1-1	393	327	218
			Carbon Canyon	SMB 1-13			
			Corral Canyon	SMB 1-11, SMB 1-12, SMB O-2#			
			Encinal Canyon	SMB 1-3#			
			Escondido Canyon	SMB 1-8			
			Las Flores Canyon	SMB 1-14			
			Latiago Canyon	SMB 1-9			
			Los Alisos Canyon	SMB 1-2#			
			Pena Canyon	SMB 1-16#			
			Piedra Gorda Canyon	SMB 1-15			
			Ramirez Canyon	SMB 1-6, SMB 1-7, SMB O-1#			
Solstice Canyon	SMB 1-10						
Topanga Canyon	SMB 1-18						
Trancas Canyon	SMB 1-4						
Tuna Canyon	SMB 1-17#						
Zuma Canyon	SMB 1-5						

Jurisdiction Group	Primary Jurisdiction	Additional Responsible Jurisdictions & Agencies	Subwatershed(s)	Monitoring Site(s)	Interim Single Sample Bacteria Receiving Water Limitations as Maximum Exceedance Days Beyond those Allowed during Wet Weather		
					10% Reduction Milestone	25% Reduction Milestone	50% Reduction Milestone
2	City of Los Angeles	County of Los Angeles El Segundo (Dockweiler only) Santa Monica	Castlerock	SMB 2-1	382	318	212
			Dockweiler	SMB 2-10, SMB 2-11, SMB 2-12, SMB 2-13, SMB 2-14, SMB 2-15			
			Venice Beach	SMB 2-8, SMB 2-9			
			Pulga Canyon	SMB 2-4, SMB 2-5			
			Santa Monica Canyon	SMB 2-7			
			Santa Ynez Canyon	SMB 2-2, SMB 2-3, SMB 2-6			
3	Santa Monica	City of Los Angeles County of Los Angeles	Santa Monica	SMB 3-1, SMB 3-2, SMB 3-3, SMB 3-4, SMB 3-5, SMB 3-6, SMB 3-7, SMB 3-8, SMB 3-9	219	183	122
4	Malibu	County of Los Angeles	Nicholas Canyon	SMB 4-1 <sup>#</sup>	15	12	8

Jurisdiction Group	Primary Jurisdiction	Additional Responsible Jurisdictions & Agencies	Subwatershed(s)	Monitoring Site(s)	Interim Single Sample Bacteria Receiving Water Limitations as Maximum Exceedance Days Beyond those Allowed during Wet Weather		
					10% Reduction Milestone	25% Reduction Milestone	50% Reduction Milestone
5	Manhattan Beach	El Segundo Hermosa Beach Redondo Beach County of Los Angeles	Hermosa	SMB 5-1 <sup>#</sup> , SMB 5-2, SMB 5-3 <sup>#</sup> , SMB 5-4 <sup>#</sup> , SMB 5-5 <sup>#</sup>	63	52	35
6	Redondo Beach	Hermosa Beach Manhattan Beach Torrance County of Los Angeles	Redondo	SMB 6-1, SMB 6-2, SMB 6-3, SMB 6-4, SMB 6-5 <sup>#</sup> , SMB 6-6 <sup>#</sup>	62	51	34
7	Rancho Palos Verdes	City of Los Angeles Palos Verdes Estates Rolling Hills Rolling Hills Estates County of Los Angeles	Palos Verdes Peninsula	SMB 7-1 <sup>#</sup> , SMB 7-2 <sup>#</sup> , SMB 7-3 <sup>#</sup> , SMB 7-4 <sup>#</sup> , SMB 7-5 <sup>#</sup> , SMB 7-6 <sup>#</sup> , SMB 7-7, SMB 7-8 <sup>#</sup> , SMB 7-9 <sup>#</sup>	88	73	49

# For those beach monitoring locations subject to the anti-degradation implementation provision in the TMDL, there shall be no increase in exceedance days during the implementation period above that estimated for the beach monitoring location in the critical year as identified in Table M-4.

\* The California Department of Transportation (Caltrans) is a responsible agency in each Jurisdiction Group, except for Jurisdiction 7, and is jointly responsible for complying with the allowable number of exceedance days. Caltrans is separately regulated under the Statewide Storm Water Permit for State of California Department of Transportation (NPDES No. CAS000003).

- c. Permittees shall comply with the following grouped<sup>1</sup> final single sample bacteria receiving water limitations for all shoreline monitoring stations along Santa Monica Bay beaches, except for those monitoring stations subject to the antidegradation implementation provision as established in the TMDL and identified in subpart e. below, during dry weather as of the effective date of this Order and during wet weather no later than July 15, 2021:

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective (days)	
	Daily Sampling	Weekly Sampling
Summer Dry-Weather (April 1 to October 31)	0	0
Winter Dry-Weather (November 1 to March 31)	3	1
Wet Weather <sup>2</sup> (Year-round)	17	3

- d. Section A.4.c above shall not be applicable upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL (Attachment A of Resolution No. R12-007). Upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL, Permittees shall comply with the following grouped<sup>3</sup> final single sample bacteria receiving water limitations for all shoreline monitoring stations along Santa Monica Bay beaches, except for those monitoring stations subject to the antidegradation implementation provision as established in the TMDL and identified in subpart f. below, during dry weather as of the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL and during wet weather no later than July 15, 2021:

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective (days)	
	Daily Sampling	Weekly Sampling
Summer Dry-Weather (April 1 to October 31)	0	0
Winter Dry-Weather (November 1 to March 31)	9	2
Wet Weather <sup>4</sup> (Year-round)	17	3

<sup>1</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the sub-drainage area to each beach monitoring location.

<sup>2</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

<sup>3</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the sub-drainage area to each beach monitoring location.

<sup>4</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

- e. Permittees shall comply with the following grouped<sup>5</sup> final single sample bacteria receiving water limitations for shoreline monitoring stations along Santa Monica Bay beaches subject to the antidegradation implementation provision in the TMDL as of the effective date of this Order:

**Table M-3: Allowable Number of Days that may Exceed any Single Sample Bacteria Receiving Water Limitations**

Station ID	Beach Monitoring Location	Annual Allowable Exceedance Days of the Single Sample Objective (days)							
		Summer Dry Weather (April 1 – October 31)		Winter Dry Weather (November 1 – March 31)		Wet Weather (Year-round)			
		Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling		
SMB 1-4	Trancas Creek at Broad Beach	0	0	0	0	17	3		
SMB 1-5	Zuma Creek at Zuma Beach	0	0	0	0	17	3		
SMB 2-13	Imperial Highway storm drain	0	0	2	1	17	3		
SMB 3-8	Windward Ave. storm drain at Venice Pavilion	0	0	2	1	13	2		
SMB 4-1	San Nicholas Canyon Creek at Nicholas Beach	0	0	0	0	14	2		
SMB 5-1	Manhattan Beach at 40th Street	0	0	1	1	4	1		
SMB 5-3	Manhattan Beach Pier, southern drain	0	0	1	1	5	1		
SMB 5-4	Hermosa City Beach at 26th St.	0	0	3	1	12	2		
SMB 5-5	Hermosa Beach Pier	0	0	2	1	8	2		
SMB 6-2	Redondo Municipal Pier- 100 yards south	0	0	3	1	14	2		
SMB 6-5	Avenue I storm drain at Redondo Beach	0	0	3	1	6	1		
SMB 6-6	Malaga Cove, Palos Verdes Estates	0	0	1	1	3	1		

<sup>5</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the sub-drainage area to each beach monitoring location.  
Attachment M –TMDLs in the Santa Monica Bay WMA

Station ID	Beach Monitoring Location	Annual Allowable Exceedance Days of the Single Sample Objective (days)					
		Summer Dry Weather (April 1 – October 31)		Winter Dry Weather (November 1 – March 31)		Wet Weather (Year-round)	
		Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling
SMB 7-1	Malaga Cove, Palos Verdes Estates	0	0	1	1	14	2
SMB 7-2	Bluff Cove, Palos Verdes Estates	0	0	1	1	0	0
SMB 7-3	Long Point, Rancho Palos Verdes	0	0	1	1	5	1
SMB 7-4	Abalone Cove, Rancho Palos Verdes	0	0	0	0	1	1
SMB 7-5	Portuguese Bend Cove, Rancho Palos Verdes	0	0	1	1	2	1
SMB 7-6	White's Point, Royal Palms County Beach	0	0	1	1	6	1
SMB 7-8	Point Fermin/Wilder Annex, San Pedro	0	0	1	1	2	1
SMB 7-9	Outer Cabrillo Beach	0	0	1	1	3	1

- f. Section A.4.e above shall not be applicable upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL (Attachment A of Resolution No. R12-007). Upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL, Permittees shall comply with the following grouped final single sample bacteria receiving water limitations for shoreline monitoring stations along Santa Monica Bay beaches subject to the antidegradation implementation provision in the TMDL as of the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL:

**Table M-4: Allowable Number of Days that may Exceed any Single Sample Bacteria Receiving Water Limitations**

Station ID	Beach Monitoring Location	Annual Allowable Exceedance Days of the Single Sample Objective (days)							
		Summer Dry Weather (April 1 – October 31)		Winter Dry Weather (November 1 – March 31)		Wet Weather (Year-round)			
		Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling
SMB 1-2	El Pescador State Beach	0	0	1	1	5	1		
SMB 1-3	El Matador State Beach	0	0	1	1	3	1		
SMB O-1	Paradise Cove	0	0	9	2	15	3		
SMB 1-10	Solstice Creek	0	0	5	1	17	3		
SMB O-2	Puerto Canyon Storm Drain	0	0	0	0	6	1		
SMB 1-14	Las Flores Creek	0	0	6	1	17	3		
SMB 1-16	Pena Creek	0	0	3	1	14	2		
SMB 1-17	Tuna Canyon Creek	0	0	7	1	12	2		
SMB 2-11	North Westchester Storm Drain	0	0	0	0	17	3		
SMB 2-13	Imperial Highway Storm Drain	0	0	4	1	17	3		
SMB 3-6	Rose Avenue Storm Drain at Venice Beach	0	0	6	1	17	3		
SMB 4-1	San Nicholas Canyon Creek	0	0	4	1	14	2		
SMB 5-1	Manhattan State Beach at 40th Street	0	0	1	1	4	1		

<sup>6</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the sub-drainage area to each beach monitoring location.

Station ID	Beach Monitoring Location	Annual Allowable Exceedance Days of the Single Sample Objective (days)							
		Summer Dry Weather (April 1 – October 31)		Winter Dry Weather (November 1 – March 31)		Wet Weather (Year-round)			
		Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling		
SMB 5-3	Manhattan Beach Pier, southern drain	0	0	3	1	6	1		
SMB 5-4	Hermosa Beach at 26th Street	0	0	3	1	12	2		
SMB 5-5	Hermosa Beach Pier	0	0	2	1	8	2		
SMB 6-2	Redondo Municipal Pier- 100 yards south at Redondo Beach	0	0	3	1	14	2		
SMB 6-3	Sapphire Street Storm Drain at Redondo Beach	0	0	5	1	17	3		
SMB 6-5	Avenue I Storm Drain at Redondo Beach	0	0	4	1	11	2		
SMB 6-6	Malaga Cove, Palos Verdes Estates	0	0	1	1	3	1		
SMB 7-1	Malaga Cove	0	0	1	1	14	2		
SMB 7-2	Bluff Cove	0	0	1	1	0	0		
SMB 7-3	Long Point	0	0	1	1	5	1		
SMB 7-4	Abalone Cove	0	0	0	0	1	1		
SMB 7-5	Portuguese Bend Cove	0	0	1	1	2	1		
SMB 7-6	Royal Palms County Beach	0	0	1	1	6	1		
SMB 7-8	Wilder Annex	0	0	1	1	2	1		
SMB 7-9	Outer Cabrillo Beach	0	0	1	1	3	1		

- g.** Permittees shall comply with the following geometric mean receiving water limitations for all shoreline monitoring stations along Santa Monica Bay beaches during dry weather as of the effective date of this Order and during wet weather no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
Enterococcus	35/100 mL

- h.** Section A.4.g above shall not be applicable upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL (Attachment A of Resolution No. R12-007). Upon the effective date of the revised Santa Monica Bay Beaches Bacteria TMDL, Permittees shall comply with the following geometric mean receiving water limitations for all shoreline monitoring stations along Santa Monica Bay beaches, calculated as defined in the revised Santa Monica Bay Beaches Bacteria TMDL, no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
Enterococcus	35/100 mL

## **B. Santa Monica Bay Nearshore and Offshore Debris TMDL**

1. Permittees subject to the provisions below are identified in Attachment K, Table K-2.
2. Permittees shall comply with the final water quality-based effluent limitation of zero trash discharged into water bodies within the Santa Monica Bay WMA and then into Santa Monica Bay or on the shoreline of Santa Monica Bay no later than March 20, 2020<sup>7</sup>, and every year thereafter.
3. Permittees shall comply with interim and final water quality-based effluent limitations for trash discharged into Santa Monica Bay or on the shoreline of Santa Monica Bay, per the schedule below:

<sup>7</sup> If a Permittee by November 4, 2013, adopts local ordinances to ban plastic bags, smoking in public places and single use expanded polystyrene food packaging then the final compliance date will be extended until March 20, 2023.

Permittees	Baseline <sup>8</sup>	Mar 20, 2016 (80%)	Mar 20, 2017 (60%)	Mar 20, 2018 (40%)	Mar 20, 2019 (20%)	Mar 20, 2020 <sup>9</sup> (0%)
		Annual Trash Discharge (gals/yr)				
Agoura Hills <sup>10</sup>	1,044	835	626	418	209	0
Calabasas <sup>10</sup>	1,656	1,325	994	663	331	0
Culver City	52	42	31	21	10	0
El Segundo	2,732	2,186	1,639	1,093	546	0
Hermosa Beach	1,117	894	670	447	223	0
Los Angeles, City of	25,112	20,090	15,067	10,045	5,022	0
Los Angeles, County of	5,138	4,110	3,083	2,055	1,028	0
Malibu	5,809	4,648	3,486	2,324	1,162	0
Manhattan Beach	2,501	2,001	1,501	1,001	500	0
Palos Verdes Estates	3,346	2,677	2,007	1,338	669	0
Rancho Palos Verdes	7,254	5,803	4,353	2,902	1,451	0
Redondo Beach	3,197	2,558	1,918	1,279	639	0
Rolling Hills	515	412	309	206	103	0
Rolling Hills Estates	365	292	219	146	73	0
Santa Monica	5,672	4,537	3,403	2,269	1,134	0
Torrance	2,484	1,987	1,490	993	497	0
Westlake Village <sup>10</sup>	3,131	2,505	1,879	1,252	626	0

4. Permittees shall comply with the interim and final water quality-based effluent limitations for trash in B.2 and B.3 above per the provisions in Part VI.E.5.

### C. Santa Monica Bay TMDL for DDTs and PCBs (USEPA established)

1. Permittees subject to the provisions below are identified in Attachment K, Table K-2.
2. Permittees shall comply with the following WLAs, expressed as an annual loading of pollutants from the sediment discharged to Santa Monica Bay, per the provisions in Part VI.E.3:

Constituent	Annual Mass-Based WLA (g/yr)
DDT	27.08
PCBs	140.25

<sup>8</sup> If a Permittee elects not to use the default baseline, then the Permittee shall include a plan to establish a site specific trash baseline in their Trash Monitoring and Reporting Plan.

<sup>9</sup> Permittees shall achieve their final effluent limitation of zero trash discharge for the 2019-2020 storm year and every year thereafter.

<sup>10</sup> Permittees shall be deemed in compliance with the water quality-based effluent limitation for trash established to implement the Santa Monica Bay Nearshore and Offshore Debris TMDL, if the Permittee is in compliance with the water quality-based effluent limitations established to implement the Malibu Creek Watershed Trash TMDL.

3. Compliance shall be determined based on a three-year averaging period.

#### D. TMDLs in the Malibu Creek Subwatershed

##### 1. Malibu Creek and Lagoon Bacteria TMDL

- a. Permittees subject to the provisions below are identified in Attachment K, Table K-2.
- b. Water Quality-Based Effluent Limitations
- i. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Malibu Lagoon during dry weather as of the effective date of this Order, and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
<i>Enterococcus</i>	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

- ii. Section D.1.b.i above shall not be applicable upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL (Attachment A of Resolution No. R12-009). Upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Malibu Lagoon during dry weather as of the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each monitoring location, calculated as defined in the revised Malibu Creek and Lagoon Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
<i>Enterococcus</i>	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

- iii. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Malibu Creek and its tributaries during dry weather as of the effective date of this Order, and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
<i>E. coli</i>	235/100 mL	126/100 mL

- iv. Section D.1.b.iii above shall not be applicable upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL (Attachment A of Resolution No. R12-009). Upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Malibu Creek and its tributaries during dry weather as of the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each monitoring location, calculated as defined in the revised Malibu Creek and Lagoon Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
<i>E. coli</i>	235/100 mL	126/100 mL

c. Receiving Water Limitations

- i. Permittees shall comply with the following grouped<sup>11</sup> final single sample bacteria receiving water limitations for Malibu Creek, its tributaries, and Malibu Lagoon during dry weather as of the effective date of this Order, and during wet weather no later than July 15, 2021:

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective (days)	
	Daily Sampling	Weekly Sampling
Summer Dry-Weather (April 1 to October 31)	0	0
Winter Dry-Weather (November 1 to March 31)	3	1
Wet Weather <sup>12</sup> (Year-round)	17	3

- ii. Section D.1.c.i above shall not be applicable upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL (Attachment A of Resolution No. R12-009). Upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL, Permittees shall comply with the following grouped<sup>13</sup> final single sample bacteria receiving water limitations for each monitoring location within Malibu Creek and its tributaries during

<sup>11</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area to the receiving water.

<sup>12</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

<sup>13</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area to the receiving water.

dry weather as of the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL and during wet weather no later than July 15, 2021:

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective (days)	
	Daily Sampling	Weekly Sampling
Dry-Weather (Year-round)	5	1
Wet Weather <sup>14</sup> (Year-round)	15	2

- iii. Section D.1.c.i above shall not be applicable upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL (Attachment A of Resolution No. R12-009). Upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL, Permittees shall comply with the following grouped<sup>15</sup> final single sample bacteria receiving water limitations for each monitoring location within Malibu Lagoon during dry weather as of the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL and during wet weather no later than July 15, 2021:

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective (days)	
	Daily Sampling	Weekly Sampling
Summer Dry-Weather (April 1 to October 31)	0	0
Winter Dry-Weather (November 1 to March 31)	9	2
Wet Weather <sup>16</sup> (Year-round)	17	3

- iv. Permittees shall comply with the following geometric mean receiving water limitations for discharges to Malibu Lagoon during dry weather as of the effective date of this Order, and during wet weather no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
Enterococcus	35/100 mL

- v. Section D.1.c.iv above shall not be applicable upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL (Attachment A of

<sup>14</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

<sup>15</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area to the receiving water.

<sup>16</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

Resolution No. R12-009). Upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL, Permittees shall comply with the following geometric mean receiving water limitations for discharges to Malibu Lagoon, calculated as defined in the revised Malibu Creek and Lagoon Bacteria TMDL, no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
Enterococcus	35/100 mL

- vi. Permittees shall comply with the following geometric mean receiving water limitation for discharges to Malibu Creek and its tributaries during dry weather as of the effective date of this Order, and during wet weather no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
<i>E. coli</i>	126/100 mL

- vii. Section D.1.c.vi above shall not be applicable upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL (Attachment A of Resolution No. R12-009). Upon the effective date of the revised Malibu Creek and Lagoon Bacteria TMDL, Permittees shall comply with the following geometric mean receiving water limitations for discharges to Malibu Creek and its tributaries, calculated as defined in the revised Malibu Creek and Lagoon Bacteria TMDL, no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
<i>E. coli</i>	126/100 mL

## 2. Malibu Creek Watershed Trash TMDL

- a. Permittees subject to the provisions below are identified in Attachment K, Table K-2.
- b. Permittees shall comply with the final water quality-based effluent limitation of zero trash discharged to Malibu Creek from Malibu Lagoon to Malibou Lake, Malibu Lagoon, Malibou Lake, Medea Creek, Lindero Creek, Lake Lindero, and Las Virgenes Creek in the Malibu Creek Watershed no later than July 7, 2017 and every year thereafter.
- c. Permittees shall comply with interim and final water quality-based effluent limitations for trash discharged to the Malibu Creek, per the schedule below:

Permittees	Baseline	July 7, 2013 (80%)	July 7, 2014 (60%)	July 7, 2015 (40%)	July 7, 2016 (20%)	July 7, 2017 (0%)
	Annual Trash Discharge (gals/yr)					
Agoura Hills	1810	1448	1086	724	362	0
Calabasas	673	539	404	269	135	0
Hidden Hills	71	57	43	28	14	0
Los Angeles County	1117	894	670	447	223	0
Malibu	226	181	136	91	45	0
Westlake Village	143	114	86	57	29	0

d. Permittees shall comply with the interim and final water quality-based effluent limitations for trash in D.2.b and D.2.c above per the provisions in Part VI.E.5.

3. Malibu Creek Watershed Nutrients TMDL (USEPA established)

a. Permittees subject to the provisions below are identified in Attachment K, Table K-2.

b. Permittees shall comply with the following grouped<sup>17</sup> WLAs per the provisions in Part VI.E.3 for discharges to Westlake Lake, Lake Lindero, Lindero Creek, Las Virgenes Creek, Medea Creek, Malibu Lake, Malibu Creek and Malibu Lagoon and its tributaries. Tributaries to Malibu Creek and Lagoon, include the following upstream water bodies; Triunfo Creek, Palo Comado Creek, Cheesebro Creek, Strokes Creek and Cold Creek.

Time Period	WLA	
	Nitrate as Nitrogen plus Nitrite as Nitrogen	Total Phosphorus
	Daily Maximum	Daily Maximum
Summer (April 15 to November 15) <sup>18</sup>	8 lbs/day	0.8 lbs/day
Winter (November 16 to April 14)	8 mg/L	n/a

E. TMDLs in the Ballona Creek Subwatershed

1. Ballona Creek Trash TMDL

a. Permittees subject to the provisions below are identified in Attachment K, Table K-3.

<sup>17</sup> USEPA was unable to specifically distinguish the amounts of pollutant loads from allocation categories associated with areas regulated by the storm water permits. Therefore, allocations for storm water permits are grouped.

<sup>18</sup> The mass-based summer WLAs are calculated as the sum of the allocations for “runoff from developed areas” and “dry weather urban runoff.”

- b. Permittees shall comply with the final water quality-based effluent limitation of zero trash discharged to Ballona Creek no later than September 30, 2015 and every year thereafter.
- c. Permittees shall comply with the interim and final water quality-based effluent limitations for trash discharged to Ballona Creek, per the schedule below:

**Ballona Creek Subwatershed Trash Effluent Limitations per Storm Year<sup>19</sup>  
(pounds of drip-dry trash)**

Permittees	Baseline	Sept 30, 2012 (20%)	Sept 30, 2013 (10%)	Sept 30, 2014 (3.3%)	Sept 30, 2015 <sup>20</sup> (0%)
		Annual Trash Discharge (pounds of trash)			
Beverly Hills	70,712	14,142	7,071	2,333	0
Culver City	37,271	7,454	3,727	1,230	0
Inglewood	22,324	4,465	2,232	737	0
Los Angeles, City of	942,720	188,544	94,272	31,110	0
Los Angeles, County of	52,693	10,539	5,269	1,739	0
Santa Monica	2,579	516	258	85	0
West Hollywood	13,411	2,682	1,341	443	0

**Ballona Creek Subwatershed Trash Effluent Limitations per Storm Year<sup>19</sup>  
(gallons of uncompressed trash)**

Permittees	Baseline	Sept 30, 2012 (20%)	Sept 30, 2013 (10%)	Sept 30, 2014 (3.3%)	Sept 30, 2015 <sup>20</sup> (0%)
		Annual Trash Discharge (gallons of uncompressed trash)			
Beverly Hills	45,336	9,067	4,534	1,496	0
Culver City	25,081	5,016	2,508	828	0
Inglewood	14,717	2,943	1,472	486	0
Los Angeles, City of	602,068	120,414	60,207	19,868	0
Los Angeles, County of	32,679	6,536	3,268	1,078	0
Santa Monica	1,749	350	175	58	0
West Hollywood	9,360	1,872	936	309	0

- d. Permittees shall comply with the interim and final water quality-based effluent limitations for trash in E.1.b and E.1.c above per the provisions in Part VI.E.5.

<sup>19</sup> For purposes of the provisions in this subpart, a storm year is defined as October 1 to September 30.

<sup>20</sup> Permittees shall achieve their final water quality-based effluent limitation of zero trash discharged for the 2014-2015 storm year and every year thereafter.

**2. Ballona Creek Estuary Toxic Pollutants TMDL**

- a. Permittees subject to the provisions below are identified in Attachment K, Table K-3.
- b. Permittees shall comply with the following final water quality-based effluent limitations no later than January 11, 2021, expressed as an annual loading of sediment-bound pollutants deposited to Ballona Creek Estuary:

Constituent	Effluent Limitations	
	Annual	Units
Cadmium	8.0	kg/yr
Copper	227.3	kg/yr
Lead	312.3	kg/yr
Silver	6.69	kg/yr
Zinc	1003	kg/yr
Chlordane	3.34	g/yr
DDTs	10.56	g/yr
Total PCBs	152	g/yr
Total PAHs	26,900	g/yr

- c. Permittees shall comply with interim and final water quality-based effluent limitations for sediment-bound pollutant loads deposited to Ballona Creek Estuary, per the schedule below:

Deadline	Total Drainage Area Served by the MS4 required to meet the water quality-based effluent limitations (%)
January 11, 2013	25
January 11, 2015	50
January 11, 2017	75
January 11, 2021	100

- d. Permittees shall be deemed in compliance with the water quality-based effluent limitations in Part E.2.b by demonstrating any one of the following:
- i. Final water quality-based effluent limitations for sediment-bound pollutants deposited to Ballona Creek Estuary are met; or
  - ii. The sediment numeric targets as defined in the TMDL are met in bed sediments; or
  - iii. Concentrations of sediments discharged meet the numeric targets for sediment as defined in the TMDL.

3. Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL
- a. Permittees subject to the provisions below are identified in Attachment K, Table K-3.
- b. Water Quality-Based Effluent Limitations
- i. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Ballona Creek Estuary during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
<i>Enterococcus</i>	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

- ii. Section E.3.b.i above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Ballona Creek Estuary during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each monitoring location, calculated as defined in the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
<i>Enterococcus</i>	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

- iii. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Sepulveda Channel during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
<i>E. coli</i>	235/100 mL	126/100 mL

- iv. Section E.3.b.iii above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria

TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Sepulveda Channel during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each monitoring location, calculated as defined in the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
<i>E. coli</i>	235/100 mL	126/100 mL

- v. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Ballona Creek Reach 2 during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
<i>E. coli</i>	576/100 mL	126/100 mL

- vi. Section E.3.b.v above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Ballona Creek Reach 2 during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each monitoring location, calculated as defined in the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
<i>E. coli</i>	576/100 mL	126/100 mL

- vii. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Ballona Creek Reach 1 during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
Fecal coliform	4000/100 mL	2000/100 mL

viii. Section E.3.b.vii above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Ballona Creek Reach 1 during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each monitoring location, calculated as defined in the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitation (MPN or cfu)	
	Daily Maximum	Geometric Mean
Fecal coliform	4000/100 mL	2000/100 mL

**c. Receiving Water Limitations**

i. Permittees shall comply with the following grouped<sup>21</sup> single sample bacteria receiving water limitations for Ballona Creek Estuary; Ballona Creek Reach 2 at the confluence with Ballona Creek Estuary; Centinela Creek at the confluence with Ballona Creek Estuary; Ballona Creek Reach 2; Ballona Creek Reach 1 at the confluence with Reach 2; Benedict Canyon Channel at the confluence with Ballona Creek Reach 2; and Sepulveda Channel:

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective*		Deadline
	Daily Sampling	Weekly Sampling	
Summer Dry-Weather (April 1 to October 31)	0	0	April 27, 2013
Winter Dry-Weather (November 1 to March 31)	3	1	April 27, 2013
Wet Weather <sup>22</sup> (Year-round)	17**	3	July 15, 2021

\* Exceedance days for Ballona Creek Estuary and at the confluence with Ballona Creek Estuary based on REC-1 marine water single sample bacteria water quality objectives (WQO). Exceedance days for Ballona Creek Reach 2 and at the confluence with Ballona Creek Reach 2 based on LREC-1 freshwater single sample bacteria WQO. Exceedance days for Sepulveda Channel based on REC-1 freshwater single sample bacteria WQO.

\*\* In Ballona Creek Reach 2 and at the confluence with Reach 2, the greater of the allowable exceedance days under the reference system approach or high flow suspension shall apply.

ii. Section E.3.c.i above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria

<sup>21</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

<sup>22</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

TMDL, Permittees shall comply with the following grouped<sup>23</sup> single sample bacteria receiving water limitations for Ballona Creek Estuary; Ballona Creek Reach 2 at the confluence with Ballona Creek Estuary; and Centinela Creek at the confluence with Ballona Creek Estuary:

Time Period	Annual Allowable Exceedance Days of the REC-1 Marine Water Single Sample Bacteria Water Quality Objectives		Deadline
	Daily Sampling	Weekly Sampling	
Summer Dry-Weather (April 1 to October 31)	0	0	April 27, 2013
Winter Dry-Weather (November 1 to March 31)	9	2	April 27, 2013
Wet Weather <sup>24</sup> (Year-round)	17	3	July 15, 2021

- iii. Section E.3.c.i above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following grouped<sup>25</sup> single sample bacteria receiving water limitations for Sepulveda Channel:

Time Period	Annual Allowable Exceedance Days of the REC-1 Fresh Water Single Sample Bacteria Water Quality Objectives		Deadline
	Daily Sampling	Weekly Sampling	
Dry-Weather	5	1	April 27, 2013
Wet Weather <sup>26</sup>	15	2	July 15, 2021

- iv. Section E.3.c.i above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following grouped<sup>27</sup> single sample bacteria receiving water limitations for Ballona Creek Reach 2; Ballona Creek Reach 1 at the confluence with Reach 2; and Benedict Canyon Channel at the confluence with Ballona Creek Reach 2:

<sup>23</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

<sup>24</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

<sup>25</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

<sup>26</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

<sup>27</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

Time Period	Annual Allowable Exceedance Days of the LREC-1 Fresh Water Single Sample Bacteria Water Quality Objectives		Deadline
	Daily Sampling	Weekly Sampling	
Dry-Weather	5	1	April 27, 2013
Wet Weather <sup>28</sup>	15*	2	July 15, 2021

\* In Ballona Creek Reach 2 and at the confluence with Reach 2, the greater of the allowable exceedance days under the reference system approach or high flow suspension shall apply.

- v. Permittees shall not exceed the single sample bacteria objective of 4000/100 ml in more than 10% of the samples collected from Ballona Creek Reach 1 during any 30-day period. Permittees shall achieve compliance with this receiving water limitation during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021.
- vi. Permittees shall comply with the following geometric mean receiving water limitations for discharges to Ballona Creek Estuary; Ballona Creek Reach 2 at the confluence with Ballona Creek Estuary; and Centinela Creek at the confluence with Ballona Creek Estuary during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
<i>Enterococcus</i>	35/100 mL

- vii. Section E.3.c.vi above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following geometric mean receiving water limitations for discharges to Ballona Creek Estuary; Ballona Creek Reach 2 at the confluence with Ballona Creek Estuary; and Centinela Creek at the confluence with Ballona Creek Estuary, calculated as defined in the revised TMDL, no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
<i>Enterococcus</i>	35/100 mL

- viii. Permittees shall comply with the following geometric mean receiving water limitation for discharges to Ballona Creek Reach 2; Ballona Creek Reach 1 at

<sup>28</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

the confluence with Ballona Creek Reach 2; Benedict Canyon Channel at the confluence with Ballona Creek Reach 2; and Sepulveda Channel during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
<i>E. coli</i>	126/100 mL

- ix. Section E.3.c.viii above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following geometric mean receiving water limitation for discharges to Ballona Creek Reach 2; Ballona Creek Reach 1 at the confluence with Ballona Creek Reach 2; Benedict Canyon Channel at the confluence with Ballona Creek Reach 2; and Sepulveda Channel, calculated as defined in the revised TMDL, no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
<i>E. coli</i>	126/100 mL

- x. Permittees shall comply with the following geometric mean receiving water limitation for discharges to Ballona Creek Reach 1 during dry weather no later than April 27, 2013, and during wet weather no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Fecal coliform	2000/100 mL

- xi. Section E.3.c.x above shall not be applicable upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL (Attachment A of Resolution No. R12-008). Upon the effective date of the revised Ballona Creek, Ballona Estuary and Sepulveda Channel Bacteria TMDL, Permittees shall comply with the following geometric mean receiving water limitation for discharges to Ballona Creek Reach 1, calculated as defined in the revised TMDL, no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Fecal coliform	2000/100 mL

#### 4. Ballona Creek Metals TMDL

- a. Permittees subject to the provisions below are identified in Attachment K, Table K-3.
- b. Final Water Quality-Based Effluent Limitations

- i. Permittees shall comply with the following dry weather<sup>29</sup> water quality-based effluent limitations no later than January 11, 2016, expressed as total recoverable metals discharged to Ballona Creek and Sepulveda Channel:

Constituent	Effluent Limitation Daily Maximum (g/day)	
	Ballona Creek	Sepulveda Channel
Copper	807.7	365.6
Lead	432.6	196.1
Selenium	169	76
Zinc	10,273.1	4,646.4

- ii. In lieu of calculating loads, Permittees may demonstrate compliance with the following concentration-based water quality-based effluent limitations during dry weather<sup>30</sup> no later than January 11, 2016, expressed as total recoverable metals discharged to Ballona Creek and Sepulveda Channel:

Constituent	Effluent Limitation Daily Maximum (µg/L)
Copper	24
Lead	13
Selenium	5
Zinc	304

- iii. Permittees shall comply with the following wet weather<sup>31</sup> water quality-based effluent limitations no later than January 11, 2021, expressed as total recoverable metals discharged to Ballona Creek and its tributaries:

Constituent	Effluent Limitation Daily Maximum (g/day)
Copper	$1.70 \times 10^{-5}$ x daily storm volume (L)
Lead	$5.58 \times 10^{-5}$ x daily storm volume (L)
Selenium	$4.73 \times 10^{-6}$ x daily storm volume (L)
Zinc	$1.13 \times 10^{-4}$ x daily storm volume (L)

<sup>29</sup> Dry weather is defined as any day when the maximum daily flow in Ballona Creek is less than 40 cubic feet per second (cfs) measured at Sawtelle Avenue.

<sup>30</sup> Ibid.

<sup>31</sup> Wet weather is defined as any day when the maximum daily flow in Ballona Creek is equal to or greater than 40 cfs measured at Sawtelle Avenue.

- c. Permittees shall comply with interim and final water quality-based effluent limitations for metals discharged to Ballona Creek and its tributaries, per the schedule below:

Deadline	Total Drainage Area Served by the MS4 required to meet the water quality-based effluent limitations (%)	
	Dry weather	Wet weather
January 11, 2012	50	25
January 11, 2014	75	--
January 11, 2016	100	50
January 11, 2021	100	100

5. Ballona Creek Wetlands TMDL for Sediment and Invasive Exotic Vegetation (*USEPA established*)
- a. Permittees subject to the provisions below are identified in Attachment K, Table K-3.
- b. Permittees shall comply with the following grouped<sup>32</sup> WLA per the provisions in Part VI.E.3 for discharges of sediment into Ballona Creek Wetlands:

Constituent	Annual WLA <sup>33</sup> (m <sup>3</sup> /yr)
Total Sediment (suspended sediment plus sediment bed load)	44,615

## F. TMDLs in Marina del Rey Subwatershed

1. Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL
- a. Permittees subject to the provisions below are identified in Attachment K, Table K-3.
- b. Permittees shall comply with the following final water quality-based effluent limitations for discharges to Marina del Rey Harbor Beach and Back Basins D, E, and F during dry weather as of the effective date of this Order, and during wet weather no later than July 15, 2021:

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
Enterococcus	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

<sup>32</sup> The WLA is group-based and shared among all MS4 Permittees located within the drainage area.

<sup>33</sup> The WLA is applied as a 3-year average.

- c. Section F.1.b above shall not be applicable upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL (Attachment B of Resolution No. R12-007). Upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL, Permittees shall comply with the following daily maximum final water quality-based effluent limitations for discharges to Marina del Rey Harbor Beach and Back Basins D, E, and F during dry weather as of the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL and during wet weather no later than July 15, 2021. Permittees shall comply with the following geometric mean final water quality-based effluent limitations for each monitoring location, calculated as defined in the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL, no later than July 15, 2021.

Constituent	Effluent Limitations (MPN or cfu)	
	Daily Maximum	Geometric Mean
Total coliform*	10,000/100 mL	1,000/100 mL
Fecal coliform	400/100 mL	200/100 mL
Enterococcus	104/100 mL	35/100 mL

\* Total coliform density shall not exceed a daily maximum of 1,000/100 mL, if the ratio of fecal-to-total coliform exceeds 0.1.

d. Receiving Water Limitations

- i. Permittees shall comply with the following grouped<sup>34</sup> final single sample bacteria receiving water limitations for all monitoring stations at Marina Beach and Basins D, E, and F, except for those monitoring stations subject to the antidegradation implementation provision in the TMDL and identified in subpart iii. below, during dry weather as of the effective date of this Order and during wet weather no later than July 15, 2021.

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective (days)	
	Daily Sampling	Weekly Sampling
Summer Dry-Weather (April 1 to October 31)	0	0
Winter Dry-Weather (November 1 to March 31)	3	1
Wet Weather <sup>35</sup> (Year-round)	17	3

- ii. Section F.1.d.i above shall not be applicable upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL (Attachment B of Resolution No. R12-007). Upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria

<sup>34</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

<sup>35</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

TMDL, Permittees shall comply with the following grouped<sup>36</sup> final single sample bacteria receiving water limitations for all monitoring stations at Marina Beach and Basins D, E, and F, except for those monitoring stations subject to the antidegradation implementation provision in the TMDL and identified in subpart iv. below, during dry weather as of the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL and during wet weather no later than July 15, 2021.

Time Period	Annual Allowable Exceedance Days of the Single Sample Objective (days)	
	Daily Sampling	Weekly Sampling
Summer Dry-Weather (April 1 to October 31)	0	0
Winter Dry-Weather (November 1 to March 31)	9	2
Wet Weather <sup>37</sup> (Year-round)	17	3

iii. Permittees shall comply with the following grouped<sup>38</sup> final single sample bacteria receiving water limitations for monitoring stations in Marina del Rey subject to the antidegradation implementation provision in the TMDL as of the effective date of this Order:

		Annual Allowable Exceedance Days of the Single Sample Objective (days)					
Station ID	Monitoring Location	Summer Dry-Weather (April 1 to October 31)		Winter Dry Weather (November 1 – March 31)		Wet Weather (Year-round)	
		Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling
MdRH-9	Basin F, center of basin	0	0	3	1	8	1

iv. Section F.1.d.iii above shall not be applicable upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL (Attachment B of Resolution No. R12-007). Upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL, Permittees shall comply with the following grouped<sup>39</sup> final single sample bacteria receiving water limitations for monitoring stations in Marina del Rey subject to the antidegradation implementation provision in the TMDL as of the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL:

<sup>36</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

<sup>37</sup> Wet weather is defined as days with 0.1 inch of rain or greater and the three days following the rain event.

<sup>38</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

<sup>39</sup> The final receiving water limitations are group-based and shared among all MS4 Permittees located within the drainage area.

		Annual Allowable Exceedance Days of the Single Sample Objective (days)					
Station ID	Monitoring Location	Summer Dry-Weather (April 1 to October 31)		Winter Dry Weather (November 1 – March 31)		Wet Weather (Year-round)	
		Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling	Daily Sampling	Weekly Sampling
MdRH-9	Basin F, center of basin	0	0	9	2	8	1

- v. Permittees shall comply with the following geometric mean receiving water limitations for monitoring stations at Marina Beach and Basins D, E, and F during dry weather as of the effective date of this Order, and during wet weather no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
Enterococcus	35/100 mL

- vi. Section F.1.d.v above shall not be applicable upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL (Attachment B of Resolution No. R12-007). Upon the effective date of the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL, Permittees shall comply with the following geometric mean receiving water limitations for monitoring stations at Marina Beach and Basins D, E, and F, calculated as defined in the revised Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL, no later than July 15, 2021:

Constituent	Geometric Mean (MPN or cfu)
Total coliform	1,000/100 mL
Fecal coliform	200/100 mL
Enterococcus	35/100 mL

## 2. Marina del Rey Harbor Toxic Pollutants TMDL

- a. Permittees subject to the provisions below are identified in Attachment K, Table K-3.
- b. Permittees shall comply with the following final water quality-based effluent limitations no later than March 22, 2016<sup>40</sup>, expressed as an annual loading of pollutants associated with total suspended solids (TSS) discharged to Marina del Rey Harbor Back Basins D, E, and F:

<sup>40</sup> If an Integrated Water Resources Approach is approved by the Regional Water Board and implemented then the Permittees shall comply with the final water quality-based effluent limitations no later than March 22, 2021.

Constituent	Effluent Limitations	
	Annual	Units
Copper	2.01	kg/yr
Lead	2.75	kg/yr
Zinc	8.85	kg/yr
Chlordane	0.0295	g/yr
Total PCBs	1.34	g/yr

- c. Permittees shall comply with interim and final water quality-based effluent limitations for pollutant loads associated with TSS discharged to Marina del Rey Harbor Back Basins D, E, and F, per the schedule below:

Deadline	Total Drainage Area Served by the MS4 required to meet the effluent limitations (%)
March 22, 2014	50
March 22, 2016	100

- d. If an approved Integrated Water Resources Approach is implemented, Permittees shall comply with interim and final water quality-based effluent limitations for pollutant loads associated with TSS discharged to Marina del Rey Harbor Back Basins D, E, and F, per the schedule below:

Deadline	Total Drainage Area Served by the MS4 required to meet the effluent limitations (%)
March 22, 2013	25
March 22, 2015	50
March 22, 2017	75
March 22, 2021	100

- e. Permittees shall be deemed in compliance with the water quality-based effluent limitations in Part F.2.b by demonstrating any one of the following:
- i. Final water quality-based effluent limitations for pollutants associated with TSS discharged to Marina del Rey Harbor Back Basins D, E, and F are met; or
  - ii. The sediment numeric targets as defined in the TMDL are met in bed sediments; or
  - iii. Pollutant concentrations associated with TSS discharged meet the numeric targets for sediment as defined in the TMDL.

*PUBLIC WORKS – BUREAU OF ENGINEERING***Comment Letter 2: Joyce Dillard****Response 2-1**

The commenter states that the Draft IS/MND does not address watershed quality degradation issues. Impacts to water quality are discussed in Section IV Environmental Effects/Initial Study Checklist, Subsection 9, Hydrology and Water Quality. The proposed project would not discharge stormwater from a separate storm sewer system into the Coastal Watersheds of Los Angeles County and would not require a municipal separate storm sewer system (MS4) permit. As discussed, the proposed project would require a General Construction Activity Stormwater Permit prior to construction and would require the development and implementation of a SWPPP and BMPs, thereby minimizing impacts on water quality from construction activities to a less than significant level. The proposed project would include stormwater and drainage infrastructure that would direct storm flows to the existing municipal storm drain system during project operation. No operational water quality impact would occur.



Edmund G. Brown Jr.  
Governor

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse and Planning Unit



Ken Alex  
Director

April 1, 2016

James R Tebbetts  
City of Los Angeles  
1149 So Broadway, 6th Floor, MS 939  
Los Angeles, CA 90015

Subject: Rancho Cienega Sports Complex (Celes King III) (G922) (WO: E1907694)  
SCH#: 2016031012

Dear James R Tebbetts:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on March 30, 2016, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott Morgan".

Scott Morgan  
Director, State Clearinghouse

3-1

**Document Details Report  
State Clearinghouse Data Base**

**SCH#** 2016031012  
**Project Title** Rancho Cienega Sports Complex (Celes King III) (G922) (WO: E1907694)  
**Lead Agency** Los Angeles, City of

**Type** MND Mitigated Negative Declaration

**Description** The proposed Rancho Cienega Sports Complex Project (proposed project) includes the development of an upgraded and expanded sports complex in the City of Los Angeles Council District 10. The proposed project would construct a new indoor pool and bathhouse with a community room and fitness annex on the 2nd floor; a new indoor gymnasium with office space, a running path, and a lookout deck on the second floor.; a new tennis shop with restrooms and tennis overlook; a new stadium overlook with a concession stand, restrooms and a ticket office; installation of new driveways; and upgrades to existing parking areas. The proposed project would also renovate the existing City of Los Angeles Department of Recreation and Parks maintenance yard and building as well as the existing refuse collection. Other site improvements include upgrades to existing parking, security lighting, additional stormwater and drainage infrastructure landscaping, and hardscaping.

**Lead Agency Contact**

**Name** James R Tebbetts  
**Agency** City of Los Angeles  
**Phone** 213-485-5732 **Fax**  
**email**  
**Address** 1149 So Broadway, 6th Floor, MS 939  
**City** Los Angeles **State** CA **Zip** 90015

**Project Location**

**County** Los Angeles  
**City** Los Angeles, City of  
**Region**  
**Lat / Long** 30° 01' 22" N / 118° 21' 04" W  
**Cross Streets** North of Rodeo Road, East of South La Brea Avenue, West of Farmdale Avenue  
**Parcel No.** 5046013900  
**Township** 2S **Range** 14W **Section** **Base** SBBM

**Proximity to:**

**Highways** I-10, SR-187  
**Airports**  
**Railways** LA Metro Expo Line  
**Waterways** Ballona Creek  
**Schools** 10+ Dorsey HS to east  
**Land Use** Countywide Plan

**Project Issues** Archaeologic-Historic; Air Quality; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Noise; Public Services; Recreation/Parks; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Landuse

**Reviewing Agencies** Resources Agency; Department of Fish and Wildlife, Region 5; Department of Parks and Recreation; Office of Historic Preservation; Department of Water Resources; California Highway Patrol; Caltrans, District 7; Air Resources Board; Regional Water Quality Control Board, Region 4; Department of Toxic Substances Control; Native American Heritage Commission; Public Utilities Commission

**Date Received** 03/01/2016 **Start of Review** 03/01/2016 **End of Review** 03/30/2016

*PUBLIC WORKS – BUREAU OF ENGINEERING***Comment Letter 3: State Clearinghouse****Response 3-1**

This comment acknowledges that the City of Los Angeles, Department of Public Works, Bureau of Engineering complied with the State Clearinghouse public review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. No further response to this comment is required.



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

April 4, 2016

James R. Tebbetts  
City of Los Angeles, Department of Public Works  
Bureau of Engineering  
1149 S. Broadway, Suite 600, Mail Stop 939  
Los Angeles, CA 90015

**RE: Rancho Cienega Sports Complex Project-Mitigated Negative Declaration-City of Los Angeles**

Dear Mr. Tebbetts:

Thank you for the opportunity to comment on the Mitigated Negative Declaration for the proposed Rancho Cienega Sports Complex project located at 5001 Rodeo Road in the City of Los Angeles. The proposed project consists of the development of an upgraded and expanded sports complex. The proposed project would construct a new 30,000 square-foot sports complex that would include a new indoor and bathhouse with a community room and fitness annex on the second floor; a new indoor gymnasium with office space, a running path, and a lookout deck on the second floor; a new tennis shop with restrooms and tennis overlook; a new stadium overlook with a concession stand, restrooms and a ticket office; installation of new driveways; and upgrades to existing parking areas. The proposed project would also renovate the existing City of Los Angeles Department of Recreation and Parks (RAP) maintenance yard and building as well as the existing refuse collection. Other site improvements include upgrades to existing parking, security lighting, additional storm water and drainage infrastructure, landscaping, and hard-scaping. This letter conveys recommendations from the Los Angeles County Metropolitan Transportation Authority (LACMTA) concerning issues that are germane to our agency's statutory responsibility in relation to our facilities and services that may be affected by the proposed project.

4-1

Metro bus line 105 operates on Rodeo Road and West Martin Luther King Jr. Boulevard, adjacent to the proposed project. Although the project is not expected to result in any long-term impacts on transit, the developer should be aware of the bus services that are present. Please contact Metro Bus Operations Control Special Events Coordinator at 213-922-4632 regarding construction activities that may impact Metro bus lines at least 30 days in advance of initiating construction activities. For closures that last more than six months, Metro's Stops and Zones Department will also need to be notified at 213-922-5188, 30 days in advance of initiating construction activities. Other municipal bus operators may also be impacted and should be included in construction outreach efforts.

4-2

It is noted that the northern boundary of the site of the project is adjacent to the Exposition Light Rail Line Railroad Right-of-Way (ROW). The following concerns related to the project's proximity to the ROW should be addressed:

4-3

1. The project sponsor is advised that the Metro Expo light rail currently operates weekday peak service as often as every five minutes in both directions and that trains may operate, in and

- out of revenue service, 24 hours a day, seven days a week, in the ROW proximate to the proposed project.
2. Considering the proximity of the proposed project to the railroad ROW, the Metro Expo light rail line will produce noise, vibration and visual impacts. A recorded Noise Easement Deed in favor of LACMTA is required, a form of which is attached. In addition, any noise mitigation required for the project must be borne by the developers of the project and not LACMTA. The easement recorded in the Deed will extend to successors and tenants as well. 4-3 (cont'd)
  3. The project sponsor should notify LACMTA of any changes to the construction/building plans that may impact the use of the ROW.
  4. There shall be no encroachment onto the railroad ROW. If access is necessary for the applicant or its contractor to enter the ROW during construction, a temporary right-of entry agreement must be obtained from LACMTA. Contact Velma Marshall, Deputy Executive Officer of Real Estate, at 213-922-2415 for right-of-entry permits. 4-4
  5. Considering the proposed project's proximity at this location, the project sponsor should be advised that construction activities will not be allowed to impact LACMTA property and equipment. Permits for special operations including the use of a pile driver or any other equipment that could come into close proximity to the OCS must be obtained at least one week prior to the start of construction. In addition, any future work affecting the north side of the proposed project, including but not limited to signage/advertisement installation, or any other maintenance work within ten feet of the OCS will require a track allocation permit. Permits allowing for single tracking or a power shutdown must be obtained at least two weeks prior to the start of construction. The contractor should contact the following people regarding track allocation and/or special operation permits: Chol Kim, Rail Operations Assistant Manager at 323-563-5010. Or, the On-Duty Rail Operations Control Center Floor Manager at 323-563-5022. 4-5
  6. During construction, a protection barrier of acceptable material shall be constructed to cover the full height of the building to prevent objects, material, or debris from falling onto the Metro ROW or contacting the electrified OCS and support structures. 4-6
  7. OCS wire overhead should be treated like any high voltage electrical utility wire on any construction site. Proper signage should be posted for equipment working in and around the wires. 4-7
  8. The cross span wires, attached directly to the pole, will not require additional electrical clearance because they will be properly insulated from the contact wire over the tracks. 4-8
  9. **Consistent with Zoning Information No. ZI 1117**, prior to the City issuing a building permit within 100 feet of the Metro Rail construction area, clearance shall be obtained from LACMTA. LACMTA will need to review engineering drawings and calculations. Please refer to the attached LACMTA "Design Criteria and Standards, Volume III - Adjacent Construction Design Manual" (attached) for more details regarding submitting drawings and calculations to LACMTA for review. Please note that LACMTA requires an Engineering Review Fee for evaluation of any impacts based on adjacency and relationship of the proposed building to the Metro existing structures. For more information, please contact Aspet Davidian at 213-922-5258 / [DavidianA@metro.net](mailto:DavidianA@metro.net) or Than Win at 213-922-1405 / [WinT@metro.net](mailto:WinT@metro.net). 4-9



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY  
Real Estate Department  
Deputy Executive Officer - Real Estate  
P: 213-922-2415 F: 213-922-2400  
One Gateway Plaza, Mail Stop 99-18-4  
Los Angeles, CA 90012-2932

Space Above Line for Recorder's Use

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[Recordation of this Public Document is Exempt from all Recording Fees and Taxes Pursuant to Government Code Section 6103]

Public Agency - No Tax Statement

**NOISE EASEMENT DEED**

For valuable consideration, receipt of which is hereby acknowledged, **(Name of Owner)**, a \_\_\_\_\_, for themselves, their heirs, administrators, executors, successors, assigns, tenants, and lessees do hereby grant, bargain, sell, and convey to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the laws of the State of California ("Grantee"), its successors and assigns, for the use and benefit of the public and its employees, a perpetual, assignable easement in that certain real property in the City of Los Angeles, County of Los Angeles, State of California described in Exhibit "A" attached hereto and incorporated herein by this reference,

Said easement shall encompass and cover the entirety of the Grantors' Property having the same boundaries as the described Property and extending from the sub-surface upwards to the limits of the atmosphere of the earth, the right to cause in said easement area such noise, vibrations, fumes, dust, fuel particles, light, sonic disturbances, and all other effects that may be caused or may have been caused by the operation of public transit vehicles traveling along the Project right of way.

Grantor hereby waives all rights to protest, object to, make a claim or bring suit or action of any purpose, including or not limited to, property damage or personal injuries, against Grantee, its successors and assigns, for any necessary operating and maintenance activities and changes related to the Project which may conflict with Grantors' use of Grantors' property for residential and other purposes, and Grantors hereby grants an easement to the Grantee for such activities.

The granting of said Easement shall also establish the Grantors' right to further modify or develop the Property for any permitted use. However, Grantor's rights of development shall not interfere with the continued operation of Grantee's Project.

It is understood and agreed that these covenants and agreements shall be permanent, perpetual, will run with the land and that notice shall be made to and shall be binding upon all heirs, administrators, executors, successors, assigns, tenants and lessees of the Grantor. The Grantee is hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the undersigned has caused its/their signature to be affixed this day of \_\_\_\_\_, 20\_\_\_\_

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

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

(ATTACH NOTARY SEAL AND CERTIFICATE HERE.)

**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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_

*Date*

*Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_

*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 \_\_\_\_\_

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



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in the real property conveyed by the foregoing Grant Deed from \_\_\_\_\_, a **California Limited Partnership**, ("Grantor") to **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the laws of the State of California ("LACMTA"), is hereby accepted by the undersigned on behalf of the LACMTA pursuant to authority conferred by resolution of the Board of Directors of the LACMTA, and the Grantee hereby consents to the recordation of this Deed by its duly authorized officer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Velma C. Marshall  
Deputy Executive Officer - Real Estate

## ADJACENT CONSTRUCTION DESIGN MANUAL

### 1.0 INTRODUCTION

- 1.1 Parties planning construction over, under or adjacent to a Metropolitan Transportation Authority (MTA) facility or structure are advised to submit for review seven (7) copies of their drawings and four (4) copies of their calculations showing the relationship between their project and the MTA facilities, for MTA review. The purpose of the MTA review is to reduce the chance of conflict, damage, and unnecessary remedial measures for both MTA and the parties. Parties are defined as developers, agencies, municipalities, property owners or similar organizations proposing to perform or sponsor construction work near MTA facilities.
- 1.2 Sufficient drawings and details shall be submitted at each level of completion such as Preliminary, In-Progress, Pre-final and Final, etc. to facilitate the review of the effects that the proposed project may or may not have on the MTA facilities. An MTA review requires internal circulation of the construction drawings to concerned departments (usually includes Construction, Operations, Maintenance, and Real Estate). Parties shall be responsible for all costs related to drawing reviews by MTA. MTA costs shall be based upon the actual hours taken for review at the hourly rate of pay plus overhead charges. Drawings normally required for review are:
- A. Site Plan
  - B. Drainage Area Maps and Drainage Calculations
  - C. Architectural drawings
  - D. Structural drawings and calculations
  - E. Civil Drawings
  - F. Utility Drawings
  - G. Sections showing Foundations and MTA Structures
  - H. Column Load Tables
  - I. Pertinent Drawings and calculations detailing an impact on MTA facilities
  - J. A copy of the Geotechnical Report.
  - K. Construction zone traffic safety and detour plans: Provide and regulate positive traffic guidance and definition for vehicular and pedestrian traffic adjacent to the construction site to ensure traffic safety and reduce adverse traffic circulation impact.
  - L. Drawings and calculations should be sent to:

**MTA Third Party Administration (Permits Administration)**  
**Los Angeles County Metropolitan Transportation Authority**  
 One Gateway Plaza  
 Los Angeles, California 90012

- 1.3 If uncertainty exists on the possible impacts a project may have on the MTA facilities, and before submitting a formal letter requesting a review of a construction project adjacent to the Metro System, the party or his agent may contact the MTA Third Party Administrator (Permits ). The Party shall review the complexity of the project, and receive an informal evaluation of the amount of detail required for the MTA review. In those cases, whereby it appears the project will present no risk to MTA, the Third Party Administrator (Permits) shall immediately route the design documents to Construction, Operations, Maintenance, and Real Estate departments for a preliminary evaluation. If it is then confirmed that MTA risk is not present, the Administrator shall process an approval letter to the party.
- 1.4 A period of 30 working days should be allowed for review of the drawings and calculations. Thirty (30) work days should be allowed for each successive review as required. It is noted that preliminary evaluations are usually produced within 5 working days.
- 1.5 The party shall reimburse the MTA for any technical review or support services costs incurred that are associated with his/her request for access to the Metro Rail System
- 1.6 The following items must be completed before starting any construction:
- A. Each part of the project's design may be reviewed and approved by the MTA. The prime concern of the MTA is to determine the effect of the project on the MTA structure and its transit operations. A few of the other parts of a project to be considered are overhead protection, dust protection, dewatering, and temporary use of public space for construction activities.
  - B. Once the Party has received written acceptance of the design of a given project then the Party must notify MTA prior to the start of construction, in accordance with the terms of acceptance.
- 1.7 Qualified Seismic, Structural and Geotechnical Oversight
- The design documents shall note the name of the responsible Structural Engineer and Geotechnical Engineer, licensed in the State of California.

## 2.0 REVIEW PROCEDURE

- 2.1 All portions of any proposed design that will have a direct impact on an MTA facility or structure will be reviewed to assure that the MTA facility or structure is not placed in risk at any time, and that the design meets all applicable codes and criteria. Any portion of the proposed design that is to form part of an MTA controlled area shall be designed to meet the MTA Design Criteria and Standards.
- 2.2 Permits, where required by the local jurisdiction, shall be the responsibility of the party. City of L.A. Dept. of Bldg. and Safety and the Bureau of Engineering permit review shall remain in effect. Party shall refer to MTA Third Party Administration policies and procedures, THD5 for additional information.
- 2.3 Monitoring of the temporary support of excavation structures for adjacent construction shall be required in all cases for excavations within the geotechnical zone of influence of MTA structures. The extent of the monitoring will vary from case to case.
- 2.4 Monitoring of the inside of MTA tunnels and structures shall be required when the adjacent

excavation will unload or load the MTA structure or tunnel. Monitoring of vertical and horizontal distortions will include use of extensometers, inclinometers, settlement reference points, tiltmeters, groundwater observation wells, tape extensometer anchor points and load cells, as appropriately required. Acceptable limits of movement will depend on groundwater conditions, soil types and also the length of service the stations and tunnels have gone through. Escorts will be required for the survey parties entering the Metro operating system in accordance with MTA Operating Rules and Procedures. An MTA account number will be established and the costs for the escort monitoring and surveying service will be billed directly to the party or his agent as in section 1.2.

- 2.5 The calculations submitted for review shall include the following:
- A. A concise statement of the problem and the purpose of the calculation.
  - B. Input data, applicable criteria, clearly stated assumptions and justifying rationale.
  - C. References to articles, manuals and source material shall be furnished with the calculations.
  - D. Reference to pertinent codes and standards.
  - E. Sufficient sketches or drawing references for the work to be easily understood by an independent reviewer. Diagrams indicating data (such as loads and dimensions) shall be included along with adequate sketches of all details not considered standard by MTA.
  - F. The source or derivation of all equations shall be shown where they are introduced into the calculations.
  - G. Numerical calculations shall clearly indicate type of measurement unit used.
  - H. Identify results and conclusions.
  - I. Calculations shall be neat, orderly, and legible.
- 2.6 When computer programs are used to perform calculations, the following information shall accompany the calculation, including the following:
- A. Program Name.
  - B. Program Abstract.
  - C. Program Purpose and Applications.
  - D. Complete descriptions of assumptions, capabilities and limitations.
  - E. Instructions for preparing problem data.
  - F. Instructions for problem execution.
  - G. List (and explanation) of program acronyms and error messages.
  - H. Description of deficiencies or uncorrected errors.
  - I. Description of output options and interpretations.

**MTA DESIGN CRITERIA****ADJACENT CONSTRUCTION DESIGN MANUAL**

- J. Sample problem(s), illustrating all input and output options and hardware execution statements. Typically, these problems shall be verified problems.
  - K. Computer printout of all supporting calculations.
  - L. The "User's Manual" shall also include a certification section. The certification section shall describe the methods and how they cover the permitted options and uses of the program.
- 2.7 Drawings shall be drawn, to scale, showing the location and relationship of proposed adjacent construction to existing MTA structures at various stages of construction along the entire adjacent alignment. The stresses and deflections induced in the existing MTA structures should be provided.
  - 2.8 The short-term and long-term effects of the new loading due to the adjacent construction on the MTA structures shall be provided. The soil parameters and other pertinent geotechnical criteria contained in existing contract documents for the affected structure, plus any additional conditions shall be used to analyze the existing MTA structures.
  - 2.9 MTA structures shall be analyzed for differential pressure loadings transferred from the adjacent construction site.

**3.0 MECHANICAL CRITERIA**

- 3.1 Existing services to MTA facilities, including chilled water and condenser water piping, potable and fire water, storm and sanitary sewer, piping, are not to be used, interrupted nor disturbed without written approval of MTA.
- 3.2 Surface openings of ventilation shafts, emergency exits serving MTA underground facilities, and ventilation system openings of surface and elevated facilities are not to be blocked or restricted in any manner. Construction dust shall be prevented from entering MTA facilities.
- 3.3 Hot or foul air, fumes, smoke, steam, etc., from adjacent new or temporary facilities are not to be discharged within 40 feet of existing MTA ventilation system intake shafts, station entrances or portals. Tunnel ventilation shafts are both intake and discharge structures.
- 3.4 Clear access for the fire department to the MTA fire department connections shall be maintained at all times. Construction signs shall be provided to identify the location of MTA fire department connections. No interruption to fire protection water service will be permitted at any time.
- 3.5 Modifications to existing MTA mechanical systems and equipment, including ventilation shafts, required by new connections into the MTA System, shall only be permitted with prior review and approval by MTA. If changes are made to MTA property as built drawings shall be provided reflecting these changes.

At the option of MTA, the adjacent construction party shall be required to perform the field tests necessary to verify the adequacy of the modified system and the equipment performance. This verification shall be performed within an agreed time period jointly determined by MTA and the Party on a case by case basis. Where a modification is approved, the party shall be held responsible to maintain original operating capacity of the equipment and the system impacted by the modification.

## 4.0 OPERATIONAL REQUIREMENTS

### 4.1 GENERAL

- A. Normal construction practices must be augmented to insure adequate safety for the general public entering Metro Stations and riding on Metro Trains and Buses. Design of a building, structure, or facility shall take into account the special safety considerations required for the construction of the facility next to or around an operating transit system.
- B. Projects which require working over or adjacent to MTA station entrances shall develop their construction procedures and sequences of work to meet the following minimum requirements:
  - 1. Construction operations shall be planned, scheduled and carried out in a way that will afford the Metro patrons and the general public a clean, safe and orderly access and egress to the station entrance during revenue hours.
  - 2. Construction activities which involve swinging a crane and suspended loads over pedestrian areas, MTA station entrances and escalators, tracks or Metro bus passenger areas shall not be performed during revenue hours. Specific periods or hours shall be granted on a case-by-case basis.
  - 3. All cranes must be stored and secured facing away from energized tracks, when appropriate.
  - 4. All activity must be coordinated through the MTA Track Allocation process in advance of work activity.

### 4.2 OVERHEAD PROTECTION - Station Entrances

- A. Overhead protection from falling objects shall be provided over MTA facilities whenever there is possibility, due to the nature of a construction operation, that an object could fall in or around MTA station entrances, bus stops, elevators, or areas designed for public access to MTA facilities. Erection of the overhead protection for these areas shall be done during MTA non-revenue hours.
  - 1. The design live load for all overhead protection shall be 150 pounds per square foot minimum. The design wind load on the temporary structures shall be 20 pounds per square foot, on the windward and leeward sides of the structure.
  - 2. The overhead protection shall be constructed of fire rated materials. Materials and equipment shall not be stored on the completed shield. The roof of the shield shall be constructed and maintained watertight.
- B. Lighting in public areas and around affected MTA facilities shall be provided under the overhead protection to maintain a minimum level of twenty-five (25) footcandles at the escalator treads or at the walking surface. The temporary lighting shall be maintained by the Party.

- C. Wooden construction fencing shall be installed at the boundary of the areas with public access. The fencing shall be at least eight-feet high, and shall meet all applicable code requirements.
- D. An unrestricted public access path shall be provided at the upper landing of the entrance escalator-way in accordance with the following:
  - 1. A vertical clearance between the walking surface and the lowest projection of the shield shall be 8'-0".
  - 2. A clear pedestrian runoff area extending beyond the escalator newel shall be provided, the least dimension of which shall be twenty (20) feet.
  - 3. A fifteen (15) foot wide strip (other than the sidewalk) shall be maintained on the side of the escalator for circulation when the escalator is pointed away from a street corner.
  - 4. A clear path from any MTA emergency exit to the public street shall be maintained at all times.
- E. Temporary sidewalks or pedestrian ways, which will be in use more than 10 days, shall be constructed of four (4") inch thick Portland cement concrete or four(4") inches of asphaltic concrete placed and finished by a machine.

#### 4.3 OVERHEAD PROTECTION - Operating Right-of-Way Trackage

- A. MTA Rail Operations Control Center shall be informed of any intent to work above, on, or under the MTA right-of-way. Crews shall be trained and special flagging operations shall be directed by MTA Rail Operations Control Center. The party shall provide competent persons to serve as Flaggers. These Flaggers shall be trained and certified by MTA Rail Operations prior to any work commencing. All costs incurred by MTA shall be paid by the party.
- B. A construction project that will require work over, under or adjacent to the at grade and aerial MTA right-of-way should be aware that the operation of machinery, construction of scaffolding or any operation hazardous to the operation of the MTA facility shall require that the work be done during non-revenue hours and authorized through the MTA Track Allocation process.
- C. MTA flagmen or inspectors from MTA Operations shall observe all augering, pile driving or other work that is judged to be hazardous. Costs associated with the flagman or inspector shall be borne by the Party.
- D. The party shall request access rights or track rights to perform work during non-revenue hours. The request shall be made through the MTA Track Allocation process.-

#### 4.4 OTHER METRO FACILITIES

- A. Access and egress from the public streets to fan shafts, vent shafts and emergency exits must be maintained at all times. The shafts shall be protected from dust and debris. See

Exhibit A for details.

- B. Any excavation in the vicinity of MTA power lines feeding the Metro System shall be through hand excavation and only after authorization has been obtained through the MTA Track Allocation process. MTA Rail Operations Control Center shall be informed before any operations commences near the MTA power system.
- C. Flammable liquids shall not to be stored over or within 25 feet horizontally of MTA underground facilities. If installed within 25 to 100 feet horizontally of the structure, protective encasement of the tanks shall be required in accordance with NFPA STD 130. Existing underground tanks located within 100 feet horizontally of MTA facilities and scheduled to be abandoned are to be disposed of in accordance with Appendix C of NFPA STD 130. NFPA STD 130 shall also be applied to the construction of new fuel tanks.
- D. Isolation of MTA Facilities from Blast

Subsurface areas of new adjacent private buildings where the public has access or that cannot be guaranteed as a secure area, such as parking garages and commercial storage and warehousing, will be treated as areas of potential explosion. NFPA 130, Standard for Fixed Guideway Transit Systems, life safety separation criteria will be applied that assumes such spaces contain Class I flammable, or Class II or Class III Combustible liquids. For structural and other considerations, isolation for blast will be treated the same as seismic separation, and the more restrictive shall be applied.

- E. **Any proposed facility that is located within 20 feet radius of an existing Metro facility will require a blast and explosion study and recommendations to be conducted by a specialist who is specialized in the area of blast force attenuation. This study must assess the effect that an explosion in the proposed non-Metro facility will have on the adjacent Metro facility and provide recommendations to prevent any catastrophic damage to the existing Metro facility. Metro must approve the qualifications of the proposed specialist prior to commencement of any work on this specialized study.**

#### 4.5 SAFETY REGULATIONS

- A. Comply with Cal/OSHA Compressed Air Safety Orders Title 8, Division 1, Chapter 4, Subchapter 3. Comply with California Code of Regulations Title 8, Title 29 Code of Federal Regulations; and/or the Construction Safety and Health Manual ( Part F ) of the contract whichever is most stringent in regulating the safety conditions to be maintained in the work environment as determined by the Authority. The Party recognizes that government promulgated safety regulations are minimum standards and that additional safeguards may be required
- B. Comply with the requirements of Chemical Hazards Safety and Health Plan, (per 29 CFR 1910.120 entitled, ( Hazardous Waste Operations and Emergency Response) with respect to the handling of hazardous or contaminated wastes and mandated specialty raining and health screening.
- C. Party and contractor personnel while within the operating MTA right-of-way shall

coordinate all safety rules and procedures with MTA Rail Operations Control Center.-

- D. When support functions and electrical power outages are required, the approval MUST be obtained through the MTA Track Allocation procedure. Approval of the support functions and power outages must be obtained in writing prior to shutdown.

## 5.0 CORROSION

### 5.1 STRAY CURRENT PROTECTION

- A. Because stray currents may be present in the area of the project, the Party shall investigate the site for stray currents and provide the means for mitigation when warranted.
- B. Installers of facilities that will require a Cathodic Protection (CP) system must coordinate their CP proposals with MTA. Inquiries shall be routed to the Manager, Third Party Administration.
- C. The Party is responsible for damage caused by its contractors to MTA corrosion test facilities in public right-of-way.

**End of Section**

**SECTION 01 35 14****OPERATING SYSTEM INTERFACE****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Metro Rail Operations Instructions for Track Allocation/Work Permit Process.

**1.02 RELATED SECTIONS**

- A. Section 01 35 23: Worksite Safety Requirements
- B. Section 01 35 53: Worksite Security Requirements

**1.03 REFERENCES**

- A. Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926 (FED/OSHA);
- B. Title 8 California Code of Regulations (CAL/OSHA);
- C. Title 26 California Code of Regulations (CAL/EPA);

**1.04 QUALITY ASSURANCE (Not Used)****1.05 SUBMITTALS (Not Used)****1.06 DEFINITIONS**

- A. Metro Operating System: Facilities, equipment and installations that are essential for normal revenue operation, including the Metro trackway and equipment therein, traction power facilities, train control rooms, communications equipment, ventilation equipment, and other equipment and elements of infrastructure essential for normal revenue operation.
- B. Revenue Hours: Hours during which passenger carrying trains operate as defined by the current schedule and which may be modified by Operations Control Center (OCC).

**1.07 WORK ON EXISTING RIGHT OF WAY**

- A. In addition to any other requirements of the Contract Documents, construction of this Project will be coordinated with revenue service operations of the LA Metro's Rail Transit System (Metro Rail Operations Control Department). Metro Rail Operations operating conditions are in effect and rail vehicles will be in revenue service daily from approximately 3:30 a.m. continuous until approximately 1:30 a.m. the next day, seven

days a week. Contractor shall obtain and become familiar with the current "Daily Metro Rail Operations Schedule" and any revisions issued during the term of this Contract.

- B. Contractor will cause all Work to be performed with regard to time, place and manner so that Metro Rail Operations scheduled revenue service is not disrupted unless expressly provided otherwise herein. All work performed by Contractor or its subcontractors of any tier in the vicinity of the existing track and facilities shall be in accordance with Metro Rail Operations Instructions for Track Allocation/Work Permit Process as outlined in Attachment A to this specification.
- C. It is Contractor's responsibility to apply for and secure the Track Allocation/Work Permit for each and every shift of Limited or Full Access construction, as defined below. If Contractor fails to comply with this requirement, and/or if Contractor or its subcontractors of any tier violate the terms of the Track Allocation Permit, Metro will issue a Stop Work Order to Contractor. The Stop Work Order will be in effect until such time as a Track Permit is secured and/or the violation is corrected. Any delays or costs associated with this requirement shall be borne by Contractor. The Contractor will provide all safety measures and personnel required by Metro. This includes adhering to all wayside protection rules and requirements.
- D. During hours of revenue service, Contractor and/or its subcontractors of any tier will be allowed Limited Access to any track area with Metro Rail Operations revenue service operations through the Project site. Limited Access construction is defined as work more than 10-feet from centerline of the operating track, or any work that includes equipment within 10-feet of the Overhead Contact System or Third Rail. Limited Access construction shall be coordinated daily with Metro Rail Operations through the Track Permit procedure. Contractor shall comply with National and State regulations and Metro Rules and Procedures at all times. Contractor personnel are forbidden to use cell phones within 10 feet of any active track. Violation may result in immediate and permanent removal of violating personnel from the Project.
- E. During the hours when Metro Rail Operations is not in operation, approximately 1:30 a.m. to 3:30 a.m. daily, Contractor and/or its subcontractors of any tier may be permitted access to the existing track and facilities in the construction area, depending upon availability of resources and the needs of other work, such as train testing and maintenance. Any Work performed on the existing track structure and facilities during Non-Revenue hours will be restored by Contractor to complete operating conditions prior to the resumption of scheduled revenue service. Work shall be coordinated each and every time with Metro Rail Operations through the Track Allocation Permit procedures.
- F. Contractor and its subcontractors, regardless of tier, shall not perform any Work that will require an unscheduled disruption of service at any time. All Work shall be performed with sufficient labor, materials, and standby equipment to ensure that unscheduled service disruptions do not occur.

## **1.08 SAFETY REQUIREMENTS**

- A. Comply with Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926 (FED/OSHA); Title 8 California Code of Regulations (CAL/OSHA); Title 26 California Code of Regulations (CAL/EPA); and any additional Project site rules Metro imposes

pertaining to safety, health, fire and environmental protection identified within the Project Safety Plan; trade association safety standards; and equipment and materials instructions including material safety data sheet, if any. In the event standards conflict, the standard providing the highest degree of protection will prevail.

- B. Metro Safety training will be required for all Contractor personnel associated with the construction of any segment that requires Track Allocation/Work Permits. Contractor is solely responsible for compliance with all Federal Railroad Administration training requirements. Contractor shall take special precautions necessary to provide safe conditions for persons working in proximity to Metro's rail operations.

#### **1.09 COOPERATION WITH METRO RAIL OPERATIONS**

- A. Metro Rail Operations staff will communicate directly with Contractor if conditions deemed to be an emergency exist. Under emergency conditions, life or property is in immediate danger of loss. Should an emergency condition occur, Contractor shall follow the directions of Metro Rail Operations staff without hesitation.
- B. The application for issuance of Track Allocation/Work Permits where necessary to safe-out electrical equipment or overhead catenary, shall be coordinated directly between Contractor and Metro Rail Operations Control staff. Contractor shall maintain the Track Allocation/Work Permit documentation at the work site. Failure to produce the required documentation when requested will result in the cessation of Work until the documentation is produced. No exceptions will be allowed, and the time for completion will not be extended if Work is stopped for the foregoing reason.
- C. Failure to complete the work within the allocated timeframe and hand the tracks back to Metro for safe revenue service is a serious violation of this Contract. Metro shall assign liquidated damages of up to \$3,000 per hour to be compensated by the Contractor for bus-bridging service.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 35 14**

*PUBLIC WORKS – BUREAU OF ENGINEERING***Comment Letter 4: Los Angeles County Metropolitan Transportation Authority****Response 4-1**

This comment includes introductory remarks and background information, and does not state a specific concern or question regarding the adequacy of the environmental impact analysis in the Draft IS/MND. No further response to this comment is required.

**Response 4-2**

The City is aware of the Metro bus line operations adjacent to the proposed project site and would coordinate with LACMTA during and prior to construction activities, as needed, to ensure that existing bus line operations are maintained.

**Response 4-3**

The proximity of the railroad right-of-way (Metro Expo Rail Line) has been taken into account in the Draft IS/MND analysis as part of the existing environment. The proposed facilities would be located over 600 feet away from the existing Metro Expo Rail Line and are not expected to impact Metro Expo Rail Line operations. The Final Environmental Impact Report/Environmental Impact Statement for the construction of the Metro Expo Rail Line indicates that noise, vibration, and visual impacts would not occur at Rancho Cienega Sports Park. As the Metro Expo Rail Line is an existing light rail line and Rancho Cienega Sports Park is an existing park, a recorded Noise Easement Deed is not required.

**Response 4-4**

The proximity of the railroad right-of-way (Metro Expo Rail Line) has been taken into account in the Draft IS/MND analysis as part of the existing environment. The proposed facilities would be located a sufficient distance away from the existing light rail line and are not expected to impact use of the LACMTA right-of-way. The City would coordinate with LACMTA, as needed, if construction building plans change, or right-of-entry permits are required.

**Response 4-5**

Impacts to LACMTA property are not anticipated and no encroachment is expected as part of the implementation of the proposed project. The proposed facilities would be located a sufficient distance away from the Metro Expo Rail Line. Per Federal Highway Administration standards, noise level impacts for use of equipment, such as pile drivers, are typically measured at a distance at 50 feet away. The Expo Line is located over 600 feet away from the proposed buildings; therefore, permits for special operations would not be required and impacts to the overhead catenary system are not anticipated.

**Response 4-6**

No new buildings are proposed to be constructed adjacent to the Metro Expo Rail Line.

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The proposed facilities would be located a sufficient distance away from the Metro Expo Rail Line, and no objects, materials, or debris would fall onto or come into contact with the LACMTA right-of-way.

**Response 4-7**

The City will display proper signage in the event that equipment related to construction of the proposed project is required to work in areas located near the overhead catenary system.

**Response 4-8**

This requirement for cross span wires is not applicable to this proposed project. No further response to this comment is required.

**Response 4-9**

The proposed facilities would be located over 600 feet away from the Metro Expo Rail Line; therefore, this requirement is not applicable to this proposed project. No further response to this comment is required.

**Response 4-10**

This comment states that, during the construction of the proposed project, LACMTA staff shall be permitted to monitor construction activity to ascertain any potential impacts to the right-of-way. The City will coordinate with LACMTA prior to and during the proposed project construction regarding any monitoring required by LACMTA.

**Response 4-11**

This comment includes advisory information and does not state a specific concern or question regarding the adequacy of the environmental impact analysis in the Draft IS/MND. No further response to this comment is required.

**Rancho Cienega Sports Complex Project  
Initial Study/Mitigated Negative Declaration**

**APPENDICES**

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**APPENDIX A**

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**Air Quality and Greenhouse Gas Analysis  
Technical Memorandum**





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## Technical Memorandum

To	Ohaji Abdallah, James Tebbetts, City of Los Angeles	Page	1
CC	Fareeha Kibriya, AECOM		
Subject	Rancho Cienega Sports Complex Air Quality and Greenhouse Gas Analysis		
From	Jason Paukovits, AECOM		
Date	December 14, 2015		

AECOM has prepared this technical memorandum to assess the potential air quality and greenhouse gas (GHG) impacts related to construction and operation of the Rancho Cienega project. The analysis of the project's air quality impacts is consistent with guidance from the South Coast Air Quality Management District (SCAQMD) and City of Los Angeles California Environmental Quality Act (CEQA) Guidelines.

### Project Description

The proposed Rancho Cienega Sports Complex Project (proposed project) includes the development of a new sports complex in the City of Los Angeles Council District 10. The proposed project would construct a new 30,000 square-foot sports complex that would include a new indoor pool and bathhouse with a community room and weight room on the second floor; a new indoor gymnasium with office space, a running path, and a lookout deck on the second floor; a new tennis shop with restrooms and tennis overlook; a new stadium overlook with a concession stand, restrooms and a ticket office; and installation of new driveways and parking. The proposed project would also renovate the existing City of Los Angeles Department of Recreation and Parks (LARAP) maintenance yard and building. Other site improvements include upgrades to existing parking, security lighting, additional stormwater and drainage infrastructure, landscaping, and hardscaping.

### Thresholds of Significance

According to the City of Los Angeles CEQA guidelines, a significant impact related to air quality would occur if implementation of the project would:

- conflict with or obstruct implementation of the applicable air quality plan,
- violate any air quality standard or contribute substantially to an existing or projected air quality violation,
- result in cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard,
- expose sensitive receptors to substantial pollutant concentrations,
- create objectionable odors affecting a substantial number of people.

This section determines whether the potential impacts from construction and operation of the proposed project would result in a significant impact. If the proposed project would exceed the applicable threshold and result in a potentially significant impact, mitigation measures are required to reduce the potential impact to below a level of significance.



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### **Would the project conflict with or obstruct implementation of the applicable air quality plan?**

The SCAQMD monitors air quality within the project area and the South Coast Air Basin, which includes Orange County and portions of Los Angeles, Riverside, and San Bernardino counties. The South Coast Air Basin is bounded by the Pacific Ocean to the west; the San Gabriel, San Bernardino and San Jacinto mountains to the north and east; and the San Diego County line to the south.

Air quality plans describe air pollution control strategies to be implemented by a city, county, or regional air district. The primary purpose of an air quality plan is to bring an area that does not attain federal and state air quality standards into compliance with those standards pursuant to the requirements of the Clean Air Act and California Clean Air Act. The South Coast Air Basin is currently designated as nonattainment for 8-hour ozone and particulate matter with aerodynamic diameter less than 2.5 microns ( $PM_{2.5}$ ) for both state and federal standards and nonattainment for particulate matter with aerodynamic diameter less than 10 microns ( $PM_{10}$ ) for the state standards.

The most recent Air Quality Management Plan (AQMP) was adopted by the SCAQMD in February 2013 (SCAQMD 2013). The AQMP was prepared by SCAQMD in partnership with the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (ARB), and is the legally enforceable blueprint for how the region will meet and maintain state and federal air quality standards.

Projects that would be consistent with the 2013 AQMP would be considered less than significant for this impact. Consistency with the AQMP is determined through evaluation of project-related air quality impacts and demonstration that project-related emissions would not increase the frequency or severity of existing violations, or contribute to a new violation of the air quality standards.

The use of construction equipment in the AQMP is estimated for the region on an annual basis, and construction-related emissions are estimated as an aggregate in the AQMP. The project would not increase the assumptions for off-road equipment use in the AQMP.

Consistency with the AQMP is also determined through evaluation of whether the project would exceed the estimated emissions used as the basis of the AQMP, which are based, in part, on population projections developed by the Southern California Association of Governments (SCAG) for the Regional Transportation Plan. The SCAG forecasts are based on local general plans and other related documents, such as housing elements, that are used to develop population projections and traffic projections.

The proposed project is consistent with the existing zoning (OS-1XL, Open Space) for the site. As discussed in the traffic analysis, there would be no significant net increase in facility capacity during project operations. Therefore, the proposed project would not substantially increase population or employment in the planning area and would not generate vehicle trips that exceed the current assumptions used to develop the City of Los Angeles General Plan, Regional Transportation Plan, and AQMP. Therefore, it is reasonable to assume that the intensity of operational emissions have been accounted for in the 2013 AQMP. The proposed project would not conflict with or obstruct implementation of the applicable air quality plan. The impact would be less than significant.



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**Would the project cause a violation of any air quality standard or contribute substantially to an existing or projected air quality violation?**

Construction

Construction of the proposed project would result in the temporary generation of reactive organic gases (ROG), carbon monoxide (CO), oxides of nitrogen (NO<sub>x</sub>), PM<sub>10</sub> and PM<sub>2.5</sub> emissions from site preparation, demolition, and construction of project components. ROG, NO<sub>x</sub>, and CO emissions are primarily associated with mobile equipment exhaust, including off-road construction equipment and on-road motor vehicles. Fugitive particulate matter (PM) dust emissions are primarily associated with site preparation, excavation, and grading activities and vary as a function of such parameters as soil silt content, soil moisture, wind speed, acreage of disturbance area, and miles traveled by construction vehicles on- and off-site.

Construction of the proposed project is anticipated to begin in fourth quarter 2016 and is expected to last for 2.5 years, ending in early 2019. Construction of the proposed project would occur in several phases. Phase 1 would include demolition and hazardous materials abatement, grading, pile installation and foundation construction for all proposed structures, utility installations, building construction, parking lot grading, and landscape and site improvements. The Phase 1 improvements would occur in the southeastern portion of the project site. Phase 1 activities would begin in fourth quarter 2016 and last approximately 17 months.

Phase 2 would include demolition of the concrete surrounding the existing LARAP maintenance yard, hazardous materials abatement, grading for the parking lot and other site improvements, utility adjustments and upgrades, renovation of the existing maintenance yard and various site improvements, and installation of landscaping and hardscaping. The Phase 2 improvements would occur in the western and northwestern portions of the project site. Phase 2 activities would last approximately 10 months, with construction of the proposed project being completed in early 2019.

Construction of the proposed project would entail the delivery of building materials such as concrete, lumber, landscaping materials, etc. Construction staging of equipment and materials would occur within a portion of the primary parking lot along Rodeo Road and the overflow parking lot at the rear of the complex off of Exposition Boulevard. Trucks delivering construction equipment and materials to the project site would travel from I-10, south on La Brea Avenue and east on Rodeo Road to the project site. Alternatively, trucks carrying demolition debris from the project site would travel from the project site, west on Rodeo Road, and north on La Brea Avenue to I-10. Construction workers would park in the rear parking lot off of Exposition Boulevard to ensure parking is available for park patrons.

Construction-related emissions associated with typical construction activities were modeled using the California Emissions Estimator Model (CalEEMod), Version 2013.2.2. CalEEMod allows the user to enter project-specific construction information, such as types, number, and horsepower of construction equipment, and number and length of off-site motor vehicle trips. Construction-related exhaust emissions for the proposed project were estimated for construction worker commutes, haul trucks, and the use of off-road equipment.

As shown in Table 1, construction emissions for the proposed project would result in maximum daily emissions of approximately 8 pounds of ROG, 28 pounds of NO<sub>x</sub>, 24 pounds of CO, 7 pounds of PM<sub>10</sub> and 2 pounds of PM<sub>2.5</sub>. This conservative estimate of maximum daily emissions would not exceed any of the thresholds of significance. Additional modeling assumptions and details are provided in Attachment A.



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**Table 1**  
**Maximum Daily Regional Construction Emissions**

	Estimated Emissions (lbs/day)				
	ROG	NO <sub>x</sub>	CO	PM <sub>10</sub>	PM <sub>2.5</sub>
Phase 1					
2016	2.09	20.37	18.49	5.99	1.69
2017	7.15	18.43	17.18	2.11	1.19
2018	8.10	27.58	24.03	2.92	1.66
Phase 2					
2018	3.01	19.44	22.19	7.26	1.51
<b>Maximum Daily Emissions</b>	<b>8.10</b>	<b>27.58</b>	<b>24.03</b>	<b>7.26</b>	<b>1.69</b>
<b>Significance Threshold</b>	<b>75</b>	<b>100</b>	<b>550</b>	<b>150</b>	<b>55</b>
Exceed Significance?	NO	NO	NO	NO	NO

Source: Estimated by AECOM in 2015.

As shown in Table 1, construction-generated emissions of ROG, NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> would not exceed applicable daily emission thresholds established by the SCAQMD and the City of Los Angeles. Therefore, construction emissions would not violate an ambient air quality standard or contribute substantially to an existing violation.

#### Localized Construction Emissions

Localized emissions of criteria air pollutants and precursors were assessed in accordance with SCAQMD's local significance thresholds (LST) guidance. SCAQMD recommends that lead agencies perform project-specific air quality modeling for projects larger than five acres. For projects less than five acres, the SCAQMD has developed look-up tables showing the maximum mass emissions that would not cause an exceedance of any LST. Since the proposed project site is approximately 30 acres, peak daily localized emissions were estimated using dispersion modeling in general accordance with the SCAQMD guidance. Air dispersion modeling was conducted to examine maximum short term impacts at the onsite After-School Child Care Center (occupied from 3:00 p.m. to 6:00 p.m.), Dorsey High School and surrounding residential housing.

The Environmental Protection Agency (EPA) recommends the use of the American Meteorological Society/EPA Regulatory Model (AERMOD) modeling system for use in modeling multi-source emissions and was used for this analysis. AERMOD can account for plume downwash, stack tip downwash, and point, area, and volume sources. AERMOD also has the ability to simulate impacts at both flat and complex terrain receptors.

The version numbers of the AERMOD model and pre-processors that were used include:

- AERMAP version 11103
- AERMOD version 15181

In order to determine which meteorological station would be most representative of the project site, surface meteorological data were compared for two stations near the proposed project site. The sites included West LA and Lynnwood both provided in AERMOD-ready format from SCAQMD (Figure 1). Meteorological data from West LA (2005-06, 2008-09, 2011) and Lynnwood (2006-07, 2009) were used to generate wind rose plots for both stations to determine which would be most representative for the project location (SCAQMD 2015). The SCAQMD West LA wind rose plot two dominant wind



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directions, from the south to southwest and from the northwest (Figure 2). These are believed to be driven in large part by coastal effects (southerly winds) and funneling from Sepulveda Canyon located to the northwest of the station. The Lynnwood meteorological station is located a bit farther away than West LA to the project site; however, it is located farther inland, which is more in line with the project site. Lynnwood's wind rose displayed predominantly west-southwesterly flow (Figure 3). The project site is found to be tucked behind an approximate 100-meter rise in elevation to the south/southeast. It would be important to capture this terrain feature in the wind profile, which would block the winds from the south and southeast. For these reasons, the Lynnwood meteorological station was selected for this project. The meteorological data, listed below, was processed with AERMET (version 14134) with the EPA default option.

AERMET requires specification of site characteristics including surface roughness, albedo, and Bowen ratio. These parameters were developed according to the guidance provided by EPA in the most recent revision of the AERMOD Implementation Guide (EPA 2015).

The AERMOD Implementation Guide provides the following recommendations for determining the site characteristics:

1. The determination of the surface roughness length should be based on an inverse distance weighted geometric mean for a default upwind distance of 1 kilometer (km) relative to the measurement site. Surface roughness length may be varied by sector to account for variations in land cover near the measurement site; however, the sector widths should be no smaller than 30 degrees.
2. The determination of the Bowen ratio should be based on a simple un-weighted geometric mean (i.e., no direction or distance dependency) for a representative domain, with a default domain defined by a 10-km by 10-km region centered on the measurement site.
3. The determination of the albedo should be based on a simple un-weighted arithmetic mean (i.e., no direction or distance dependency) for the same representative domain as defined for Bowen ratio, with a default domain defined by a 10-km by 10-km region centered on the measurement site.

As shown in Table 2, SCAQMD provided the surface roughness, albedo, and Bowen ratio for Lynnwood.

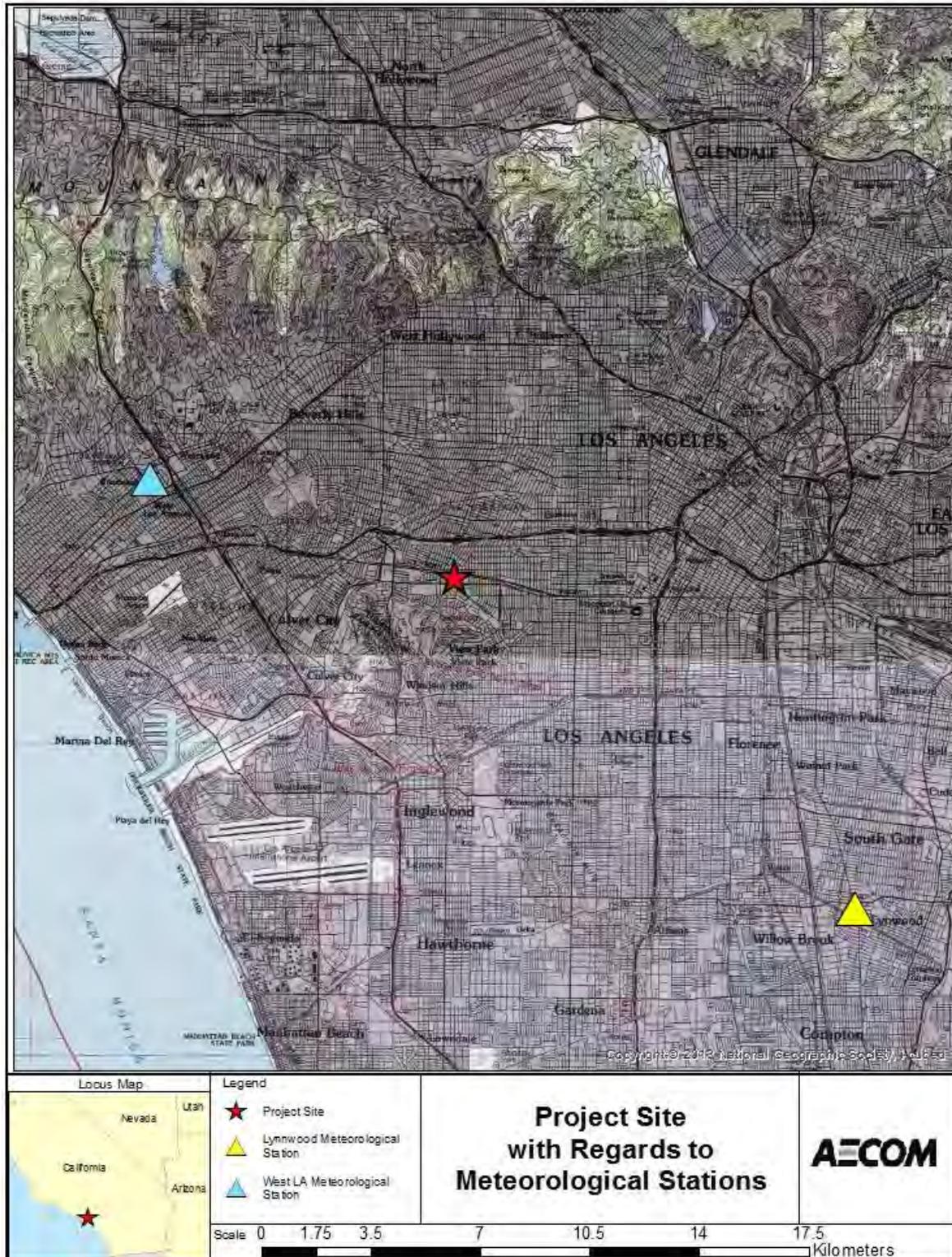
**Table 2**  
**Surface Parameters Used in AERMET Processing for Lynnwood Station.**

Station	Surface Albedo	Surface Roughness (meters)	Bowen Ratio
Lynnwood	0.18	0.428	1.0



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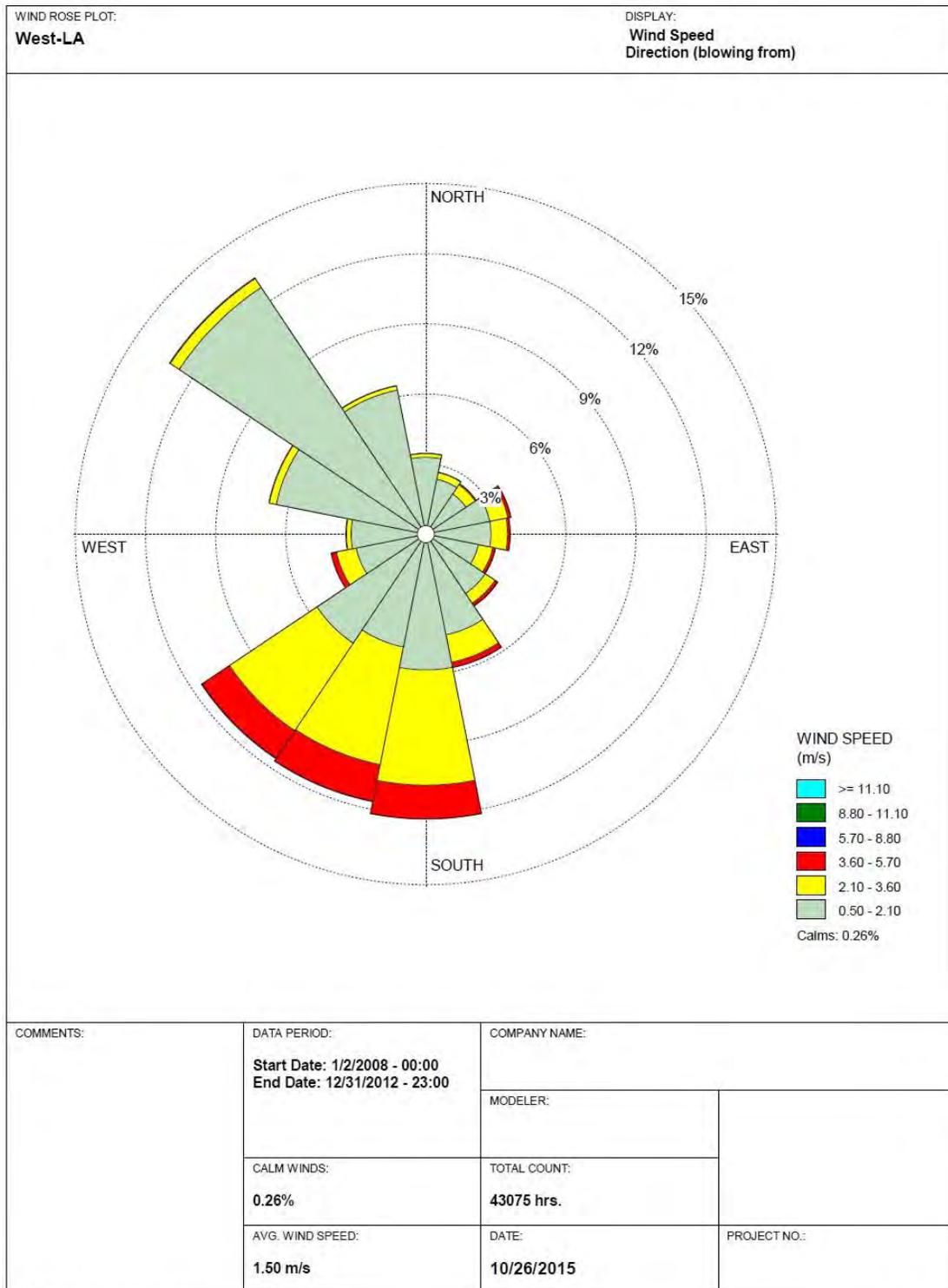
Figure 1 Locations of Meteorological Stations Relative to Project Site





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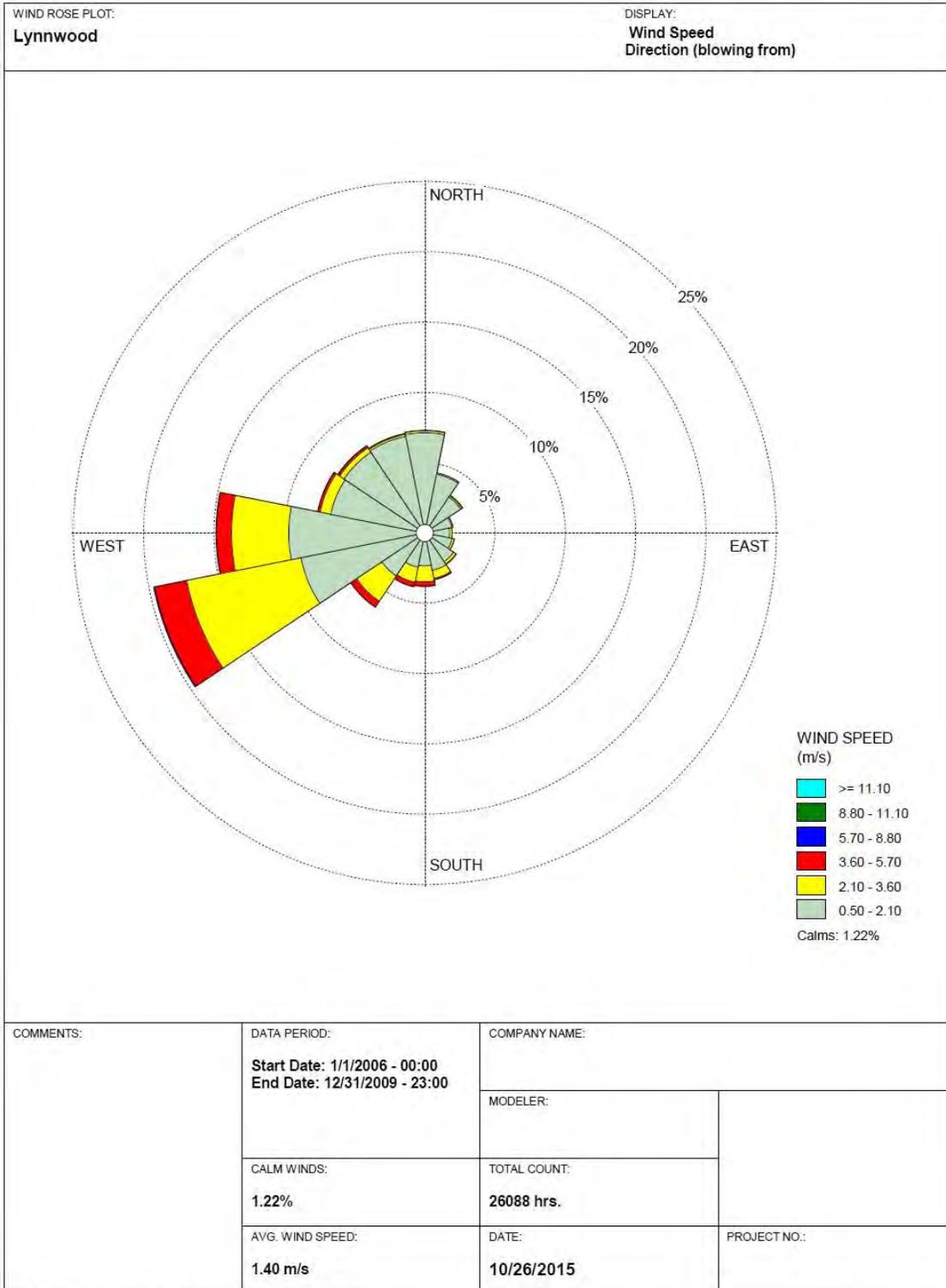
Figure 2 Wind Rose for SCAQMD West LA Site 2005-06, 2008-09, 2011





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**Figure 3 Wind Rose for SCAQMD Lynnwood Site 2006-07, 2009**





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Construction of the proposed project is comprised of the following emission sources:

- Off Road Vehicles (Construction Equipment Tailpipe Emissions)
- Earthmoving Activities (Fugitive Dust)

Because construction will be limited to only standard working hours, modeling assumed the following operating schedule 8 a.m. to noon and 1 p.m. to 5 p.m., Monday through Saturday.

#### *Volume Sources*

General source set up followed the SCAQMD's Final Localized Significance Threshold Methodology. It has been assumed that emissions from the off-road vehicles are best characterized by volume sources. For the purposes of the dispersion modeling, the project has been divided into three phases:

- Demolition and hazardous materials removal of the indoor gymnasium, restrooms, playground and tennis shop (Phase 1A);
- Construction of the new indoor gymnasium, indoor pool and multiuse building, tennis shop and restrooms, stadium overlook, and parking (Phase 1B); and
- Demolition and construction of the off-street parking, community garden, and overflow parking/multipurpose field (Phase 2).

These sources are illustrated in Figures 4 through 6. The release height is assumed to be 5 meters per volume source. This represents the mid-range of the expected plume rise from frequently used construction equipment during daytime atmospheric conditions.

#### *Area Source*

Fugitive dust emissions are treated as a ground-based polygon area source covering the extent of each construction zone. An initial vertical dimension of one meter is assumed to represent vertical spread of the emissions. As with the construction equipment, all fugitive dust emissions are assumed to take place over the 8-hour period between 8 a.m. to noon and 1 p.m. to 5 p.m., Monday through Saturday. The area sources are illustrated in Figures 4 through 6.

#### *Receptors*

Receptors were placed over areas immediately adjacent to the property. The receptors are shown in Figure 7. Receptor elevations and hill heights were assigned using USEPA AERMAP and digital terrain elevations from the National Elevation Dataset. The National Elevation Dataset was developed by the United States Geological Survey and provides terrain elevations with 1-meter vertical resolution and 10-meter horizontal resolution based on a Universal Transverse Mercator (UTM) coordinate system. For each receptor location, the terrain elevation was set to the elevation for the closest National Elevation Dataset grid point. Lakes Environmental software was used for assigning elevations to various receptors and hill heights.



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Figure 4 Phase 1A Demolition Sources





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Figure 5 Phase 1B Construction Sources





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Figure 6 Phase 2 Demolition and Construction Sources





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Figure 7 Receptor Locations





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Table 3 presents the maximum unmitigated localized emission concentrations during a single day of construction that may potentially impact the school and nearby residences.

**Table 3**  
**Unmitigated On-Site Emissions**  
**Highest Overall Model Result from Child Care Center and Offsite Impacts**

	CO		NO <sub>2</sub> <sup>(1)</sup>	PM <sub>10</sub>		PM <sub>2.5</sub>
	Averaging Time					
	1-Hour	8-Hour	1-Hour	Annual	24-Hour	
<b>Phase 1A: Demolition</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.01	4.58	1.14
Maximum Modeled Concentration (ppmv)	0.32	0.14	0.26	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>YES</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 1B: Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.59	2.32	0.91
Maximum Modeled Concentration (ppmv)	0.75	0.23	0.56	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>YES</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 2: Demolition and Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.12	7.22	1.76
Maximum Modeled Concentration (ppmv)	0.28	0.08	0.17	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

(1) EPA default NO<sub>x</sub> to NO<sub>2</sub> conversion rates of 0.8 (1-hour NO<sub>2</sub>) applied to modeled NO<sub>x</sub> concentrations.

As shown in Table 3, modeled concentrations during Phase 1 construction activities exceed the LST for NO<sub>2</sub> emissions. Therefore, construction emissions could violate an ambient air quality standard or contribute substantially to an existing violation. This impact would be potentially significant. To reduce construction-related emissions, the proposed project shall implement all applicable control measures for the duration of the construction period, as follows:

- AQ-1** The construction contractor shall use off-road construction diesel engines that meet, at a minimum, the Tier 4 California Emissions Standards, unless such an engine is not available for a particular item of equipment. Tier 3 engines will be allowed on a case-by-case basis when the contractor has documented that no Tier 4 equipment or emissions equivalent retrofit equipment is available for a particular equipment type that must be used to complete construction. Documentation shall consist of signed written statements from at least two construction equipment rental firms.



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- AQ-2** The construction contractor shall implement activity management (e.g. rescheduling activities to avoid overlap of construction phases, which would reduce short-term impacts) to the greatest extent possible.

Emission reductions were estimated for mitigation measure AQ-1, which requires the use of Tier 4 engines. Potential reductions were not estimated for mitigation measure AQ-2 because it is not known the extent to which it would be incorporated into construction of the proposed project. Table 4 shows the maximum localized concentrations based on the mitigated emissions during a single day of construction that may potentially impact the school and nearby residences.

**Table 4**  
**Modeling Results (Highest Overall Model Result from Child Care Center and Offsite Impacts)**

	CO		NO <sub>2</sub> <sup>(1)</sup>	PM <sub>10</sub>		PM <sub>2.5</sub>
	Averaging Time					
	1-Hour	8-Hour	1-Hour	Annual	24-Hour	
<b>Phase 1A: Demolition</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.04	4.09	0.64
Maximum Modeled Concentration (ppmv)	0.31	0.09	0.013	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 1B: Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.004	0.07	0.03
Maximum Modeled Concentration (ppmv)	0.69	0.21	0.065	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Phase 2: Demolition and Construction</b>						
Maximum Modeled Concentration (µg/m <sup>3</sup> )	---	---	---	0.03	6.38	0.25
Maximum Modeled Concentration (ppmv)	0.26	0.08	0.010	---	---	---
LST Threshold	20 ppm	9 ppm	0.18 ppm	1.0 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>	10.4 µg/m <sup>3</sup>
<b>Significant Impact?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

(1) EPA default NO<sub>x</sub> to NO<sub>2</sub> conversion rates of 0.8 (1-hour NO<sub>2</sub>) applied to modeled NO<sub>x</sub> concentrations.

As shown in Table 4, the mitigated NO<sub>2</sub> emission concentrations would not exceed the SCAQMD threshold of significance with the implementation of mitigation measures AQ-1 and AQ-2. Therefore, implementation of mitigation measures AQ-1 and AQ-2 would reduce significant impacts of NO<sub>x</sub> emissions to a less than significant level.

As shown in Tables 1 and 4, the maximum daily construction-generated emissions and emission concentrations of ROG, NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> would not exceed applicable mass emission or localized significance thresholds established by SCAQMD. Therefore, construction emissions would



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not violate an ambient air quality standard or contribute substantially to an existing violation, and the impact would be less than significant with mitigation.

### **Operation**

Operation and maintenance of the new sports complex would be the responsibility of LARAP, similar to existing conditions. Following construction, the number of staff would remain the same as existing conditions with 20 staff for the gymnasium and childcare center, 20 staff for the pool facility, and 10 maintenance staff. Therefore, operational emissions would also be anticipated to be similar to existing conditions. Impacts related to violation of air quality standards would be less than significant. No mitigation measures would be required.

### **Would the project result in cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?**

The SCAQMD cumulative analysis focuses on whether a specific project would result in cumulatively considerable increase in emissions. By its very nature, air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development within the South Coast Air Basin, and this regional impact is cumulative rather than being attributable to any one source. A project's emissions may be individually limited, but cumulatively considerable when taken in combination with past, present, and future development projects. The SCAQMD thresholds of significance are relevant to whether a project's individual emissions would result in a cumulatively considerable incremental contribution to the existing cumulative air quality conditions. If a project's emissions would be less than those threshold levels, the project would not be expected to result in a considerable incremental contribution to the significant cumulative impact.

Because the proposed project would exceed the SCAQMD project-level air quality localized significance thresholds for NO<sub>x</sub> emissions, the proposed project's construction emissions would have a cumulatively considerable contribution to the region's air quality. Therefore, the cumulative impact would be significant. As discussed above, the proposed project would not result in the generation of criteria air pollutant emissions at levels that any of the SCAQMD regional and localized thresholds for construction or operational activities with implementation of mitigation measures AQ-1 and AQ-2. Therefore, impacts would be less than significant with mitigation.

### **Would the project expose sensitive receptors to substantial pollutant concentrations?**

Some members of the population are especially sensitive to air pollutant emissions and should be given special consideration when evaluating air quality impacts from projects. These people include children, older adults, persons with preexisting respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise. For the purposes of a CEQA analysis, the SCAQMD considers a sensitive receptor to be a location such as residence, hospital, convalescent facility where it is possible that an individual could remain for 24 hours. Sensitive receptors within the vicinity of the proposed project site include Dorsey High School adjacent and to the east, residences directly to the south across Rodeo Road, and residences to the west across La Brea Avenue. The project site includes a childcare facility, which is open from 3:00 p.m. to 6:00 p.m.

### **Construction**

The greatest potential for toxic air contaminant (TAC) emissions would be related to diesel particulate matter (diesel PM) emissions associated with heavy-duty construction equipment operations. Heavy-duty construction equipment would operate during the 27-month construction period and would cease



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following buildout of the proposed project. As discussed above, AECOM performed dispersion modeling in general accordance with SCAQMD guidance for LST. Construction emissions would occur intermittently throughout the day and would not occur as a constant plume of emissions from the project site.

A health risk assessment (HRA) was performed to evaluate the emissions of TACs during construction activities and their effects on nearby receptors, including the onsite After-School Child Care Center (occupied from 3 p.m. to 6 p.m.), Dorsey High School and surrounding residential housing.

The HRA was performed in accordance with the new *Air Toxics Hot Spots Program Guidance Manual for the Preparation of Risk Assessments* (SRP Draft) developed by the Office of Environmental Health Hazard Assessment (OEHHA) for conducting HRAs in California under the Air Toxics "Hot Spots" Program, as well as methodologies from the *Health Risk Assessments for Proposed Land Use Projects* (CAPCOA 2009).

The HRA was performed outside the Hotspots Analysis and Reporting Program (HARP2) modeling system using the USEPA regulatory model AERMOD (version 15181), which estimates both short-term and long-term average ambient concentrations at receptor locations to produce exposure estimates. Excess lifetime cancer risks, chronic noncancer hazard index (HI), and acute noncancer HI were estimated as part of the HRA. The estimated excess lifetime cancer risks, chronic and acute noncancer HIs were compared to the thresholds for significance for TACs for a maximally exposed individual at an existing residential receptor (MEIR) and maximally exposed individual at an existing occupational worker receptor (MEIW).

The estimated cancer risk was based on the annual average diesel PM concentration, inhalation potency factor, and default estimates of breathing rate, body weight, and exposure period calculated by HARP2. In addition to the potential cancer risk, diesel PM may result in chronic non-cancer health impacts. There is no acute risk threshold for diesel PM. The exposure level is the concentration below which no adverse non-cancer health effects are anticipated.

Table 5 shows the maximum cancer risk, acute HI, and chronic HI for construction of the proposed project. The maximum cancer risk due to unmitigated construction emissions was determined to be 0.01 in 1 million for the Child Care Center, 0.01 in 1 million for the Adult Resident and 0.001 in 1 million for the Worker. The maximum chronic HI was determined to be 0.000002 for the MEIW and 0.000002 for the MEIR.



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**Table 5**  
**Maximum Construction Health Impacts for All Receptors**

Receptor Type	Maximum Cancer Risk (per million)	Maximum Acute HI	Maximum Chronic HI
MEIR			
Offsite Resident	0.01	0.0	2E-06
Child Care Center	0.01	0.0	1E-06
MEIW	< 0.001	0.0	2E-06
Threshold of Significance	10	1.0	1.0
Significant Impact?	No	No	No

Notes: HI= Hazard Index; MEIR = Maximally Exposed Individual Resident; MEIW = Maximally Exposed Individual Worker

Source: Estimated by AECOM in 2015

As shown in Table 5, the maximum health risks would not exceed 10 in 1 million. Therefore, the construction of the proposed project would not expose sensitive receptors to substantial pollutant concentrations that would result in a health risk. The impact would be less than significant.

#### Operation

The land uses associated with the proposed project would be commercial and recreational consistent with the existing conditions and are not typically sources of TAC emissions. Operation of the proposed project would primarily involve gasoline-fueled vehicles associated with worker and visitor commutes. No stationary sources of TAC emissions are anticipated to be located on the project site during long-term operation. Therefore, the proposed project's long-term operational activities would not generate substantial TAC emissions and would not expose sensitive receptors to substantial operational TAC concentrations. The impact would be less than significant.

#### **Would the project create objectionable odors affecting a substantial number of people?**

The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. While offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies.

Potential sources that may emit odors during construction activities include exhaust from diesel construction equipment. Odors from these sources would be localized and generally confined to the immediate area surrounding the proposed project site. The proposed project would utilize typical construction techniques, and the odors would be typical of most construction sites and temporary in nature.

Operation of the proposed project would not add any new odor sources. The project would not have any significant odor sources, and any odors generated would be similar to odors associated with the existing land uses. As a result, the proposed project's construction and operational activities would



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not create objectionable odors affecting a substantial number of people. The impact would be less than significant.

**Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?**

Certain gases in the earth's atmosphere, classified as greenhouse gases (GHG), play a critical role in determining the earth's surface temperature. A portion of the solar radiation that enters earth's atmosphere is absorbed by the earth's surface, and a smaller portion of this radiation is reflected back toward space. This infrared radiation (i.e., thermal heat) is absorbed by GHGs within the earth's atmosphere; as a result, infrared radiation released from the earth that otherwise would have escaped back into space is instead "trapped," resulting in a warming of the atmosphere. This phenomenon, known as the "greenhouse effect," is responsible for maintaining a habitable climate on Earth. Without the naturally occurring greenhouse effect, Earth would not be able to support life as we know it.

GHGs are present in the atmosphere naturally, are released by natural and anthropogenic sources, and are formed from secondary reactions taking place in the atmosphere. Natural sources of GHGs include the respiration of humans, animals and plants, decomposition of organic matter, and evaporation from the oceans. Anthropogenic sources include the combustion of fossil fuels, waste treatment, and agricultural processes.

Carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous oxide (N<sub>2</sub>O) are the GHGs that are widely accepted as the principal contributors to human-induced global climate change and would be generated by the proposed project. The majority of CO<sub>2</sub> emissions are byproducts of fossil fuel combustion. CH<sub>4</sub> is the main component of natural gas and is associated with agricultural practices and landfills. N<sub>2</sub>O is a colorless GHG that results from industrial processes, vehicle emissions, and agricultural practices.

Global warming potential (GWP) is a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to CO<sub>2</sub>. The GWP of a GHG is based on several factors, including the relative effectiveness of a gas to absorb infrared radiation and length of time (i.e., lifetime) that the gas remains in the atmosphere ("atmospheric lifetime"). The GWP of each gas is measured relative to CO<sub>2</sub>, the most abundant GHG. GHGs with lower emissions rates than CO<sub>2</sub> may still contribute to climate change because they are more effective at absorbing outgoing infrared radiation than CO<sub>2</sub> (i.e., high GWP). The concept of CO<sub>2</sub>-equivalents (CO<sub>2</sub>e) is used to account for the different GWP potentials of GHGs to absorb infrared radiation.

Total construction-related GHG emissions were estimated using the same methodology to estimate criteria pollutant emissions discussed earlier. Total project construction emissions would be approximately 1,128 metric tons (MT) of CO<sub>2</sub>e. SCAQMD recommends that construction emissions be amortized over 30 years, which is assumed to be the average lifetime of a project's operations, and added to the operational emissions of the project. When this total is amortized over the 30-year life of the project, annual construction emissions would be approximately 38 MT CO<sub>2</sub>e per year.

The SCAQMD has only adopted a significance threshold of 10,000 MT of CO<sub>2</sub> per year for industrial projects (SCAQMD 2008). The GHG CEQA Significance Threshold Stakeholder Working Group recommended options for evaluating non-industrial projects including thresholds for residential, commercial, and mixed use projects (SCAQMD 2009). The draft thresholds released by the SCAQMD include a threshold of 3,000 MT CO<sub>2</sub>e per year for all of those lands use types. At the time of this analysis, these draft thresholds have not been adopted by the SCAQMD. Since the proposed project would include commercial and recreational land uses, the proposed SCAQMD threshold of



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3,000 MT CO<sub>2</sub>e per year will be used for this analysis. Table 6 summarizes the proposed operational emissions and amortized construction GHG emissions.

**Table 6**  
**Construction-Related GHG Emissions (MT CO<sub>2</sub>e/year)**

Year	Total
2016	131
2017	422
2018	575
<b>Total</b>	<b>1,128</b>
<b>Amortized Construction Emissions</b>	<b>38</b>

MT CO<sub>2</sub>e = metric tons of carbon dioxide equivalent

Additional details available in Attachment A.

Source: Modeled by AECOM in 2015

As shown in Table 6, the project-related GHG emissions are below the SCAQMD proposed threshold. Therefore, this impact would be less than significant.

**Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG?**

Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, requires that statewide GHG emissions be reduced to 1990 levels by 2020. ARB's Scoping Plan is the state's plan to achieve the GHG reductions in California required by AB 32 and also reiterates the state's role in the long-term goal established in Executive Order S-3-05, which is to reduce GHG emissions to 80% below 1990 levels by 2050.

ARB is required to update the Scoping Plan at least once every five years to evaluate progress and develop future inventories that may guide this process. ARB approved the first update to the Climate Change Scoping Plan: Building on the Framework in 2014 (ARB 2014). The Scoping Plan Update confirms that the state is on track to meet the 2020 emissions reduction target, but will need to maintain and build upon its existing programs, scale up deployment of clean technologies, and provide more low-carbon options to accelerate GHG emission reductions, especially after 2020, in order to meet the 2050 target. The Scoping Plan update did not directly create any regulatory requirements for construction of the proposed project. However, the Scoping Plan update includes recommended actions (e.g., Phase 2 heavy-duty truck GHG standard standards, enhance and strengthen the Low Carbon Fuel Standard) that would indirectly address GHG emissions from construction activities.

In May 2007, the City of Los Angeles released its Climate Action Plan (CAP), "Green LA: An Action Plan to Lead the Nation in Fighting Global Warming." The Plan sets forth a goal of reducing the City's greenhouse gas emissions to 35% below 1990 levels by the year 2030. The CAP is a voluntary plan that identifies over 50 action items, grouped into focus areas, to reduce emissions. ClimateLA is the implementation program that provides detailed information, including a context, lead departments, and a timeline for completion, for each action item discussed in the GreenLA CAP. Where possible, the ClimateLA program document includes potential CO<sub>2</sub> emission reductions from full implementation of the measures.

The proposed project would be a reconstruction of existing land uses, and any building construction activities would be consistent with current Title 24 standards, which would improve energy efficiency of the buildings. Therefore, the proposed project would not conflict with the AB 32 Scoping Plan,



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GreenLA CAP, or ClimateLA. As discussed earlier, the proposed project would also not generate GHG emissions that would have a significant impact on the environment. Therefore, the proposed project would not conflict with any applicable plan, policy, or regulation for the purpose of reducing GHG emissions. This impact would be less than significant.



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**APPENDIX B**

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**Biological Resources Search Results**





## Selected Elements by Scientific Name

## California Department of Fish and Wildlife

## California Natural Diversity Database

**Query Criteria:** Quad is (Beverly Hills (3411814) or Burbank (3411823) or Hollywood (3411813) or Inglewood (3311883) or Los Angeles (3411812) or Pasadena (3411822) or South Gate (3311882) or Van Nuys (3411824) or Venice (3311884))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<b><i>Anniella pulchra pulchra</i></b> silvery legless lizard	ARACC01012	None	None	G3G4T3T4Q	S3	SSC
<b><i>Antrozous pallidus</i></b> pallid bat	AMACC10010	None	None	G5	S3	SSC
<b><i>Arenaria paludicola</i></b> marsh sandwort	PDCAR040L0	Endangered	Endangered	G1	S1	1B.1
<b><i>Aspidoscelis tigris stejnegeri</i></b> coastal whiptail	ARACJ02143	None	None	G5T3T4	S2S3	
<b><i>Astragalus brauntonii</i></b> Braunton's milk-vetch	PDFAB0F1G0	Endangered	None	G2	S2	1B.1
<b><i>Astragalus pycnostachyus var. lanosissimus</i></b> Ventura Marsh milk-vetch	PDFAB0F7B1	Endangered	Endangered	G2T1	S1	1B.1
<b><i>Astragalus tener var. titi</i></b> coastal dunes milk-vetch	PDFAB0F8R2	Endangered	Endangered	G2T1	S1	1B.1
<b><i>Athene cunicularia</i></b> burrowing owl	ABNSB10010	None	None	G4	S3	SSC
<b><i>Atriplex parishii</i></b> Parish's brittle scale	PDCHE041D0	None	None	G1G2	S1	1B.1
<b><i>Atriplex serenana var. davidsonii</i></b> Davidson's salt scale	PDCHE041T1	None	None	G5T1	S1	1B.2
<b><i>Berberis nevinii</i></b> Nevin's barberry	PDBER060A0	Endangered	Endangered	G1	S1	1B.1
<b><i>Brennania belkini</i></b> Belkin's dune tabanid fly	IIDIP17010	None	None	G1G2	S1S2	
<b><i>Buteo swainsoni</i></b> Swainson's hawk	ABNKC19070	None	Threatened	G5	S3	
<b><i>California macrophylla</i></b> round-leaved filaree	PDGER01070	None	None	G3?	S3?	1B.2
<b><i>California Walnut Woodland</i></b> California Walnut Woodland	CTT71210CA	None	None	G2	S2.1	
<b><i>Calochortus clavatus var. gracilis</i></b> slender mariposa-lily	PMLIL0D096	None	None	G4T2T3	S2S3	1B.2
<b><i>Calochortus plummerae</i></b> Plummer's mariposa-lily	PMLIL0D150	None	None	G4	S4	4.2
<b><i>Calystegia felix</i></b> lucky morning-glory	PDCON040P0	None	None	GHQ	SH	3.1
<b><i>Carolella busckana</i></b> Busck's gallmoth	IILEM2X090	None	None	G1G3	SH	



Selected Elements by Scientific Name  
California Department of Fish and Wildlife  
California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Centromadia parryi ssp. australis</i> southern tarplant	PDAST4R0P4	None	None	G3T2	S2	1B.1
<i>Chaenactis glabriuscula var. orcuttiana</i> Orcutt's pincushion	PDAST20095	None	None	G5T1T2	S1	1B.1
<i>Charadrius alexandrinus nivosus</i> western snowy plover	ABNNB03031	Threatened	None	G3T3	S2	SSC
<i>Chenopodium littoreum</i> coastal goosefoot	PDCHE091Z0	None	None	G2	S2	1B.2
<i>Chloropyron maritimum ssp. maritimum</i> salt marsh bird's-beak	PDSCR0J0C2	Endangered	Endangered	G4?T1	S1	1B.2
<i>Chorizanthe parryi var. fernandina</i> San Fernando Valley spineflower	PDPGN040J1	Candidate	Endangered	G2T1	S1	1B.1
<i>Chorizanthe parryi var. parryi</i> Parry's spineflower	PDPGN040J2	None	None	G3T3	S3	1B.1
<i>Cicindela hirticollis gravida</i> sandy beach tiger beetle	IICOL02101	None	None	G5T2	S1	
<i>Cicindela senilis frosti</i> senile tiger beetle	IICOL02121	None	None	G2G3T1T3	S1	
<i>Coccyzus americanus occidentalis</i> western yellow-billed cuckoo	ABNRB02022	Threatened	Endangered	G5T3Q	S1	
<i>Coelus globosus</i> globose dune beetle	IICOL4A010	None	None	G1G2	S1S2	
<i>Danaus plexippus pop. 1</i> monarch - California overwintering population	IILEPP2012	None	None	G4T2T3	S2S3	
<i>Dithyrea maritima</i> beach spectaclepod	PDBRA10020	None	Threatened	G2	S1	1B.1
<i>Dodecahema leptoceras</i> slender-horned spineflower	PDPGN0V010	Endangered	Endangered	G1	S1	1B.1
<i>Dudleya multicaulis</i> many-stemmed dudleya	PDCRA040H0	None	None	G2	S2	1B.2
<i>Empidonax traillii extimus</i> southwestern willow flycatcher	ABPAE33043	Endangered	Endangered	G5T2	S1	
<i>Emys marmorata</i> western pond turtle	ARAAD02030	None	None	G3G4	S3	SSC
<i>Eryngium aristulatum var. parishii</i> San Diego button-celery	PDAP10Z042	Endangered	Endangered	G5T1	S1	1B.1
<i>Eucosma henei</i> Henne's eucosman moth	IILEM0R390	None	None	G1	S1	
<i>Eumops perotis californicus</i> western mastiff bat	AMACD02011	None	None	G5T4	S3S4	SSC
<i>Euphilotes battoides allyni</i> El Segundo blue butterfly	IILEPG201B	Endangered	None	G5T1	S1	



Selected Elements by Scientific Name  
California Department of Fish and Wildlife  
California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<b><i>Falco peregrinus anatum</i></b> American peregrine falcon	ABNKD06071	Delisted	Delisted	G4T4	S3S4	FP
<b><i>Helianthus nuttallii ssp. parishii</i></b> Los Angeles sunflower	PDAST4N102	None	None	G5TH	SH	1A
<b><i>Horkelia cuneata var. puberula</i></b> mesa horkelia	PDROS0W045	None	None	G4T1	S1	1B.1
<b><i>Lasionycteris noctivagans</i></b> silver-haired bat	AMACC02010	None	None	G5	S3S4	
<b><i>Lasiurus cinereus</i></b> hoary bat	AMACC05030	None	None	G5	S4	
<b><i>Lasiurus xanthinus</i></b> western yellow bat	AMACC05070	None	None	G5	S3	SSC
<b><i>Lasthenia glabrata ssp. coulteri</i></b> Coulter's goldfields	PDAST5L0A1	None	None	G4T2	S2	1B.1
<b><i>Laterallus jamaicensis coturniculus</i></b> California black rail	ABNME03041	None	Threatened	G3G4T1	S1	FP
<b><i>Lepidium virginicum var. robinsonii</i></b> Robinson's pepper-grass	PDBRA1M114	None	None	G5T3	S3	4.3
<b><i>Malacothamnus davidsonii</i></b> Davidson's bush-mallow	PDMAL0Q040	None	None	G2	S2	1B.2
<b><i>Microtus californicus stephensi</i></b> south coast marsh vole	AMAFF11035	None	None	G5T1T2	S1S2	SSC
<b><i>Nama stenocarpa</i></b> mud nama	PDHYD0A0H0	None	None	G4G5	S1S2	2B.2
<b><i>Nasturtium gambelii</i></b> Gambel's water cress	PDBRA270V0	Endangered	Threatened	G1	S1	1B.1
<b><i>Navarretia fossalis</i></b> spreading navarretia	PDPLM0C080	Threatened	None	G2	S2	1B.1
<b><i>Navarretia prostrata</i></b> prostrate vernal pool navarretia	PDPLM0C0Q0	None	None	G2	S2	1B.1
<b><i>Neotoma lepida intermedia</i></b> San Diego desert woodrat	AMAFF08041	None	None	G5T3T4	S3S4	SSC
<b><i>Nyctinomops femorosaccus</i></b> pocketed free-tailed bat	AMACD04010	None	None	G4	S3	SSC
<b><i>Nyctinomops macrotis</i></b> big free-tailed bat	AMACD04020	None	None	G5	S3	SSC
<b><i>Onychobaris langei</i></b> Lange's El Segundo Dune weevil	IICOL4W010	None	None	G1	S1	
<b><i>Onychomys torridus ramona</i></b> southern grasshopper mouse	AMAFF06022	None	None	G5T3	S3	SSC
<b><i>Orcuttia californica</i></b> California Orcutt grass	PMPOA4G010	Endangered	Endangered	G1	S1	1B.1



Selected Elements by Scientific Name  
California Department of Fish and Wildlife  
California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<b><i>Panoquina errans</i></b> wandering (=saltmarsh) skipper	IILEP84030	None	None	G4G5	S2	
<b><i>Passerculus sandwichensis beldingi</i></b> Belding's savannah sparrow	ABPBX99015	None	Endangered	G5T3	S3	
<b><i>Pelecanus occidentalis californicus</i></b> California brown pelican	ABNFC01021	Delisted	Delisted	G4T3	S3	FP
<b><i>Perognathus longimembris brevinasus</i></b> Los Angeles pocket mouse	AMAFD01041	None	None	G5T1T2	S1S2	SSC
<b><i>Perognathus longimembris pacificus</i></b> Pacific pocket mouse	AMAFD01042	Endangered	None	G5T1	S1	SSC
<b><i>Phacelia stellaris</i></b> Brand's star phacelia	PDHYD0C510	None	None	G1	S1	1B.1
<b><i>Phrynosoma blainvillii</i></b> coast horned lizard	ARACF12100	None	None	G3G4	S3S4	SSC
<b><i>Poliophtila californica californica</i></b> coastal California gnatcatcher	ABPBJ08081	Threatened	None	G3T2	S2	SSC
<b><i>Potentilla multijuga</i></b> Ballona cinquefoil	PDR0S1B120	None	None	GX	SX	1A
<b><i>Pseudognaphalium leucocephalum</i></b> white rabbit-tobacco	PDAST440C0	None	None	G4	S2	2B.2
<b><i>Quercus dumosa</i></b> Nuttall's scrub oak	PDFAG050D0	None	None	G3	S3	1B.1
<b><i>Rana muscosa</i></b> southern mountain yellow-legged frog	AAABH01330	Endangered	Endangered	G1	S1	SSC
<b><i>Ribes divaricatum var. parishii</i></b> Parish's gooseberry	PDGRO020F3	None	None	G4TH	SH	1A
<b><i>Riparia riparia</i></b> bank swallow	ABPAU08010	None	Threatened	G5	S2	
<b><i>Riversidian Alluvial Fan Sage Scrub</i></b> Riversidian Alluvial Fan Sage Scrub	CTT32720CA	None	None	G1	S1.1	
<b><i>Sidalcea neomexicana</i></b> Salt Spring checkerbloom	PDMAL110J0	None	None	G4	S2	2B.2
<b><i>Socalchemmis gertschi</i></b> Gertsch's socalchemmis spider	ILARAU7010	None	None	G1	S1	
<b><i>Sorex ornatus salicornicus</i></b> southern California saltmarsh shrew	AMABA01104	None	None	G5T1?	S1	SSC
<b><i>Southern Coast Live Oak Riparian Forest</i></b> Southern Coast Live Oak Riparian Forest	CTT61310CA	None	None	G4	S4	
<b><i>Southern Coastal Salt Marsh</i></b> Southern Coastal Salt Marsh	CTT52120CA	None	None	G2	S2.1	
<b><i>Southern Cottonwood Willow Riparian Forest</i></b> Southern Cottonwood Willow Riparian Forest	CTT61330CA	None	None	G3	S3.2	



**Selected Elements by Scientific Name**  
**California Department of Fish and Wildlife**  
**California Natural Diversity Database**



<b>Species</b>	<b>Element Code</b>	<b>Federal Status</b>	<b>State Status</b>	<b>Global Rank</b>	<b>State Rank</b>	<b>Rare Plant Rank/CDFW SSC or FP</b>
<b><i>Southern Dune Scrub</i></b> Southern Dune Scrub	CTT21330CA	None	None	G1	S1.1	
<b><i>Southern Sycamore Alder Riparian Woodland</i></b> Southern Sycamore Alder Riparian Woodland	CTT62400CA	None	None	G4	S4	
<b><i>Sternula antillarum browni</i></b> California least tern	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2	FP
<b><i>Streptocephalus woottoni</i></b> Riverside fairy shrimp	ICBRA07010	Endangered	None	G1G2	S1S2	
<b><i>Symphotrichum defoliatum</i></b> San Bernardino aster	PDASTE80C0	None	None	G2	S2	1B.2
<b><i>Symphotrichum greatae</i></b> Greata's aster	PDASTE80U0	None	None	G3	S3	1B.3
<b><i>Taricha torosa</i></b> Coast Range newt	AAAAF02032	None	None	G4	S4	SSC
<b><i>Taxidea taxus</i></b> American badger	AMAJF04010	None	None	G5	S3	SSC
<b><i>Trigonoscuta dorothea dorothea</i></b> Dorothy's El Segundo Dune weevil	IICOL51021	None	None	G1T1	S1	
<b><i>Tryonia imitator</i></b> mimic tryonia (=California brackishwater snail)	IMGASJ7040	None	None	G2	S2	
<b><i>Vireo bellii pusillus</i></b> least Bell's vireo	ABPBW01114	Endangered	Endangered	G5T2	S2	
<b><i>Walnut Forest</i></b> Walnut Forest	CTT81600CA	None	None	G1	S1.1	

**Record Count: 94**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Rare Plant Rank</b>	<b>State Listing (CESA)</b>	<b>Federal Listing (FESA)</b>
<i>Abronia maritima</i>	red sand-verbena	4.2	None	None
<i>Arenaria paludicola</i>	marsh sandwort	1B.1	Endangered	Endangered
<i>Asplenium vespertinum</i>	western spleenwort	4.2	None	None
<i>Astragalus brauntonii</i>	Braunton's milk-vetch	1B.1	None	Endangered
<i>Astragalus pycnostachyus</i> var. <i>lanosissimus</i>	Ventura marsh milk-vetch	1B.1	Endangered	Endangered
<i>Astragalus tener</i> var. <i>titi</i>	coastal dunes milk-vetch	1B.1	Endangered	Endangered
<i>Atriplex parishii</i>	Parish's brittle-scale	1B.1	None	None
<i>Atriplex serenana</i> var. <i> davidsonii</i>	Davidson's salt-scale	1B.2	None	None
<i>Berberis nevinii</i>	Nevin's barberry	1B.1	Endangered	Endangered
<i>California macrophylla</i>	round-leaved filaree	1B.2	None	None
<i>Calochortus catalinae</i>	Catalina mariposa lily	4.2	None	None
<i>Calochortus clavatus</i> var. <i> gracilis</i>	slender mariposa lily	1B.2	None	None
<i>Calochortus plummerae</i>	Plummer's mariposa lily	4.2	None	None
<i>Calystegia felix</i>	lucky morning-glory	3.1	None	None
<i>Camissoniopsis lewisii</i>	Lewis' evening-primrose	3	None	None
<i>Centromadia parryi</i> ssp. <i> australis</i>	southern tarplant	1B.1	None	None
<i>Chaenactis glabriuscula</i> var. <i> orcuttiana</i>	Orcutt's pincushion	1B.1	None	None
<i>Chenopodium littoreum</i>	coastal goosefoot	1B.2	None	None
<i>Chloropyron maritimum</i> ssp. <i> maritimum</i>	salt marsh bird's-beak	1B.2	Endangered	Endangered
<i>Chorizanthe parryi</i> var. <i> fernandina</i>	San Fernando Valley spineflower	1B.1	Endangered	Candidate
<i>Chorizanthe parryi</i> var. <i> parryi</i>	Parry's spineflower	1B.1	None	None
<i>Clinopodium mimuloides</i>	monkey-flower savory	4.2	None	None
<i>Convolvulus simulans</i>	small-flowered morning-glory	4.2	None	None
<i>Deinandra paniculata</i>	paniculate tarplant	4.2	None	None
<i>Dichondra occidentalis</i>	western dichondra	4.2	None	None
<i>Dithyrea maritima</i>	beach spectaclepod	1B.1	Threatened	None
<i>Dodecahema leptoceras</i>	slender-horned spineflower	1B.1	Endangered	Endangered
<i>Dudleya multicaulis</i>	many-stemmed dudleya	1B.2	None	None
<i>Eryngium aristulatum</i> var. <i> parishii</i>	San Diego button-celery	1B.1	Endangered	Endangered
<i>Erysimum insulare</i>	island wallflower	1B.3	None	None
<i>Erysimum suffrutescens</i>	suffrutescent wallflower	4.2	None	None
<i>Helianthus nuttallii</i> ssp. <i> parishii</i>	Los Angeles sunflower	1A	None	None
<i>Hordeum intercedens</i>	vernal barley	3.2	None	None
<i>Horkelia cuneata</i> var. <i> puberula</i>	mesa horkelia	1B.1	None	None
<i>Juglans californica</i>	Southern California black walnut	4.2	None	None

<b>Scientific Name</b>	<b>Common Name</b>	<b>Rare Plant Rank</b>	<b>State Listing (CESA)</b>	<b>Federal Listing (FESA)</b>
<i>Juncus acutus</i> ssp. <i>leopoldii</i>	southwestern spiny rush	4.2	None	None
<i>Lasthenia glabrata</i> ssp. <i>coulteri</i>	Coulter's goldfields	1B.1	None	None
<i>Lepechinia fragrans</i>	fragrant pitcher sage	4.2	None	None
<i>Lepidium virginicum</i> var. <i>robinsonii</i>	Robinson's pepper-grass	4.3	None	None
<i>Lilium humboldtii</i> ssp. <i>ocellatum</i>	ocellated Humboldt lily	4.2	None	None
<i>Linanthus concinnus</i>	San Gabriel linanthus	1B.2	None	None
<i>Malacothamnus davidsonii</i>	Davidson's bush-mallow	1B.2	None	None
<i>Nama stenocarpa</i>	mud nama	2B.2	None	None
<i>Nasturtium gambelii</i>	Gambel's water cress	1B.1	Threatened	Endangered
<i>Navarretia fossalis</i>	spreading navarretia	1B.1	None	Threatened
<i>Navarretia prostrata</i>	prostrate vernal pool navarretia	1B.1	None	None
<i>Orcuttia californica</i>	California Orcutt grass	1B.1	Endangered	Endangered
<i>Phacelia hubbyi</i>	Hubby's phacelia	4.2	None	None
<i>Phacelia ramosissima</i> var. <i>austrolitoralis</i>	south coast branching phacelia	3.2	None	None
<i>Phacelia stellaris</i>	Brand's star phacelia	1B.1	None	Candidate
<i>Potentilla multijuga</i>	Ballona cinquefoil	1A	None	None
<i>Pseudognaphalium leucocephalum</i>	white rabbit-tobacco	2B.2	None	None
<i>Quercus dumosa</i>	Nuttall's scrub oak	1B.1	None	None
<i>Quercus durata</i> var. <i>gabrielensis</i>	San Gabriel oak	4.2	None	None
<i>Quercus engelmannii</i>	Engelmann oak	4.2	None	None
<i>Ribes divaricatum</i> var. <i>parishii</i>	Parish's gooseberry	1A	None	None
<i>Romneya coulteri</i>	Coulter's matilija poppy	4.2	None	None
<i>Rupertia rigida</i>	Parish's rupertia	4.3	None	None
<i>Sidalcea neomexicana</i>	salt spring checkerbloom	2B.2	None	None
<i>Suaeda esteroa</i>	estuary seablite	1B.2	None	None
<i>Suaeda taxifolia</i>	woolly seablite	4.2	None	None
<i>Symphyotrichum defoliatum</i>	San Bernardino aster	1B.2	None	None
<i>Symphyotrichum greatae</i>	Greata's aster	1B.3	None	None

California Native Plant Society, Rare Plant Program. 2015. Inventory of Rare and Endangered Plants (online edition, v8-02). Available at: <http://www.rareplants.cnps.org> [accessed September 30, 2015].



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**APPENDIX C**  
**Cultural Resources Assessment**



**DRAFT CULTURAL RESOURCES ASSESSMENT  
RANCHO CIENEGA SPORTS COMPLEX (CELES KING III POOL)  
PROJECT  
CITY OF LOS ANGELES, CALIFORNIA**



***Prepared for:***

City of Los Angeles  
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***Prepared by:***

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January 2016

U.S.G.S. Quadrangle: Hollywood  
Acreage: Approximately 30

Keywords: Rancho Cienega Sports Complex, Celes King III Pool



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## MANAGEMENT SUMMARY

The City of Los Angeles (City) proposes to develop a new sports complex in Council District 10 to address several operation needs as part of the Rancho Cienega Sports Complex Project (Project). The Project will be constructed utilizing a combination of federal and local funds, and is considered an undertaking under Section 106 of the National Historic Preservation Act (NHPA). Federal funding may include U.S. Department of Housing and Urban Development funding. The Department of Public Works, Bureau of Engineering is the lead agency. AECOM has been retained to conduct a cultural resources assessment in support of an Initial Study/Mitigated Negative Declaration, in compliance with the NHPA, National Environmental Policy Act, California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq., the City's CEQA Guidelines (1981, amended July 31, 2002), State CEQA Guidelines, and the California Code of Regulations Section 15000 et seq. This report documents the cultural resources assessment in connection with the Project.

The records search revealed that 25 cultural resources investigations were previously conducted within 0.5-mile radius of the Project area of potential effects (APE). Twenty-four cultural resources, including five archaeological resources, 18 buildings, and one district were previously recorded within the study area of the Project APE, but none of these resources occur within the Project APE. One historic property that is listed in the National Register of Historic Places (NRHP) is adjacent to the Project APE. Five additional buildings that are listed as California Historical Landmarks are also located within the study area, but not located in the Project APE.

A letter requesting a Sacred Lands File check was conducted by the Native American Heritage Commission with negative results. Letters were sent to 10 interested Native American parties.

A cultural resources field survey of the Project APE was conducted on October 1, 2015. No archaeological resources were identified. The Rancho Cienega Sports Complex, including four buildings and/or structures, was observed and recorded on Department of Parks and Recreation 523 series forms. These resources were evaluated for their eligibility for listing in the NRHP and the California Register of Historical Resources (CRHR).

One resource, the Celes King III Pool, is significant under NRHP Criterion C for local significance, and CRHR Criterion 3 for its distinctive modern design for a civic building in Los Angeles, and is considered a historic property under NEPA and NHPA and a historical resources under CEQA. The Project would not demolish the building or alter the characteristics of the pool building that contribute to its eligibility.

Because the Project would be constructed in an area with known prehistoric and historic archaeological and paleontological sensitivity, prehistoric and/or historic archaeological resources and paleontological resources may be present within the Project APE. Such resources may lie beneath the surface obscured by pavement or vegetation. Because of the potential to encounter buried resources, archaeological and paleontological monitoring is recommended during ground-disturbing activities in areas of archaeological and paleontological sensitivity.



## INTRODUCTION

The City of Los Angeles (City) proposes to develop a new sports complex in Council District 10 to address several operation needs as part of the Rancho Cienega Sports Complex Project (Project). The Project will be constructed utilizing a combination of federal and local funds, and is considered an undertaking under Section 106 of the National Historic Preservation Act (NHPA). Federal funding may include U.S. Department of Housing and Urban Development funding. The Department of Public Works, Bureau of Engineering is the lead agency. AECOM has been retained to conduct a cultural resources assessment in support of an Initial Study/Mitigated Negative Declaration, in compliance with the NHPA, National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq., the City's CEQA Guidelines (1981, amended July 31, 2002), State CEQA Guidelines, and the California Code of Regulations Section 15000 et seq. This report documents the cultural resources assessment in connection with the Project.

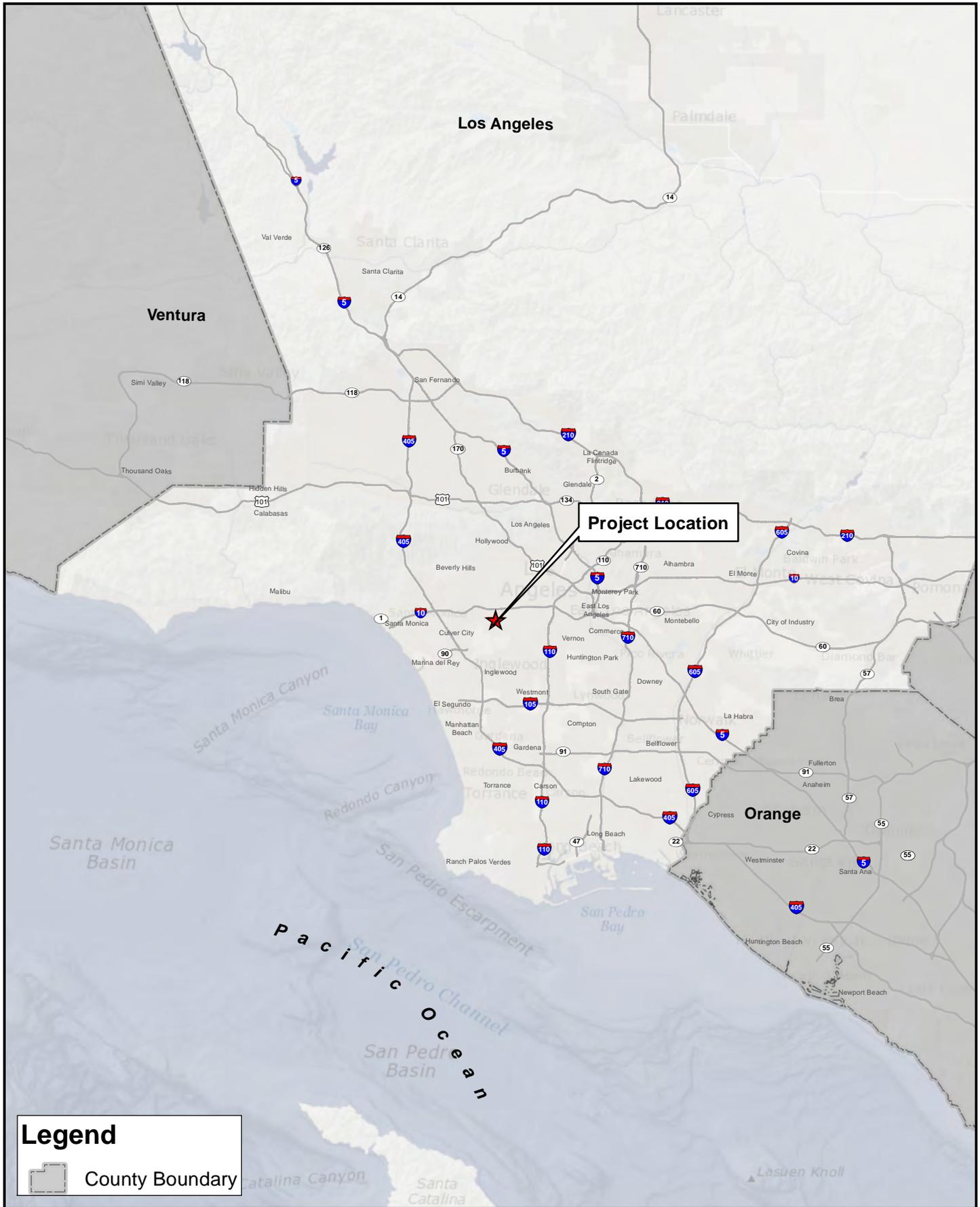
## PROJECT LOCATION AND DESCRIPTION

The Project is located approximately 6.5 miles southwest of downtown Los Angeles in the West Adams-Baldwin Hills-Leimert Community Plan Area and Council District 10, approximately 0.8 mile south of Interstate 10 (I-10; Santa Monica Freeway) and approximately 3.5 miles northeast of Interstate 405 (Figure 1). The Project area is within the Rancho Cienega Sports Complex, located at 5001 Rodeo Road (Figure 2). Land use in the vicinity of the Project area is highly urbanized, dominated by residential housing, light industrial and commercial use, and public lands. The 30-acre regional park is bounded by the Los Angeles County Metropolitan Transportation Authority (Metro) Expo Line light rail transit to the north, Dorsey High School to the east, residential housing to the south, and commercial uses to the west (Figure 3).

The Project would be implemented in two phases. Phase 1 includes demolition of existing facilities, hazardous materials abatement, grading, pile installation, foundation construction, utility installations, building construction, parking lot grading, and landscape and site improvements. In addition, several buildings would be constructed during Phase 1 and include a new pool and bath house, including a community room and fitness annex on the second floor, and would total approximately 25,000 square feet. A new gymnasium, including office space, a running path, and a lookout deck on the second floor, would be approximately 24,000 square feet. A new tennis shop and overlook would be approximately 1,900 square feet. Additionally, a stadium overlook would include a concession stand, restrooms, and a ticket booth, totaling 4,000 square feet.

Phase 2 of the Project consists of demolition and hazardous materials abatement of an existing maintenance building, grading for off-street parking areas and new maintenance yard and refuse collection center, utility adjustments and necessary upgrades, construction of the new maintenance yard and refuse collection center and various site improvements, installation of new driveways, a new community garden, and installation of landscaping and hardscaping.

Exclusive of pile driving, excavations for this Project are anticipated to reach a maximum depth of 16 feet.



Source: ESRI 2013



0 10 20 Miles

Scale: 1:633,600

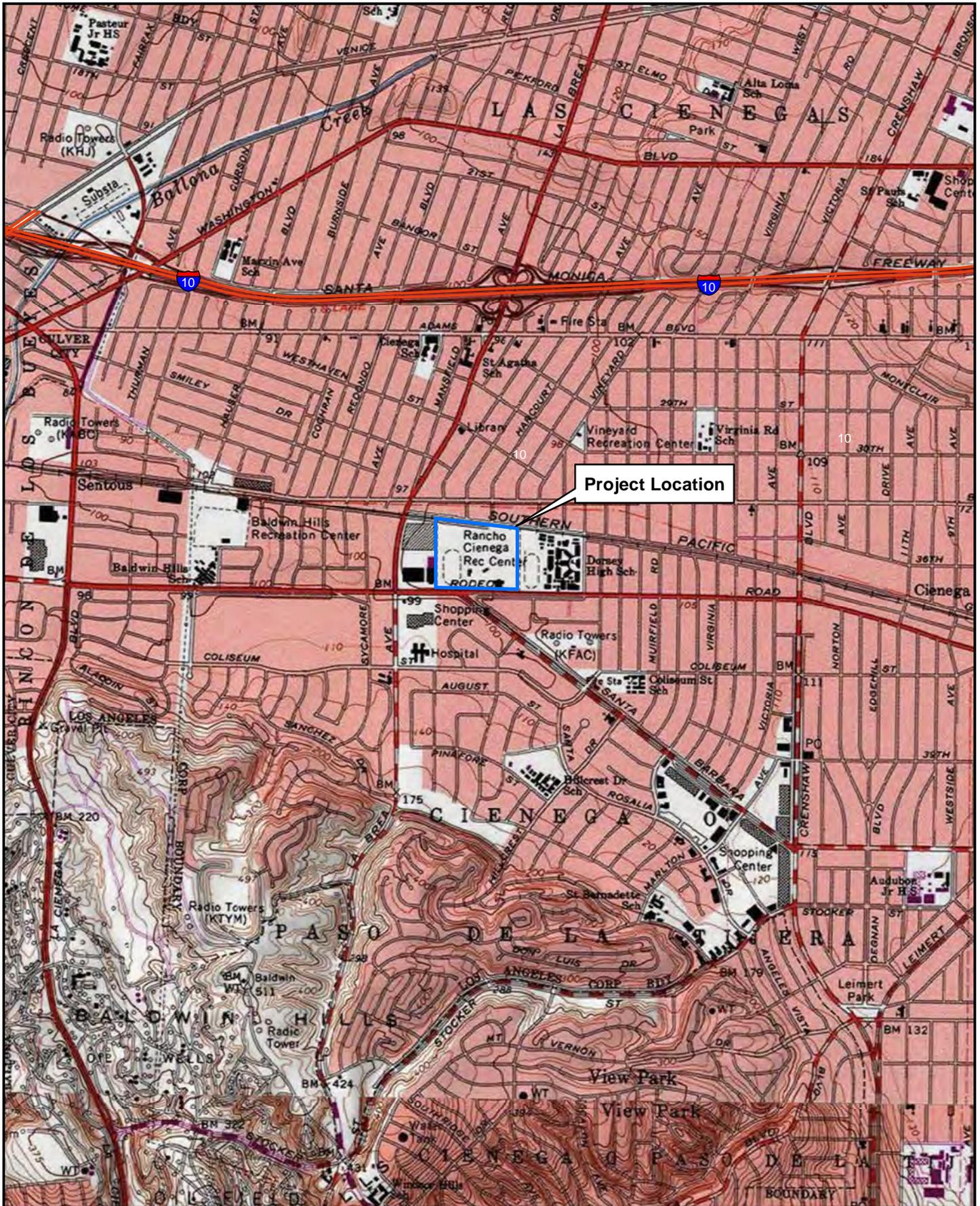


Figure 1

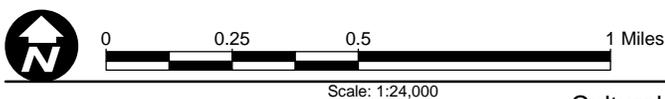
Regional Location Map

Cultural Resources Assessment Rancho Cienega Sports Complex Project

Path: \\USLA1FS002\pdd\_prod\Profile\2015\60440382\_LABOE\_RanchoCienega\400 - Technical\Cultural\GIS\Layout\Fig1\_LABOE\_RanchoCienega\_Regional\_20150928.mxd, 10/21/2015, Aziz\_Bakkoury



Source: USGS 7.5" Quadrangle (Hollywood 1966 - Revised 1981)



**AECOM**

Figure 2

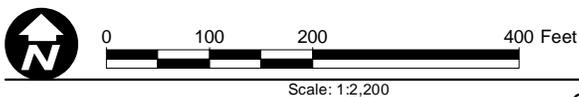
Project Location Map

Cultural Resources Assessment Rancho Cienega Sports Complex Project

Path: \\S\LA\IFS002\pdd\_prod\Projfile\2015\60440382\_LABOE\_RanchoCienega\400 - Technical\Cultural\GIS\Layout\Fig2\_LABOE\_RanchoCienega\_Project\_Location\_20150928.mxd, 10/21/2015, Aziz\_Bakkoury



Source: ESRI 2013



**AECOM**

**Figure 3**  
**Project APE Map**

Cultural Resources Assessment Rancho Cienega Sports Complex Project

Path: P:\2015\60440382\_LABOE\_RanchoCienega\400 - Technical\Cultural\GIS\Layout\Fig3\_LABOE\_RanchoCienega\_Project\_Area\_20160104.mxd, 1/4/2016, jang\_seo

Construction is anticipated to begin in fourth quarter 2016 and is expected to last for 2.5 years, ending in early 2019. Phase 1 is anticipated to take approximately 17 months to complete, and Phase 2 is anticipated to take 10 months to complete.

Construction of the Phase 1 and Phase 2 would include the following components:

1. Demolition of the existing restroom facility and construction of a new indoor pool and bathhouse.
2. Demolition of the existing gymnasium and construction of a new gymnasium and fitness annex.
3. Demolition of the existing tennis shop and playground, and construction of a new tennis shop with an overlook. A new playground will be constructed.
4. Landscaping around the new facilities, installation of security lighting around the new facilities, and upgrades to the parking lot along Rodeo Drive.
5. Rehabilitation and expansion of the existing Los Angeles Department of Recreation and Parks' Maintenance Building, located adjacent to the northwest corner of Robinson Stadium.
6. Landscaping the remainder of the park and installation of storm water and drainage infrastructure in the park.
7. Installing a new driveway along the northwest property line and upgrading existing off-street parking area at the rear of the property adjacent to the Metro Expo Rail line, creating a community garden, and constructing a joint use multi-use field and off-street parking area.
8. Installing a new controlled driveway at the southwest property line near the Robinson Stadium and additional off-street parking along the western property line.
9. Construction of a new stadium overlook adjacent to the eastern perimeter of the existing stadium. The stadium overlook would include a concession stand, additional restrooms, and a ticket office, totaling approximately 4,000 square feet.

Construction of the proposed project would entail the delivery of building materials such as concrete, lumber, landscaping materials, etc. Construction staging of equipment and materials would occur within a portion of the primary parking lot along Rodeo Road and the overflow parking lot at the rear of the complex off of Exposition Boulevard. Trucks delivering construction equipment and materials to the project site would travel from I-10, south on La Brea Avenue and east on Rodeo Road to the project site. Alternatively, trucks carrying demolition debris from the project site would travel from the project site, west on Rodeo Road, and north on La Brea Avenue to I-10. Construction workers would park in the rear parking lot off of Exposition Boulevard to ensure parking is available for park patrons.

## PROJECT PERSONNEL

AECOM personnel involved in the cultural resources assessment are as follows: Christy Dolan, M.A., RPA, provided senior review; Linda Kry, B.A., served as report author, conducted archival research, and conducted archaeological and built environment surveys; Marc A. Beherec, Ph.D., RPA, conducted archival research and served as report author; M.K. Meiser, M.A., evaluated built resources and served as report author; Kyle Griffith, B.A., provided geographic information system (GIS) support and conducted archaeological survey; Allison Hill, B.A., conducted Native American contact; Maria Wiseman, M.A., RPA, conducted built environment survey; and Alec Stevenson provided GIS support. Resumes of key personnel are included in Appendix A.

## REPORT ORGANIZATION

The organization of this report includes the following sections:

- Introduction, including a description of the Project and its location, report personnel, and report organization;
- Setting, including a description of the environmental and cultural settings and a detailed history of the Project area;
- Research, including the results of archival research, Native American contact program, and a paleontological records check;
- Methods, describing survey methodology;
- Results, including the results of the field survey; and
- Evaluation and Management Recommendations, which summarizes the cultural resources assessment and provides management recommendations.

## SETTING

### ENVIRONMENTAL SETTING

The Project area is located in the western Los Angeles Basin, which is formed by the Santa Monica Mountains to the northwest, the San Gabriel Mountains to the north, and the San Bernardino and San Jacinto Mountains to the east. The basin was formed by alluvial and fluvial deposits derived from these surrounding mountains. The floodplain forest of the Los Angeles Basin formed one of the most biologically rich habitats in Southern California. Willow, cottonwood, and sycamore trees, and a dense underbrush of alder, hackberry, and shrubs once lined the Los Angeles River. The river meandered its way west through present-day Ballona Creek and emptied out into the Santa Monica Bay until 1825. As the river coursed its way west through a narrow path between Baldwin Hills and Cheviot Hills, it would overflow and create mud flats and lagoons, which came to be known as the Ballona Wetlands, a rich habitat for wildlife (Gumprecht 1999). Ballona Creek is located less than 2 miles east of the Project area and flows in a southwestern direction. Vegetation within the Project area is largely composed of nonnative ornamental plant species. The Baldwin Hills to the south of the Project area are dominated by coastal sage brush plant community, including scrub oak, California sage brush, black and white sages, and herbaceous plants and grasses. Today, the Project area is located within an urban setting at a maximum elevation of approximately 103 feet above sea level.

### CULTURAL SETTING

As a framework for discussing the potential cultural resources that may exist in the study area, the following discussion summarizes the current understanding of major prehistoric and historic developments in and around Los Angeles and provides a more focused discussion of the history of the Project area itself.

#### Prehistoric Overview

The earliest evidence of occupation in the Los Angeles area dates to at least 9,000 years before present (B.P.) and is associated with a period known as the Millingstone Cultural Horizon (Wallace 1955; Warren 1968). Departing from the subsistence strategies of their nomadic big-game hunting predecessors, Millingstone populations established more permanent settlements. These settlements were located primarily on the coast and in the vicinity of estuaries, lagoons, lakes, streams, and marshes where a variety of resources including seeds, fish, shellfish, small mammals, and birds were exploited. Early Millingstone occupations are typically identified by the presence of handstones (manos) and millingstones (metates), while those Millingstone occupations dating later than 5,000 years B.P. contain a mortar and pestle complex as well, signifying the exploitation of acorns in the region.

Although many aspects of Millingstone culture persisted, by 3,500 years B.P. a number of socioeconomic changes occurred (Erlandson 1994; Wallace 1955; Warren 1968). These changes are associated with the period known as the Intermediate Horizon (Wallace 1955). Increased

populations in the region necessitated the intensification of existing terrestrial and marine resources (Erlandson 1994). This was accomplished in part through the use of the circular shell fishhook on the coast, and more abundant and diverse hunting equipment. Evidence for shifts in settlement patterns has been noted at a variety of locations at this time and is seen by many researchers as reflecting increasingly territorial and sedentary populations. The Intermediate Horizon marks a period in which specialization in labor emerged, trading networks became an increasingly important means by which both utilitarian and nonutilitarian materials were acquired, and travel routes were extended. Archaeological evidence suggests that the margins of numerous rivers, marshes, and swamps within the Los Angeles River Drainage served as ideal locations for prehistoric settlement during this period. These well-watered areas contained a rich collection of resources and are likely to have been among the more heavily traveled routes.

The Late Prehistoric period, from approximately 1,500 years B.P. to the mission era, is the period associated with the florescence of the contemporary Native American group known as the *Gabrielino* (Wallace 1955). Coming ashore near Malibu Lagoon or Mugu Lagoon in October of 1542, Juan Rodriguez Cabrillo was the first European to make contact with the *Gabrielino* Indians. Occupying the southern Channel Islands and adjacent mainland areas of Los Angeles and Orange Counties, the *Gabrielino* are reported to have been second only to their *Chumash* neighbors in terms of population size, regional influence, and degree of sedentism (Bean and Smith 1978). The *Gabrielino* are estimated to have numbered around 5,000 in the pre-contact period (Kroeber 1925) and maps produced by early explorers indicate that at least 26 *Gabrielino* villages were within proximity to known Los Angeles River courses, while an additional 18 villages were reasonably close to the river (Gumprecht 1999). Other villages have been found to occupy several locations besides the marshes that bordered present-day Ballona Creek (Gumprecht 1999). Subsistence consisted of hunting, fishing, and gathering. Small terrestrial game were hunted with deadfalls, rabbit drives, and by burning undergrowth, while larger game such as deer were hunted using bows and arrows. Fish were taken by hook and line, nets, traps, spears, and poison (Bean and Smith 1978; Reid 1939 [1852]). The primary plant resources were acorns, gathered in the fall and processed with mortars and pestles, and various seeds that were harvested in late spring and summer and ground with manos and metates. The seeds included chia and other sages, various grasses, and islay or holly leafed-cherry (Reid 1939 [1852]).

## Historic Overview

The *Gabrielino* were virtually ignored between the time of Cabrillo's visit and the Spanish Period, which began in 1769 when Gaspar de Portola and a small Spanish contingent began their exploratory journey along the California coast from San Diego to Monterey. Passing through the Los Angeles area, they reached the San Gabriel Valley on August 2 and traveled west through a pass between two hills where they encountered the Los Angeles River and camped on its east bank near the present-day North Broadway Bridge and the entrance to Elysian Park. Father Crespi (a member of Portola's party) indicated in his diaries that on that day they "entered a spacious valley, well grown with cottonwoods and alders, among which ran a beautiful river. This plain where the river runs is very extensive and...is the most suitable site for a large settlement" (The River Project 2001). He goes on to describe this "green, lush valley"; its "very full flowing, wide river"; the "riot of color" in the hills; and the abundance of native grapevines, wild roses, grizzly, antelope, quail and steelhead trout. Crespi observed that the soil was rich and "capable of supporting every kind of grain and fruit which may be planted." The river was

named *El Rio y Valle de Nuestra Senora la Reina de Los Angeles de la Porciuncula*. Portola and his men continued their travels west before stopping for the night on August 3, and camped east of present-day La Brea Boulevard between Venice and Washington Boulevards, beside “an exceedingly copious spring” believed to be the location of present-day Ballona Creek (Gumprecht 1999).

*Gabrielino* villages are reported by early explorers to have been most abundant near the Los Angeles River, in the area north of downtown, known as the Glendale Narrows, and those areas along the river’s various outlets into the sea. *Gabrielino* villages were reported as bordering the river in several locations along present-day Ballona Creek but the names of these villages are unknown (Gumprecht 1999).

Missions were established in the years that followed the Portola expedition, the fourth being the Mission San Gabriel Archangel founded in 1771 near the present-day city of Montebello, approximately 7.5 miles east of the Project area. By the early 1800s, the majority of the surviving *Gabrielino* population had entered the mission system. The *Gabrielino* inhabiting Los Angeles County were under the jurisdiction of either Mission San Gabriel or Mission San Fernando. Mission life offered the Indians security in a time when their traditional trade and political alliances were failing and epidemics and subsistence instabilities were increasing (Jackson 1999).

On September 4, 1781, which was 12 years after Crespi’s initial visit, the *Pueblo de la Reina de los Angeles* was established not far from the site where Portola and his men camped. Watered by the river’s ample flow and the area’s rich soils, the original pueblo occupied 28 square miles and consisted of a central square, surrounded by 12 houses, and a series of 36 agricultural fields occupying 250 acres, plotted to the east between the town and the river (Gumprecht 1999).

An irrigation system that would carry water from the river to the fields and the pueblo was the community’s first priority and was constructed almost immediately. The main irrigation ditch, or *Zanja Madre*, was completed by the end of October 1781. It was constructed in the area of present-day Elysian Park and carried water south (roughly parallel to what is currently Spring Street) to the agricultural lands situated just east of the pueblo (Gumprecht 1999).

By 1786, the flourishing pueblo attained self-sufficiency and funding by the Spanish government ceased (Gumprecht 1999). Fed by a steady supply of water and an expanding irrigation system, agriculture and ranching grew, and by the early 1800s the pueblo produced 47 cultigens. Among the most popular were grapes used for the production of wine (Gumprecht 1999). Vineyards blanketed the landscape between present-day San Pedro Street and the Los Angeles River. By 1830, an estimated 100,000 vines were being cultivated at 26 Los Angeles vineyards. Over 8,300 acres of land were being irrigated by the *zanjas* during the 1880s (Gumprecht 1999).

The authority of the California missions gradually declined, culminating with their secularization in 1834. Although the Mexican government directed that each mission’s lands, livestock, and equipment be divided among its converts, the majority of these holdings quickly fell into non-Indigenous hands. Mission buildings were abandoned and quickly fell into decay. If mission life was difficult for Native Americans, secularization was typically worse. After two generations of dependence on the missions, they were suddenly disenfranchised. After secularization, “nearly all of the *Gabrielinos* went north while those of San Diego, San Luis, and San Juan overran this

county, filling the Angeles and surrounding ranchos with more servants than were required” (Reid 1977 [1851]:104).

The first party of U.S. immigrants arrived in Los Angeles in 1841, although surreptitious commerce had previously been conducted between Mexican California and residents of the United States and its territories. Included in this first wave of immigrants were William Workman and John Rowland, who soon became influential landowners. As the possibility of a takeover of California by the United States loomed large, the Mexican government increased the number of land grants in an effort to keep the land in the hands of upper-class *Californios* like the Domínguez, Lugo, and Sepúlveda families (Wilkman and Wilkman 2006:14–17). Governor Pío Pico and his predecessors made more than 600 rancho grants between 1833 and 1846, putting most of the state’s lands into private ownership for the first time (Gumprecht 1999). Having been established as a pueblo, property within Los Angeles could not be dispersed by the governor, and this task instead fell under the city council’s jurisdiction (Robinson 1979).

The United States took control of California after the Mexican-American War of 1846, and seized Monterey, San Francisco, San Diego, and Los Angeles (then the state capital) with little resistance. Local unrest soon surfaced, and Los Angeles slipped from U.S. control in 1847. Hostilities officially ended with the signing of the Treaty of Guadalupe Hidalgo in 1848, in which the United States agreed to pay Mexico \$15 million for the conquered territory, which included California, Nevada, and Utah, and parts of Colorado, Arizona, New Mexico, and Wyoming. The conquered territory represented nearly half of Mexico’s pre-1846 holdings. California joined the United States in 1850 as the 31st state (Wilkman and Wilkman 2006:15).

While the discovery of gold in Northern California in 1849 gave rise to the California gold rush, Los Angeles was where the first California gold was found. Francisco López had found several gold nuggets clinging to wild onion roots near the San Fernando Mission in 1842 (Guinn 1915; Workman 1935). The discovery of gold at Sutter’s Mill in 1849 led to an enormous influx of people from other parts of the United States in the 1850s and 1860s; these “forty-niners” rapidly displaced the old rancho families. Southern California’s prosperity in the 1850s was largely a result of the increased demand for cattle for meat and hides, which was created by the gold rush. Southern California was able to meet this need, and the local ranching community profited handsomely (Bell 1881:26).

Surrounded by miles of ranchos, Los Angeles was the center of a vibrant cattle industry throughout the 19th century. The city served as a trading hub for Southern California’s “cow counties,” and, at mid-century, the plaza was lined with the shops and town homes of ranch owners (Robinson 1979:243). In 1860, Los Angeles County had approximately 75,000 head of cattle, 14,000 horses, and 95,000 sheep. More than 55,000 bushels of wheat, 85,000 bushels of corn, and 209,000 pounds of wool were produced annually. The county accounted for approximately two-thirds of the state’s wine output, producing almost 163,000 gallons in 1860. These agricultural pursuits were essential to the local economy.

When the Southern Pacific Railroad (SPRR) extended its line from San Francisco to Los Angeles in 1876, newcomers poured into Los Angeles and the population nearly doubled between 1870 and 1880. The completion of the second transcontinental line, the Atchison, Topeka & Santa Fe

(Santa Fe), took place in 1886 causing a fare war that drove fares to an unprecedented low. More settlers continued to head west and the demand for real estate skyrocketed. As real estate prices soared, land that had been farmed for decades outlived its agricultural value and was sold to become residential communities. The subdivision of the large ranchos took place during this time. The city's population rose from 11,000 in 1880 to 50,000 by 1890 (Meyer 1981:45).

The tremendous influx of people necessitated an increase in public transportation options, and, in the final years of the 19th century, passenger rail lines proliferated. Beginning with the Spring and Sixth Street Railway Company in 1873, dozens of rail lines appeared throughout the Los Angeles area. The Los Angeles Pacific Company began improving and extending interurban rail lines in earnest in 1906, creating impressive new switching stations and tunnels designed to shorten travel time and increase efficiency (Electric Railway Historical Association n.d.). The majority of these lines were subsequently incorporated into the Pacific Electric Company.

As a result of growing population and the increasing diversion of water, the once plentiful water supply provided by the Los Angeles River began to dwindle. The extensive floodplain dried up; the richly vegetated landscape had been cleared for construction materials and fuel; and the tens of thousands of head of cattle, horses, and sheep had decimated the local grasses. A number of waterworks projects were underway during the second half of the 19th century in an effort to increase water flow and water retention. These projects included the construction of Echo Park Reservoir, the Silver Lake Reservoir, and the further expansion of the *zanja* irrigation ditches. When these measures proved insufficient, a more permanent solution to Los Angeles' water shortage was sought. Under the direction of city engineer William Mulholland, the Los Angeles Bureau of Water Works and Supply constructed the 238-mile-long Los Angeles Aqueduct. This 5-year project, completed in 1913, employed the labor of more than 5,000 men and brought millions of gallons of water into the San Fernando (now Van Norman) Reservoir (Gumprecht 1999). Now able to offer water and sewer service at a grand scale, many smaller cities were voluntarily incorporated by Los Angeles (Robinson 1979:244).

The beginning of the 20th century saw the expansion of the suburban metropolis, where a vast network of residential communities outgrew city centers with the single-family home and private space taking precedence over public space (Hawthorne 2006). Inexpensive automobiles gained popularity in the 1920s, soon creating tremendous congestion in the centers of cities and necessitating alternate transportation routes. Dozens of freeways were constructed in the post-World War II years, radically altering the character of Los Angeles by simultaneously dividing local neighborhoods and connecting outlying communities.

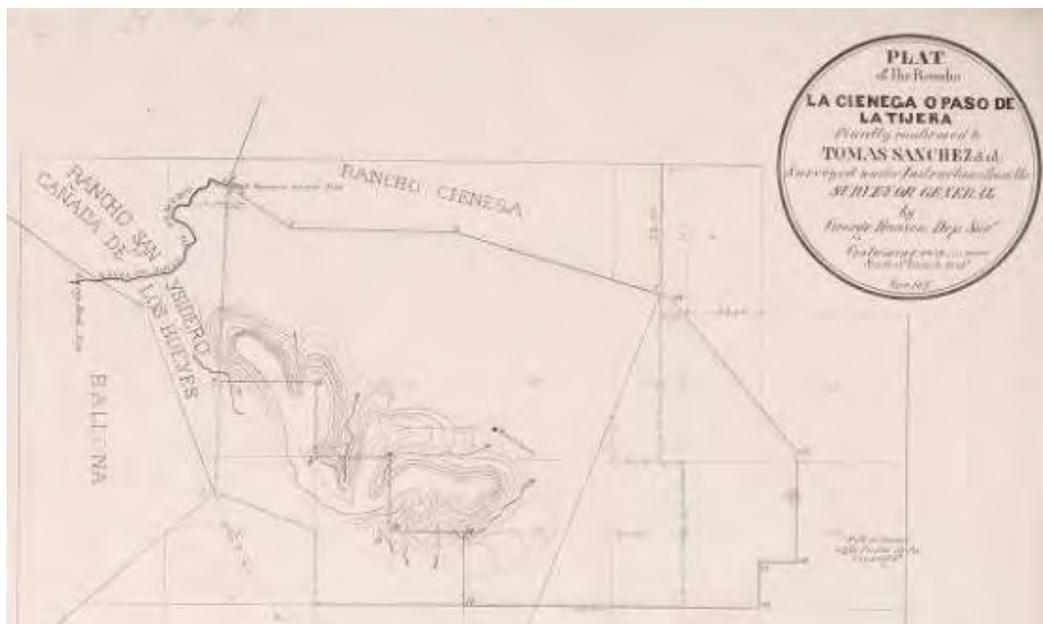
During the first three decades of the 20th century, more than two million people moved to Los Angeles County, transforming it from a largely agricultural region into a major metropolitan area. By 1945, Los Angeles had undertaken 95 annexations, expanding from a 28-square-mile agrarian pueblo into a densely populated city covering more than 450 square miles (Robinson 1979:245).

### **Rancho Cienega Sports Complex**

In 1843, Governor Manuel Micheltorena granted Rancho La Cienega o Paso de la Tijera to Vicente Sanchez (Kielbasa 1997) (Plate 1). The grant took the first half of its name from the

swamps (*cieneegas*) and a crossing (*paso*) over a ditch (*tijera*) located in the grant. The rancho was east of present-day La Cienega Boulevard and south of Exposition Boulevard, and included Baldwin Hills, Leimert Park, Ladera Heights, and Windsor Hill.

Sanchez died in 1846, and after the Treaty of Guadalupe Hidalgo in 1848, his heirs, including his grandson Tomas Sanchez, filed a claim for the grant to the Public Land Commission in 1852, as required by the Land Act of 1851. The land remained in the Sanchez family until 1875 (Plate 1).



**Plate 1. Plat of the Rancho La Cienega o Pas de la Tijera, circa 1857 (Huntington Digital Library)**

In 1875, the Los Angeles and Independence Railway opened along the border between Rancho La Cienega o Paso de la Tijera and Rancho Las Cienegas to the north (present-day Los Angeles Metropolitan Authority Exposition Line). The railroad spurred land speculation continuing development in the late 19th century. Along the railroad, the community of Palms was founded during the boom of 1887–1888 after the transcontinental railroads brought thousands of new settlers to Los Angeles (Robinson 1939). Eventually, as part of the Palms Annexation, the Project area was annexed by the City of Los Angeles on May 22, 1915 (City of Los Angeles 2013).

In 1875, Tomas Sanchez sold Rancho La Cienega o Paso de la Tijera to Francis Pliney Fisk Temple, Arthur J. Hutchinson, Henry Ledyard, and Daniel Freeman. Temple used the land as collateral to establish the Temple-Workman Bank, but when the bank failed in 1876, the land was forfeited to businessman and horse racing magnate Elias J. “Lucky” Baldwin. The western section of the rancho became Baldwin Hills, and the land was used to pasture sheep. Baldwin was also instrumental in the founding of Arcadia, California. Baldwin died in 1909 and his daughter Anita M. Baldwin inherited the land. In 1916, oil drilling began on the land (French 1970).

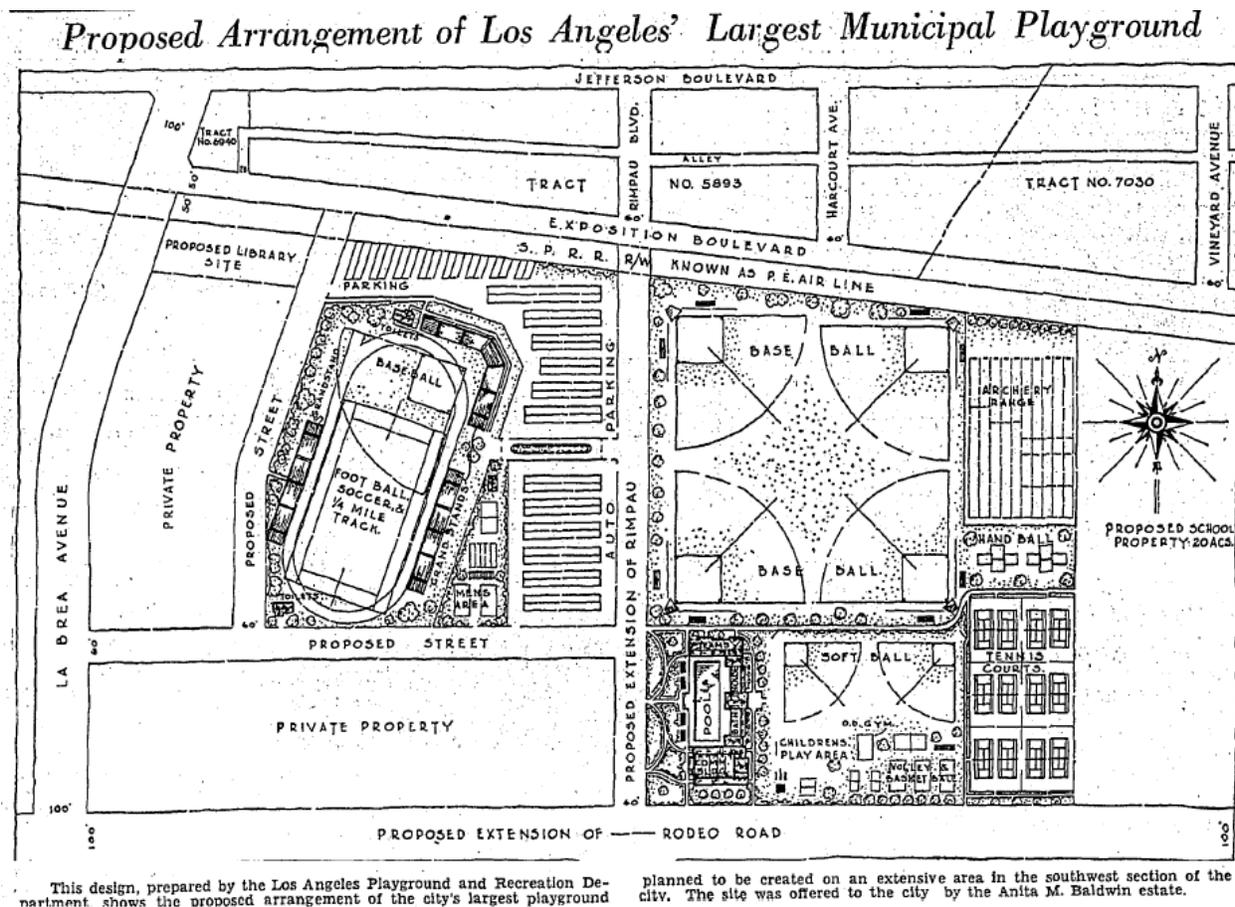
Born in 1876, Anita M. Baldwin was one of the wealthiest women in the United States after she inherited her wealth from her father (*Zanesville Signal* 1932) (Plate 2). She was a philanthropist, traveler, composer, and animal lover, and founded the Anita M. Baldwin Hospital for Babies in 1919 and presided over the Los Angeles Society for the Prevention of Cruelty to Animals (Gazzar 2012). In 1932, she announced her intention to sell all her holdings and to retire to Europe, because she was tired, “of worry and care incident to the management of the estate of her father, who was reputedly the largest landholder in California” (*Zanesville Signal* 1932).



**Plate 2. Portrait of Anita M. Baldwin, 1927 (Arcadia Public Library)**

A few years before her death in 1939, Anita M. Baldwin donated a 30-acre tract of the former Rancho La Cienega o Paso de la Tijera to the City’s Department of Playground and Recreation. The tract was meant for the creation of “the largest playground in Southern California” (LAT 1936b), “with the objective of making it a great recreation center not only for the immediate neighborhood and district but for the entire city as well” (LAT 1936a). Original plans called for a football field with running track and bleachers; baseball and softball diamonds; tennis, handball, and horseshoe courts; croquet grounds; an archery range; volleyball and basketball courts; a community clubhouse; and a play area for small children (Plate 3). Proposed buildings included team dressing quarters, a field house, playground headquarters building, and service buildings (LAT 1936a). In addition, a swimming pool and bathhouse were planned for the complex. The cost of the first phase of the project was estimated to be \$139,646 and was financed by the Works Progress Administration (WPA) (LAT 1936c). The groundbreaking ceremony for the complex took place on November 10, 1936, with a gathering of over 300 people, including City officials and honored guests (LAT 1936a). At the same time, construction of the new Western

District (West Adams, present-day Dorsey) High School was planned immediately adjacent to the complex to the east (LAT 1936c).

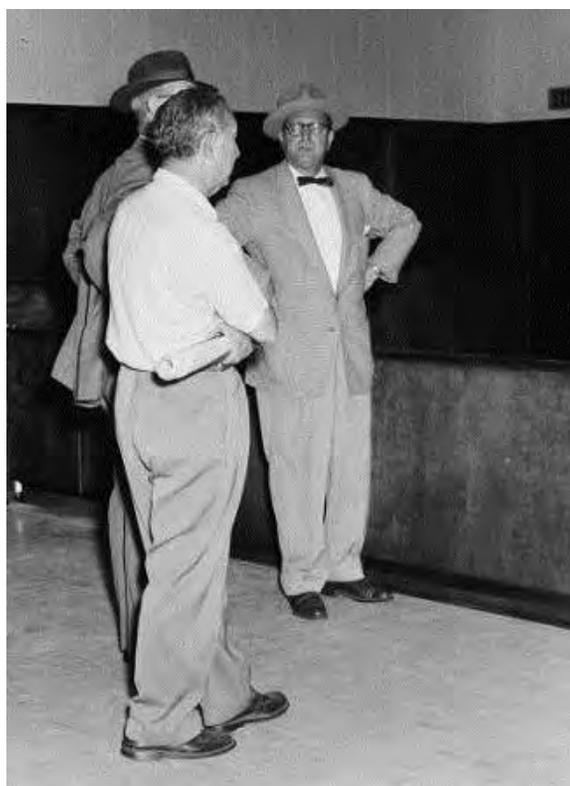


**Plate 3. Plan for new playground, 1936 (LAT 1936b)**

By July 1937, the construction of “four tennis courts, two baseball diamonds with guard fences and bleachers, a large team athletic building and a field structure, a small children’s play area with apparatus, sand boxes and pergolas, courts for volleyball, basketball, horseshoes, croquet, archery range, walks, drives and parking areas” was completed (LAT 1937a). For beautification of the site, 1,435 trees and shrubs were installed around the facility (LAT 1937b). At this time, additional improvements were proposed, including a complete sports stadium seating 6,000 people with a football and soccer field and running track, and eight more tennis courts, two more baseball fields with bleachers, parking areas, walkways, and other features, completing the plan for the site. The \$73,000 cost of the additional facilities would be shared between the WPA and the City. However, construction of the proposed pool, bathhouse, and community center was postponed: “Construction of these latter features will depend upon the speed of the residential development in the area surrounding the playground...” (LAT 1937a). At the time: “Rancho Cienega recreation center is considered one of the most important major units in the Playground and Recreation Department’s system of playgrounds” (LAT 1937a).

In 1957, Los Angeles voters approved a \$39.5 million bond for parks and recreation, \$5 million of which was dedicated to municipal pools. Rancho Cienega pool was one of 15 new pools constructed with the money (Los Angeles Department of Recreation and Parks 2004). In 1960, the City Recreation and Park Commission opened bidding to construct the new indoor pool (LAT 1960).

Albert Criz (1907–1991) was chosen to design the building (Plate 4). Criz received his B.S. in Architecture from Armour Institute (now the Illinois Institute of Technology) in 1929 (Koyl 1962:144). By 1942, Criz was practicing in California, when he assisted architect William Pereira in designing a home for aged actors known as the Motion Picture Country House (LAT 1942). Criz's work was prolific and broad in scope. According to a listing in the *American Architects Directory*, his firm specialized in residential, commercial, industrial, religious, educational, recreational, health facilities, penal institutions, public buildings, and military structures (Koyl 1962:144). His principal works are listed as Atascadero State Hospital, San Luis Obispo (1954); Anaheim Memorial Hospital (1956); West Los Angeles County Courts Building (1957); Stoner Avenue Elementary School (1957); City Administration Building (1959); and 4032 Wilshire Office Building (1960).



**Plate 4. Albert Criz (right), stands in a courtroom of Valley County Building, Van Nuys, which he designed (James 1955)**

Other Criz designs for civic buildings include the Valley County Building in Van Nuys; the Jewish Community Building and library at 590 North Vermont Avenue; the Temple Beth Ami at 18449 Kittridge Street in Reseda; the International Ladies Garment Workers Union at 1130 S.

Maple Street; International Towers in Long Beach; West Valley Community Hospital at 5333 Balboa Boulevard in Encino; Doric Motor Hotel at 1020 South Figueroa Street; and Green Acres Hospital at 9750 Haskell Avenue, North Hills. In addition, Criz served as architect on additional buildings and alterations at North Hollywood High School. His residential work included homes in the luxury Royal Woods development in Sherman Oaks, and the more modest Mar Vista Gardens at the intersection of Inglewood Boulevard and Braddock Drive in Culver City. The Los Angeles Conservancy considers Mar Vista Gardens “among the best examples of quality, community-centric design in public housing” (Los Angeles Conservancy 2015a). Arguably Criz’s most significant design work is the West Los Angeles Civic Center, including the West Los Angeles City Hall, the West Los Angeles Pedestrian Mall, the West Los Angeles Courts Building, and the parking facility at 1620 Butler Avenue (Terence 1964; LAT 1970, 1972, 1974). The Los Angeles Conservancy opines, “This civic center is a great example of Mid-Century Modern architecture in an institutional context, and serves as an intact reminder of Los Angeles’ rapid postwar expansion” (Los Angeles Conservancy 2015b). The City Historic Resources Inventory has documented the West Los Angeles Civic Center Historic District and found it eligible for the National Register of Historic Places (NRHP) (SurveyLA 2012).

Criz designed the new Rancho Cienega pool with a distinctive modernist style, including diamond-shaped window panels on its south façade. The new pool was opened in June 1963 (LAT 1963). The heated pool was also the only covered municipal pool at the time and, therefore, the only municipal pool to remain open year-round (LAT 1965, 1967). In 1990, the Rancho Cienega pool was closed due to leaking and water circulation problems. It was not reopened until 1993, after \$250,000 in improvements, which included repainting; replacing broken windows and doors; and installing new filters, a heating system, and a dehumidifier (Harris 1992; Aubry 1993).

In 1998, following a proposal by Councilman Nathaniel N. Holden, the City Council voted to rename Rancho Cienega Park gymnasium for Lonnie Wilson, Jr., and its pool in honor of Celes King III. Wilson was a community activist. King was a past national president of the Professional Bail Agents of the United States, past president of the Los Angeles City Human Relations Commission and the Los Angeles NAACP, and former state chairman of the Congress of Racial Equality (*Los Angeles Sentinel* 1998; LAT 1998).

In 2001, Rancho Cienega Sports Complex was one of 10 parks to receive major improvements. The improvements were made as part of the Clean and Safe Spaces, or CLASS, program begun by Mayor Richard Riordan and continued by Mayor Kenneth K. Hahn (McGreevy 2001).

## RESEARCH

The cultural resources investigation for this Project involved archival research, including a cultural resources records search, a paleontological records check, a search of Sacred Lands File, other background research, and a Native American Contact Program.

### ARCHIVAL RESEARCH

#### Records Search

Archival research of the Project site was conducted by Linda Kry on September 29, 2015, at the South Central Coastal Information Center housed at California State University, Fullerton. The research focused on the identification of previously recorded cultural resources within a 0.5-mile radius of the Project area of potential effects (APE). The archival research involved review of cultural resources site records, historic maps, and historic site and building inventories. The NRHP database and listings for the California State Historic Resources Inventory (HRI), and the California Historical Landmarks (CHL) Register were examined to determine whether any resources in the study area were listed in or had been determined eligible for these registers. The California Point of Historical Interest, the California Register of Historical Resources (CRHR), and the City of Los Angeles Historic-Cultural Monuments (LAHCM) also were reviewed for resources located within the study area.

#### Previous Cultural Resources Investigation Reports

The records search revealed that 25 cultural resources investigations were previously conducted within a 0.5-mile radius of the Project APE (Table 1). These previous investigations include one report on the archaeology of Ballona Creek; one reconnaissance report; five Phase I reports; one publication about the Haverty Human Skeletons; one archaeological records search and impact evaluation report; a compilation of archaeological site information; a report on prehistoric Native American cultural sites in the Santa Monica Mountains; six evaluation and/or investigation reports; one survey report; three monitoring and/or treatment plan reports; two Historic Property Survey Reports (HPSRs); and one request for concurrence for no adverse effect report. The Project APE has not been previously surveyed.

**Table 1. Previous Surveys Conducted within the Study Area**

Author	Report # (LA-)	Description	Date
Belous, Russell E. and Charles E. Rozaire	00751	Preliminary Report on the Archaeology of the La Ballona Creek Area, Los Angeles County	1950
Bonner, Wayne H.	07340	Cultural Resource Records Search and Site Visit Results for Cingular Telecommunications Facility Candidate LA-467- 01 (EL-044-01) 5035 Coliseum Street, Los Angeles, Los Angeles County, California	2005

<b>Author</b>	<b>Report # (LA-)</b>	<b>Description</b>	<b>Date</b>
Bonner, Wayne H.	*09202	Cultural Resources Records Search and Site Visit Results for T-Mobile Candidate SV112412C (Exposition Boulevard), 4801 Exposition Boulevard, Los Angeles, Los Angeles County, California	2007
Bonner, Wayne H. and Sarah A. Williams	10212	Cultural Resources Records Search and Site Visit Results for T-Mobile USA Candidate SV11242D (4826 W. Jefferson Monopole), 4826 West Jefferson Blvd, Los Angeles, Los Angeles County, CA	2009
Brooks, Sheilagh and Richard H. Brooks	02967	The Haverty Human Skeletons: Morphological, Depositional, and Geochronological Characteristics	1990
Buckham, Bonnie M.	03583	The Los Angeles Basin and Vicinity: A Gazetteer and Compilation of Archaeological Site Information	1974
Christy, Juliet L.	06407	Archaeological Investigation of Fire Station No. 94-Crenshaw Los Angeles, California	2002
Dillon, Brian D.	03501	Archaeological Record Search and Impact Evaluation for the Los Angeles Wastewater Program Management (NOS-NCOS) Project Los Angeles, California	1990
Farmer, Malcolm F.	00839	Preliminary Notes of an Archaeological Reconnaissance of Indian Camp Sites in the Baldwin Hills-Ballona Creek Region of Los Angeles County, California	1936
Foster, John M. and Dana Slawson	*04667	Historic Resource Evaluation Report Exposition Boulevard Right-of-way Regional Bikeway Project Los Angeles County, California	1999
Greenwood, Roberta S., Scott Savastio, and Peter Messick	*10506	Cultural Resources Monitoring: North Outfall Sewer – East Central Interceptor Sewer Project	2004
Horne, Melinda C.	*11409	Construction Phase Cultural Resources Monitoring and Treatment Plan for the City of Los Angeles North Outfall – East Central Interceptor Sewer Project	2000
King, Chester	03587	Prehistoric Native American Cultural Sites in the Santa Monica Mountains	1994
King, Phil V.	*08955	Final Report for Year Three Historical and Cultural Resources Survey of Los Angeles: Sylmar, Watts, Crenshaw, and Vermont/Slawson	1983
McKenna, Jeanette	*10762	An Architectural Evaluation of Buildings within the Dorsey High School Campus in Anticipation of Campus Improvements, Los Angeles, Los Angeles County, CA	2010
McKenna, Jeanette A.	*11070	A Cultural Resources Investigation and Architectural Evaluation of the Commercial Building at 5051 Rodeo Road, Los Angeles, Los Angeles Co., CA	2011
Robinson, Mark	*10860	Exposition Corridor Light Rail Transit Project Construction Phase Cultural Resources Monitoring and Treatment Plan	2007
Rogers, Leslie	11240	Exposition Light Rail Transit Project: Request for Concurrence on Finding of No Adverse Effect and Proposed De Minimis Impact Finding Under Section 4(f) of the DOT Act; Dorsey High School and Farmdale Avenue Station	2010

<b>Author</b>	<b>Report # (LA-)</b>	<b>Description</b>	<b>Date</b>
Slawson, Dana	*10574	Bridge Evaluation Report: Exposition Boulevard Right-of-way Regional Bikeway Project, Los Angeles County, California	1999
Slawson, Dana and John M. Foster	*10575	Historic Property Survey Report – Exposition Boulevard Right-of-way Regional Bikeway Project, Los Angeles County, California	1999
Starzak, Richard, Alma Carlisle, Gail Miller, Catherine Barner, and Jessica Feldman	*10887	Historic Property Survey Report for the North Outfall Sewer-East Central Interceptor Sewer, City of Los Angeles, County of Los Angeles, California	2001
Taniguchi, Christeen	08006	Historic Architectural Evaluation and Partial Section 106 Compliance for a Proposed Wireless Telecommunications Service Facility Located at 5142-5150 West Jefferson Boulevard in the City of Los Angeles, Los Angeles County, California	2005
Wlodarski, Robert J.	*02838	Results of a Phase 1 Archaeological Study for the Proposed East Central Interceptor Sewer [ecis] Project, East-west Alignment, Los Angeles County, California	1993
Wlodarski, Robert J.	*03019	Results of a Phase I Archaeological Study for the Proposed East Central Interceptor Sewer [ecis] Project, East-west Alignment, Los Angeles County, California	1994
Wlodarski, Robert J.	03090	Addendum Report: Results of a Phase 1 Archaeological Study New Construction Shaft Site for the Proposed East Central Interceptor Sewer [ecis] Project, East-west Alignment, Los Angeles County, California	1994

\*Surveys adjacent to the Project APE.

### **Previously Recorded Cultural Resources**

The records search also indicated that a total of 24 cultural resources have been previously recorded within the study area (0.5-mile radius of the Project APE) (Tables 2 and 3). This includes five archaeological sites, 18 buildings, and one district.

The archaeological resources consist of five prehistoric sites (Table 2). None of these archaeological sites occur within the Project APE.

**Table 2. Previously Recorded Archaeological Sites within the Study Area**

Primary Number (P-19-)	Trinomial	Site Type	Time Period	Description
000070	CA-LAN-070	Seasonal Camp or Village Site	Prehistoric	Malcolm Farmer's Baldwin Hills Site No. 4. Artifacts include a mano, a metate fragment, a rock of unknown use, a worked schist, and other unidentifiable tools
000071	CA-LAN-071	Seasonal Camp or Village Site	Prehistoric	Malcolm Farmer's Baldwin Hills Site No. 5. Artifacts include manos, three metates, pestles, and a perforated cog stone
000072	CA-LAN-072	Seasonal Camp or Village Site	Prehistoric	Malcolm Farmer's Baldwin Hills Site No. 6. Artifacts include a fragment of a flat-bottomed mortar and one quartz rock
000073	CA-LAN-073	Seasonal Camp or Village Site	Prehistoric	Malcolm Farmer's Baldwin Hills Site No. 7. Artifacts include a chopper tool and some unidentifiable broken stone
000171	CA-LAN-171	Burial	Prehistoric	At least six human burials at depths between 19–23 feet below ground surface

Sites P-19-000070, P-19-000071, P-19-000072, and P-19-000073 are prehistoric seasonal camps or village sites located along the southern portion of the Southern Pacific Railroad/Pacific Electric Railway, at the southern fork of Ballona Creek and west of La Brea Avenue. Site P-19-000070 (Malcolm Farmer's Baldwin Hills Site No. 4) measures approximately 152 meters east-west by 61 meters north-south and is referred to as Malcolm Farmer's Baldwin Hills Site No. 4. The site was recorded in 1950 and consists of a mano, a metate fragment, a rock of unknown use, a worked schist, and other unidentifiable tools. Site P-19-000071 (Malcolm Farmer's Baldwin Hills Site No. 5) measures approximately 152 meters east-west by 91 meters north-south and is located just southwest of site P-19-000070. The artifact assemblage consists of manos, three metates, pestles, and a perforated cog stone. Site P-19-000072 (Malcolm Farmer's Baldwin Hills Site No. 6) is located west of site P-19-000071 and measures approximately 152 meters east-west by 61 meters north-south. This site consists of a fragment of a flat-bottomed mortar and one quartz rock. The fourth site, Site P-19-000073 (Malcolm Farmer's Baldwin Hills Site No. 7), is located east of site P-19-000072 and just west of La Brea Avenue and measures approximately 30 meters by 15 meters. The artifact assemblage for this site consists of a chopper tool and some unidentifiable broken stone.

According to the site records, all the sites described above were observed on a ridge of ground that is higher than the surrounding area and formed islands composed of peat bog when water in the surrounding area was at a low setting at an unknown time period. The site records also indicate that the sites may have been destroyed historically by housing development in the surrounding area. The associated site maps were provided by the owner of the land, Rozaire, a farmer whose property consisting of a ranch, was situated where the sites were identified. These sites are between 0.25 mile and 0.5 mile west of the Project APE.

Site P-19-000171 consists of at least seven prehistoric human burials. According to archival records, the site was documented in 1950 and was discovered approximately one-third of a mile west of Crenshaw Boulevard, 300 yards south of the Pacific Electric tracks, and one-third of a mile southeast of Dorsey High School. The burials were uncovered approximately 19 to 23 feet below the ground surface. The site is situated approximately 0.5 mile southeast of the Project APE.

In addition to the archaeological resources listed in Table 2, the records search also indicated that 18 buildings and one district were previously recorded within 0.5 mile of the Project APE (Table 3). Of the 19 recorded built resources, nine are residential buildings, two are factories, one is a warehouse, one is an industrial building, one is a commercial building, one is a restaurant/auto body shop, two are schools, one is a railway system, and one is a district (Baldwin Hills Village). Two resources, the Dorsey High School (P-19-188894) and the SPRR (P-19-188984) are adjacent to the Project APE (see Table 3); however, none of the resources are located within the Project APE.

**Table 3. Previously Recorded Built Resources within the Study Area**

<b>P-Number (P-19-)</b>	<b>Resource Name</b>	<b>Description</b>	<b>Date</b>
170399	2611 Orange Drive	Cienega Elementary School	1940
170400	2838 Orange Drive	Residence	1905
174405	5300 Rodeo Road	Baldwin Hills Village; Village Green	1942
187434	5142-5144 West Jefferson Boulevard	Industrial Building	1946-1947
*188894	3537 Farmdale Avenue	Susan Miller Dorsey High School	1937-1961
*188984	Southern Pacific Railroad/Pacific Electric Railway	Other identifier: Los Angeles and Independence Railroad; Santa Monica Airline; Segment is located between the 1000 and 6000 blocks of Exposition Boulevard	1857-1987
189069	3417 Farmdale Avenue	Residence	1932
189070	3421 Farmdale Avenue	Residence	1946
189071	3424 Farmdale Avenue	Residence	1946
189072	3425 Farmdale Avenue	Residence	1946
189073	3430 Farmdale Avenue	Residence	1926
189074	3431 Farmdale Avenue	Residence	1941
189075	3433 Farmdale Avenue	Commercial	1946
189085	4522–4544 West Jefferson Boulevard	Restaurant/Auto Body Shop	1947
189086	4600 West Jefferson Boulevard	Warehouse	1952
189087	5112 West Jefferson Boulevard	Factory	1946
189088	5132 West Jefferson Boulevard	Factory	1948
189089	5162 West Jefferson Boulevard	Residence	1930
189492	2641 Hobart Avenue	Residence	1907

\*Adjacent to the Project APE.

## Historic Property Data File

The Directory of Properties in the Historic Property Data File identified five resources within the study area, but outside of the Project APE (Table 4). Two of the resources are listed in or eligible for listing in the NRHP and CRHR.

**Table 4. Previously Recorded Historic Properties within the Study Area**

Primary Number (P-19-)	Historic Resource/Address	NRHP and CRHR Status	Date
188894	Dorsey High School; 3537 Farmdale Avenue	Determined eligible for NRHP; listed in CRHR	1938
-	4801 Exposition Boulevard	Determined ineligible for NRHP; not evaluated for CRHR	1956
-	5202 Exposition Boulevard	Determined ineligible for NRHP; not evaluated for CRHR	1947
-	3036 Farmdale Avenue	Determined ineligible for NRHP; not evaluated for CRHR	1925
174405	Baldwin Hills Village; 5300 Rodeo Road	Listed in NRHP and CRHR	1941

Dorsey High School (P-19-188894) is located immediately east of the Project APE at 3537 Farmdale Avenue. The school was determined eligible for listing in the NRHP by a consensus through the Section 106 process and is listed in the CRHR. Dorsey High School is also referred to as the Susan Miller Dorsey High School and was originally constructed in 1937. The school consists of an administration building; numerous classroom buildings; two gymnasiums; a cafeteria; a student store; outdoor lunch areas and courtyards; a boiler room; shops; and athletic fields. H.L. Gogerty and C.E. Noerenberg are the architects that designed the school in an Art Deco style. The school's period of significance is 1937–1961 as it was originally constructed between 1937 and 1939; subsequent construction occurred ca. 1958 and 1960; and more recent construction occurred post 1969 (McKenna 2010).

The building located at 4801 Exposition Boulevard is a warehouse that was constructed in 1956. According to the HRI listing, the building was evaluated in 2008 and was determined ineligible for the NRHP by consensus through the Section 106 process, but was not evaluated for the CRHR or local listing.

The building located at 5202 Exposition Boulevard is a residential building that was constructed in 1947. The HRI listing indicates that the building was evaluated in 2003 and was determined ineligible for listing in the NRHP pursuant to Section 106 without review by the State Historic Preservation Officer (SHPO).

The building located at 3036 Farmdale Avenue is a residential building that was constructed in 1925. The HRI listing indicates that the building was evaluated in 2008 and was determined ineligible for listing in the NRHP pursuant to Section 106 without review by SHPO.

Baldwin Hills Village (P-19-174405) located at 5300 Rodeo Road is a district that is situated less than 0.25 mile southwest of the Project APE. The district is listed as multi-dwelling and is a middle-income residential community situated on 64 acres. The contributing resources within the district include 94 residential buildings, a clubhouse that has been converted into two separate residences, one building for administration and community activities, one maintenance building, and 64 garage structures. The noncontributing resources to the district consist of 28 garage structures. The overall design style of the resources within the district is classified as Modern Movement. According to the site record for this resource, the architects of Baldwin Hills Village, Clarence Stein (consulting architect), Reginald D. Johnson, Lewis Wilson, Edwin Merrill, and Robert Elexander, modeled the village after Stein's "Radburn Idea," providing high-quality urban housing for residents. The construction of the village began in 1941 and was completed in 1942 with the cost of approximately \$3.3 million and was backed by Franklin Delano Roosevelt's new Federal Housing Administration. The district was evaluated in 1993 and is listed in both the NRHP and the CRHR.

### California Historical Landmarks

A search of the CHL list found no additional landmarks within the study area.

### Los Angeles Historic-Cultural Monuments

LAHCMs are sites in Los Angeles that have been designated by the Los Angeles Cultural Heritage Commission. A historical or cultural monument is eligible for listing as an LAHCM under Article 4, Section 22.130 of the City of Los Angeles Administrative Code.

No LAHCMs were identified within the APE, but two LAHCMs were identified within 0.5 mile of the APE (Table 5).

**Table 5. Los Angeles Historic-Cultural Monuments within the Study Area**

Monument Number (LAHCM-)	Address	Description
174	5112–5995 Village Green	Village Green
1066	Martin Luther King, Jr. Boulevard Degnan Boulevard Leimert Boulevard	South Los Angeles Canary Island Pine Street Trees

LAHCM-174 is the Village Green, also known as Baldwin Hills Village, described in the Historic Property Data File section above.

LAHCM-1066 is a group of Canary Island pine trees planted along Martin Luther King, Jr., Degnan, and Leimert Boulevards. The trees were planted in the early 1990s as the largest living memorial to Dr. Martin Luther King, Jr. The trees planted along Martin Luther King, Jr. Boulevard extend to Nicolet Avenue, within 0.15 mile of the APE. LAHCM-1066 has not been evaluated for the NRHP or the CRHR because, at the time of its listing as an LAHCM, it failed to meet the 45-year threshold for the CRHR or the 50-year threshold for the NRHP.

Additional historic research to develop a historical context for the Project area was conducted at a number of archival repositories and local agency archives. Archives searched include the Los Angeles Public Library (LAPL), the Los Angeles County Office of the Assessor website, and Navigate LA. Documents searched during the course of the research include book publications, historic newspaper articles, historic photographs, historic maps, and historic site and building inventories.

### Historic Maps

The earliest maps showing the Project area are diseños of Rancho Cienega o Paso de la Tijera. These diseños show the Project area as mostly undeveloped land. The northern boundary of the rancho follows a drainage approximately at the location of the Los Angeles County Metropolitan Transportation Authority's (Metro) Expo Line light rail tracks. One diseño in the Huntington Library labels this feature a "sanja" (Botello 1857); it may in part be an artificial drainage ditch. A second diseño, which depicts the rancho as it existed in 1857, shows swamps over much of the Project area. The drainage on the north end of the rancho is shown, as is a second drainage along a portion of what is today Martin Luther King, Jr. Boulevard. A crossing southeast of the Project area, approximately at the current location of the intersection of Martin Luther King, Jr. Boulevard and Crenshaw Boulevard, is labeled "Paso de la Tijera" (Botello 1857). However, these drainages are not shown as parts of the massive City-maintained zanja system in William H. Hall's comprehensive *Irrigation Map of Los Angeles and San Bernardino Counties* (Hall 1888).

Early U. S. Geological Survey (USGS) maps show a swampy terrain crossed by a braided channel (USGS 1898, 1902). Railroad tracks follow the alignment now occupied by the Metro Expo Line, and a depot called Cienega is located east of the Project area.

By the 1920s, the land appears to have been largely reclaimed. Swamps are no longer prevalent, and the drainages are more regular. A drainage now appears in a straight line flowing northwest-southeast along the approximate modern route of Martin Luther King Boulevard. This drainage cuts diagonally across the current location of Jackie Robinson Stadium (USGS 1921, 1926).

By the 1950s, much of the area surrounding the Project area has been developed. Dorsey High School appears to the east of the Project area. The Project area itself is designated Rancho Cienega Playground. The drainage that flowed diagonally across the Project area is by then the six-lane Santa Barbara Avenue (now Martin Luther King, Jr. Boulevard), but no trace of the drainage exists in the Rancho Cienega Sports Complex (USGS 1953).

## NATIVE AMERICAN CONTACT PROGRAM

### Sacred Lands File Search

As part of this investigation, AECOM conducted a Native American contact program on behalf of the City, to inform interested parties of the proposed Project and to address any concerns regarding Traditional Cultural Properties or other resources that might be affected by the Project. The program involved contacting Native American representatives provided by the Native American Heritage Commission (NAHC) to solicit comments and concerns regarding the Project. Documents pertaining to the Native American contact program are attached as Appendix B.

Letters were prepared and mailed to the NAHC on September 25, 2015. The letters requested that a Sacred Lands File check be conducted for the Project and that contact information be provided for Native American groups or individuals that may have concerns about cultural resources in the Project area. The NAHC responded to the request in a letter sent via email on October 9, 2015, and dated October 7, 2015. The letter indicated that a Sacred Lands File search had been conducted with negative results. The letter also included an attached list of Native American contacts whom it indicated may have information about Native American cultural resources within the Project area.

Letters were mailed on September 24, 2015, to nine groups (parties) anticipated to be on the NAHC contact list: Anthony Morales of the Gabrielino/Tongva San Gabriel Band of Mission Indians, Andrew Salas of the Gabrielino Band of Mission Indians – Kizi Nation, Bernie Acuna and Conrad Acuna of the Gabrielino-Tongva Tribe, John Tommy Rosas of the Tongva Ancestral Territorial Tribal Nation, Linda Candelaria of the Gabrielino-Tongva Tribe, Robert F. Dorame of the Gabrielino Tongva Indians of California Tribal Council, Sam Dunlap of the Gabrielino Tongva Nation, and Sandonne Goad of the Gabrielino/Tongva Nation. Maps depicting the Project APE and response forms were attached to each letter. Follow-up phone calls were made to each of these nine parties on October 9, 2015. Two responses were received, and one commented during follow-up calls, as described below.

In addition to the parties listed above, Chairperson Rosemary Morillo (Attn: Carrie Garcia) of the Soboba Band of Mission Indians was identified in the list provided by the NAHC on October 9. A letter was sent to Chairperson Morillo, Attn: Carrie Garcia, on October 12, 2015. Mr. Joseph Ontiveros responded to the letter via mail dated November 11, 2015. The letter is confidential, but the contents of the letter have been taken into consideration under the Native American contact program.

Mr. Andrew Salas responded to the letter via email on September 30, 2015. Mr. Salas indicated in his email that the Project location is “within sacred village sites and is known to be highly sensitive.” Mr. Salas requested that one of his tribal monitors be on-site to monitor all ground-disturbing activities.

Mr. Anthony Morales was reached by phone on October 9, 2015. Mr. Morales stated that even though no prehistoric cultural resources had been identified in the Project footprint, he considers

additional cultural landscape elements to make his determination about cultural sensitivity. These elements include the location of the Project in an area considered closer to the west where there is a high presence of known village sites and higher populations in the past; the proximity of the Project to the Interstate 10 freeway, which likely follows major travel ways used by people in the past; and the likely presence of known historic or present waterways that would suggest past use, as well as open spaces that still contain indigenous plant species that people would have used for medicine, food, and other resources. Based on this, Mr. Morales suggested that a Native American monitor should be present during ground disturbance activities due to the proximity of known prehistoric sites. Mr. Morales also suggested that his group, the Gabrieleno/Tongva San Gabriel Band of Mission Indians, be contacted for monitoring activities.

## PALEONTOLOGICAL RECORDS SEARCH

A paleontological records search was conducted by Dr. Samuel McLeod, Vertebrate Paleontology Division of the Natural History Museum of Los Angeles County on September 30, 2015. The records check indicated that fossil localities are known nearby and within the same sedimentary deposits that occur in the Project APE, but none have been recorded within the Project APE itself (McLeod 2015; Appendix C).

### *Formations*

Surficial deposits in most of the Project APE consist of younger Quaternary Alluvium derived broadly as fluvial deposits from the Los Angeles River to the east that flows towards what is now Ballona Creek that flows just to the west of the APE. At the southwestern one-third of the Project APE, surficial deposits consist of younger Quaternary deposits of clay and sand derived from a preexisting marshland.

### *Results*

Younger Quaternary Alluvium usually does not yield significant fossil vertebrates in its upper levels. However, older Quaternary Alluvium, which is relatively shallow in the Project APE, may contain significant fossils and can be found at varying depths beneath the younger alluvium. In the 1920s, excavation work for outfall sewers in the vicinity of the Project APE revealed a cluster of fossil specimens in the older Quaternary sediments.

Eight Los Angeles County Museum (LACM) fossil localities were identified in older Quaternary deposits near the Project APE (Table 6). The closest is LACM 3369, located approximately 0.20 mile directly west of the southern boundary of the Project APE, at Sycamore Avenue and Rodeo Road. That locality produced a fossil specimen of horse (*Equus*), at a depth of 6 feet below the surface. West of LACM 3369, along Rodeo Road, are localities LACM 3367 and LACM 3370. These localities produced fossil mastodon (*Mammut*) and a fossil sabertooth cat (*Smilodon*), both at unknown depths. To the northwest of the Project APE, along the SPRR and Exposition Boulevard, locality LACM 3366 produced a specimen of fossil camel (*Camelops*) at an unknown depth. West of the Project APE, near the intersection of Moynier Lane and Higuera Street, locality LACM 4232 produced specimens of fossil mammoth (*Mammuthus*) and fossil human (*Homo sapiens*). Both of these specimens were found in sand and clay silts. North of locality LACM 4232, along Sentous Avenue on the east side of Ballona Creek, is locality LACM 3368

which produced a specimen of fossil horse (*Equus*) at an unknown depth. In addition, locality LACM 4250, located southeast of the intersection of Jacob Street and Sentney Avenue on the west side of Ballona Creek, produced a specimen of fossil mammoth (*Mammuthus*) at an unknown depth. East of the southern boundary of the Project APE, near the intersection of Rodeo Road and Buckingham Road, locality LACM 1159 yielded the remains of fossil human (*Homo sapiens*), at depths of 19 to 23 feet below the ground surface; this site is identical to archaeological site CA-LAN-171.

**Table 6. Natural History Museum of Los Angeles County Quaternary Fossil Localities near the Project APE**

Locality	Scientific Name	Common Name
LACM 1159	<i>Homo sapiens</i>	Human
LACM 3366	<i>Camelops</i>	Camel
LACM 3367	<i>Mammut</i>	Mastodon
LACM 3368	<i>Equus</i>	Horse
LACM 3369	<i>Equus</i>	Horse
LACM 3370	<i>Smilodon</i>	Sabertooth Cat
LACM 4232	<i>Mammut</i>	Mastodon
LACM 4232	<i>Homo sapiens</i>	Human
LACM 4250	<i>Mammut</i>	Mastodon



## METHODS

### SURVEY METHODOLOGY

A cultural resources pedestrian field survey of the Project APE was conducted by Linda Kry, B.A., and Kyle Griffith, B.A., on October 1, 2015. The goals of the survey were to identify any previously recorded or previously unknown cultural resources within the survey area and to evaluate potential for any buried resources. Pedestrian survey was conducted within all accessible portions of the Project APE, including the existing gymnasium, the proposed maintenance yard and refuse collection center, the proposed community garden, and the proposed upgraded parking lot and off-street parking areas. The existing restroom facility was inaccessible during the time of the survey as it was fenced off for tree-trimming activities. In addition, access was limited to the existing indoor pool, Celes King III Pool, due to the hours of operation. The cultural resources survey included identification of archaeological and built environment resources. The entirety of the Project APE has not been previously surveyed.

Cultural resources identified during the survey were documented on appropriate Department of Parks and Recreation (DPR) 523 series forms. DPR 523 series forms are included in this report in Appendix D.



## RESULTS

### ARCHAEOLOGICAL RESOURCES

The cultural resources pedestrian field survey conducted on October 1, 2015, did not identify any archaeological resources in the Project APE. The Project APE encompasses the entire Rancho Cienega Sports Complex parcel (APN 5046013900), which consists of approximately 1,261,855 square feet or 29 acres. However, the survey focused only on areas that were to be impacted by the proposed Project (see Figure 3). These areas include the existing gymnasium, restroom facility, and tennis shop along the southern half of the parcel, and the existing maintenance building located near the northwest corner of Robinson Stadium. The majority of the Project APE is paved or built with the exception of landscaped areas. All observed ground soil was light to medium compacted, light brown to medium brown fine-grained silt with sand, poorly sorted with mulch or vegetation cover. As the Project APE is entirely developed with the exception of landscaped areas, which were inspected and appeared to consist of nonnative soils, there were no archaeological resources observed.

### HISTORIC ARCHITECTURAL RESOURCES

The cultural resources survey included an intensive survey for potentially historic built environment resources. The survey identified several resources, including the Rancho Cienega Sports Complex, which comprises the Project APE, and several buildings and structures within it. For the purposes of this study, buildings within the complex that may be directly impacted by the Project were evaluated individually. Resources that are or appear to be 45 years or older within the Project APE were recorded on DPR 523 series forms and evaluated under NRHP and CRHR criteria.

#### **Rancho Cienega Sports Complex**

The Rancho Cienega Sports Complex is located at 5001 Rodeo Road and consists of an approximately 30-acre recreational park that primarily contains various athletic fields and sports facilities. Beginning in 1937, the complex was built in several phases. It currently contains (clockwise from the southwest corner) a football and track stadium (Jackie Robinson Stadium) in the southwestern corner surrounded by grandstands and an associated restroom facility; a maintenance building and a large paved parking lot in the northwest corner; baseball and softball (or Little League) fields in a central area; a soccer field in the northeast corner; two basketball and two volleyball courts on a rectangular hard surface; 12 asphalt tennis courts in the southeastern corner; the Celes King III indoor swimming pool and a day care center in the southeast central area; and a restroom facility, a gymnasium, and an additional parking lot in the southwest central area. The majority of the athletic fields and sports facilities are in their original locations from when they were first constructed. Alterations to the site have included the improvements to the stadium; the resurfacing and/or conversion of the playing fields for different sports; the resurfacing of and additional parking facilities; the addition of the indoor pool, bathhouse, and restroom facility circa 1963; the removal of the original field house and the construction of a new gymnasium in 1980; and the addition of the day care center circa 2002.

## Maintenance Building

Located just north of Jackie Robinson Stadium, the maintenance building, also known by its historic name “team building,” is a modest one-story building with a rectangular plan, stucco walls, and slats in the low-pitched gable below a Spanish tile roof (Plate 5). The south side of the building contains three single doors above a concrete porch and two filled-in window openings. The west side contains a central single door with a concrete porch, a window opening containing a pair of three-light casement windows (currently boarded), and a smaller window opening that appears filled in. The east side contains a single door over a concrete porch and no other fenestration. The north side contains a series of five rectangular window openings, three of which are boarded or filled, and the other two that are obscured with security screens. A plaque on the south wall of the building indicates that it was built by the WPA in 1937.



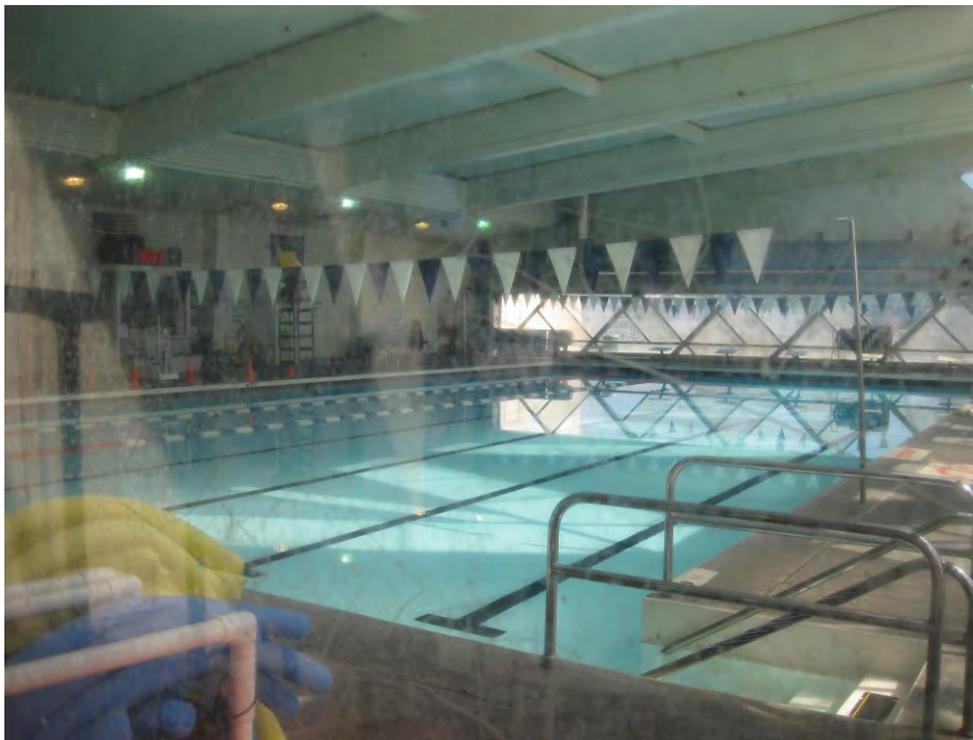
**Plate 5. Maintenance building, west and south sides, view facing northeast**

## Celes King III Indoor Pool

The Celes King III Indoor Pool was constructed in June 1963. The building is five bays wide and has an asymmetrical, side-gabled roofline with a steep front and a low pitch towards the rear of the building. The building reflects modern style with the abstract acute angles in the criss-cross form of glass panels that compose the sloped south side (Plate 6). The south side consists of intersecting, angled concrete forms inset with multi-light glass panels. The east side of the building also has a low band of triangular glass panels with a solid stucco/concrete wall above. A one-and-a-half-story concrete block addition is located to the rear of the east side, and contains a single door and no other apparent fenestration. The west side also has a low, narrow band of triangular glass panels, and otherwise consists of a stucco/concrete wall with two one-story concrete block additions with access doors. The rear of the building consists of a concrete block wall that contains the main entrance to the building. The entrance is a projecting, covered, glazed enclosure, with two symmetrical sets of double doors with transoms above and glass panels flanking the doors. The interior of the building contains a pool with five swimming lanes and five associated diving boards at one end (Plate 7).



**Plate 6. Celes King III Indoor Pool, south side, view facing northwest**



**Plate 7. Celes King III Indoor Pool, interior, view facing northeast**

## Tennis Shop

The tennis shop is a one-story building with rectangular plan (Plate 8). It has concrete block walls, a very low-pitched hipped roof with exposed rafters, overhanging eaves, and asphalt roofing. The building faces east towards the tennis courts, is three bays wide, and has a full-length covered porch supported by four concrete block columns. In the southern bay, there is a roll-up utility door. The central bay is filled and is covered with stucco siding. The northern bay contains a steel and glazed storefront with fixed window panels and a single access door with transoms above. The north, south, and west walls of the building are concrete block with no fenestration. On the west wall, a trellis system has been installed to encourage ivy/vine growth.



**Plate 8. Tennis Shop, view facing northeast**

## Restroom Facility

Constructed circa 1964 (historicaerials.com), the restroom facility is a one-story building with two segregated men's and women's restrooms divided by an outdoor breezeway (Plate 9). The building has an L-shaped plan and is oriented at an angle from the road. It has concrete block walls, a very low-pitched roof with exposed rafters, overhanging eaves, and asphalt roofing. Within the ell of the building on the south side, there is a partial-width porch covering supports by simple 4-inch by 4-inch posts. On the south side, a pair of utility doors accesses the east side of the building. Adjacent to the doors, the building projects under the porch. In this section, multi-paned windows at the corners are obscured by security screens. Access to the restrooms is provided through doors within the breezeway. The north side of the building has a series of clerestory windows near the roofline and within the gable of the cross-gable forming the ell.



**Plate 9. Restroom Facility, north side, view facing south**

## **SUMMARY**

No archaeological sites were identified as a result of the survey. The Rancho Cienega Sports Complex and four individual buildings within the complex were identified and recorded on DPR 523 series forms (Appendix D).



## EVALUATION AND MANAGEMENT RECOMMENDATIONS

### REGULATORY SETTING

#### NEPA and NHPA

Under NEPA, the federal lead agency is responsible for determining whether a project may have a significant impact on historical resources, and under Section 106 of the NHPA, the federal lead agency is responsible for determining whether an undertaking may have an adverse effect on historic properties. Regulations for implementing NEPA and Section 106 of the NHPA are found in 40 Code of Federal Regulations (CFR) Parts 1500–1508 and 36 CFR Part 800, respectively.

The criteria of the NRHP is “an authoritative guide to be used by federal, state, and local governments; private groups; and citizens to identify the nation’s cultural resources and to indicate what properties should be considered for protection from destruction or impairment” (36 CFR 60.2). To be eligible for listing in the NRHP, a property must be at least 50 years old (or have reached 50 years old by the project completion date) and possess significance in American history and culture, architecture, or archaeology to meet one or more of four established criteria (36 CFR 60.4):

- A. Association with events that have made a significant contribution to the broad patterns of our history;
- B. Association with the lives of persons significant in our past;
- C. Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; and/or
- D. Have yielded, or may be likely to yield, information important in prehistory or history.

Historic resources eligible for listing in the NRHP are considered “historic properties,” and may include buildings, sites, structures, objects, and historic districts. A potential historic property less than 50 years of age may be eligible under NRHP Criteria Consideration G if it can be demonstrated that sufficient time has passed to understand its historic importance (National Register Bulletin 15, page 43). To be eligible for listing in the NRHP, a property must also have integrity, which is defined as “the ability of a property to convey its significance.” Within the concept of integrity, the NRHP recognizes seven aspects or qualities that, in various combinations, define integrity: feeling, association, workmanship, location, design, setting, and materials (National Register Bulletin 15, pages 44–45).

An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the NRHP in a manner that would diminish the integrity of the property. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified

subsequent to the original evaluation of the property's eligibility for the NRHP. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance or be cumulative (36 CFR 800.5[a][1]).

### **California Environmental Quality Act**

Under CEQA, the lead agency is responsible for determining whether a project may have a significant impact on historical resources. Historical resources are defined as resources eligible for the CRHR, as described below.

The CRHR is a listing of State of California resources that are significant within the context of California's history, and includes all resources listed in or formally determined eligible for the NRHP. The CRHR is a statewide program of similar scope to the NRHP. In addition, properties designated under municipal or county ordinances are also eligible for listing in the CRHR. A historic resource must be significant at the local, state, or national level under one or more of the following criteria defined in the California Code of Regulations Title 14, Chapter 11.5, Section 4850:

1. It is associated with events or patterns of events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;
2. It is associated with the lives of persons important to local, California, or national history;
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values;
4. It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

Assessment of a project's impacts is based on the level of direct and indirect physical changes to a significant resource. A significant impact would occur if the project:

- Alters a resource or its setting in a manner that affects the qualities that make it significant. Direct impacts to archaeological resources include grading, and for built resources include removal of key elements (e.g., roof), or demolition;
- Indirectly alters the setting, access to, or other elements of the resource in a manner that negatively affects the significance of the resource. Examples of indirect impacts include increased erosion at archaeological sites or visual intrusion of buildings that are left vacant; or
- Disturbs any human remains, including those located outside of formal cemeteries.

## EVALUATION

### **Rancho Cienega Sports Complex**

Construction of the Rancho Cienega Sports Complex began in 1936–1937 and was a joint project between the City and the WPA. It is associated with civic works projects of the WPA during the Great Depression and the expansion of the City’s recreational facilities in the growing Los Angeles suburbs. Although the WPA funded approximately 50% of the project and provided the labor to grade and construct the facilities, the association of the facility and the WPA is not particularly representative of the significant work that the WPA did throughout Los Angeles and the nation as part of the New Deal. The complex was the largest playground in Southern California at the time it was planned and constructed, and “one of the most important major units in the Playground and Recreation Department’s system of playgrounds” (LAT 1937a). However, the overall expansion of all of the recreational facilities under the City’s Department of Playground and Recreation was representative of the civic projects to improve public facilities during a period of growth and suburban expansion. The Rancho Cienega Sports Complex as a whole does not reflect any specific historical themes and is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1.

The land on which the Rancho Cienega Sports Complex is located was donated by Anita M. Baldwin, an heiress and philanthropist, whose money and land came from the estate of her father, Lucky Baldwin. While Anita M. Baldwin is an important historical figure, the direct association between her land donation and the creation of the Rancho Cienega Sports Complex is tenuous, as she is more closely associated with projects in Arcadia, California, and donated large tracts of the Baldwin estate to various charities and municipalities. There are no other known associations between the complex and other important historic persons. The complex is not eligible under NRHP Criterion B or CRHR Criterion 2.

The athletic facilities at the Rancho Cienega Sports Complex, including a football and track stadium with grandstands, baseball and softball diamonds, tennis, volleyball and basketball courts, and restroom facilities, employ typical materials, forms, and design, with the exception of the Celes King III Indoor Pool, which was an addition to the park in 1963. The facilities have been updated and altered over the years to maintain the park’s functionality. The complex as a whole does not demonstrate any particular architectural significance and does not meet NRHP Criterion C or CRHR Criterion 3.

This complex does not, nor is likely, to yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

### **Maintenance Building**

Built in 1937 by the WPA, the maintenance building was part of the Rancho Cienega Sports Complex, a new recreational park under the City’s Department of Playground and Recreation through the joint project with the WPA. The building is associated with civic works projects of the WPA during the Great Depression and the expansion of the City’s recreational facilities in

the growing Los Angeles suburbs. Although built by the WPA, the association of this modest building and the WPA is not particularly representative of the significant work that the WPA performed under the New Deal. The building was built as a small support structure to the athletic fields, providing a restroom and a place for teams to change. It is not particularly representative of any specific historical themes and is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2. Constructed with typical methods and materials dating from the 1930s, this building does not represent a specific style, although it has some Spanish Eclectic features such as stucco siding and a Spanish tile roof, and it is not architecturally significant. Built by the WPA, it is a very modest example of the WPA's body of architectural work. It does not meet NRHP Criterion C or CRHR Criterion 3. Finally, this resource does not, nor is likely to, yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

### **Celes King III Indoor Pool**

The Celes King III Indoor Pool is associated with the expansion of civic recreational facilities in Los Angeles in the 1960s. Built in 1963, the pool represented the fruition of the plan for a public pool at the park proposed in 1936. Original plans for a pool and bathhouse were put on hold until the development of the community created a demand for the facility. In 1957, the funding for the pool was granted. In the 1960s, it was the only indoor pool operating throughout the year, but it was not Los Angeles' first indoor pool. Swimming pools gained popularity across the country in the 1920s and 1930s, meeting the increasing demand for outdoor recreation, with a phase of public pool construction connected to the New Deal era (Wiltse 2007). By 1925, Los Angeles had 15 indoor and three outdoor pools in operation (Wiltse 2007). The Celes King III Indoor Pool is not representative of the historical theme of indoor public pools in Los Angeles as a particularly significant example; therefore, it is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1.

In 1998, the City Council voted to rename the pool in honor of Celes King III, past president of the Los Angeles City Human Relations Commission and the Los Angeles NAACP, and former state chairman of the Congress of Racial Equality (Los Angeles Sentinel 1998; LAT 1998). However, there is no direct association between King and the pool building. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2.

Designed circa 1960, the pool building reflects the modern architectural movement in Los Angeles in the mid-20th century, when innovative designs and materials were expressive in dramatic new ways using abstract images, acute angles, and pillars rendered in concrete (National Trust for Historic Preservation 2010). Modern architecture in Los Angeles "manipulated light and space to create soaring interior spaces and striking exterior silhouettes," and "even modest structures sought to incorporate stylistic flair" (National Trust for Historic Preservation 2010). The pool building is representative of the modernity of Los Angeles' mid-20th century architectural movement. Designed by Albert Criz, the striking diamond-shaped window panels of the south façade are representative of his body of work throughout Los

Angeles, most clearly represented in the West Los Angeles Civic Center that Criz designed circa 1960. Criz is not an established master architect in general architectural context for Los Angeles, but is noted for several modern civic works that may be determined significant as they achieve 50 years in age. The Celes King III Indoor Pool is a good example of Criz's design work. The building is architecturally significant and meets NRHP Criterion C and CRHR Criterion 3 at the local level for its contribution of modern architectural design in Los Angeles.

The Celes King III Indoor Pool does not, nor is likely to yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

Opened to the public in June 1963, the heated pool operated year-round until 1990, when it was closed due to leaking and water circulation problems. The \$250,000 improvements included repainting; replacing broken windows and doors; and installing new filters, a heating system, and a dehumidifier (Harris 1992; Aubry 1993). The pool reopened in 1993, with no apparent alterations to the original design of the building. The building retains its feeling, association, workmanship, location, design, setting and materials, as a modern-designed indoor pool located within a recreational complex in Los Angeles. The pool is eligible for listing in the NRHP and the CRHR.

### **Tennis Shop**

Built circa 1964, the tennis shop building is associated with the development of recreational facilities in the mid-20th century in Los Angeles. This building was a later addition to the complex that was started in 1936. It relates to the renovation of the property for continued use of the recreational parks and does not reflect any specific historical themes. It is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2. Constructed with typical methods and materials dating from the mid-20th century, this building is not architecturally significant and does not meet NRHP Criterion C or CRHR Criterion 3. Finally, this resource does not, nor is likely to, yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

### **Restroom Facility**

Built circa 1964, the restroom facility located at the Rancho Cienega Sports Complex is associated with the development of recreational facilities in the mid-20th century in Los Angeles. This building was a later addition to the complex that was started in 1936. It relates to the renovation of the property for continued use of the recreational parks and does not reflect any specific historical themes. It is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2. Constructed with typical methods and materials dating from the mid-20th century, this building is not architecturally significant and does not meet NRHP Criterion C or CRHR Criterion 3. Finally, this resource does not, nor is likely to, yield important additional

information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

## **ASSESSMENT OF EFFECTS AND IMPACTS**

One historic property has been identified within the Project APE. . The Celes King III Indoor Pool is a historic property and historical resource that is eligible for listing in the NRHP and the CRHR. Its character-defining features include the stylized configuration of windows primarily on the south side of the building that continue on the east and west sides, its roof slope, and the presence of the indoor pool. However, this property will not be altered by the proposed project. Therefore, no historic properties or historical resources will be impacted by construction or operation of the proposed project.

## **RECOMMENDATIONS**

### **Archaeological Sensitivity and Recommendations**

Review of previous investigations in the vicinity of the Project and of the prehistoric context for the area provides an understanding of the potential for encountering prehistoric sites in the Project APE. The important factors to consider in constructing such a model include elevation, soil conditions, proximity to water sources, and proximity to raw materials. In addition, subsequent land use is an essential factor in whether archaeological remains have been preserved.

The Project APE lies within the watershed of present-day Ballona Creek, which was also the former bed of the Los Angeles River. Other swamps and watercourses formerly lay within the Project APE itself. The rich resources of the Ballona Creek watershed and nearby Baldwin Hills were known to attract native peoples.

Archival research revealed that five prehistoric sites, including one burial site, are located less than 0.5 mile west of the Project APE. The closest site is less than 0.15 mile west of the Project APE. Moreover, some of these are deeply buried by alluvium. For example, the human remains uncovered at site CA-LAN-171 lay up to 23 feet below the 1924 ground surface (Brooks et al. 1990). Archaeological sites may also be buried by fill imported to reclaim the Rancho Cienega Sports Complex during its development beginning in the 1930s.

The lack of surface evidence of archaeological materials does not preclude the possibility that subsurface archaeological materials may exist. The presence of alluvium may mean that any surface evidence of archaeological materials has been buried and could be encountered during excavation. Based on the results of this cultural resources assessment, the Project area is culturally sensitive for prehistoric and/or historic archaeological resources. The following recommendations are intended to reduce impacts to unanticipated archaeological resources.

Because the potential to encounter archaeological resources exists for this Project, archaeological monitoring should be conducted during all ground-disturbing activities into native soils. Because

of previous disturbances to the site, this depth is unknown. Monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full time. The archaeological monitor will have the authority to redirect construction equipment in the event potential archaeological resources are encountered. If archaeological resources are encountered, work in the vicinity of the discovery will halt until appropriate treatment or further investigation of the resource is determined by a qualified archaeologist in accordance with the provisions of CEQA Guidelines Section 15064.5.

In addition, it is recommended that the construction personnel and staff receive training on possible archaeological resources that may be present in the area in order to establish an understanding of what to look for during ground-disturbing activities.

If Native American cultural materials are encountered during Project-related ground disturbance, a trained Native American consultant should be engaged to monitor ground-disturbing work in the area containing the Native American cultural resources. This monitoring would occur on an as-needed basis and would be intended to ensure that Native American concerns are taken into account during the construction process.

In the unlikely event that human remains are discovered, work in the immediate vicinity of the discovery will be suspended and the Los Angeles County Coroner contacted. If the remains are deemed Native American in origin, the Coroner will contact the NAHC and identify a Most Likely Descendant pursuant to Public Resources Code Section 5097.98 and California Code of Regulations Section 15064.5. Work may be resumed at the landowner's discretion but will only commence after consultation and treatment have been concluded. Work may continue on other parts of the Project while consultation and treatment are conducted. Any archaeological materials recovered should be prepared for and curated at an approved facility.

### **Built Environment Recommendations**

The Rancho Cienega Sports Complex, maintenance building, tennis shop, and restroom facility were not found to be eligible under any of the four NRHP or CRHR criterion. The Celes King III Indoor Pool is considered eligible for the NRHP and the CRHR. However, potential Project impacts would not affect those qualities of the pool building which contribute to its eligibility, such as its stylized configuration of windows that are located primarily on the south side of the building. DPR 523 forms for the Rancho Cienega Sports Complex, the maintenance building, tennis shop, restroom facility, and Celes King III Indoor Pool have been prepared and satisfy the minimum level of documentation required for cultural resources.

### **Paleontological Recommendations**

Archival research indicates that excavations near the Project area extending into older Quaternary have encountered significant vertebrate fossils. In some places, Quaternary older alluvium and significant fossil remains may lay close to the surface. For example, the closest fossil locality recorded by the NHMLAC, near the intersection of Rodeo Road and Sycamore Avenue, encountered fossil horse at a depth of only 6 feet below ground surface. Therefore, excavations into undisturbed older Quaternary layers, which varies in depth within the Project

vicinity, should be monitored. Monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full-time.

In the event that potential paleontological resources are encountered, a qualified paleontologist should be retained to recover and record any fossil remains discovered. Any fossils, should they be recovered, shall be prepared, identified, and catalogued before curation in an accredited repository designated by the lead agency.

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**APPENDIX A**  
**RESUMES**



## **Linda Kry**

### **Staff Archaeologist**

#### **Education**

B.A. Anthropology, University of California Los Angeles  
A.A. Anthropology, Cerritos College, Norwalk, California

#### **Publications + Technical Papers + Presentations**

Ehringer, C., L. Kry, S. Dietler, and M. Strauss. 2008. After the Bones Are Gone: The Role Of Personal Effects in Identifying Unmarked Historic Burials. Poster presentation at the Society for Historical Archaeology Annual Meeting, Albuquerque, NM.

Linda Kry is an archaeologist with six years of experience in cultural resources management within Los Angeles County, Imperial County, Riverside County and the Mojave Desert. Linda has developed considerable expertise with all aspects of cultural resources investigations including managing field surveys and lab analysis. She assists in the management of cultural resources specialists who conduct various types of cultural resources compliance including phase I surveys, construction monitoring, Native American consultation, archaeological testing and treatment and prehistoric and historic resource significance evaluations.

In her current role, Linda has gained extensive experience with identification and classification of all types of historic materials including ceramics, glass bottles, metal cans, garment-related items, and coffin hardware, as well as processing artifact collections, including assessing conservation requirements and artifact reconstruction. Her work in various desert and coastal projects has broadened her experience to include the identification and recordation of prehistoric resources. In addition, Linda is proficient in historic and prehistoric record searches, general historic literature research, museum and archival research, Sanborn map research, Native American consultation, and the preparation of all related cultural resources documentation. Linda authors and co-authors technical reports and is familiar with requirements for CEQA and Section 106 compliance. Her present research interests include the historical development of Los Angeles and 19th to mid-20th century consumer practices.

#### **Project Experience**

##### **Temple Street Widening, Los Angeles, CA**

Served as an archaeological monitor during road construction and utilities relocation in downtown Los Angeles. Duties included documenting historic archaeological features, coordinating work schedules with on-site construction personnel, and maintaining detailed daily reports. Responsible for processing and sorting artifact collection.

**Main Street Parking Facility and Motor Transport Division, Los Angeles, CA**

Archaeological and paleontological monitor of construction site in downtown Los Angeles. Responsible for identification, recovery, and mapping of historic archaeological features, maintaining detailed daily reports, and coordinating work schedules with on-site construction foreman. Over 19 historic archaeological features dating from the 1860s to the 1920s were recovered on-site. Processed and sorted artifact collection.

**Central Los Angeles High School #9, Los Angeles, CA**

Duties included assessing artifact conditions and conservation needs, assisting with development and implementation of artifact cleaning procedures, assisting with artifact classification and cataloging using Excel, and reconstruction of artifacts. Over 3,000 historic-era artifacts were recovered from a 19th-century cemetery.

**Alameda Street, Los Angeles, CA**

Archaeological monitoring of street construction at Alameda Street in downtown Los Angeles resulted in the identification and recovery of over 300 historic-era artifacts. In addition, segments of both narrow-gauge and standard gauge rail lines, sections of brick foundations, and brick irrigation features were documented. A large section of late 19th to early 20th century brick pavement and part of the Zanja were also uncovered and documented during construction.

**Lakeside Recreational Complex, Sylmar, CA**

Led archaeological survey and authored report on a Phase I cultural resources evaluation of the historic-era Lakeside Debris Basin property. Tasks include a California Register eligibility assessment for the facility itself and archaeological features identified as a result of the survey, and prepared a Cultural Resources Technical Report with findings and recommendations for further work, pursuant to CEQA requirements.

**First Street Trunk Line, Los Angeles CA**

Conducted archaeological monitoring of utilities installation, responded to monitoring discoveries including historic-period utility pipes, and determined appropriate mitigation in the form of recordation. An archaeological monitoring report will be prepared at the conclusion of the project.

**Van Norman Chloramination Station, San Fernando CA**

Conducted archaeological monitoring with a Native American monitor during project construction. Co-author of archaeological monitoring report that will be prepared at the conclusion of the project.

**Fire Station No. 48, Seal Beach, CA**

Authored a report in connection with archaeological and Native American monitoring during project construction in support of cultural resources assessment pursuant to CEQA requirements.

**Topanga Library Project, Topanga Canyon, CA**

AECOM conducted archaeological monitoring during construction of the Topanga Library. Construction included the installation waterlines along the roadway outside of the main project area. Monitoring resulted in the discovery of materials associated with the recorded archaeological site CA-LAN-8. Served as crew chief during archaeological testing of this site. Resources were identified and evaluated for eligibility to the National Register of Historic Places.

**Solar Millennium Blythe Project, Blythe, CA**

Served as Crew Chief for an archaeological survey of a proposed solar electric generating facility in the Chuckwalla Valley. The project included an archaeological survey of the project site and buffer zones, the recordation of historic and prehistoric archaeological sites, and recordation of field data on Department of Parks and Recreation Forms.

**Solar Millennium Palen Project, Chuckwalla Valley, CA**

Served as Co-Crew Chief for an archaeological survey of a proposed solar electric generating facility in the Chuckwalla Valley. The project included an archaeological survey of the project site and buffer zones, the recordation of historic and prehistoric archaeological sites.

**South Region Elementary School #1, Los Angeles, CA**

Archaeological Monitor, Lab Technician. Conducted archaeological monitoring in south-central Los Angeles. The area had been in use since 1909 and was the home of several domestic, religious, and retail establishments. Responsible for processing and sorting artifact collection.

**Exposition Corridor Light Rail Transit, Los Angeles County, CA**

Field Archaeologist. Photo-documented potentially historic buildings along several proposed routes for the new Exposition Light Rail in West Los Angeles, Santa Monica, and Culver City.

**Woodland Duck Farm Project, El Monte, CA**

Field Archaeologist. Assisted with the Phase I investigation, including a historic structure and archaeological survey of the site of the former historic Woodland Duck Farm.

**Lang Ranch, Thousand Oaks, CA**

Field Archaeologist. Participated in the archaeological testing of the 46-acre project area. Project work involved the archaeological testing at two artifact isolate locations to determine presence of sub-surface deposits.

**Santa Anita Reservoir, Los Angeles County, CA**

Field Archaeologist. Assisted with the Phase I archaeological survey of the site of the Santa Anita Dam, Reservoir and Complex.

**McCoy Solar, Blythe, CA**

Field Archaeologist. Assisted in an archaeological survey of a proposed solar electric generating facility in the Chuckwalla Valley. The project included an archaeological survey of the project site and buffer zones, the recordation of historic and prehistoric archaeological sites, and recordation of field data on Department of Parks and Recreation Forms.

**California High Speed Train Project, Fresno, Madera, and Merced Counties, CA**

Field Archaeologist. Assisted in archaeological survey of parcels for a proposed high speed train in Central California. The project included an archaeological survey of the project areas of potential effect and buffer zones, the recordation of historic and prehistoric archaeological resources, and recordation of field data on Department of Parks and Recreation Forms.

**Mojave Solar One Project, San Bernardino County, CA**

Field Archaeologist. Assisted in an archaeological survey. The project included an archaeological survey of the project areas of potential effect and buffer zones, the recordation of historic and prehistoric archaeological resources, and recordation of field data on Department of Parks and Recreation Forms.

**Hansen Dam Project, Los Angeles, CA**

Conducted a Phase I investigation comprised of an archaeological survey of the Project site, recordation of historic and prehistoric cultural resources, including features and identification of previously recorded sites. Authored an assessment report.

**Dixieland TO IV 230 KV T-Line Project, Imperial County, CA**

Field Archaeologist. Assisted in the archaeological survey of an alignment for a proposed transmission line. The project included an archaeological survey of the project site, the recordation of historic and prehistoric archaeological resources, and recordation of field data on Department of Parks and Recreation Forms.

**Aiso Street Project, Los Angeles, CA**

Served as an archaeological monitor during construction for a parking facility in downtown Los Angeles. Duties included documenting

historic archaeological features, coordinating work schedules with AECOM staff and on-site construction personnel, and maintaining detailed daily reports. Responsible for processing, sorting and cataloguing the artifact collection for curation. Also made contributions to a report documenting the Project findings and results.

**Greenline Right of Way Survey, Los Angeles County, CA**

Participated in archaeological field survey of the Greenline right of way from Torrance to LAX in Los Angeles. Tasks included recording of historical and archaeological resources.

**Santa Anita Reservoir, Los Angeles County, CA**

Assisted in a Phase I investigation, including a historic structure and archaeological survey of the site of the Santa Anita Dam, Reservoir and Complex.

**ILWU Local 13 Dispatch Hall Project, Los Angeles, CA**

Conducted a Phase I investigation comprised of an archaeological survey of the Project site and recordation of archaeological resources. Wrote up the survey results, the Sacred Lands File search results and the Native American Contact program results for the Project cultural technical memo as part of a Draft Initial Study/Mitigated Negative Declaration Report.

**Alcazar Yard, Los Angeles, CA**

Conducted research for historic building evaluation through the review of building permits at various Department of Building and Safety facilities in Los Angeles County and review of Sanborn Fire Insurance Maps.

**St. Jude Hospital, Fullerton, CA**

Conducted a survey of the project area and authored survey results.

**OCTA I-5 Highway Improvements EIR, Orange County, CA**

Conducted Native American contact program as part of CEQA.

**New Long Beach Courthouse Project, Long Beach, CA**

Served as archaeological and paleontological monitor during construction for a new courthouse in the City of Long Beach. Duties included providing worker's training regarding archaeological and paleontological resources for on-site personnel, documenting historic archaeological features and coordinating with clients and AECOM staff. Participated in the testing excavations of early twentieth century privies that were discovered during monitoring. Served as Lab Director and was responsible for directing the processing, sorting and cataloguing of the artifact collection for curation. Co-authored a report documenting the Project findings and results.

**Genesis Solar, Blythe, CA**

Archaeological monitoring for the Genesis solar farm project. Monitored placement of transmission lines, large scale excavation for the placement of solar panels, and caisson drilling for solar panel footings. Aspects of the project included monitoring, survey, testing, and artifact collection. Responsibilities included field lead monitor, recordation and collection of cultural resources discovered during monitoring, survey and scheduling with archaeological, Native American and construction crews.

**San Fernando Valley WRP, Los Angeles County, CA**

Assisted in a Phase I portion of the project. Tasks included a records search and field survey for potential archaeological resources. Project is on-going.

**Civic Center Joint Use Project, Santa Monica, CA**

Management of a Phase I process. Responsibilities include: a records search, survey of project area, scheduling with AECOM staff, and co-authoring the results. Project is on-going.

**Selected Reports**

*Central Los Angeles High School #9 Archaeological Excavation Report* (in progress). Prepared for Los Angeles Unified School District. AECOM. (anticipated 2011).

*Hansen Dam Golf Course Water Recycling Project Phase I Archaeology Assessment Los Angeles County, California* (lead author). Prepared for the Los Angeles Department of Water and Power. AECOM July 2010.

*Negative Archaeological Monitoring Report for the Fire Station 48 Replacement Project City of Seal Beach, California* (lead author). Prepared for the City of Seal Beach. AECOM August 2010.

*Draft Archaeological Assessment for the Temple Street Widening Project City of Los Angeles, California* (contributing author). Prepared for Los Angeles Department of Public Works-Engineering. AECOM December 2009.

*Phase I Cultural Resources Assessment for the Topanga Underground Utility District Project City of Topanga, California* (contributing author). Prepared for the Los Angeles County Department of Public Works. AECOM April 2011.



Environment

Resume

**Marc A. Beherec, PhD, RPA**  
**Archaeologist**  
**Cultural Resources Group Leader**

**Education**

PhD, Anthropology, University of California, San Diego, La Jolla, CA, 2011  
 MA, Anthropology, University of California, San Diego, La Jolla, CA, 2004  
 BA, Anthropology (Geology minor), University of Texas, Austin, Austin, TX, 2000

**Professional Registration**

Register of Professional Archaeologists (RPA)

**Professional Affiliations**

Member, Society for American Archaeology  
 Member, Society for California Archaeology

Dr. Marc Beherec is an archaeologist who has been involved in the field of cultural resources management for nearly fifteen years. He has worked throughout the southwest on projects within Federal and State regulatory framework, and is experienced in the identification and analysis of both prehistoric and historic era artifacts. Dr. Beherec also has extensive experience in Paleoindian and Archaic period sites in the western US and has taken part in large-scale excavations in Jordan. Over the past three years, he has served as Monitoring Coordinator and Lead Monitor for the NextEra Genesis Solar Energy Project and for the Los Angeles Metropolitan Transportation Authority's large Regional Connector and Crenshaw rail projects. At the same time, he has written cultural resources assessments for several clients.

Dr. Beherec also serves as Cultural Resources team leader for Los Angeles. In this capacity he manages a team of three full-time archaeologists and numerous project-specific part-time employees and subcontractors conducting work across the Greater Los Angeles area.

**Selected Project Experience**

**Los Angeles Metropolitan Transportation Authority  
 Compliance Monitoring**

Monitoring Coordinator for the cultural resources compliance monitoring of multiple projects within the greater Los Angeles area, including the 8.5-mile Crenshaw rail transit corridor and associated stations and the 1.9-mile Regional Connector subway corridor and associated stations. Tasks involve instructing construction team in cultural resources compliance; the scheduling and coordination of multiple concurrent Native American and archaeological monitors on diverse construction efforts throughout the metropolitan area; compilation, QA/QC, and delivery of daily monitoring logs and other documentation for all on-site monitors; serving as a liaison between archaeological monitors, construction crew, and client project team; preparing weekly and monthly reports of activities and findings; and ensuring overall cultural resources compliance within the permitted conditions of the project.

**Los Angeles Department of Water and Power; City of Los Angeles Bureau of Engineering; Water Replenishment District of Southern California; Los Angeles Metropolitan**

**Transportation Authority; City of Orange; City of Santa Ana; Port of Los Angeles**

**Cultural Resources Assessments**

Assessed sites for pumping stations, pipelines, and other infrastructure improvements in compliance with CEQA and CEQA Plus. Tasks included archival research including researching known sites at the South Central Coastal Information Center at California State University, Fullerton; conducting archaeological and built environment surveys; assessing finds for inclusion on the California Register of Historic Places; writing reports of findings.

**NextEra Genesis Solar Energy Project Cultural Resources Compliance Monitoring**

Monitoring Coordinator and Lead Monitor for the cultural resources compliance monitoring of a 2000-acre solar power project under the jurisdiction of the California Energy Commission and Bureau of Land Management (BLM) on BLM land in the western Mojave Desert. Tasks involve the scheduling and coordination of between 5 and 20 concurrent archaeological monitors on diverse construction efforts throughout the project site; compilation, QA/QC, and delivery of daily monitoring logs for all on-site monitors; attending project construction scheduling and Health and Safety meetings; conducting and documenting daily monitoring crew Health and Safety meetings; serving as liaison between archaeological monitors, construction crew and client project team; ensuring overall cultural resources compliance with the permitted conditions of the project.

**San Bernardino National Forest San Jacinto District Archaeologist, Idyllwild, CA**

Archaeologist assigned to Idyllwild Ranger Station, San Jacinto District, San Bernardino National Forest, Riverside County, California. Over the course of one year, assisted District Archaeologist in cultural resources efforts, including supervision of crews conducting cultural resources inventories of mountainous terrain, GPS documentation of resources, preparation of DPR 523 forms, research of prehistoric and historic artifact parallels, including projectile point typologies, makers' marks, and tin can typologies, and authoring technical reports. Work was performed before joining this firm.

**Border Field State Park, San Diego County, CA**

Excavated coastal Early Archaic sites in and adjacent to Border Field State Park in conjunction with the construction of the Mexico-United States Border Barrier. Work was performed before joining this firm.

**Lake Meredith National Recreational Area Cultural Resources Surveys, Amarillo, TX**

Archaeologist for intensive pedestrian surveys of the Lake Meredith National Recreational Area, an area along the Canadian River with documented human occupation for over 12,000 years. Relocated previously documented archaeological sites and documented newly identified sites. Work was performed before joining this firm.

**East Texas Pipeline Survey, Rural East Texas**

Crew Chief for intensive pedestrian survey of a new east Texas pipeline corridor. Efforts included field survey, shovel testing, site recordation, and GPS operation. Work was performed before joining this firm.

**Camp Swift Archaeological Project, Bastrop, TX**

Archaeologist for test excavations at Camp Swift Army National Guard Base. Excavated test units at eighteen sites, documented excavations, and drilled rock cores for archaeomagnetic dating research. Work was performed before joining this firm.

**Gault Site Archaeological Project, Bell County, TX**

Excavated at the Gault Paleoindian site (41BL323), completed documents (unit forms and maps, profile maps, Munsell notations, artifact catalogs), conducted preliminary lithic analysis, measured lithic blades for statistical studies, and supervised student volunteers in washing lithics. Work was performed before joining this firm.

## Trina Meiser

### Senior Historic Preservation Planner

#### Education

MA, Historic Preservation Planning, Cornell University  
BA, History, Kenyon College

#### Technical Specialties

Architectural History  
Historic Architectural Assessment  
Historic Preservation Planning  
NHPA Section 106 Consultation  
NEPA Compliance

Trina Meiser is a historic preservation planner and meets the Secretary of Interior's qualifications (36 CFR Part 61) in architectural history and history. Ms. Meiser has more than 10 years of experience in identifying and planning for cultural resources, including historic structures, districts, and landscapes. She specializes in technical analysis to support regulatory compliance, specifically under Section 106 of the National Historic Preservation Act and the National Environmental Policy Act (NEPA). She conducts cultural resources studies, including inventory, survey, and evaluation reports; impacts analyses and findings of effect; National Register of Historic Places (NRHP) nominations; and Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) documents. She consults on a variety of rehabilitation, transportation, energy, military, and community projects with clients, designers, and agencies. Her experience in historic preservation provides a strong understanding of federal, state, and local regulations and a thorough knowledge of the Secretary of the Interior's Standards for the Treatment of Historic Properties and their function in architectural design and historic preservation planning.

#### Project Experience

##### **National Capital Planning Commission, Redevelopment of the Carnegie Library at Mount Vernon Square, Washington, DC**

Preparing historic architectural survey report and impacts analysis for the Section 106 process and the environmental assessment (EA) for the undertaking. Assessing existing character-defining features and integrity to analyze potential adverse effects and to recommend appropriate treatments for the redevelopment.

##### **Department of State, Potomac Annex Buildings 1, 3-4, and 5 Rehabilitation Projects, Washington, DC**

Performed a conditions assessment of Buildings 1, 3-4, and 5 in the Potomac Annex Historic District to assess existing character-defining features and integrity. Prepared analysis of potential adverse effects that recommends appropriate

treatments to maintain the property's integrity as part of rehabilitation efforts under the Section 106 process.

**National Park Service, Jefferson National Expansion Memorial, St. Louis, MO**

Performed research and prepared portions of the historical context the Native American occupation, the French colonial establishment, and the 19th century development of the built environment for the General Master Plan/EIS.

**National Aeronautics and Space Administration (NASA), NASA Ames Research Center Integrated Cultural Resources Management Plan (ICRMP) and Center-wide Programmatic Agreement, Moffett Field, CA**

For NASA, preparing an ICRMP for the Ames Research Center, including the NAS Sunnyvale Historic District. Coordinating with NASA staff to develop best practices for the management of cultural resources. Also drafting the Programmatic Agreement between NASA, CA SHPO, and consulting parties for the streamlined treatment of historic properties.

**NASA, NRHP Nominations for Various Properties at Ames Research Center, Moffett Field, CA**

Preparing NRHP nominations for several properties at the Ames Research Center, including the new Ames Wind Tunnel Historic District, the Administration Building, and the Arc Jet Laboratory.

**AMTRAK, Pennsylvania Station Conditions Assessment, Baltimore, Maryland.**

Conducted State of Good Repair assessment of Amtrak's historic Baltimore Pennsylvania Station. Consultation services included analysis of historic materials, and recommendations for the preservation of character-defining features in the rehabilitation of the building to meet the Secretary of Interior's Standards.

**California High Speed Rail Authority, California High Speed Train Project, Merced to Fresno Segment, Central CA**

Inventoried and evaluated more than 400 properties in Merced, Madera, and Fresno Counties in compliance with Section 106. Evaluations were conducted under a Programmatic Agreement between the State Historic Preservation Office and the California High-Speed Train Authority.

**Expo Authority, Exposition Corridor Transit Project Phase 2, Los Angeles County, CA**

Prepared technical report for the evaluation of historical resources and the cultural resources portion of environmental impact statement/report. Elements for Section 106 consultation included the requesting determination of cultural resources and proposing mitigation measures for the treatment of historic properties.

**Chicago Transit Partners (CTP)/Federal Transit Administration (FTA), Wilson Transfer Station Project, Chicago, IL**

Provided consultation on historic properties affected by a project to rehabilitate the Wilson Station on the Chicago Transit Authority (CTA) Red Line elevated train. Prepared survey documentation and revisions to the EA and Memorandum of Agreement (MOA) between CTA and the SHPO. Prepared Section 4(f) analysis of effects to historic properties.

**Wisconsin Department of Transportation (WisDOT), County Trunk Highway G Widening Project, Rock County, WI**

Conducted an evaluation of potential historic properties along a portion of County Trunk Highway G in Rock County, Wisconsin. Consulted with designers on avoidance of historic properties and prepared Determination of Eligibility analysis and Finding of No Adverse Effect analysis of an 1890 one-room school house that appears eligible for the NRHP in compliance with Section 106.

**Los Angeles County Metropolitan Transportation Authority (LACMTA) /FTA, Regional Connector Cultural Resources Mitigation Management Plan and HABS, Los Angeles, CA**

Under on-call contract, prepared mitigation management plan to fulfill requirements set forth in an MOA and EIS/EIR for the project to connect two light-rail transit lines in downtown Los Angeles. Prepared HABS CA-2907 documentation of the Atomic Café in Little Tokyo, Los Angeles.

**LACMTA, Lankershim Depot Project, Los Angeles, CA**

Under on-call contract, provided consultation services and review of architectural plans and construction to determine whether the project to rehabilitate a late 19th century railroad depot is in adherence with the Secretary of Interior's Standards. Consultation services under LACTMA master contract.

**LACMTA, Los Angeles Union Station HVAC and Roofing Replacement Project, Los Angeles, CA**

Provided consultation services and review of architectural plans and construction to determine whether the project to replace the roof and mechanical systems of the historic train station is in adherence with the Secretary of Interior's Standards. Consultation services under LACMTA master contract.

**LACTMA, South Bay Metro Green Line Extension Project, Los Angeles County, CA**

Conducted cultural resources technical studies for transportation project through metropolitan LA to meet Section 106 requirements. Prepared technical report and the cultural resources portion of the EIS/EIR, including mitigation measures for the treatment of evaluated historical resources.

**US Navy, MCAS Operations Complex, Marine Corps Base Hawaii, Kaneohe, HI**

Provided historic imagery for display in the new MCAS Operations Complex Terminal building at Kaneohe. Collected replicated historic photographs from repositories including MCBH, the Hawaii State Archives, the Bishop Museum, and the National Archives. Located and procured specific historic photographs and copyright releases from the personal collections of World War II veterans.

**US Navy, Cultural Landscape Report for Marine Corps Training Area Bellows, Waimanalo, HI**

Conducted research at local and national repositories to locate historical records and documentation of the physical development of MCTAB landscape, from the pre-contact era through its period of significance as a military installation. Prepared the historical narrative in the cultural landscape report for context to evaluate remaining character-defining features and integrity of World War II airfield features.

**US Navy, Historic Landscape Report for Camp Smith, Aiea Heights, HI**

Prepared the historical narrative of the physical development of the Camp Smith landscape, specifically its transformation from agricultural fields during the plantation era to a therapeutic campus of the Aiea Heights Naval Hospital. Contributed context to the historic landscape report to evaluate remaining character-defining features and integrity of the hospital facility features. Conducted primary research at local and national repositories.

**US Navy, Naval Base Kitsap Bremerton, Keyport, Indian Island, and Bangor Integrated Cultural Resources Management Plans (ICRMP), Bangor, WA**

For Naval Facilities Engineering Command (NAVFAC), Atlantic Division, prepared Integrated Cultural Resources Management Plans for facilities at Naval Base Kitsap that outline management policies for World War II- and Cold War-era buildings and surveys under Section 110 of NHPA. Coordinated with NAVFAC staff to develop best practices for the management of cultural resources.

**US Navy, Naval Base Point Loma Integrated Cultural Resources Management Plan (ICRMP), San Diego, CA**

For NAVFAC, Southwest Division, prepared ICRMP for facilities at Naval Base Point Loma and evaluating World War II- and Cold War-era buildings. Coordinated with NAVFAC staff to develop best practices for the management of cultural resources on the naval base.

**US Navy, Cultural Resources Survey of Andersen Air Force Base Cantonment Areas and Naval Base Guam, Guam**

For NAVFAC Pacific, recorded and evaluated Cold War-era housing, recreational facilities, and infrastructure located at Andersen Air Force Base and Naval Base Guam. Conducted archival research with review of period building plans and historic maps. Prepared findings for contribution to a facility-wide cultural resources report.

**US Navy, Historical Assessment for Ie Shima Training Facility, Ie Shima, Okinawa, Japan**

For Naval Facilities Engineering Command (NAVFAC) Pacific, recorded and evaluated ruins of a World War II-era air base, including the foundations of a 19th-century lighthouse and a system of runways. Prepared findings for contribution to a facility-wide cultural resources report.

**US Navy, National Register Eligibility Assessment for Naval Base China Lake, China Lake, CA**

For Naval Facilities Engineering Command (NAVFAC) Southwest, recorded and evaluated various unrecorded buildings in the NRHP-eligible China Lake Pilot Plant Historic District at Naval Weapons Station China Lake for eligibility to the NRHP. Completed inventory forms and a technical report.

**US Veterans Administration, Veterans Affairs Medical Center (SFVAMC) Seismic Upgrade Project, San Francisco, CA**

Consulted with architects and designers for the rehabilitation and seismic retrofit of the 1930s-era Art Deco SFVAMC buildings. Evaluated design of new additions and alterations to contributing buildings to a National Register-listed historic district. Engaged in Section 106 consultation with the SHPO.

**US Coast Guard, Los Angeles Harbor Light Station Rehabilitation Project, San Pedro, CA**

Under IDIQ contract, evaluated potential adverse effects to NRHP-listed "Angel's Gate" lighthouse. Conducted historical research to determine historically significant and character-defining features. As consultant to US Coast Guard, prepared Finding of No Adverse Effect for Section 106 consultation.

**US Coast Guard, Cape Arago Lighthouse Mothballing Project, Chief's Island, OR**

Under IDIQ contract, prepared a Conditions Assessment with management recommendations for the Cape Arago Lighthouse as part of a mothballing plan. After assessing building materials of the lighthouse, applied technical guidance to identify appropriate treatments for preliminary maintenance prior to mothballing.

**GSA, San Ysidro Land Port of Entry Historic Customs House Rehabilitation Project, San Diego, CA**

Consulted with architects to ensure environmental compliance with the Secretary of Interior's Standards in rehabilitation project design of NRHP-listed Historic Customs House. Prepared documentation for Section 106 consultation.

**Lowe Enterprises, LLC, Town and Country Redevelopment Project, San Diego, CA**

Preparing Historical Resources Technical Report according to the City of San Diego's guidelines for the evaluation of historical resources. This task includes evaluating several buildings with varying architectural styles and periods of significance, and the assessment of impacts to historical resources for an environmental impact report.

**City of San Diego, World Trade Center Rehabilitation Project, San Diego, CA**

Evaluated the condition and integrity of the 1928 Art Deco-style San Diego Athletic Club. Prepared documentation in support of CEQA and Section 106 consultation on behalf of the City of San Diego under requirements of the Department of House and Urban Development.

**City of San Marcos General Plan Update, San Marcos, CA**

Assisted with the comprehensive update of the San Marcos General Plan informed by the AECOM's Sustainable Systems Integration Model (SSIM), for cultural resources. Assisted with the preparation of land use alternatives that preserve the City's character while allowing new pedestrian-friendly, mixed-use development in key focus areas of the City, and analyzed potential impacts to historic resources associated with adoption and implementation of the City's updated General Plan.

**California Department of Transportation (Caltrans), State Route 94 Express Lanes Project, San Diego, CA**

As project manager for cultural resources studies, conducted historic and archaeological surveys and evaluations of resources within the Area of Potential Effects for a segment of State Route 94 widening in a highly urbanized area of San Diego. Prepared Historic Property Survey Report and Historical Resources Evaluation Report to Caltrans standards.

**Caltrans, State Route 76 Mission to Interstate 15 Historical Resources Evaluation Report, San Diego County, CA**

Conducted fieldwork to record and evaluate ranching buildings and residences. Prepared the Historical Resources Evaluation Report per Caltrans standards for the evaluation of historical resources for eligibility to the National Register and California Register.

**Caltrans, Interstate 5/State Route 56 Project, San Diego, CA**

Conducted supplemental cultural resources studies for the project located in San Diego County. Surveyed resources within the Area of Potential Effects to analyze potential impacts to historical resources. Summarized findings in the Historical Resources Evaluation Report and Historic Property Survey Report per Caltrans standards.

**Caltrans, Orangethorpe Avenue Grade Separation Project, Orange County, CA**

Conducted cultural resources studies for the project located in an urbanized area in the cities of Placentia and Anaheim in northeastern Orange County. Evaluated resources within an Area of Potential Effects to recommend eligibility to the National Register and California Register, and completed the Historical Resources Evaluation Report per Caltrans standards.

**Caltrans, Raymond Avenue Grade Separation Project, Orange County, CA**

Conducted fieldwork to record and evaluate historic resources within the project's Area of Potential Effects located along a primary arterial highway in Fullerton. Completed the Cultural Resources Survey Report with recommendations on eligibility to the National Register and California Register.

**County of San Diego, South Santa Fe Avenue Reconstruction Project – South Segment, San Diego County, CA**

Completed the Historic Property Survey Report and Historical Resources Evaluation Report per Caltrans standards to analyze resources and recommend eligibility to the National Register and California Register. Results were recorded on Department of Parks and Recreation 523 forms.

**County of San Bernardino, Shadow Mountain Grade Separation Project, San Bernardino County, CA**

Prepared technical report for the evaluation of historical resources along a portion of Historic Route 66 in San Bernardino County. Evaluated more than 10 resources and assessed impacts to historical resources.

**County of San Diego, Rancho Santa Fe Roundabouts Project, Rancho Santa Fe, CA**

Assessed significant impacts to the significant resource, the community of Rancho Santa Fe, in a Historical Resources Evaluation Report Addendum and Historic Property Survey Report. Established the historic character-defining features to be preserved in compliance with the Secretary of Interior's Standards.

**County of San Diego, West Mission Bay Drive Bridge Project, San Diego, CA**

Conducted supplemental cultural resources studies for the bridge improvement project located in San Diego County. Surveyed resources within the Area of Potential Effects to analyze potential impacts to historical resources. Summarized findings in the Historical Resources Evaluation Report and Historic Property Survey Report per Caltrans standards.

**Federal Emergency Management Agency (FEMA), Hurricane Katrina Recovery, Disaster 1604-DR-MS, Biloxi, MS**

Recorded and photo-documented the condition and integrity of properties affected by Hurricane Katrina. Evaluated structures to recommend significance and eligibility for NRHP listing. Completed project review of restoration and

rehabilitation projects for compliance with federal regulations and programmatic agreements coordinated with the Mississippi SHPO. [Prior to AECOM]

**R.H. Adcock, Architect & Associates, Various Projects in San Diego, CA, Las Vegas, NV, and Aurora, CO**

As a Technical Associate, performed construction defects analysis of recent-construction architecture based on site visit observations, results of invasive testing, and review of the Uniform Building Code and other standards. Conditions assessments were generally used as depositions in legal suits. [Prior to AECOM]



**APPENDIX B**

**NATIVE AMERICAN CONTACT PROGRAM**





AECOM Inc  
515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
T 213.593.7700 F 213.593.7715 www.AECOM.com

September 25, 2015

Katy Sanchez  
Native American Heritage Commission  
1550 Harbor Blvd, Suite 100  
West Sacramento, CA 95691  
[nahc@nahc.ca.gov](mailto:nahc@nahc.ca.gov)

**Subject: Rancho Cienega Sports Complex Project - Sacred Lands File Search**

Dear Ms. Sanchez:

AECOM, Inc. has been retained by the City of Los Angeles Department of Public Works, Bureau of Engineering (BOE) to request that the Native American Heritage Commission conduct a Sacred Lands File search for the Rancho Cienega Sports Complex Project. The proposed project is located within the Hollywood 1966 (Photo revised 1981) United States Geological Survey (USGS) 7.5-minute quadrangle maps, and is indicated on the enclosed map (Enclosure 1).

The City of Los Angeles proposes to construct a new sports complex in the City of Los Angeles District 10 in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The 30-acre regional park is located directly south of the Metro Expo Line light rail transit system and directly west of Dorsey High School. The park programs have outgrown the aging gymnasium and pool facilities. Both aforementioned facilities also have aging infrastructure that has developed into a maintenance concern. Additionally, the pool no longer fits the standards for competition pools.

The Project would be implemented in two phases. Phase 1 includes demolition and hazardous materials abatement, grading, pile installation and foundation construction for all proposed structures, utility installations, building construction, parking lot grading, and landscape and site improvements. In addition, several buildings would be constructed during Phase 1 and include a new pool and bath house, including a community room and fitness annex on the second floor, would be approximately 25,000 square feet. A new gymnasium, including office space, a running path, and a lookout deck on the second floor, would be approximately 24,000 square feet. New tennis shops and restroom would be approximately 1,900 square feet. Additionally, a new stadium viewing area would include a concession stand, restrooms, and a ticket booth, totaling 4,000 square feet.

Phase 2 of the Project consists of demolition and hazardous materials abatement of an existing maintenance yard, grading for the parking lot and new maintenance yard, utility adjustments and necessary upgrades, construction of the new maintenance yard and various site improvements, and installation of landscaping and hardscaping.

The goal of this letter, in addition to acquainting you with this project, is to request that you check the Sacred Lands File records to identify any previously recorded sites in the project area.

Thank you for your assistance. Please feel free to contact me if you have any questions about this project.



AECOM Inc  
515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
T 213.593.7700 F 213.593.7715 www.AECOM.com

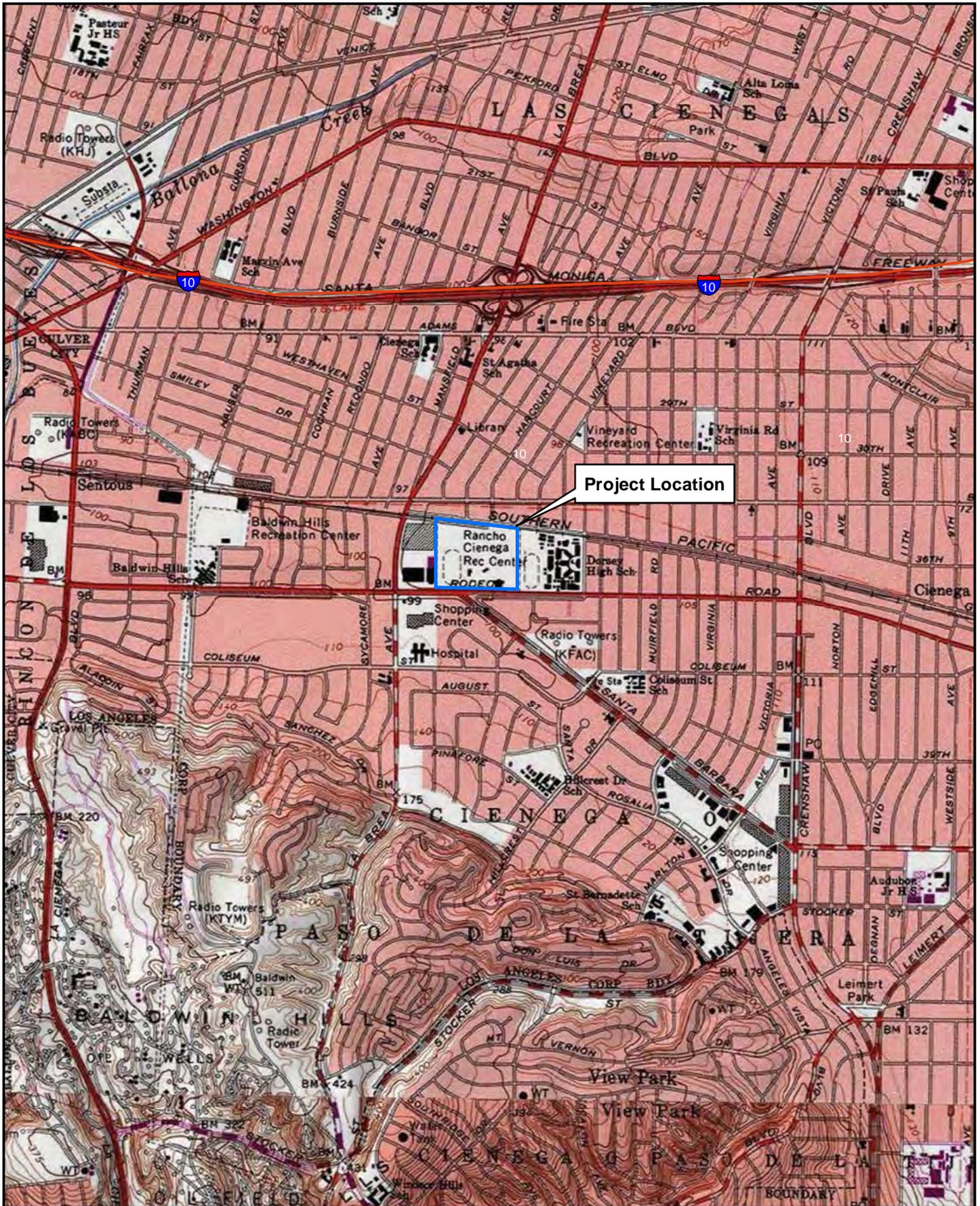
Sincerely,

A handwritten signature in black ink that reads "Marc A. Beherec". The signature is written in a cursive style with a long, sweeping underline.

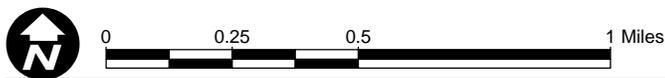
Marc A. Beherec, Ph.D., RPA  
Archaeologist  
AECOM  
515 S. Flower St., 8<sup>th</sup> Floor,  
Los Angeles, CA 90071  
[Marc.Beherec@aecom.com](mailto:Marc.Beherec@aecom.com)  
Office: 213-593-8481 or Cell: 951-296-7561

Enclosure:

- 1) Project Area Map



Source: USGS 7.5" Quadrangle



### Project Location Map

### Rancho Cienega Sports Complex Project

Path: C:\Projects\60440382.1 Rancho Cienega Sports Complex\GIS\MXD\Fig\NAHC\_LABOE\_RanchoCienega\_NAHC\_20150924.mxd, 9/24/2015, Stevenson\A1

**NATIVE AMERICAN HERITAGE COMMISSION**

1550 Harbor Blvd., Suite 100  
West Sacramento, CA 95691  
(916) 373-3710  
(916) 373-5471 FAX



October 7, 2015

Marc A. Beherec  
AECOM  
515 S. Flower St., 8<sup>th</sup> Floor  
Los Angeles, CA 90071

Sent by Email: Marc.Beherec@aecom.com  
Number of Pages: 3

RE: Rancho Clenega Sports Complex Project, Hollywood USGS Quadrangle, Los Angeles County

Dear Mr. Beherec:

Attached is a consultation list of tribes with traditional lands or cultural places located within the boundaries of the above referenced counties. Please note that the intent above reference codes is to mitigate impacts to tribal cultural resources, as defined, for California Environmental Quality Act (CEQA) projects.

As of July 1, 2015, Public Resources Code Sections 21080.1, 21080.3.1 and 21080.3.2 require public agencies to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose mitigating impacts to tribal cultural resources:

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section. (Public Resources Code Section 21080.1(d))

The law does not preclude agencies from initiating consultation with the tribes that are culturally and traditionally affiliated with their jurisdictions. The NAHC believes that in fact that this is the best practice to ensure that tribes are consulted commensurate with the intent of the law.

In accordance with Public Resources Code Section 21080.1(d), formal notification must include a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation. The NAHC believes that agencies should also include with their notification letters information regarding any cultural resources assessment that has been completed on the APE, such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:
  - A listing of any and all known cultural resources have already been recorded on or adjacent to the APE;
  - Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
  - If the probability is low, moderate, or high that cultural resources are located in the APE.
  - Whether the records search indicates a low, moderate or high probability that unrecorded cultural resources are located in the potential APE; and

- If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.
2. The results of any archaeological inventory survey that was conducted, including:
- Any report that may contain site forms, site significance, and suggested mitigation measures.

All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code Section 6254.10.

3. The results of any Sacred Lands File (SFL) check conducted through Native American Heritage Commission. A SFL search was completed with negative results.
4. Any ethnographic studies conducted for any area including all or part of the potential APE; and
5. Any geotechnical reports regarding all or part of the potential APE.

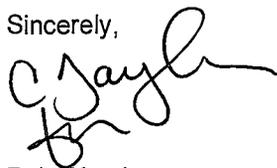
Lead agencies should be aware that records maintained by the NAHC and CHRIS is not exhaustive, and a negative response to these searches does not preclude the existence of a cultural place. A tribe may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the case that they do, having the information beforehand will help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance we are able to assure that our consultation list contains current information.

If you have any questions, please contact me at my email address: [rob.wood@nahc.ca.gov](mailto:rob.wood@nahc.ca.gov).

Sincerely,



Rob Wood  
Associate Governmental Program Analyst

Native American Heritage Commission  
Tribal Consultation List  
Los Angeles County  
October 7, 2015

ATTACHMENT 2

Soboba Band of Mission Indians  
Rosemary Morillo, Chairperson; Attn: Carrie Garcia  
P.O. Box 487 Luiseno  
San Jacinto , CA 92581 Cahuilla  
carrieg@soboba-nsn.gov  
(951) 654-2765

Gabrielino /Tongva Nation  
Sam Dunlap, Cultural Resources Director  
P.O. Box 86908 Gabrielino Tongva  
Los Angeles , CA 90086  
samdunlap@earthlink.net  
(909) 262-9351

Gabrieleno/Tongva San Gabriel Band of Mission Indians  
Anthony Morales, Chairperson  
P.O. Box 693 Gabrielino Tongva  
San Gabriel , CA 91778  
GTTribalcouncil@aol.com  
(626) 483-3564 Cell

Gabrielino Tongva Indians of California Tribal Council  
Robert F. Dorame, Tribal Chair/Cultural Resources  
P.O. Box 490 Gabrielino Tongva  
Bellflower , CA 90707  
gtongva@verizon.net  
(562) 761-6417 Voice/Fax

Gabrielino-Tongva Tribe  
Linda Candelaria, Co-Chairperson  
1999 Avenue of the Stars, Suite 1100  
Los Angeles , CA 90067  
Gabrielino  
(626) 676-1184 Cell

Gabrieleno Band of Mission Indians - Kizh Nation  
Andrew Salas, Chairperson  
P.O. Box 393  
Covina , CA 91723  
gabrielenoindians@yahoo.com Gabrielino  
(626) 926-4131

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list applicable only for consultation with Native American tribes under Public Resources Code Sections 21080.3.1 for the proposed

Rancho Cienega Sports Complex Project, Hollywood USGS Quadrangle, City of Los Angeles.



AECOM Inc  
515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
T 213.593.7700 F 213.593.7715 www.AECOM.com

October 12, 2015

Rosemary Morillo, Chairperson  
Soboba Band of Mission Indians  
Attn: Carrie Garcia  
P.O. Box 487  
San Jacinto, CA 92581

**Subject: Rancho Cienega Sports Complex Project**

Dear Chairperson Morillo:

AECOM, Inc. has been retained by City of Los Angeles Department of Public Works, Bureau of Engineering (BOE) to conduct a cultural resources assessment for the Rancho Cienega Sports Complex Project. At our request, the Native American Heritage Commission conducted a Sacred Lands File search for the project, and identified you as an individual who may have knowledge of cultural resources in or near the project area.

The proposed project is located on the Hollywood 1966 (Photo revised 1981) California United States Geological Survey (USGS) 7.5-minute quadrangle map (Enclosure 1).

The City of Los Angeles proposes to construct a new sports complex in the City of Los Angeles District 10 in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The park programs have outgrown the aging gymnasium and pool facilities. Both aforementioned facilities also have aging infrastructure that has developed into a maintenance concern. Additionally, the pool no longer fits the standards for competition pools.

The Project would be implemented in two phases. Phase 1 includes demolition and hazardous materials abatement, grading, pile installation and foundation construction for all proposed structures, utility installations, building construction, parking lot grading, and landscape and site improvements. In addition, several buildings would be constructed during Phase 1 and include a new pool and bath house, including a community room and fitness annex on the second floor, would be approximately 25,000 square feet. A new gymnasium, including office space, a running path, and a lookout deck on the second floor, would be approximately 24,000 square feet. New tennis shops and restroom would be approximately 1,900 square feet. Additionally, a new stadium viewing area would include a concession stand, restrooms, and a ticket booth, totaling 4,000 square feet.

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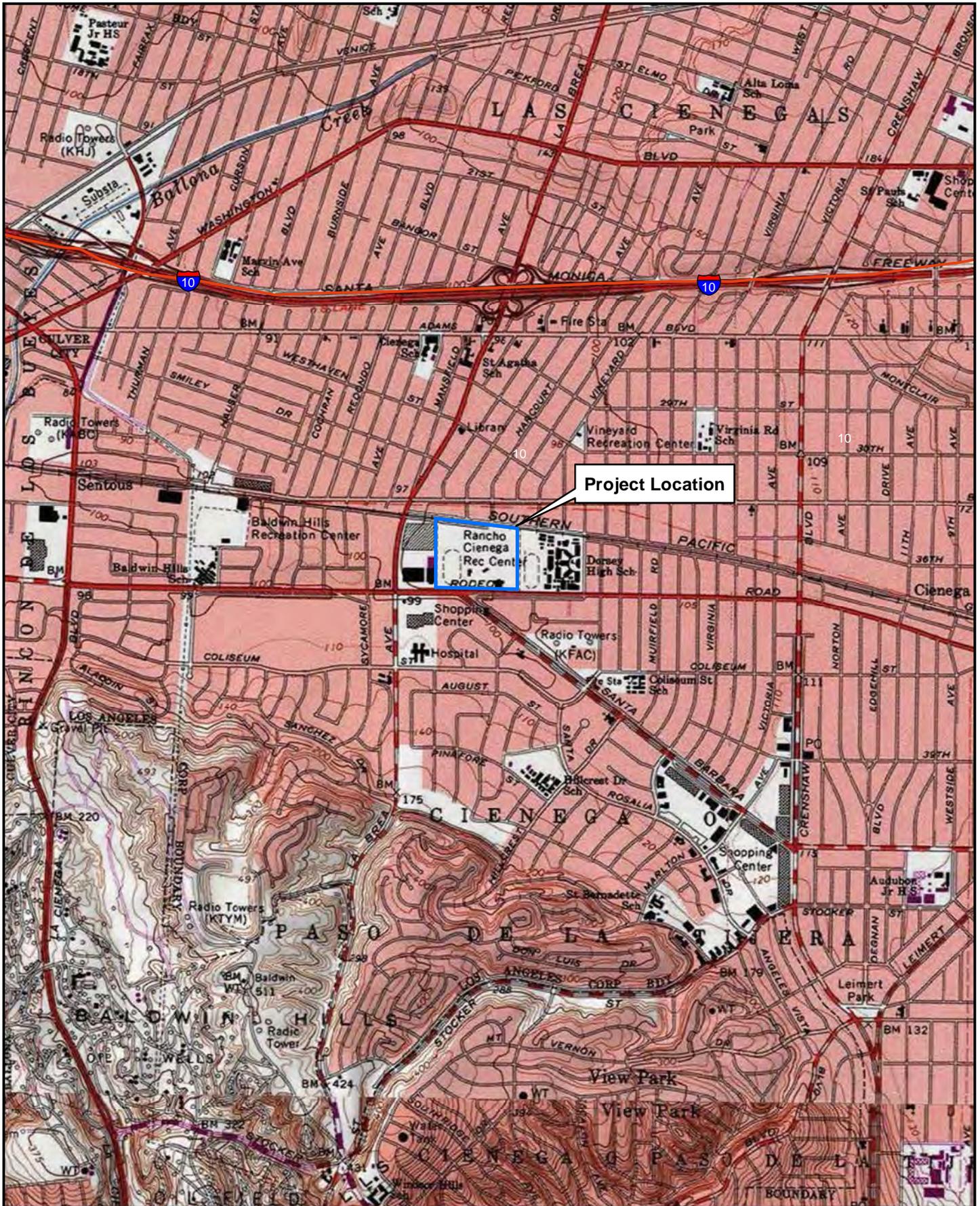
Sincerely,

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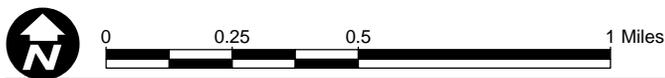
Marc A. Beherec, Ph.D., RPA  
AECOM  
Archaeologist  
[marc.beherec@aecom.com](mailto:marc.beherec@aecom.com)  
Desk: 213-593-8481 Cell: 951-296-7561

Enclosures:

- 1) Project Area Map
- 2) Response Form
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Source: USGS 7.5" Quadrangle



Scale: 1:24,000

### Project Location Map

### Rancho Cienega Sports Complex Project

Path: C:\Projects\60440382.1 Rancho Cienega Sports Complex\GIS\MXD\Fig\NAHC\_LABOE\_RanchoCienega\_NAHC\_20150924.mxd, 9/24/2015, Stevenson\A

**AECOM Inc**

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September 24, 2015

Anthony Morales, Chairperson  
Gabrielino/Tongva San Gabriel Band of Mission Indians  
P.O. Box 693  
San Gabriel, CA 91778

**Subject: Rancho Cienega Sports Complex Project**

Dear Chairperson Morales:

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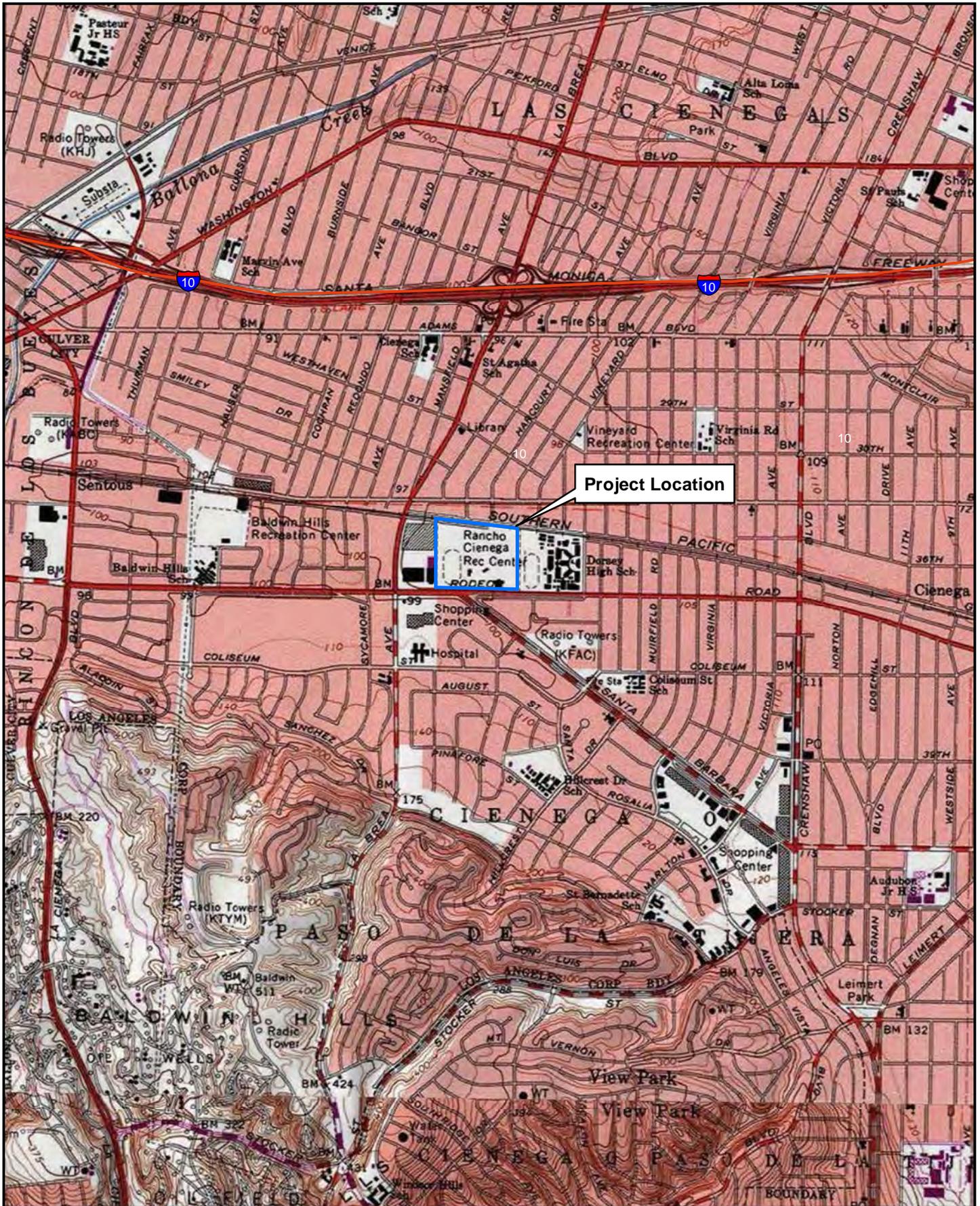
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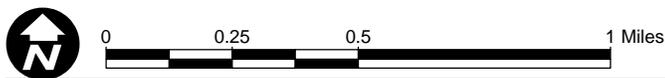
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September 24, 2015

Robert F. Dorame, Tribal Chair/Cultural Resources  
Gabrielino Tongva Indians of California Tribal Council  
P.O. Box 490  
Bellflower, CA 90707

**Subject: Rancho Cienega Sports Complex Project**

Dear Mr. Dorame:

AECOM, Inc. has been retained by City of Los Angeles Department of Public Works, Bureau of Engineering (BOE) to conduct a cultural resources assessment for the Rancho Cienega Sports Complex Project. At our request, the Native American Heritage Commission conducted a Sacred Lands File search for the project, and identified you as an individual who may have knowledge of cultural resources in or near the project area.

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Marc A. Beherec, Ph.D., RPA  
AECOM  
Archaeologist  
[marc.beherec@aecom.com](mailto:marc.beherec@aecom.com)  
Desk: 213-593-8481 Cell: 951-296-7561

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September 24, 2015

Linda Candelaria, Co-Chairperson  
Gabrielino-Tongva Tribe  
1999 Avenue of the Stars, Suite 1100  
Los Angeles, CA 90067

**Subject: Rancho Cienega Sports Complex Project**

Dear Co-Chairperson Candelaria:

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Marc A. Beherec, Ph.D., RPA  
AECOM  
Archaeologist  
[marc.beherec@aecom.com](mailto:marc.beherec@aecom.com)  
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September 24, 2015

Andrew Salas, Chairperson  
Gabrielino Band of Mission Indians – Kizi Nation  
P.O. Box 393  
Covina, CA 91723

**Subject: Rancho Cienega Sports Complex Project**

Dear Chairperson Salas:

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September 24, 2015

Sam Dunlap, Cultural Resources Director  
Gabrielino/Tongva Nation  
P.O. Box 86908  
Los Angeles, CA 90086

**Subject: Rancho Cienega Sports Complex Project**

Dear Mr. Dunlap:

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September 24, 2015

Bernie Acuna, Co-Chairperson  
Gabrielino-Tongva Tribe  
1999 Avenue of the Stars, Suite 1100  
Los Angeles, CA 90067

**Subject: Rancho Cienega Sports Complex Project**

Dear Co-Chairperson Acuna:

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September 24, 2015

Conrad Acuna  
Gabrielino-Tongva Tribe  
1999 Avenue of the Stars, Suite 1100  
Los Angeles, CA 90067

**Subject: Rancho Cienega Sports Complex Project**

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515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
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Thank you very much for your assistance. Please feel free to contact me if you have any questions about this project.

Sincerely,

A handwritten signature in black ink that reads "Marc A. Beherec". The signature is written in a cursive style with a long, sweeping underline.

Marc A. Beherec, Ph.D., RPA  
AECOM  
Archaeologist  
[marc.beherec@aecom.com](mailto:marc.beherec@aecom.com)  
Desk: 213-593-8481 Cell: 951-296-7561

Enclosures:

- 1) Project Area Map
- 2) Response Form
- 3) Self-Addressed Stamped Envelope



AECOM Inc  
515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
T 213.593.7700 F 213.593.7715 www.AECOM.com

September 25, 2015

John Tommy Rosas, Tribal Admin.  
Tongva Ancestral Territorial Tribal Nation  
[tattnlaw@gmail.com](mailto:tattnlaw@gmail.com)

**Subject: Rancho Cienega Sports Complex Project**

Dear Mr. Rosas:

AECOM, Inc. has been retained by City of Los Angeles Department of Public Works, Bureau of Engineering (BOE) to conduct a cultural resources assessment for the Rancho Cienega Sports Complex Project. At our request, the Native American Heritage Commission conducted a Sacred Lands File search for the project, and identified you as an individual who may have knowledge of cultural resources in or near the project area.

The proposed project is located on the Hollywood 1966 (Photo revised 1981) California United States Geological Survey (USGS) 7.5-minute quadrangle map (Enclosure 1).

The City of Los Angeles proposes to construct a new sports complex in the City of Los Angeles District 10 in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The park programs have outgrown the aging gymnasium and pool facilities. Both aforementioned facilities also have aging infrastructure that has developed into a maintenance concern. Additionally, the pool no longer fits the standards for competition pools.

The Project would be implemented in two phases. Phase 1 includes demolition and hazardous materials abatement, grading, pile installation and foundation construction for all proposed structures, utility installations, building construction, parking lot grading, and landscape and site improvements. In addition, several buildings would be constructed during Phase 1 and include a new pool and bath house, including a community room and fitness annex on the second floor, would be approximately 25,000 square feet. A new gymnasium, including office space, a running path, and a lookout deck on the second floor, would be approximately 24,000 square feet. New tennis shops and restroom would be approximately 1,900 square feet. Additionally, a new stadium viewing area would include a concession stand, restrooms, and a ticket booth, totaling 4,000 square feet.

Phase 2 of the Project consists of demolition and hazardous materials abatement of an existing maintenance yard, grading for the parking lot and new maintenance yard, utility adjustments and necessary upgrades, construction of the new maintenance yard and various site improvements, and installation of landscaping and hardscaping.

The goal of this letter, in addition to acquainting you with this project, is to request any information you have that may indicate an impact to cultural resources within the project area. The response form (Enclosure 2) is provided to help us identify and address your concerns with this project. Return of this form does not imply that you approve or disapprove of the project; nor does it limit your opportunity to comment at a later time. Please return the response form to the address shown below in the self-addressed stamped envelope (Enclosure 3), no later than October 24, 2015 so that we may include your concerns in our document.

Thank you very much for your assistance. Please feel free to contact me if you have any questions about this project.



AECOM Inc  
515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
T 213.593.7700 F 213.593.7715 www.AECOM.com

Sincerely,

A handwritten signature in black ink that reads "Marc A. Beherec". The signature is fluid and cursive.

Marc A. Beherec, Ph.D., RPA  
AECOM  
Archaeologist  
[marc.beherec@aecom.com](mailto:marc.beherec@aecom.com)  
Desk: 213-593-8481 Cell: 951-296-7561

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**AECOM Inc**

515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
T 213.593.7700 F 213.593.7715 www.AECOM.com

September 24, 2015

Sandonne Goad, Chairperson  
Gabrielino/Tongva Nation  
106 ½ Judge John Aiso Street  
Los Angeles, CA 90012

**Subject: Rancho Cienega Sports Complex Project**

Dear Chairperson Goad:

AECOM, Inc. has been retained by City of Los Angeles Department of Public Works, Bureau of Engineering (BOE) to conduct a cultural resources assessment for the Rancho Cienega Sports Complex Project. At our request, the Native American Heritage Commission conducted a Sacred Lands File search for the project, and identified you as an individual who may have knowledge of cultural resources in or near the project area.

The proposed project is located on the Hollywood 1966 (Photo revised 1981) California United States Geological Survey (USGS) 7.5-minute quadrangle map (Enclosure 1).

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AECOM Inc  
515 South Flower Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071  
T 213.593.7700 F 213.593.7715 www.AECOM.com

Thank you very much for your assistance. Please feel free to contact me if you have any questions about this project.

Sincerely,

A handwritten signature in black ink that reads "Marc A. Beherec". The signature is written in a cursive style with a long, sweeping underline.

Marc A. Beherec, Ph.D., RPA  
AECOM  
Archaeologist  
[marc.beherec@aecom.com](mailto:marc.beherec@aecom.com)  
Desk: 213-593-8481 Cell: 951-296-7561

Enclosures:

- 1) Project Area Map
- 2) Response Form
- 3) Self-Addressed Stamped Envelope

**Beherec, Marc**

---

**From:** Andy <gabrielenoindians@yahoo.com>  
**Sent:** Wednesday, September 30, 2015 11:51 AM  
**To:** Beherec, Marc  
**Cc:** Christina Swindall Martinez; Kizh Gabrieleno; Samantha Lemos; Barbra Lonsdale  
**Subject:** Rancho cienega sports complex project.  
**Attachments:** FullSizeRender.jpg; ATT00001.txt; FullSizeRender.jpg; ATT00002.txt

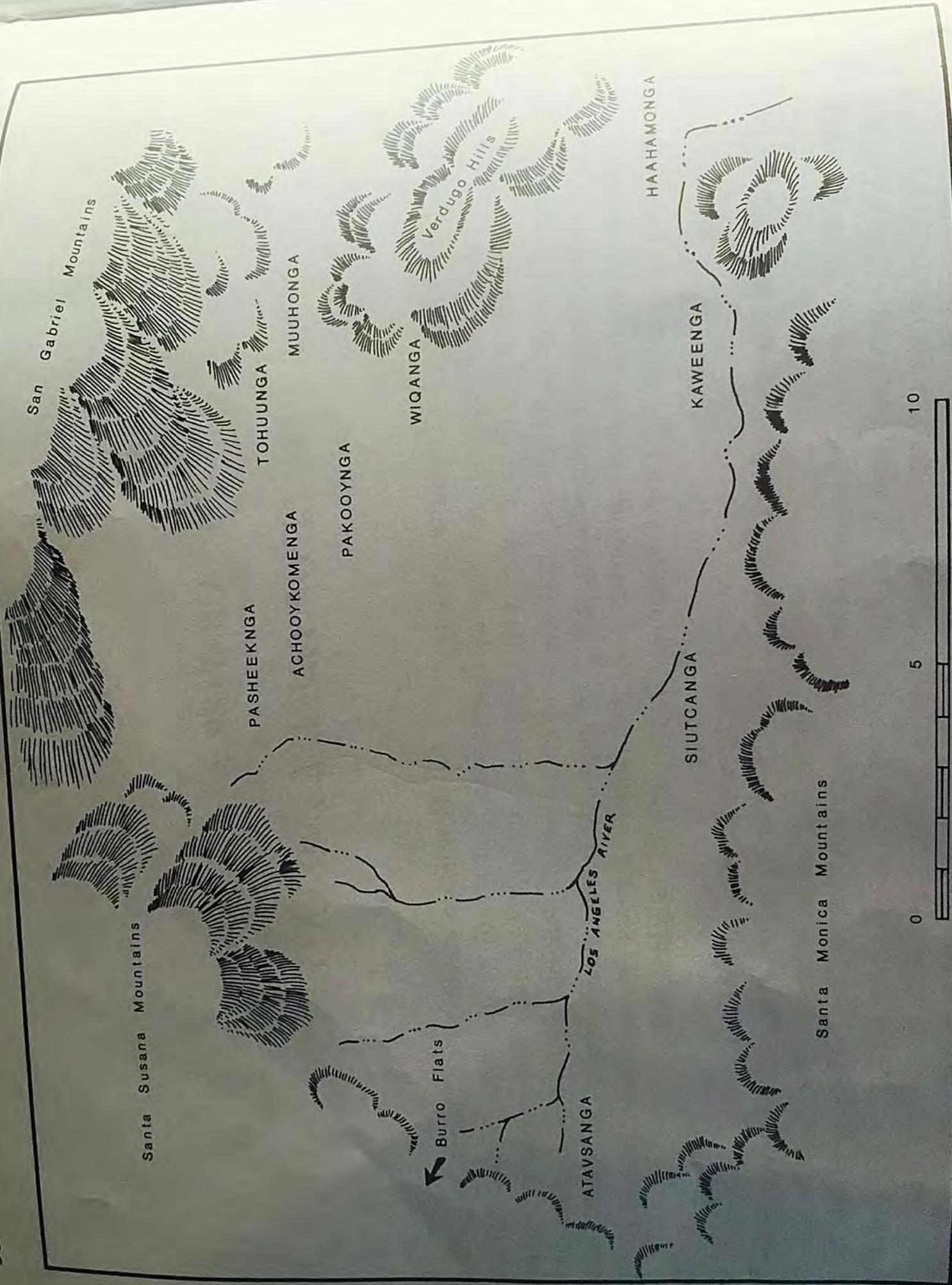
Dear Marc A. Beherec  
AECOM

This is in regards to the above project location :

The project location is within sacred village sites and is known to be highly sensitive . I have attached a map of just some of the major villages within or near the project location. Please keep in mind these are only major villages exactly how how major cities are known today. There were many smaller villages which inhabited the large Cities and are not shown on this map. Therefore because of the sensitivity we would like to request one or two of our trained monitors to be on site during all ground disturbances.

:Field Methods

At least One Native American Monitor will be present during ground disturbing activities ( including but not limited to pavement removal , pot- holing or auguring , boring , grading , excavation and trenching) within the project area. The Native American Monitor will complete monitoring Logs on a daily basis . The logs will provide descriptions of the daily activities, including construction activities, locations , Soil and any cultural materials identified . The monitor will photo-document the ground disturbing activities. Thank you for your time Andrew Salas Gabrieleño Band of Mission Indians

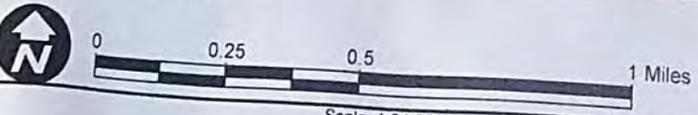


Map 5. Gabrielino communities located within the San Fernando Valley. The scale on this and the following maps is in statute miles.



Project Location

Source: USGS 7.5" Quadrangle



AECOM

NAHC (Project Location Map)

**Beherec, Marc**

---

**From:** Beherec, Marc  
**Sent:** Thursday, October 08, 2015 5:25 PM  
**To:** 'Andy'  
**Cc:** Christina Swindall Martinez. Kizh Gabrieleno; Samantha Lemos; Barbra Lonsdale  
**Subject:** RE: Rancho cienega sports complex project.

Dear Mr. Salas,

Thank you very much for your response. We are including your concerns in our report.

I noticed, however, that the appended map shows the San Fernando Valley, rather than our project area. Is there another map you would also like to submit?

Either way, we will include your concerns and request for monitoring in our report.

Sincerely,

Marc

---

Marc A. Beherec, Ph.D., RPA  
 Archaeologist  
 AECOM  
 515 S. Flower St., 8th Floor, Los Angeles, CA 90071  
 Office: 213-593-8481  
 Cell: 951-296-7561

-----Original Message-----

From: Andy [<mailto:gabrielenoindians@yahoo.com>]  
 Sent: Wednesday, September 30, 2015 11:51 AM  
 To: Beherec, Marc  
 Cc: Christina Swindall Martinez. Kizh Gabrieleno; Samantha Lemos; Barbra Lonsdale  
 Subject: Rancho cienega sports complex project.

Dear Marc A. Beherec  
 AECOM

This is in regards to the above project location :

The project location is within sacred village sites and is known to be highly sensitive . I have attached a map of just some of the major villages within or near the project location. Please keep in mind these are only major villages exactly how how major cities are known today. There were many smaller villages which inhabited the large Cities and are not shown on this map. Therefore because of the sensitivity we would like to request one or two of our trained monitors to be on site during all ground disturbances.

:Field Methods

At least One Native American Monitor will be present during ground disturbing activities ( including but not limited to pavement removal , pot- holing or auguring ,boring , grading , excavation and trenching) within the project area. The Native American Monitor will complete monitoring Logs on a daily basis . The logs will provide descriptions of the daily

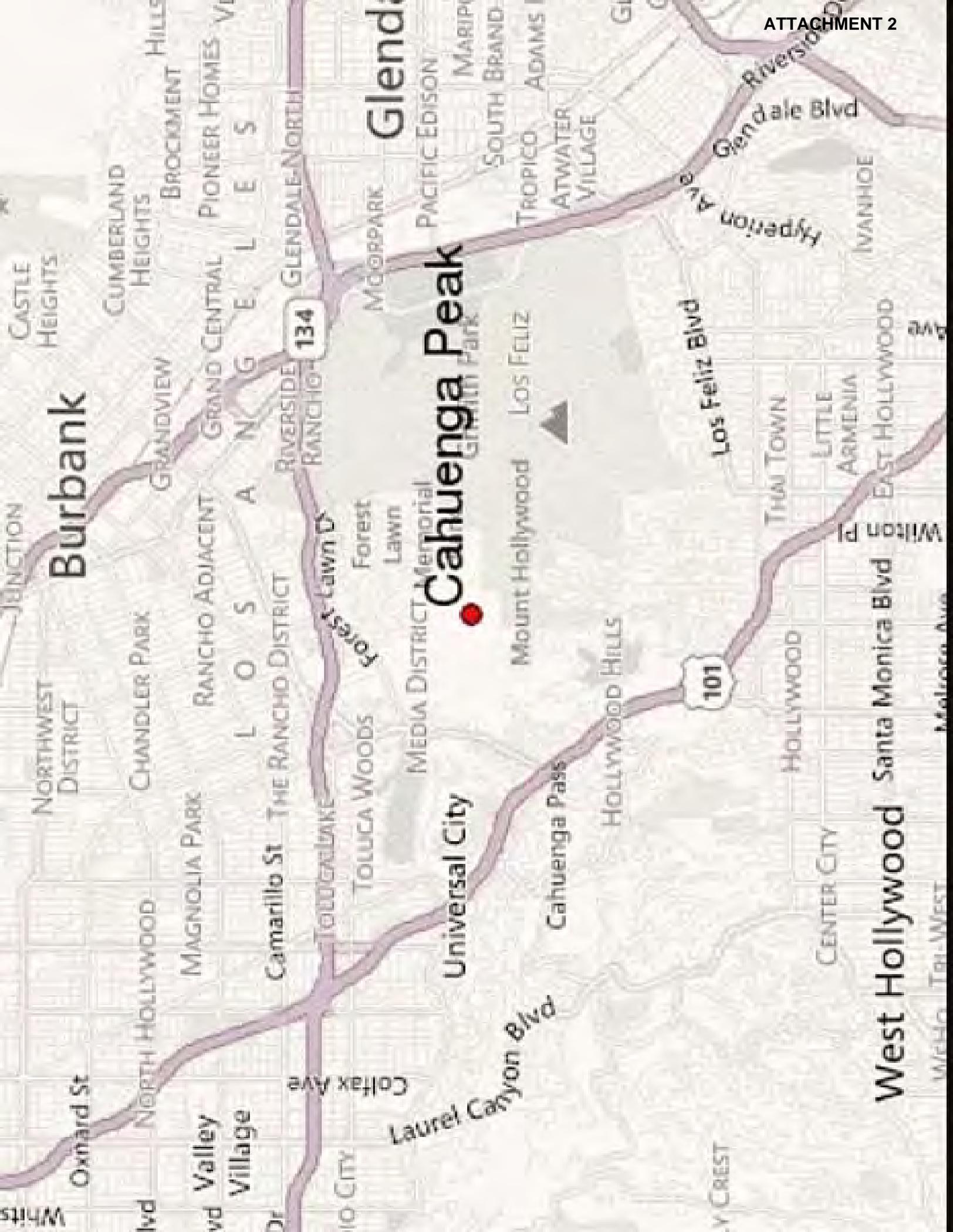
activities, including construction activities, locations , Soil and any cultural materials identified . The monitor will photo-document the ground disturbing activities. Thank you for your time Andrew Salas Gabrieleño Band of Mission Indians

**Beherec, Marc**

---

**From:** Andy <gabrielenoindians@yahoo.com>  
**Sent:** Thursday, October 08, 2015 7:49 PM  
**To:** Beherec, Marc  
**Cc:** Christina Swindall Martinez. Kizh Gabrieleno; Samantha Lemos; Barbra Lonsdale  
**Subject:** Re: Rancho cienega sports complex project.  
**Attachments:** image1.jpeg; ATT00002.txt

My Bad sorry !! Muangna & Chauenga would be the villages that have more of a impacted . Thanks Marc good eye.



**Cahuenga Peak**  
Graham Park

**Burbank**

**Glendale**

**Universal City**

**West Hollywood**

134

101

Oxnard St

North Hollywood

Valley Village

Coffey Ave

City

Laurel Canyon Blvd

Cahuenga Pass

Hollywood Hills

Hollywood

Center City

Santa Monica Blvd

Tri-West

Castle Heights

Cumberland Heights

Grand Central

Los Angeles

The Rancho District

Forest Lawn Dr

Forest Lawn

Media District Memorial

Mount Hollywood



Los Feliz

Hollywood Hills

Los Feliz Blvd

101

Thai Town

Little Armenia

Wilshire Pl

East Hollywood

Melrose Ave

Castle Heights

Cumberland Heights

Grand Central

Los Angeles

The Rancho District

Forest Lawn Dr

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East Hollywood

Melrose Ave



Distribution

## Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: Anthony Morales

Phone # (626) 483-3564

### Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

### Items Discussed

Mr. Morales was interested in the impacts of the project and whether or not they would be building houses or other structures or keeping the nature of the recreation center in tact. Further, Mr. Morales stated that the entire area is known to be culturally sensitive and may have contained villages and other places that Native people used. Mr. Morales requested that we provide him with what we know about the cultural resources in the area and was interested in our recommendations for the project. I let Mr. Morales know that I did not have that information at the moment but that I would find it and get back to him.

After talking with Marc Beherec I was able to respond to the request of Mr. Morales. I informed him that prehistoric cultural resources had been identified in the project vicinity but not in the APE and that we were considering recommending archaeological monitoring. Mr. Morales stated that even though no prehistoric cultural resources had been identified in the APE he considers additional cultural landscape elements to make his determination about cultural sensitivity. These elements include the location of the project in an area considered closer to the west where there is a high presence of known village sites and higher populations in the past, the proximity of the project to the I-10 freeway which likely follows major travel ways used by people in the past, and the likely presence of known historic or present waterways that would suggest past use, as well as open (See Next Page)

### Follow Up

Items Discussed (Continued):

spaces that still contain indigenous plant species that people would have used for medicine, food, and other resources. Based on this, Mr. Morales suggested that a Native American monitor should be present during ground disturbance activities due to the proximity of known prehistoric sites. Mr. Morales also suggested that, as the Gabrieleno/Tongva San Gabriel Band of Mission Indians has an established working relationship with AECOM on other projects in the area, that this group be contacted for monitoring activities.



Distribution

## Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: Robert Dorame

Phone # (562) 761-6417

### Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

### Items Discussed

Mr. Dorame requested that we resend the letter and project area map via email so that he can respond to our consultation request. I let him know that I would follow up on this immediately.

### Follow Up

**Hill, Allison**

---

**From:** Hill, Allison  
**Sent:** Friday, October 09, 2015 1:41 PM  
**To:** 'gtongva@verizon.net'  
**Cc:** Beherec, Marc  
**Subject:** Rancho Cienega Sports Complex Project  
**Attachments:** FigNAHC\_LABOE\_RanchoCienega\_NAHC\_20150924.pdf; R Dorame.pdf

Dear Mr. Dorame,

Following up on our phone call regarding the Rancho Cienega Sports Complex Project, attached are the letter that was sent out on September 25, 2015 as well as the Project Area map.

Also, if you would prefer we can send consultation letters and maps for future projects through email if it would be more convenient for you. Please just let us know your preference.

If you have any comments or concerns, please contact Marc Beherec at:

Phone: 213.593.8481  
Email: [marc.beherec@aecom.com](mailto:marc.beherec@aecom.com)

Sincerely,

**Allison Hill, B.A.**  
Archaeologist  
[allison.hill@aecom.com](mailto:allison.hill@aecom.com)



Distribution

# Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: Linda Candelaria

Phone # (626) 676-1184

## Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

## Items Discussed

Called Linda Candelaria but did not reach her. Left a voice mail for Ms. Candelaria informing her of the project and letting her know that she can contact Marc Behrec if she has any questions.

## Follow Up



Distribution

# Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: Sam Dunlap

Phone # (909) 262-9351

## Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

## Items Discussed

Called Sam Dunlap but did not reach him. Left a voice mail for Mr. Dunlap informing him of the project and letting him know that he can contact Marc Behrec if he has any questions.

## Follow Up



Distribution

## Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: Bernie Acuna

Phone # (310) 428-5690

### Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

### Items Discussed

Called Bernie Acuna but did not reach him. Left a voice mail for Mr. Acuna informing him of the project and letting him know that he can contact Marc Behrec if he has any questions.

### Follow Up



Distribution

# Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: Conrad Acuna

Phone # NA

## Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

## Items Discussed

Information provided by the NAHC did not provide a phone number or an email address to reach Mr. Acuna at. We were not able to follow up our letter with a consultation phone call at this time.

## Follow Up



Distribution

# Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: John Tommy Rosas

Phone # (310) 570-6567

## Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

## Items Discussed

Called John Tommy Rosas but did not reach him. Left a voice mail for Mr. Rosas informing him of the project and letting him know that he can contact Marc Behrec if he has any questions.

## Follow Up



Distribution

## Contact Report Form

AECOM Contact: Allison Hill

Date: October 9, 2015

Project # 60440382

Individual Contacted: Sandonne Goad

Phone # (951) 807-0479

### Contact Information

Subject of Contact: Follow Up Consultation for Rancho Cienega Sports Complex Project

### Items Discussed

When I spoke with Ms. Goad on the phone she informed me that she would like to direct us to contact Mr. Sam Dunlap to consult with on this project. Ms. Goad also stated that if we are unable to get in contact with Mr. Dunlap that we should contact her again and that she would make sure that he responds to our consultation request.

### Follow Up

**APPENDIX C**

**RESULTS OF PALEONTOLOGICAL RECORDS SEARCH**



Natural History Museum  
of Los Angeles County  
900 Exposition Boulevard  
Los Angeles, CA 90007

tel 213.763.DINO  
www.nhm.org



Vertebrate Paleontology Section  
Telephone: (213) 763-3325  
Fax: (213) 746-7431  
e-mail: smcleod@nhm.org

30 September 2015

AECOM  
515 South Flower Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90071

Attn: Marc A. Beherec, Ph.D., Archaeologist

re: Paleontological resources for the proposed Los Angeles Bureau of Engineering (LABOE) Rancho Cienega Sports Complex Project, AECOM Project # 60440382, in the City of Los Angeles, Los Angeles County, project area

Dear Marc:

I have conducted a thorough search of our paleontology collection records for the locality and specimen data for the proposed Los Angeles Bureau of Engineering (LABOE) Rancho Cienega Sports Complex Project, AECOM Project # 60440382, in the City of Los Angeles, Los Angeles County, project area as outlined on the portion of the Hollywood USGS topographic quadrangle map that you sent to me via e-mail on 29 September 2015. We have no fossil vertebrate localities that lie directly within the proposed project area, but we do have localities nearby in the same sedimentary deposits as those that occur within the proposed project area.

Surficial deposits in about the southwestern one-third of the proposed project area consist of younger Quaternary deposits of clay and sand, derived from a preexisting marshland. Surficial deposits in the remainder of the proposed project area consist of younger Quaternary Alluvium, derived broadly as fluvial deposits from the Los Angeles River to the east that would flow towards what is now Ballona Creek that flows just to the west. These younger Quaternary deposits typically do not contain significant vertebrate fossil remains in the uppermost layers, but they are underlain by older Quaternary sediments at relatively shallow depth that do contain significant vertebrate fossils. We have a cluster of localities near the proposed project area from these older Quaternary sediments that were found during the excavations for outfall sewers in the 1920's. Our closest fossil vertebrate

locality from these deposits is LACM 3369, located directly west of the southern boundary of the proposed project area at Sycamore Avenue and Rodeo Road that produced a specimen of fossil horse, *Equus*, at a depth of only six feet below the surface. Just west of LACM 3369 we have localities LACM 3367 and 3370 also along Rodeo Road. These localities produced fossil mastodon, *Mammut*, at unknown depth, and a fossil sabertooth cat, *Smilodon*, at unknown depth. Just northwest of the proposed project area, along the Southern Pacific Railway, our locality LACM 3366 produced a specimen of fossil camel, *Camelops*, at unknown depth. Further to the west we have locality LACM 4232, near Moynier Lane and Higuera Street, where specimens of fossil mammoth, *Mammuthus*, and fossil human, *Homo sapiens*, were found in the sand and clay silts. Just west and north of locality LACM 4232, in sediments around Ballona Creek, we have locality LACM 3368, along Sentous Avenue on the east side of Ballona Creek, that produced a specimen of fossil horse, *Equus*, at unknown depth, and locality LACM 4250, southeast of the intersection of Jacob Street and Sentney Avenue on the west side of Ballona Creek, where remains of fossil mammoth, *Mammuthus*, were collected at unknown depth. To the east of the southern boundary of the proposed project area we have locality LACM 1159, near the intersection of Rodeo Road and Buckingham Road, that contained remains of fossil human, *Homo sapiens*, at a depth of 19-23 feet below the surface.

Surface grading or very shallow excavations in the younger Quaternary Alluvium of the proposed project area are unlikely to encounter significant fossil vertebrate remains. Deeper excavations that may extend down into older Quaternary deposits, however, may well uncover significant vertebrate fossils. Any substantial excavations in the proposed project area, therefore, should be monitored closely to quickly and professionally recover any fossil remains discovered while not impeding development. Sediment samples should also be collected and processed to determine the small fossil potential in the proposed project area. Any fossils recovered during mitigation should be deposited in an accredited and permanent scientific institution for the benefit of current and future generations.

This records search covers only the vertebrate paleontology records of the Natural History Museum of Los Angeles County. It is not intended to be a thorough paleontological survey of the proposed project area covering other institutional records, a literature survey, or any potential on-site survey.

Sincerely,



Samuel A. McLeod, Ph.D.  
Vertebrate Paleontology

enclosure: invoice

**APPENDIX D**  
**DPR FORMS**



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 1 of 2

\*Resource Name or #: Celes King III Indoor Pool

P1. Other Identifier: Rancho Cienega Pool, Rancho Cienega Park Pool

\*P2. Location:  Not for Publication  Unrestricted \*a. County: Los Angeles

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad: Hollywood Date: 1966 T 1S; R 13W NW ¼ of Sec 7; B.M. S.B.B.M.

c. Address: 50001 Rodeo Rd City: Los Angeles Zip: 90016

d. UTM: Zone: 11S; 375198 mE/ 3765466 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation:

Located on a parcel approximately 6.5 miles southwest of downtown Los Angeles in the West Adams-Baldwin Hills-Leimert Community and Council District 10, approximately 0.8 mile south of Interstate 10 (I-10; Santa Monica Freeway) and approximately 3.5 miles northeast of Interstate 405 (I-405; San Diego Freeway). The pool is located in the southeast corner of the 30-acre regional park which is bounded by the Metro Expo Line and Exposition Boulevard to the north, Dorsey High School to the west, Rodeo Road and residential housing to the south, and a shopping center to the east.

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The Celes King III indoor pool was constructed in June 1963. The building is five bays wide and has an asymmetrical, side-gabled roofline with a steep front and a low pitch towards the rear of the building. The building reflects modern style with the abstract acute angles in the criss-cross form of glass panels that compose the sloped south side. The south side consists of intersecting, angled concrete forms inset with multi-light glass panels. The east side of the building also has a low band of triangular glass panels with a solid stucco/concrete wall above. A one-and-a-half-story concrete block addition is located to the rear of the east side, and contains a single door and no other apparent fenestration. The west side also has a low, narrow band of triangular glass panels, and otherwise consists of a stucco/concrete wall with two one-story concrete block additions with access doors. The rear of the building consists of a concrete block wall that contains the main entrance to the building. The entrance is a projecting, covered, glazed enclosure, with two symmetrical sets of double doors with transoms above and glass panels flanking the doors. The interior of the building contains a pool with five swimming lanes and five associated diving boards at one end.

\*P3b. Resource Attributes: (List attributes and codes) HP39

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo:

Celes King III Indoor Pool, view facing northwest. 10/01/2015

\*P6. Date Constructed/Age and

Sources:  Historic Prehistoric  Both

Constructed 1960-1963.

Source: Building permits; Los Angeles Times, various articles.

\*P7. Owner and Address:

City of Los Angeles

\*P8. Recorded by:

AECOM

515 South Flower Street, 8th Floor  
Los Angeles, California 90071

\*P9. Date Recorded: 10/01/2015

\*P10. Survey Type: Intensive survey

\*P11. Report Citation: AECOM, 2015. Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.

\*Attachments:  NONE  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (List):

**BUILDING, STRUCTURE, AND OBJECT RECORD**

**B1. Historic Name:** Rancho Cienega Pool

**B2. Common Name:** Rancho Cienega Pool

**B3. Original Use:** Swimming Pool

**B4. Present Use:** Swimming Pool

\***B5. Architectural Style:** Modern

\***B6. Construction History:** (Construction date, alterations, and date of alterations)

The pool was constructed between 1960 and 1963. Major repairs to the pool took place between 1990 and 1993. No major alterations to the exterior of the building.

\***B7. Moved?** No Yes Unknown **Date:**

**Original Location:**

\***B8. Related Features:** The pool is located within the Rancho Cienega Sports Complex that contains several athletic and recreational facilities.

**B9a. Architect:** Albert Criz

**b. Builder:** Unknown

\***B10. Significance:** Modern Civic Architecture **Theme:** Recreation

**Area:** Los Angeles

**Period of Significance:** 1963 **Property Type:** Swimming pool

**Applicable Criteria:** NRHP C/CRHR 3

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Celes King III Indoor Pool is associated with the expansion of civic recreational facilities in Los Angeles in the 1960s. Built in 1963, the pool represented the fruition of the plan for a public pool at the park proposed in 1936. Original plans for a pool and bathhouse were put on hold until the development of the community created a demand for the facility. In 1957, the funding for the pool was granted. In the 1960s, it was the only indoor pool operating throughout the year, but it was not Los Angeles' first indoor pool. By 1925, Los Angeles had 15 indoor and three outdoor pools in operation (Wiltse 2007). The Celes King III Indoor Pool is not representative of the historical theme of indoor public pools in Los Angeles as a particularly significant example; therefore, it is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. In 1998, the City Council voted to rename the pool in honor of Celes King III, past president of the Los Angeles City Human Relations Commission and the Los Angeles NAACP, and former state chairman of the Congress of Racial Equality (Los Angeles Sentinel 1998; LAT 1998). However, there is no direct association between King and the pool building. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2. Designed circa 1960, the pool building reflects the modern architectural movement in Los Angeles in the mid-20th century, when innovative designs and materials were expressive in dramatic new ways using abstract images, acute angles, and pillars rendered in concrete (National Trust for Historic Preservation 2010). Modern architecture in Los Angeles "manipulated light and space to create soaring interior spaces and striking exterior silhouettes," and "even modest structures sought to incorporate stylistic flair" (National Trust for Historic Preservation 2010). The pool building is representative of the modernity of Los Angeles' mid-20th century architectural movement. Designed by Albert Criz, the striking diamond-shaped window panels of the south façade are representative of his body of work throughout Los Angeles, most clearly represented in the West Los Angeles Civic Center that Criz designed circa 1960. Criz is not an established master architect in general architectural context for Los Angeles, but is noted for several modern civic works that may be determined significant as they achieve 50 years in age. The Celes King III Indoor Pool is a good example of Criz's design work. The building is architecturally significant and meets NRHP Criterion C and CRHR Criterion 3 at the local level for its contribution of modern architectural design in Los Angeles. The Celes King III Indoor Pool does not, nor is likely to yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR. The building retains its feeling, association, workmanship, location, design, setting and materials, as a modern-designed indoor pool located within a recreational complex in Los Angeles. The pool is eligible listing in the NRHP and the CRHR.

**B11. Additional Resource Attributes:** (List attributes and codes)

\***B12. References:**

For a full list of references, see:

AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

**B13. Remarks:**

\***B14. Evaluator:** M.K. Meiser, M.A., AECOM

\***Date of Evaluation:** 10/20/2015

(This space reserved for official comments.)



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

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\*Resource Name or #: Rancho Cienega Sports Complex

\*P1. Other Identifier: Rancho Cienega Sports Center, Rancho Cienega Park

\*P2. Location:  Not for Publication  Unrestricted \*a. County: Los Angeles

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad: Hollywood Date: 1966 T 1S; R 13W NW ¼ of Sec 7; B.M. S.B.B.M.

c. Address: 50001 Rodeo Rd City: Los Angeles Zip: 90016

d. UTM: Zone: 11S; 375198 mE/ 3765466 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation:

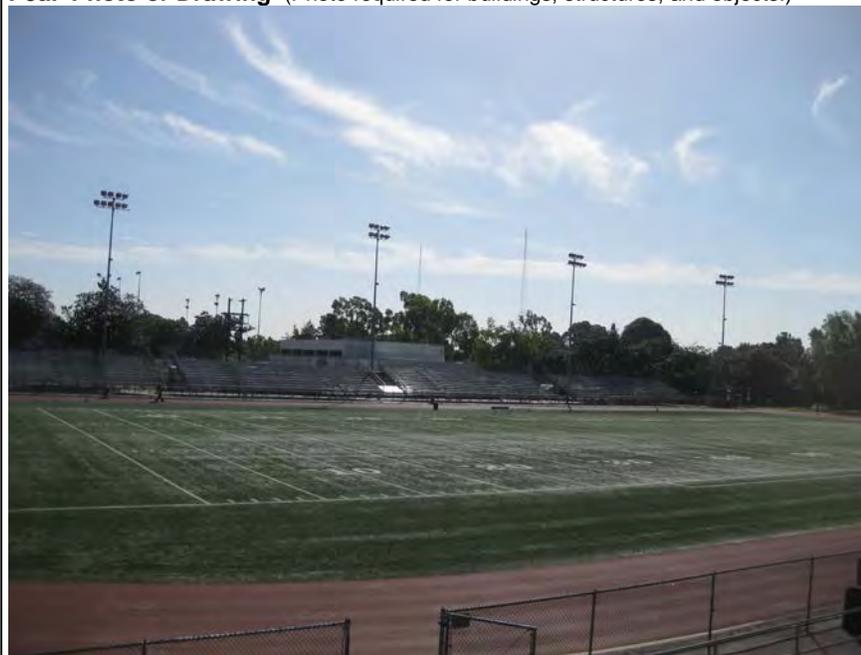
Located on a parcel approximately 6.5 miles southwest of downtown Los Angeles in the West Adams-Baldwin Hills-Leimert Community and Council District 10, approximately 0.8 mile south of Interstate 10 (I-10; Santa Monica Freeway) and approximately 3.5 miles northeast of Interstate 405 (I-405; San Diego Freeway). The 30-acre regional park is bounded by the Metro Expo Line and Exposition Boulevard to the north, Dorsey High School to the west, Rodeo Road and residential housing to the south, and a shopping center to the east.

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) The Rancho Cienega Sports Center is located at 5001 Rodeo Road and consists of an approximately 30-acre recreational park that primarily contains various athletic fields and sports facilities. Beginning in 1937, the complex was built in several phases. It currently contains (clockwise from the southwest corner) a football and track stadium (Jackie Robinson Stadium) in the southwestern corner surrounded by grandstands and an associated restroom facility; a team facility and a large paved parking lot in the northwest corner; baseball and softball (or Little League) fields in a central area; a soccer field in the northeast corner; two basketball and two volleyball courts on a rectangular hard surface; 12 asphalt tennis courts in the southeastern corner; the Celes King III indoor swimming pool and a day care center in the southeast central area; and a restroom facility, a gymnasium, and an additional parking lot in the southwest central area. The majority of the athletic fields and sports facilities are in their original locations from when they were first constructed. Alterations to the site have included the improvements to the stadium; the resurfacing and/or conversion of the playing fields for different sports; the resurfacing and additional of parking facilities; the addition of the indoor pool, bathhouse, and restroom facility circa 1963; the removal of the original field house and the construction of a new gymnasium in 1980; and the addition of the day care center circa 2002.

\*P3b. Resource Attributes: (List attributes and codes) HP35

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

\*P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



\*P5b. Description of Photo:

Jackie Robinson Stadium, view facing east. 10/01/2015

\*P6. Date Constructed/Age and

Sources:  Historic Prehistoric  Both

Constructed 1936-37.

Source: Los Angeles Times, various articles.

\*P7. Owner and Address:

City of Los Angeles

\*P8. Recorded by:

AECOM

515 South Flower Street, 8th Floor  
Los Angeles, California 90071

\*P9. Date Recorded: 10/01/2015

\*P10. Survey Type: Intensive survey

\*P11. Report Citation: AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

\*Attachments:  NONE  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (List):

State of California — The Resources Agency  
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Primary #  
HRI#

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 2

\*NRHP Status Code 6Z

\*Resource Name or # Rancho Cienega Sports Complex

**B1. Historic Name:** Rancho Cienega Playground

**B2. Common Name:** Rancho Cienega Sports Center, Rancho Cienega Park

**B3. Original Use:** Recreation

**B4. Present Use:** Recreation

\***B5. Architectural Style:** N/A

\***B6. Construction History:** (Construction date, alterations, and date of alterations)

Construction of the Rancho Cienega Sports Center began in 1936–1937 and was a joint project between the City and the WPA. The facilities have been updated and altered over the years to maintain the park’s functionality, including the addition of a new pool and other buildings from 1960-1964 and resurfacing and alteration of the athletic fields and parking lots over time.

\***B7. Moved?** No Yes Unknown **Date:**

**Original Location:**

\***B8. Related Features:** The recreational park includes a football and track stadium with grandstands, baseball and softball diamonds, tennis, volleyball and basketball courts, parking lots, a day care center, gymnasium, pool, and maintenance and restroom facilities.

**B9a. Architect:** Department of Playgrounds and Recreation

**b. Builder:** WPA

\***B10. Significance:** Community development

**Theme:** Recreation

**Area:** Los Angeles

**Period of Significance:** 1936-37

**Property Type:** Park

**Applicable Criteria:** N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) Construction of the Rancho Cienega Sports Center began in 1936–1937 and was a joint project between the City and the WPA. It is associated with civic works projects of the WPA during the Great Depression and the expansion of the City’s recreational facilities in the growing Los Angeles suburbs. Although the WPA funded approximately 50% of the project and provided the labor to grade and construct the facilities, the association of the facility and the WPA is not particularly representative of the significant work that the WPA did throughout Los Angeles and the nation as part of the New Deal. The complex was the largest playground in Southern California at the time it was planned and constructed, and “one of the most important major units in the Playground and Recreation Department’s system of playgrounds” (LAT 1937a). However, the overall expansion of all of the recreational facilities under the City’s Department of Playground and Recreation was representative of the civic projects to improve public facilities during a period of growth and suburban expansion. The Rancho Cienega Sports Center as a complex does not reflect any specific historical themes and is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. The land on which the Rancho Cienega Sports Center is located was donated by Anita M. Baldwin, an heiress and philanthropist, whose money and land came from the estate of her father, Lucky Baldwin. While Anita M. Baldwin is an important historical figure, the direct association between her land donation and the creation of the Rancho Cienega Sports Center is tenuous, as she is more closely associated with projects in Arcadia, California, and donated large tracts of the Baldwin estate to various charities and municipalities. There are no other known associations between the complex and other important historic persons. The complex is not eligible under NRHP Criterion B or CRHR Criterion 2. The athletic facilities at the Rancho Cienega Sports Center, including a football and track stadium with grandstands, baseball and softball diamonds, tennis, volleyball and basketball courts, and restroom facilities, employ typical materials, forms, and design, with the exception of the Celes King III Indoor Pool, which was an addition to the park in 1963. The facilities have been updated and altered over the years to maintain the park’s functionality. The complex as a whole does not demonstrate any particular architectural significance and does not meet NRHP Criterion C or CRHR Criterion 3. This complex does not, nor is likely, to yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

**B11. Additional Resource Attributes:** (List attributes and codes)

\***B12. References:**

For a full list of references, see:

AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

**B13. Remarks:**

\***B14. Evaluator:** M.K. Meiser, M.A., AECOM

\***Date of Evaluation:** 10/20/2015

(This space reserved for official comments.)



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

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\*Resource Name or #: Rancho Cienega Sports Complex Restroom Facility

**P1. Other Identifier:**\*P2. Location:  Not for Publication  Unrestricted

\*a. County: Los Angeles

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad: Hollywood Date: 1966 T 1S; R 13W NW ¼ of Sec 7; B.M. S.B.B.M.

c. Address: 50001 Rodeo Rd

City: Los Angeles

Zip: 90016

d. UTM: Zone: 11S; 375198 mE/ 3765466 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation:

Located on a parcel approximately 6.5 miles southwest of downtown Los Angeles in the West Adams-Baldwin Hills-Leimert Community and Council District 10, approximately 0.8 mile south of Interstate 10 (I-10; Santa Monica Freeway) and approximately 3.5 miles northeast of Interstate 405 (I-405; San Diego Freeway). The building is located in the south central area of the 30-acre regional park which is bounded by the Metro Expo Line and Exposition Boulevard to the north, Dorsey High School to the west, Rodeo Road and residential housing to the south, and a shopping center to the east.

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The restroom facility is a one-story building with two segregated men's and women's restrooms divided by an outdoor breezeway. The building has an L-shaped plan and is oriented at an angle from the road. It has concrete block walls, a very low-pitched roof with exposed rafters, overhanging eaves, and asphalt roofing. Within the ell of the building on the south side, there is a partial-width porch covering supports by simple 4-inch by 4-inch posts. On the south side, a pair of utility doors accesses the east side of the building. Adjacent to the doors, the building projects under the porch. In this section, multi-paned windows at the corners are obscured by security screens. Access to the restrooms is provided through doors within the breezeway. The north side of the building has a series of clerestory windows near the roofline and within the gable of the cross-gable forming the ell.

\*P3b. Resource Attributes: (List attributes and codes) HP39

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

\*P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



\*P5b. Description of Photo:

Restroom facility, view facing south. 10/01/2015

\*P6. Date Constructed/Age and

Sources:  Historic Prehistoric  Both

Constructed circa 1964.

Source: historicaerial.com, 1964 aerial photograph.

\*P7. Owner and Address:

City of Los Angeles

\*P8. Recorded by:

AECOM

515 South Flower Street, 8th Floor  
Los Angeles, California 90071

\*P9. Date Recorded: 10/01/2015

\*P10. Survey Type: Intensive survey

\*P11. Report Citation: AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

\*Attachments:  NONE  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (List):

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

Primary #  
HRI#

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 2

\*NRHP Status Code 6Z

\*Resource Name or # Rancho Cienega Sports Complex Restroom Facility

**B1. Historic Name:**

**B2. Common Name:**

**B3. Original Use:** Restroom facility

**B4. Present Use:** Restroom facility

\***B5. Architectural Style:** Modern

\***B6. Construction History:** (Construction date, alterations, and date of alterations)  
Constructed circa 1964. No major alterations to the exterior of the building.

\***B7. Moved?** No Yes Unknown **Date:** **Original Location:**

\***B8. Related Features:** The restroom facility is located within the Rancho Cienega Sports Complex that contains several athletic and recreational facilities.

**B9a. Architect:** Unknown

**b. Builder:** Unknown

\***B10. Significance:** Community development **Theme:** Recreation **Area:** Los Angeles  
**Period of Significance:** 1964 **Property Type:** Restroom facility **Applicable Criteria:** N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)  
Built circa 1964, the restroom facility located at the Rancho Cienega Sports Center is associated with the development of recreational facilities in the mid-20th century in Los Angeles. This building was a later addition to the complex that was started in 1936. It relates to the renovation of the property for continued use of the recreational parks and does not reflect any specific historical themes. It is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2. Constructed with typical methods and materials dating from the mid-20th century, this building is not architecturally significant and does not meet NRHP Criterion C or CRHR Criterion 3. Finally, this resource does not, nor is likely to, yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

**B11. Additional Resource Attributes:** (List attributes and codes)

\***B12. References:**

For a full list of references, see:  
AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

**B13. Remarks:**

\***B14. Evaluator:** M.K. Meiser, M.A., AECOM

\***Date of Evaluation:** 10/20/2015

(This space reserved for official comments.)



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

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\*Resource Name or #: Team Building

\*P1. Other Identifier: Rancho Cienega Maintenance Building; WPA Building

\*P2. Location:  Not for Publication  Unrestricted \*a. County: Los Angeles

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad: Hollywood Date: 1966 T 1S; R 13W NW ¼ of Sec 7; B.M. S.B.B.M.

c. Address: 50001 Rodeo Rd

City: Los Angeles

Zip: 90016

d. UTM: Zone: 11S; 375198 mE/ 3765466 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation:

Located on a parcel approximately 6.5 miles southwest of downtown Los Angeles in the West Adams-Baldwin Hills-Leimert Community and Council District 10, approximately 0.8 mile south of Interstate 10 (I-10; Santa Monica Freeway) and approximately 3.5 miles northeast of Interstate 405 (I-405; San Diego Freeway). The building is located north of Jackie Robinson Stadium in the 30-acre regional Rancho Cienega park which is bounded by the Metro Expo Line and Exposition Boulevard to the north, Dorsey High School to the west, Rodeo Road and residential housing to the south, and a shopping center to the east.

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Located just north of Jackie Robinson Stadium, this building is a modest one-story building with a rectangular plan, stucco walls, and slats in the low-pitched gable below a Spanish tile roof. The south side of the building contains three single doors above a concrete porch and two filled-in window openings. The west side contains a central single door with a concrete porch, a window opening containing a pair of three-light casement windows (currently boarded), and a smaller window opening that appears filled in. The east side contains a single door over a concrete porch and no other fenestration. The north side contains a series of five rectangular window openings, three of which are boarded or filled, and the other two that are obscured with security screens. A plaque on the south wall of the building indicates that it was built by the WPA in 1937.

\*P3b. Resource Attributes: (List attributes and codes) HP35

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

\*P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



\*P5b. Description of Photo:

Team Building, view facing northeast. 10/01/2015

\*P6. Date Constructed/Age and

Sources:  Historic Prehistoric  Both

Constructed 1937.

Source: Building sign; *Los Angeles Times*, various articles.

\*P7. Owner and Address:

City of Los Angeles

\*P8. Recorded by:

AECOM

515 South Flower Street, 8th Floor  
Los Angeles, California 90071

\*P9. Date Recorded: 10/01/2015

\*P10. Survey Type: Intensive  
survey\*P11. Report Citation: AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

\*Attachments:  NONE  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (List):

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

Primary #  
HRI#

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 2

\*NRHP Status Code 6Z  
\*Resource Name or # Team Building

- B1. **Historic Name:** Team Building
- B2. **Common Name:** Maintenance Building
- B3. **Original Use:** Restroom/team changing room facility    B4. **Present Use:** Maintenance facility
- \*B5. **Architectural Style:** Spanish Eclectic
- \*B6. **Construction History:** (Construction date, alterations, and date of alterations)  
Constructed in 1937. Window openings filled or boarded at unknown date.

\*B7. **Moved?** No    Yes    Unknown    **Date:**                      **Original Location:**

\*B8. **Related Features:** The building is located adjacent to the Jackie Robinson Stadium within the Rancho Cienega Sports Complex that contains several athletic and recreational facilities.

B9a. **Architect:** Unknown

b. **Builder:** WPA

\*B10. **Significance:** Community development    **Theme:** Recreation    **Area:** Los Angeles  
**Period of Significance:** 1937    **Property Type:** Recreation facility    **Applicable Criteria:** N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)  
Built in 1937 by the WPA, the team building was part of the Rancho Cienega Sports Center, a new recreational park under the City's Department of Playground and Recreation through the joint project with the WPA. The building is associated with civic works projects of the WPA during the Great Depression and the expansion of the City's recreational facilities in the growing Los Angeles suburbs. Although built by the WPA, the association of this modest building and the WPA is not particularly representative of the significant work that the WPA performed under the New Deal. The building was built as a small support structure to the athletic fields, providing a restroom and a place for teams to change. It is not particularly representative of any specific historical themes and is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2. Constructed with typical methods and materials dating from the 1930s, this building does not represent a specific style, although it has some Spanish Eclectic features such as stucco siding and a Spanish tile roof, and it is not architecturally significant. Built by the WPA, it is a very modest example of the WPA's body of architectural work. It does not meet NRHP Criterion C or CRHR Criterion 3. Finally, this resource does not, nor is likely to, yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

B11. **Additional Resource Attributes:** (List attributes and codes)

\*B12. **References:**

For a full list of references, see:  
AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

B13. **Remarks:**

\*B14. **Evaluator:** M.K. Meiser, M.A., AECOM

\***Date of Evaluation:** 10/20/2015

(This space reserved for official comments.)



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 1 of 2

\*Resource Name or #: Rancho Cienega Sports Complex Tennis Shop

**P1. Other Identifier:**\*P2. Location:  Not for Publication  Unrestricted

\*a. County: Los Angeles

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad: Hollywood Date: 1966 T 1S; R 13W NW ¼ of Sec 7; B.M. S.B.B.M.

c. Address: 50001 Rodeo Rd

City: Los Angeles

Zip: 90016

d. UTM: Zone: 11S; 375198 mE/ 3765466 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation:

Located on a parcel approximately 6.5 miles southwest of downtown Los Angeles in the West Adams-Baldwin Hills-Leimert Community and Council District 10, approximately 0.8 mile south of Interstate 10 (I-10; Santa Monica Freeway) and approximately 3.5 miles northeast of Interstate 405 (I-405; San Diego Freeway). The building is located adjacent to the tennis courts in the southeast area of the 30-acre regional park which is bounded by the Metro Expo Line and Exposition Boulevard to the north, Dorsey High School to the west, Rodeo Road and residential housing to the south, and a shopping center to the east.

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The tennis shop is a one-story building with rectangular plan. It has concrete block walls, a very low-pitched hipped roof with exposed rafters, overhanging eaves, and asphalt roofing. The building faces east towards the tennis courts, is three bays wide, and has a full-length covered porch supported by four concrete block columns. In the southern bay, there is a roll-up utility door. The central bay is filled and is covered with stucco siding. The northern bay contains a steel and glazed storefront with fixed window panels and a single access door with transoms above. The north, south, and west walls of the building are concrete block with no fenestration. On the west wall, a trellis system has been installed to encourage ivy/vine growth.

\*P3b. Resource Attributes: (List attributes and codes) HP39

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

\*P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



\*P5b. Description of Photo:

Tennis, view facing northwest.  
10/20/2015

\*P6. Date Constructed/Age and

Sources:  Historic Prehistoric  Both

Constructed circa 1964.

Source: historicaerial.com, 1964  
aerial photograph.

\*P7. Owner and Address:

City of Los Angeles

\*P8. Recorded by:

AECOM

515 South Flower Street, 8th Floor  
Los Angeles, California 90071

\*P9. Date Recorded: 10/01/2015

\*P10. Survey Type: Intensive  
survey\*P11. Report Citation: AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*\*Attachments:  NONE  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (List):

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

Primary #  
HRI#

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 2

\*NRHP Status Code 6Z

\*Resource Name or # Rancho Cienega Sports Complex Tennis Shop

**B1. Historic Name:**

**B2. Common Name:**

**B3. Original Use:** Recreational facility

**B4. Present Use:** Recreational facility

\***B5. Architectural Style:** Modern

\***B6. Construction History:** (Construction date, alterations, and date of alterations)

Constructed circa 1964. No major alterations to the exterior of the building.

\***B7. Moved?** No Yes Unknown **Date:**

**Original Location:**

\***B8. Related Features:** The tennis shop is located adjacent to the tennis courts at the Rancho Cienega Sports Complex, which contains several athletic and recreational facilities.

**B9a. Architect:** Unknown

**b. Builder:** Unknown

\***B10. Significance:** Community development **Theme:** Recreation **Area:** Los Angeles

**Period of Significance:** 1964 **Property Type:** Recreational facility **Applicable Criteria:** N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

Built circa 1964, the tennis shop building is associated with the development of recreational facilities in the mid-20th century in Los Angeles. This building was a later addition to the complex that was started in 1936. It relates to the renovation of the property for continued use of the recreational parks and does not reflect any specific historical themes. It is not eligible for the NRHP under Criterion A or the CRHR under Criterion 1. Research has not revealed any direct associations between this facility and any historically important persons, and it is not eligible under NRHP Criterion B or CRHR Criterion 2. Constructed with typical methods and materials dating from the mid-20th century, this building is not architecturally significant and does not meet NRHP Criterion C or CRHR Criterion 3. Finally, this resource does not, nor is likely to, yield important additional information about history or prehistory; therefore, it does not meet NRHP Criterion D or CRHR Criterion 4. It is not eligible for the NRHP or CRHR.

**B11. Additional Resource Attributes:** (List attributes and codes)

\***B12. References:**

For a full list of references, see:

AECOM, 2015. *Cultural Resources Assessment for Rancho Cienega Sports Complex (Celes King III Pool) Project, Los Angeles, California.*

**B13. Remarks:**

\***B14. Evaluator:** M.K. Meiser, M.A., AECOM

\***Date of Evaluation:** 10/20/2015

(This space reserved for official comments.)



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**APPENDIX D**  
**Geotechnical Data Report**



**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING**

**GEOTECHNICAL ENGINEERING GROUP**



**GEOTECHNICAL ENGINEERING REPORT  
RANCHO CIENEGA SPORTS COMPLEX  
TRACT: RANCHO CIENEGA O'PASO DE LA TIJERA, BLOCK: NONE  
LOT: PT TOMAS A SANCHEZ 3317.5 ACRES  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA**

**W.O. #E1907694  
GEO FILE # 15-002  
MAY 27, 2015**

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Appendix C – Geotechnical Data Report by Standards

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## 1.0 INTRODUCTION

This report presents the results of our geotechnical investigation for the proposed Rancho Cienega Sports Complex project. The project site, as shown in Figure 1 - Site Vicinity Map, is located on the north side of Rodeo Road near La Brea Avenue. The project address is 5001 Rodeo Road, Los Angeles. The purposes of this investigation were to evaluate the nature and engineering properties of the subsurface materials and develop geotechnical recommendations for design and construction of the project. The City of Los Angeles, Department of Public Works, Bureau of Engineering, Geotechnical Engineering Group (GEO) has prepared this report in response to the Architectural Division's request dated January 6, 2015.

## 2.0 PROJECT DESCRIPTION

The project consists of constructing a new 30,000 square-foot sports complex that will include a new gym, pool, bathhouse, offices, a multipurpose community room and a fitness annex. Accessory spaces related to the main facility will include a new Tennis Court viewing structure, tennis pro shop / concession stand, VIP / Press box above the stadium and concession stand. The project will also include relocation of the existing Los Angeles Department of Recreation and Parks (RAP) maintenance yard. Other site improvements include construction of parking, a multipurpose field, park infrastructure, and landscaping.

Architectural Plans and Sections are provided in Appendix A of this report. As shown on the Proposed Site Plan (Sheet A-101), the sports complex will be located in the southern portion of the site. There is an existing indoor gymnasium, childcare center, and restrooms/maintenance facility located in the area of the proposed sports complex (see Sheet A-100). We understand the indoor gymnasium and restrooms/maintenance facility will be demolished; however, the childcare center will remain in-place.

The proposed sports complex plan is depicted on Sheet A-200. The proposed site elevations and architectural cross-sections are presented on Sheets A-301 and A-401, respectively. The complex, as shown on Sheet A-200, will consist of two main levels; a ground level and a mezzanine level. The cross-sections on Sheet A-401 indicate the mezzanine level will be about 15 feet above the ground level. The pool will extend to a maximum depth of about 12 feet below the ground level. Corrugated metal wall panels, as shown on Sheet A-301, will be constructed on the south and north sides of the sports complex. The panels extend from approximately 10 feet to 39 feet above the ground level above the ground level.

We understand the sports complex will consist of a pre-fabricated and metal frame structure. The column compression loads, including dead plus sustained live, will be up to approximately 75 kips (each) at some locations. The net tensile loads at each column location will on the order of 4 kips and the lateral load will be about 6 kips. In some areas of the complex, there will be a continuous wall load of about 8 kips/foot.

The wall panel columns are expected to have compression and tensile loads of about 15 kips for both. The lateral load for these structures is about 20 kips, and the moment at the foundation base is about 240 kips-foot.

We expect the proposed site elevations will be within 1 foot of the existing ones, except for in the pool area. If significant changes to the project are proposed, the findings and recommendations in this report may not still be applicable, and a supplemental report may be required. GEO should be provided an opportunity to review any proposed changes and determine if a supplemental report is required.

### **3.0 GEOTECHNICAL INVESTIGATION**

Willdan Geotechnical (Willdan) completed field exploration and laboratory testing programs for the project, and their data report is provided in Appendix B of this report. The locations of the borings and infiltration tests are presented on Figure 1 in their report (Appendix B). The information contained in Willdan's data report is summarized below:

- Description of the hollow-stem auger (HSA) drilling, mud rotary drilling, and soil sampling procedures;
- Description of the field screening procedures to detect potential contamination;
- Description of the infiltration testing methods;
- Description of laboratory testing methods;
- Boring logs;
- Infiltration test results;
- Laboratory test results;

Also, the City of Los Angeles, Department of General Services, Standards Division (Standards) drilled three borings; each to a depth of 25 feet below ground surface (bgs), to determine the stabilized groundwater depths. Standards' data report is included in Appendix C of this report.

The findings and recommendations presented in this report are based on the field exploration and laboratory testing programs completed by Willdan (Appendix B) and the exploratory drilling completed by Standards (Appendix C). GEO has reviewed both data reports, concurs with the findings, and accepts responsibility for the use of their contents.

### **4.0 DISCUSSION OF FINDINGS**

The following discussion of findings is based on our observations and the results of the field exploration and laboratory testing programs (Appendices B and C).

#### **4.1 GEOLOGIC SETTING**

The Geologic Map by Thomas W. Dibblee Jr. (1989), as shown on Figure 2, indicates the site is underlain by surficial sediments from the Holocene Epoch. The northeast portion is mapped as alluvium (Qa), which according to Dibblee Jr., consists of clay, sand, and gravel. The southwest portion is mapped as clay and sand of pre-development marshlands (Qc).

## 4.2 SITE CONDITIONS

As shown on Sheet A-100 in Appendix A, the project site consists of an existing park with several maintenance and recreational buildings. The site topography generally descends very gently towards the west. The site elevations are between 103 and 104 feet above mean sea level (msl) in the east portion of the park, and between 99 and 101 feet msl in the west portion. The site is accessed off Rodeo Road on the south side and Exposition Boulevard on the north side. There are two main parking areas; one in the northwest area of the park and the other in the southern area adjacent to Rodeo Road.

The primary maintenance and recreational buildings are located in the southern portion of the site, adjacent to the southern parking lot (see Sheet A-100 in Appendix A). There are several other relatively small single-story accessory structures in other areas of the site. The existing concrete building on the east side of the southern parking lot contains an indoor swimming pool. The southwest portion of the park consists of a football field with a surrounding track. There are existing bleachers on both the east and west sides of the football field. The southeast portion of the park is occupied by existing tennis courts. Other existing park features include basketball courts, four baseball fields, a soccer field, and a paved skateboard area.

The surficial soil in the south portion of the site (i.e. proposed sports complex area) mostly consists of sandy silt to silty sand. Sandy lean clay was encountered in the upper 5 feet in HSA-3, and sandy lean clay to sandy silt was encountered in the upper 5 feet in HSA-7. The surficial soils extend to a depth of approximately 10 feet, and based on the field blow counts from B-1 and B-2, these soils are generally loose to medium dense or firm to stiff.

The surficial soil in the north portion of the site is similar to that in the south area (see HSA-10, -11, and -12). There is much more variation in the near surface soils in HSA-12 compared to HSA-10 and HSA-11.

## 4.3 SUBSURFACE CONDITIONS

The subsurface soils below 10 feet in the south portion (i.e. proposed sports complex area) of the site are generally soft and compressible to a depth of approximately 37½ feet bgs. The soft and compressible soils encountered in Borings B-1 and B-2, are comprised of fat clay, lean clay, and elastic silt. A layer of organic soil (i.e. peat) was encountered in both B-1 and B-2, and in HSA-5 between 35 and 37½ feet. A 2-foot thick layer of peat was also encountered in Boring HSA-2 at a depth of approximately 20 feet. The underlying soils mostly consist of dense to very dense granular alluvium to the maximum explored depth. The boring log information indicates there is some variability in the composition of the alluvium. B-1 encountered poorly graded sand underlain by silty sand. B-2 encountered poorly graded sand with silt and gravel and well graded gravel with silt and sand.

There appears to be a significant difference between the subsurface soils in the south portion of the site (i.e. sports complex area), and the north portion. The subsurface alluvial soils in the north and northwest portion of the site (see HSA-10 and HSA-11) mostly consist of lean clay / silt to the maximum explored depth of approximately 26½ feet. The subsurface soils in the northeast portion of the site (see HSA-12) mostly consist of interbedded silty sands and sandy silts to the maximum explored depth. The Modified California field blow counts indicate the consistency of the fine grained subsurface soils in the north portion is generally stiff to very stiff, and even hard (see HSA-10).

#### 4.4 GROUNDWATER

Willdan encountered groundwater in five of their twelve HSA borings, HSA-1, -4, -5, -7, and -8 (Appendix B). The groundwater depth, as shown on Willdan's boring logs, ranges from approximately 5 to 37½ feet bgs. The remaining boring logs indicate groundwater was not encountered. The significant range in groundwater depth and/or lack of presence of groundwater in some of the borings is attributed to low permeability of the clayey soils. It is likely that groundwater did not have enough time to stabilize in the boreholes. It's also possible that the HSA drilling techniques may have resulted in smearing of the sides of the borehole, which in turn, further reduced the permeability of the clayey soils.

Standards drilled three borings (Appendix C), each to a depth of approximately 25 feet bgs, and left the boreholes open for several days. Following stabilization, the depth to groundwater ranged from approximately 6½ to 10 feet bgs in the three borings. The shallowest groundwater was encountered in HSA-2, which was drilled on the east side of the proposed complex and adjacent to the existing tennis courts.

Groundwater information from the California Department of Conservation, Division of Mines and Geology (DMG, 1998) indicates the shallowest reported historic groundwater depth at the project site is on the order of 10 feet bgs. Groundwater levels can fluctuate with seasonal rainfalls, dry weather (i.e. drought conditions), and pumping activities in the vicinity of the site.

#### 4.5 SOIL ENGINEERING PROPERTIES

Moisture and dry density determinations were performed on samples to evaluate the in-situ unit weights of the different materials. Test results indicate the soft and compressible silts and clays have moisture contents and dry unit weights ranging from approximately 32 to 76 percent and 55 to 83 pounds per cubic foot (pcf), respectively. There is significant variation in the moisture content and dry density of the compressible clay and silt, and in our opinion, this is likely attributed to the composition of the soil itself as well the relatively high amount of organic material in the soil. Test results indicate the peat has a moisture content ranging from about 169 to 221 percent.

Atterberg Limits were performed on seven samples of the fine grained compressible soils to determine their plasticity index, and the results indicate the plasticity index (PI) ranges from 15 to 52. Based on the results, the fine grained soil tested can mostly be classified as fat clay, CH; although, some layers of silt and elastic silt exist.

Expansion index tests were performed on two samples of the near surface soil (upper 5 feet). The results indicate the expansion index is between 52 and 83, and based on these tests, the near surface soil has a medium expansion potential.

Compaction test results were performed on five bulk samples of the near surface soil (0 to 5 feet). The results indicate that the optimum moisture content and maximum dry density of these materials ranges from about 11.8 to 15.5 percent, and 111 to 118 pcf, respectively.

Consolidation tests were performed on seven samples of the native soil. The sample depths ranged from approximately 7½ and 35 feet bgs. Interpretation of the consolidation test results is summarized in Table B-1 of Willdan's report (Appendix B). Based on the test results, some of the samples may have been disturbed.

Unconsolidated undrained (UU) tests were performed on three undisturbed samples of the compressible soils between 12½ and 25 feet bgs. The UU test results indicate the undrained shear strength ranges from approximately 640 psf to 1,500 psf.

Direct shear tests were performed on two remolded samples and on two relatively undisturbed samples. Both the near surface soils from HSA-3 and HSA-4 were remolded to 90 percent relative compaction (RC) at close to the optimum moisture content. The relatively undisturbed samples were collected from depths of approximately 10 and 12.5 feet bgs. The direct shear test results indicate the remolded materials have an ultimate friction angle and cohesion value ranging from 28 to 30 degrees and 50 to 150 psf, respectively. The direct shear test results indicate the ultimate friction and cohesion value for both the undisturbed samples is 24 degrees and 300 psf, respectively.

## 5.0 SEISMIC CONSIDERATIONS

The following sections present seismic design parameters and discuss seismic hazards for the site.

### 5.1 2014 LABC SEISMIC DESIGN PARAMETERS

Seismic design parameters for the project were developed in accordance with the 2014 City of Los Angeles Building Code (2014 LABC). The parameters are based on mapped spectral acceleration values in the 2014 LABC, and the site conditions.

The seismic design parameters for the site are summarized in Table 1.

**TABLE 1 – SEISMIC DESIGN PARAMETERS**

Parameter	Value	Reference
Site Class	D	ASCE 7-10 Table 20.3-1
$S_s$	1.997	ASCE 7-10 Figure 22-1
$S_1$	0.723	ASCE 7-10 Figure 22-2
$S_{MS}$	1.997	ASCE 7-10 Equation 11.4-1
$S_{M1}$	1.085	ASCE 7-10 Equation 11.4-2
$S_{DS}$	1.331	ASCE 7-10 Equation 11.4-3
$S_{D1}$	0.723	ASCE 7-10 Equation 11.4-4
$T_O$ (seconds)	0.109	ASCE 7-10 Chapter 11
$T_s$ (seconds)	0.543	ASCE 7-10 Chapter 11

The peak ground acceleration ( $PGA_M$ ) at the site is 0.73g.

## 5.2 SEISMIC HAZARDS

This section provides the results of our evaluation of earthquake-related geologic/geotechnical hazards for the site, including surface fault rupture and liquefaction.

### 5.2.1 Surface Fault Rupture

Earthquakes are generally caused by a sudden slip or displacement along a zone of weakness, known as a fault, in the Earth's crust. Surface fault rupture is the result of the fault displacement at the ground surface, and it is usually associated with moderate to large magnitude earthquakes ( $M \geq 6$ ) that occur on active faults. The amount of displacement associated with surface fault rupture can be on the order of several feet or more, depending on the earthquake magnitude, ground motion amplification effects, and ground conditions. This displacement can cause significant damage to structures that are located along the trace of the rupture zone.

Based on information from the California Department of Transportation's (Caltrans') website, the Newport-Inglewood Fault is the closest fault, and located within approximately 1.3 miles (2.1 km) of the project site. Information from the California Geological Survey (2014), as presented on Figure 3 – Seismic Hazards Zone Map, indicates an active trace of the Newport-Inglewood Fault may be within approximately ½-mile from the southwest portion of the project site. The project site is not located within a State of California Alquist-Priolo Special Study Zone. Based on the above information, the potential for surface fault rupture to affect the project is considered remote.

### 5.2.2 Liquefaction Evaluation

As presented on Figure 3, the site is located within an area that is classified as potentially liquefiable. Our liquefaction evaluation included 1) determining if a particular soil is susceptible, and 2) if susceptible, analyzing that particular soil layer for liquefaction triggering during the design earthquake. Our liquefaction evaluation is discussed in more detail in the following paragraphs.

Significant research has recently been devoted to evaluating the liquefaction susceptibility of fine-grained soils. The susceptibility criteria adopted by the Los Angeles Department of Building and Safety (LADBS, 2014) is based on the findings of Bray and Sancio (2006). In order to assume a soil is not susceptible, the moisture content must not be greater than 80 percent of the liquid limit, or the soil must have a minimum Plasticity Index of 18. As discussed, a total of seven Atterberg Limits tests were performed on the fine grained soils to evaluate liquefaction susceptibility. Of these tests, only one of the fine grained soils tested had a plasticity index less than 18. The silt from B-1 between approximately 30 and 35 feet bgs has a PI equal to 15. According to LADBS' (2014) criteria, this material is susceptible to liquefaction.

The liquefaction triggering was evaluated using the SPT-based procedure by Youd et al. (2001) and the subsurface information from the mud rotary borings, B-1 and B-2 (Appendix A). We used  $2/3$  of the  $PGA_M$ , 0.49g, in the calculation of cyclic stress ratio (CSR). The earthquake magnitude along the Newport-Inglewood Fault was assumed to be  $M_w = 6.7$  based on the deaggregation (USGS 2008). The drilling subcontractor's most recent SPT hammer energy measurements indicate the energy transfer is about 80 percent efficient. Although the historical high groundwater depth is on the order of 10 feet, we assumed the

groundwater depth to be 6½ feet bgs during the earthquake, which corresponds to the shallowest groundwater depth encountered during our field exploration. The existing groundwater depth, as discussed in Section 4.4, was assumed to be 9 feet in Boring B-1 and 6½ feet in B-2.

Results of the liquefaction triggering analyses are presented in Appendix D. The results of the analyses for B-1 indicate the factor of safety is less than 1.1 for the potentially liquefiable layers, and therefore, there is potential for post-liquefaction settlement. Potentially liquefiable layers exist in Boring B-1 between 6½ and 10 feet and between 30 and 35 feet. The results of the analyses for B-2 indicate the factor of safety is greater than 1.1 unless for the full  $PGA_M$  (0.73g) is used to calculate the CSR. In the case of the full  $PGA_M$ , a potentially liquefiable layer exists in B-2 between approximately 6½ and 10 feet.

### 5.2.2.1 Bearing Capacity Failure

One of the effects of liquefaction in soils near the ground surface is the potential for a bearing capacity (i.e. punching) failure to occur. We evaluated the potential for a punching failure by estimating the post-liquefaction residual undrained shear strength,  $S_r$ . Seed and Harder (1990), as presented on Figure 4, developed an empirical procedure for estimating  $S_r$  based on corrected blow counts. The  $(N_1)_{60-cs}$  of the potentially liquefiable soil in B-1 at a depth of 7½ feet is approximately 18 (see Appendix D), which is well beyond the range of data points presented on Seed and Harder's (1990) chart. Based on our evaluation of the post-liquefaction residual undrained shear strength, the potential for a punching failure to occur is considered low.

### 5.2.2.2 Post-Liquefaction Settlement

Another potential consequence of liquefaction is seismically-induced settlement. Excess pore pressure generated by ground shaking and leading to liquefaction is associated with the tendency for loose, saturated soils to rearrange into a denser configuration during shaking. Dissipation of the excess pore pressure will produce volume decreases (termed consolidation or compaction) within the soil that may be manifested as ground settlement.

The total post-liquefaction settlement in B-1, which was estimated using the procedures by Tokimatsu and Seed (1987), is expected to be on the order of 1¾ -inches for both the partial and full  $PGA$  conditions. The differential settlement associated with liquefaction in B-1 is expected to be about 1-inch. In the case of the full  $PGA_M$ , the total post-liquefaction settlement in B-2 is expected to be on the order of ½-inch.

## 6.0 RECOMMENDATIONS

Based on the results of our investigation, the proposed project is considered geotechnically feasible provided the recommendations presented in this report are incorporated into the design and construction. If changes in the design are made, or variations or changed conditions are encountered during construction, GEO should be notified to determine if supplemental recommendations are required.

## **6.1 KEY DESIGN ISSUES**

As mentioned in Section 4.1, the southwest portion of the site is mapped as a marshland (Dibblee Jr., 1989). One of the key design issues is the potential for long-term static settlement associated with the compressible marshland deposits (i.e. clay and organic soil) underlying the site. The amount and timeline of the static settlement of organic soil is difficult to estimate due to the variability in thicknesses and decomposition rates.

Another key design issue is the potential for dynamic (i.e. post-liquefaction) settlement. The total post-liquefaction settlement is estimated to be about 1¾-inches, and the differential settlement could be on the order of 1-inch.

To mitigate the effects of static and dynamic settlement on structures, we recommend they be supported on deep foundations. Accessory structures that are relatively small and lightly loaded may be supported on a structural mat. Foundation recommendations are provided in this report.

We also recommend the site grades remain at or below the existing ones. Additional fill placement above the existing grades will result in settlement, which could adversely impact pavements, exterior flatwork, utilities, and existing structures that will remain in-place.

Another key design issue, which is also a construction concern, is the presence of relatively shallow perched groundwater. As mentioned, the groundwater depth was about 6½ feet in one of Standards' borings (see Appendix C). The pool design shall account for the effects of shallow groundwater as well as temporary shoring systems if used during pool construction.

## **6.2 EARTHWORK**

All earthwork shall be performed in accordance with the geotechnical recommendations presented in this report and the LADBS Grading Division requirements. Furthermore, all earthwork should be performed under the observation and testing of GEO or their representative.

### **6.2.1 Site Preparation**

Site preparation will initially involve the demolition and removal of the existing structures, including their foundations, concrete flatwork, asphalt. These materials should be removed from the construction area and hauled to a proper disposal area. If desired, existing pavement materials may be crushed to meet crushed miscellaneous base specifications. All depressions created as a result of the demolition and/or site preparation shall be properly backfilled with compacted fill.

Any utilities, whether active or inactive shall be identified and, if required, properly abandoned or relocated. Any depressions resulting from removal of any existing foundations or utility lines shall be properly backfilled and compacted in accordance with the recommendations of the following sections.

### 6.2.2 Over-Excavation

For pile-supported structures, over-excavation and recompaction is not required; however, the soil beneath pile caps shall be scarified 6 inches, moisture conditioned, and compacted to at least 90 percent relative compaction (RC).

Over-excavation is required beneath structural mat foundations, new pavements, site walls, and exterior concrete slabs. Following over-excavation in these areas, the exposed subgrade (i.e. excavation bottom) shall be scarified 6 inches, moisture conditioned and compacted to at least 90 percent RC.

The existing soil in the upper 3½ feet beneath structural mat foundations shall be removed. The excavation should extend 3 feet laterally beyond the edges of the footing or thickened edge. The excavation bottom shall be approved by a representative of GEO and the LADBS Grading Inspector prior to fill placement. The over-excavation and compacted fill placement shall result in a minimum of 3 feet of compacted fill beneath the thickened edge of the mat. The three foot zone of compacted fill includes the scarified and recompacted portion (approximately 6 inches) along the bottom of the excavation.

The soil beneath new pavements and site walls up to 8-feet high shall be excavated to a depth of 18 inches below existing grade or design subgrade elevation, whichever is deeper. The excavation shall extend laterally beyond the edges of the slab or footings a minimum distance of 2 feet. For new site walls, the over-excavation and recompaction shall result in at least 1 foot of compacted fill beneath the footings. For new pavements, the over-excavation and recompaction shall result in at least 1 foot of compacted subgrade beneath the pavement section, which includes the aggregate base and asphalt.

The soil beneath new flatwork (i.e. exterior concrete slabs) should be over excavated to a depth of 12 inches below subgrade elevation. The excavation should extend laterally beyond the edges of the slab a minimum distance of 12 inches.

### 6.2.3 Temporary Excavations

Based on our observations during subsurface investigation and results of laboratory tests, the materials at the site should be readily excavated by conventional earthmoving equipment in good operating condition. All temporary excavations shall conform to the State of California Construction Safety Orders (CAL/OSHA).

Unsurcharged, temporary vertical excavations shall not exceed 4 feet. Unsurcharged excavations greater than 4 feet and to a maximum of 7 feet shall be sloped at a 1-1/2:1 (H:V) or flatter inclination from the ground surface to the bottom of the excavation. Temporary slopes for the pool, which are expected to extend to about 15 feet deep, shall be sloped back no steeper than 2:1 (H:V). If deeper excavations are proposed, they shall be reviewed by GEO and supplemental recommendations may be required.

### 6.2.4 Temporary Shoring

Cantilever or braced shoring may be considered at this site as an alternative to temporary excavations. Cantilever shoring shall only be utilized if some deflection is acceptable; therefore, it is not recommended adjacent to existing structures or utilities that cannot tolerate at least ½-inch of lateral and/or vertical movement.

Settlement of structures founded adjacent to the shoring will occur in proportion to both the distance between the shoring and the structure, and the amount of horizontal deflection of the shoring system. The vertical settlement will be a maximum at the shoring face and decrease as the horizontal distance from the shoring increases. Beyond a distance from the shoring equal to the height of the shoring, the settlement is expected to be negligible. The maximum vertical settlement is expected to be about 75 percent of the horizontal deflection of the shoring system.

Prior to excavation, it is recommended that walls, structures, or portions of structures within a horizontal distance of 1½ times the depth of the excavation be inspected to determine their present condition. For documentation purposes, photographs should be taken of preconstruction conditions and level surveys should be performed.

During construction, deflection of the shoring system shall be monitored initially on a frequent basis until it can be demonstrated that adjacent structures are not adversely impacted. At that time, less frequent monitoring can be performed. In addition, structures should be periodically monitored for signs of distress. In the event that distress of settlement is observed, GEO shall be contacted immediately to provide supplemental recommendations.

#### **6.2.4.1 Lateral Earth Pressures**

Cantilever or braced shoring shall be designed for the lateral earth pressures shown on Figure 5. These values are based on the assumption that (1) the shored soil material is level at ground surface, (2) the exposed height of the shoring is no greater than 15 feet for cantilevered shoring, and (3) the shoring is temporary, and will not be required to support the soil longer than about six months. Surcharge coefficients of 0.33 and 0.50 may be used with uniform vertical surcharges for cantilever and braced shoring lateral earth pressures, respectively. These surcharge pressures should be added to the lateral earth pressures.

#### **6.2.4.2 Soldier Piles and Lagging Design**

Drilled holes for soldier piles shall be backfilled with Controlled Low Strength Material (CLSM) per Greenbook Section 201, from the bottom of lagging (i.e. proposed excavation depth) to the ground surface. The CLSM shall contain a minimum of one sack of Portland cement per cubic yard of slurry and a maximum of two sacks of Portland cement per cubic yard of slurry. Drilled holes below the excavation bottom shall be backfilled with structural concrete. To reduce the potential for sloughing and caving of the soils, lagging shall be installed between the soldier piles. All lumber shall be pressure-treated in accordance with Specification C-2 of the American Wood Preservers Association.

#### **6.2.4.3 Soldier Pile Construction Considerations**

Based on the results of the investigation, there is the potential for soil caving to occur during pile excavation. It should be expected that groundwater will be encountered below a depth of about 6 feet bgs. Where caving soils are encountered, casing shall be used to support the sides of the excavations. If casing is installed, the inside diameter of casing shall be at least as large as the diameter of the pile shown on the shoring plans. Drilling shall be accomplished within the casing.

Even though the piles will be used for temporary shoring, it will be necessary for the contractor to remove loose soil from the bottom of the pile excavation. Upon completion of drilling, secure covers shall be placed over the excavations. Concrete placement shall be completed within 8 hours of drilling and drilled holes shall not be left open overnight. Drilled excavations shall be observed and approved by the Geotechnical Engineer prior to installation of steel reinforcement.

Concrete placement by the pumping and tremie method will be required. Both concrete mix and concrete placement should be addressed in the specifications. The steel reinforcement shall be installed and the concrete pumped immediately after drilling is completed. Drilled holes should not be left open overnight. Moreover, no drilled hole should be drilled immediately adjacent to another pile until the concrete in the other pile has attained its initial set. The tremie pipe should extend to the bottom of the pile excavation; it should be watertight and fitted with some form of valve at its lower end. During concrete placement, the bottom of the tremie pipe shall remain embedded at all times in at least 3 feet of concrete. Water shall be pumped out of the excavation concurrently with the concrete placement operations. If casing is used, it should be removed slowly; the casing should extend above ground surface and should always be filled with a sufficient head of concrete above the bottom of the casing before it is pulled out.

A significant amount of groundwater will likely be displaced during construction. Disposal of the water should be planned appropriately as the water may need to be contained before disposal. It may also be necessary to first obtain a permit from the Water Quality Control Board (RWQCB). The WQCB has the authority, from the United States Environmental Protection Agency (USEPA), to issue general National Pollutant Discharge Elimination System (NPDES) permits. As part of the permit application, testing of the water quality may be required. Appropriate handling and disposal of groundwater is the responsibility of the contractor.

### **6.2.5 Dewatering**

It should be expected that groundwater will be encountered for excavations extending deeper than 6½ feet bgs. Dewatering will be required for construction of the pool, and it may be required to facilitate installation of utilities depending on their depths. The preparation of a conceptual dewatering plan for the pool shall be prepared by the contractor and reviewed by GEO.

### **6.2.6 Fill Materials and Placement**

Fill materials may consist of the onsite sandy silt or silty sand soils or approved import soil. The onsite compressible silts and clays are not acceptable for reuse as fill material. Import soil shall be predominantly granular (minimum 80% passing number 4 sieve and 35% or less passing the number 200 sieve), non-expansive (EI less than 40), and shall be free of organic or inorganic debris, contamination and materials with any dimension larger than 3 inches. Proposed import soil shall be reviewed by GEO for approval prior to delivery to the job site. GEO shall be notified a minimum of three working days prior to scheduled importing of soil to the project site.

Fill material shall be placed in loose lifts not exceeding 8 inches in thickness, moisture-conditioned to within 3 percent above the optimum moisture content and mechanically compacted. Clayey soils (soils with 15% or more finer than 0.005mm) placed beneath structural mat foundations shall be compacted to a minimum of 90 percent RC, as determined by ASTM Test Method D1557. Non clayey soils (less than 15% finer than 0.005mm) placed in building areas shall be compacted to a minimum of 95 percent RC.

All secondary fill placed in non-structural areas shall be moisture-conditioned to within 3 percent above the optimum moisture content and compacted to a minimum of 90 percent RC, as determined by ASTM Test Method D1557. Aggregate base shall be moisture conditioned to within 3 percent above optimum and compacted to a minimum of 95 percent RC.

Fill placement and compaction shall be observed and tested by a certified compaction testing agency working under the direct supervision of GEO. Compacted fill soils shall be kept moist, (at or slightly above the specified moisture content at the time of compaction) but not flooded, until covered with subsequent construction. If compacted fill soils become softened or disturbed, they shall be replaced or recompacted at the discretion of the Geotechnical Engineer before additional fill or construction is placed. Certification and inspection approvals for compromised soils are void and invalid.

#### **6.2.7 Utility Trench Backfill**

Trench excavations for utility pipes shall be backfilled under the observation of a representative of GEO. After utility pipes have been laid, properly bedded, and covered per the project specifications, they shall be backfilled to the ground surface or design subgrade with controlled backfill. Controlled backfill shall be moisture conditioned, placed and compacted in accordance with the recommendations presented above (Section 6.2.6). Densification by flooding or jetting is not allowed.

#### **6.2.8 Fill Certification**

Upon successful completion of fill placement and compaction, GEO will issue a Compaction Certification for the fill. Unless approved by the Building Inspector during construction, the Contractor shall not pour footings until an approval letter is issued by the Department of Building and Safety, Grading Division for the Compaction Certification. The contractor may excavate in compacted fill for foundation elements before the fill certification approval letter is issued, but does so at his/her own risk.

### **6.3 PILE FOUNDATIONS**

The sports complex, mezzanine, pool, pool deck, and metal wall panels shall be supported on deep foundations. Given the potential for significant downdrag forces to develop, and thus, large cost(s) associated with deep piles, cast-in-drilled hole (CIDH) piles are not considered to be a cost-effective foundation system for this site. Driven piles are considered to be much more appropriate than CIDH piles. Based on our experience and judgment, low displacement steel piles are considered to be more suitable than large displacement ones. Large displacement piles may result in soil heave, which could adversely affect the existing childcare center and other existing improvements such as utilities.

### 6.3.1 Corrosion Potential

Willdan performed three corrosion tests on bulk samples from the upper 10 feet; however, corrosion tests were not performed on the soft compressible soils or the dense bearing granular soils. One of the key design issues related to the long term performance of steel piles is their susceptibility to corrosion. We recommend that a corrosion specialist be consulted regarding protection of the piles against corrosion.

### 6.3.2 Axial Load Capacity

The axial load capacity of single driven HP piles under both compression and uplift (i.e. tension) were estimated using the Brown Method (Brown et al., 2001). The Brown Method is a semi-empirical method that uses SPT  $N_{60}$  values for estimating unit shaft resistance and unit end bearing values. This method is based on capacity correlations with 71 static load tests from Caltrans projects in a wide variety of soil types. The pile types included HP piles among others. The method considers compression and uplift as well as pile installation method (impact driving and partial vibratory installation). For this project, we assume the piles will be installed using impact driving methods.

#### 6.3.2.1 Compression

Pile tips shall be embedded a minimum of 5 feet into the dense to very dense granular soils, which results in a minimum pile length of about 42½ feet. The actual depths shall be determined by the structural engineer based on axial and lateral load requirements. Piles shall be spaced a minimum of 3 diameters apart on-center. No reduction in compression capacity is considered necessary for a group effect for pile spacing equal to or greater than 3 pile diameters. Piles within a group should be the same length and plan dimensions. Group action is not anticipated at this time.

Figure 6 provides preliminary axial compression capacity curves for HP 12x53, HP 14x89, and HP 14x117 piles, and Figure 7 provides preliminary axial compression capacity curves for PP 12.75x0.375, PP 14x0.50, and PP 16x0.625. The allowable capacities presented on Figures 6 and 7 are based on a factor of safety (FS) of 2.0 for skin friction and 2.0 for tip resistance. All frictional capacity from the soils in the upper 37½ feet was neglected. Also, we anticipate the upper 37½ feet of the pile will be coated with bitumen or another approved lubricant to significantly reduce the downdrag forces; therefore, downdrag forces were not considered in the capacities. Both the inside and outside of pipe piles shall be coated with bitumen or approved lubricant. Based on the information in the FHWA Manual for Driven Piles (USDOT, FHWA, 2006), we assumed the frictional capacity for the HP piles would act across the box perimeter and the end bearing capacity would act across the box area. For the steel pipe piles, we assumed a plug would not develop as the penetration depth to pile diameter ratio is expected to be much less than 20. The compression capacities presented on Figures 6 and 7 may be increased by 1/3 to account for short-term temporary loads such as wind or seismic forces.

#### 6.3.2.2 Uplift

Pile uplift (i.e. tension) capacities have been developed for the same piles discussed in the above section. Preliminary axial capacities of steel H-piles and open end steel pipe piles in tension are presented on Figures 8 and 9, respectively, in this report. The net allowable uplift resistance incorporates the side friction component of the pile capacity and the net

weight of the pile itself. The allowable frictional resistance is based on a FS of 2.0. Similar to the compression capacities, the soils in the upper 37½ feet were not considered in the contribution to tensile resistance.

### 6.3.3 Pile Driving and Load Tests

Variable pile driving conditions should be anticipated with lower driving resistances in the soft compressible soils and high driving resistances in the underlying dense granular soils. As mentioned, we anticipate the dense soils will be encountered at a depth of approximately 37½ feet bgs. Driving piles deeper than about 6 to 8 feet into these layers may be difficult or unattainable. Due to the anticipated loads, and particularly, the uplift capacities, we do not anticipate that pre-drilling will be required.

To better understand the driving characteristics and more accurately determine the pile lengths, a pile indicator program shall be conducted prior to manufacturing of production piles. At a minimum, indicator piles shall be driven near each of the four corners of the sports complex. Furthermore, a driveability analysis shall be performed prior to or as part of the indicator program. Due to variations in the subsurface conditions, it should be expected that the pile lengths may vary across the site.

We also anticipate at least two pile load tests will be performed for each type of pile; one in compression and another in tension. LADBS may require more pile load tests depending on the final number of piles. Per the 2014 LABC, pile load tests in compression shall be performed in accordance with ASTM D 1143. Pile load tests in tension shall be performed in accordance with ASTM D 3689.

### 6.3.4 Lateral Load Behavior

The lateral load behavior of the piles was evaluated using the program LPILE (Ensoft, 2013). LPILE uses load deflection (p-y) curves to approximate the relationship between soil resistance and pile deflection. For our analyses, we assumed a pile length of 45 feet. The lateral load behavior was evaluated for HP 12x53, HP 14x89, HP 14x117, PP 12.75x0.375, PP 14x0.50, and PP 16x0.625. The pile stiffness "EI" is based on the elastic modulus of steel (29,000 kips per square inch) and the area moment of inertia of the pile cross-section. The area moment of inertia for the HP 12x53, 14x89, and 14x117 piles was assumed to be 127, 261, and 443 in<sup>4</sup>, respectively, which are the weaker of the two axes. The area moment of inertia for the PP 12.75x0.375, PP 14x0.50, and PP 16x0.625 piles was assumed to be 279, 484, and 894 in<sup>4</sup>, respectively.

The main inputs in the LPILE software for each soil layer are the unit weight and shear strength. The unit weight and shear strength parameters of the soils in the upper 37½ feet are based on the results of the laboratory tests, as summarized in Section 4.5. The bearing soil below 37½ feet was assumed to have a total unit weight of 125 pcf, an effective friction angle of 38 degrees, and no cohesion.

Lateral load responses were evaluated for a ¼-inch and ½-inch deflection assuming both a free and fixed pile head. The LPILE results are presented in Appendix E. The structural engineer shall perform their own lateral load analyses, and confirm that the piles will not be overstressed (i.e. fail) in either shear or bending.

If pile caps are incorporated into the pile design, an allowable passive pressure of 240 psf per foot of depth against the sides of the pile caps may be used. The passive value may be increased one-third for short term seismic and wind loads. The passive pressure and frictional coefficient may be used in combination with pile bending without reduction to resist lateral loads.

### **6.3.5 Settlement**

Total settlement of piles embedded into the dense granular soils is anticipated to less than ½-inch. This value of ½-inch, includes both static and dynamic settlement, and is based upon successful pile installation.

### **6.3.6 Vibration Monitoring**

There is the potential for damage to occur to adjacent structures during pile driving. As mentioned, the existing childcare center is located in close proximity to areas where piles are anticipated. Vibration monitoring shall be performed during pile installation. In accordance with LADBS requirements, the peak particle velocity shall not exceed ½-inch per second.

## **6.4 STRUCTURAL MAT FOUNDATION**

We recognize it may not be practical to pile-support all structures, especially those that are relatively small and lightly loaded. Accessory structures, which can accommodate settlement, may be supported on a structural mat bearing on compacted fill. The design team understands these structures may require jacking and/or leveling and consider this a matter of periodic maintenance.

### **6.4.1 Bearing Capacity and Settlement**

The structural mat foundation shall be designed as a rigid structure that will resist cracking. An allowable bearing capacity of 1,000 psf may be used for design purposes. The allowable bearing value applies to combined dead and sustained live loads. The allowable bearing pressure may be increased by one-third when considering transient live loads, including seismic and wind forces.

Based on the allowable bearing value recommended above, the total settlement of the mat, including static and dynamic, is not expected to exceed 4 inches. The differential settlement is not expected to exceed 2 inches.

### **6.4.2 Modulus of Subgrade Reaction**

The modulus of subgrade reaction,  $k_s$ , is not a fundamental soil property, and its magnitude depends on many factors, including the width of loaded area, the shape of loaded area, the depth of the loaded area below grade, the position of mat, and time. The structures' shapes and loading conditions have not been finalized; therefore, the  $k_s$  values should be reviewed once this information is known.

For preliminary design purposes,  $k_s$  values of 150 to 300 pounds per cubic inch (corresponding to the center and edge of building, respectively) may be used. These values are based on a pseudo-coupled method and elastic theory.

### **6.4.3 Lateral Load Resistance**

Lateral load resistance for the mat will be developed by passive soil pressure against the thickened edges and by friction acting at the base of the mat bearing on compacted fill. An allowable passive pressure of 250 psf per foot of depth, beginning from 1 foot below the lowest adjacent grade, may be used for design purposes. An allowable passive pressure of 250 psf per foot of depth, beginning from the ground surface, may be used if the thickened edges or footings are located adjacent to exterior slabs. The allowable passive pressure is only applicable for level (ground slope equal to or flatter than 5:1 (horizontal:vertical) conditions. An allowable coefficient of friction of 0.35 may be used for dead and sustained live loads for frictional resistance of the footings constructed directly on compacted fill. A safety factor of 1.5 has been incorporated in the development of both allowable passive and frictional resistance values.

The passive pressure and frictional resistance may be increased by 1/3 under seismic and wind loading conditions. The lateral load resistance may combine the passive pressure and frictional resistance; however, the passive resistance may not exceed 1/2 of the combined total lateral resistance

## **6.5 POOL**

As mentioned, the pool foundation shall be supported on piles. To mitigate the effects of total and differential settlement beneath the pool, we recommend the pool shell be designed as a rigid unit that will resist cracking. The pool shall be designed and constructed in accordance with the requirements of LADBS Information Bulletin P/BC 2014-014.

### **6.5.1 Uplift Forces**

Based on the results of our investigation and the proposed pool plan, the bottom of the pool will extend about 6 to 7 feet below groundwater. There is the potential for significant hydrostatic uplift pressures to buildup below the pool. The pool shall be designed to accommodate uplift forces associated with high groundwater. Furthermore, the uplift forces shall assume an empty pool condition. Typical foundation designs to help resist hydraulic uplift pressures may include increasing the weight of the structure(s), extending the foundation slab beyond the walls of the pool, tying down the pool with tension piles, or using a combination of these systems.

### **6.5.2 Pool Walls**

The pool walls shall be designed to retain the surrounding soil using an equivalent "at-rest" fluid pressure of 60 pounds per cubic foot (pcf). As mentioned, undrained conditions will exist behind the wall due to high groundwater. Therefore, the equivalent fluid pressure below groundwater (depth of approximately 6½ feet), should be 95 pcf to account for hydrostatic forces behind the wall. The lateral earth pressure diagram for the pool walls is presented on Figure 10. The recommended lateral earth pressure value assumes that the surface of the backfill behind the retaining walls is close to horizontal (inclination of 5:1 or flatter). The foregoing lateral earth pressure assumes non-expansive backfill behind the pool walls.

If surcharge loads (live or dead) are applied, they should be added to the at-rest earth pressure by applying a uniform (rectangular) pressure. The lateral earth pressure coefficient for a uniform vertical surcharge load this is applied behind the pool wall(s) is 0.50 for an at-rest condition.

The seismically induced increment was estimated using the provisional recommendations by Lew et al. (2010) and the Mononobe-Okabe (M-O) method. The horizontal acceleration used in the (M-O) method,  $k_h$ , was assumed to be 1/3 of the  $PGA_M$ . The  $PGA_M$  at the project site is equal to 0.73g; therefore,  $k_h$ , was assumed to be 0.24g. Also, a total unit weight of 120 pcf was assumed for the site soil. The total active pressure during the earthquake,  $P_{AE}$ , was calculated to be 61 pcf. The static active and at-rest were calculated to be 40 and 60 pcf, respectively.

According to Lew et al. (2010), if a seismic earth pressure increment is determined using the M-O method, it should be added to the active earth pressure and not to the at-rest pressure. Thus, we subtracted the at-rest pressure (60 pcf) from  $P_{AE}$  (61 pcf), which results in a seismically induced increment of 1 pcf. However, we recommend using a minimum seismic pressure increment of 10 pcf.

## **6.6 PLANTER AND FENCE WALL AND NON-STRUCTURAL FOUNDATIONS**

Spread footing foundations are suitable for the support of accessory walls less than 8 feet in height that are structurally isolated. Footings with a minimum width of 18 inches and embedded a minimum of 18 inches below the lowest adjacent grade, bearing on properly compacted fill, may be designed for an allowable bearing capacity of 1,200 pounds per square foot (psf). The allowable bearing capacity includes dead-load and sustained live-loads. The value may be increased by one-third for short durations of loading which will include the effect of wind or seismic forces.

Resistance to lateral loads may be designed in accordance with the recommendations provided in Section 6.4.3 of this report.

## **6.7 DRAINAGE**

Final grades should be sloped to direct surface water away from foundations and slabs and towards discharge facilities. Surface water should not be allowed to pond anywhere onsite. Water from downspouts, if any, should be collected in closed pipes and conveyed to storm drains or other appropriate discharge locations.

## **6.8 UTILITY CONNECTIONS**

There is a potential for damage to occur to utilities as a result of settlement, especially where they transition from the exterior to the interior of structures. Utilities (sewer, gas, area drains, water pipes etc.) should be designed with flexible connections to account for expected settlement. If possible, we recommend consulting with someone who specializes in the design of utility pipes, and if possible, they should work together with the project structural engineer.

**6.9 SULFATE ATTACK RESISTANCE**

The results of the sulfate concentration tests indicate that, based on the American Concrete Institute (ACI, 2008) criteria, the near surface soils have moderate sulfate attack potential on concrete. Refer to ACI 318-08 for appropriate concrete mix design. Concrete that will be exposed to sulfate-containing solutions or soils shall comply with the maximum water-cementitious materials ratios and/or minimum specified compressive strength and be made with the appropriate type of cement in accordance with ACI 318-08, Section 4.3.

**6.10 FEASIBILITY OF STORMWATER INFILTRATION**

The City of Los Angeles Low Impact Development Best Management Practices (LID BMP) Handbook (2011) presents screening guidelines for determining if a site is feasible for stormwater infiltration. There appears to be a wide range of soils that were encountered near the proposed infiltration depth, as presented on Table 1 in Appendix A. All eight of the adjusted infiltration rates were above 0.5 in/hr, which is considered to be a “Feasible” rate. However, the relatively shallow depth to groundwater may preclude this site from being suitable for onsite infiltration. The LID BMP considers a site to be “Infeasible” if the distance between the bottom of the infiltration facility and seasonal high groundwater is less than 5 feet. Based on the groundwater criterion, the project site can be classified as a Category 3 or “Infeasible” for onsite infiltration. If the City of Los Angeles, Bureau of Sanitation determines that onsite infiltration is “Feasible” at this site, we recommend infiltration pits be located at least 50 feet away from structures.

**6.11 PRELIMINARY PAVEMENT DESIGN**

Based on the results of the laboratory test on a bulk surficial soil sample, the existing sandy silt has a resistance value (R-value) of 26. It is recommended that samples of the prepared subgrade be collected and tested following grading to confirm the pavement design sections provided in this section. Recommendations for asphalt concrete pavement design sections are presented below. In all pavement areas, the uppermost 12 inches of soil subgrade should be compacted to a minimum 95 percent RC.

**TABLE 2 – RECOMMENDED AC PAVEMENT SECTION LAYER THICKNESSES (INCHES)**

Layer	Traffic Index = 5.0	Traffic Index = 6.0	Traffic Index = 7.0	Traffic Index = 8.0
Asphalt Concrete (AC)	2.5	3.0	4.0	4.5
Crushed Aggregate Base (CAB)	7.0	9.0	10.0	12.0
Compacted Subgrade	12	12	12	12

Crushed aggregate base (CAB) shall conform to Section 200 of the latest edition of the Brownbook. CAB shall be compacted to at least 95 percent RC.

## **7.0 SUPPLEMENTAL GEOTECHNICAL SERVICES**

### **7.1 REVIEW OF PLANS AND SPECIFICATIONS**

The grading and foundation plans and specifications should implement the recommendations presented in this report and should be reviewed by GEO to ensure proper interpretation and application of our recommendations.

### **7.2 GEOTECHNICAL OBSERVATION AND TESTING DURING CONSTRUCTION**

All grading, excavation, and construction of foundations should be performed under the observation and testing of the Geotechnical Engineer during the following stages:

- Demolition;
- Pile Indicator program;
- Pile load testing;
- Completion of site clearing;
- Site and pool excavation;
- Installation of shoring;
- Production pile installation;
- Subgrade preparation;
- Fill placement;
- Construction of structural mat foundations for accessory structures;
- Excavation and backfilling of all utility trenches; and
- When any unusual or unexpected geotechnical conditions are encountered.

## 8.0 CLOSURE

If you have any questions regarding this report, please contact Easton Forcier at (213) 847-0476.



Easton Forcier 5-27-15  
Easton Forcier, GE 2948  
Geotechnical Engineer I

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Tokimatsu, K., and Seed, H.B., 1987, Evaluation of Settlements in Sands Due to Earthquake Shaking, Journal of Geotechnical Engineering, Vol. 113, No. 8, p. 861-878.

United States Department of Transportation, Federal Highway Administration, 2006, Design and Construction of Driven Pile Foundations, Reference Manual, Volume 1, Publication No. FHWA-NHI-05-042.

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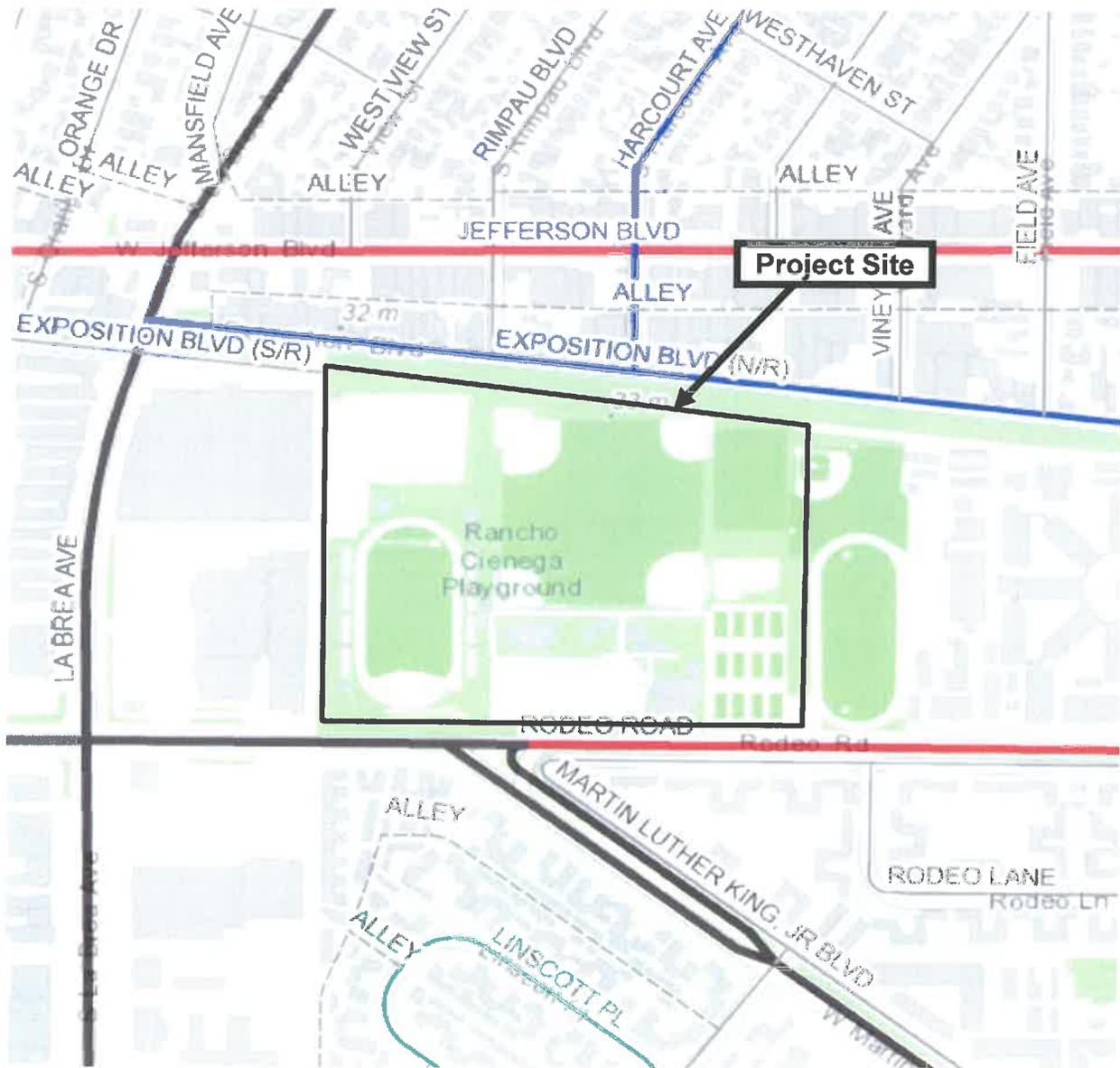
Youd, T.L., Idriss, I.M., Andrus, R.D., Arango, I., Castro, G., Christian, J.T., Dobry, R., Finn, L.D., Harder, L.F., Hynes, M.E., Ishihara, K., Koester, J.P., Liao, S.C., Marcusson, W.F., Martin, G.M., Mitchell, J.K., Moriwaki, Y., Power, M.S., Robertson, P.K., Seed, R.B., and Stokoe, K.H., 2001, Liquefaction Resistance of Soils: Summary Report From the 1996 NCEER and 1998 NCEER/NSF Workshop on Evaluation of Liquefaction Resistance of Soils, Journal of Geotechnical and GeoEnvironmental Engineering, ASCE, Vol. 27 (10), p. 817-833.

*Rancho Cienega Sports Complex*  
*GEO File No. 15-002*

WO #: E1907694

May 27, 2015

## FIGURES



Reference: NavigatELA

Scale: 1' = 400' (Approx.)

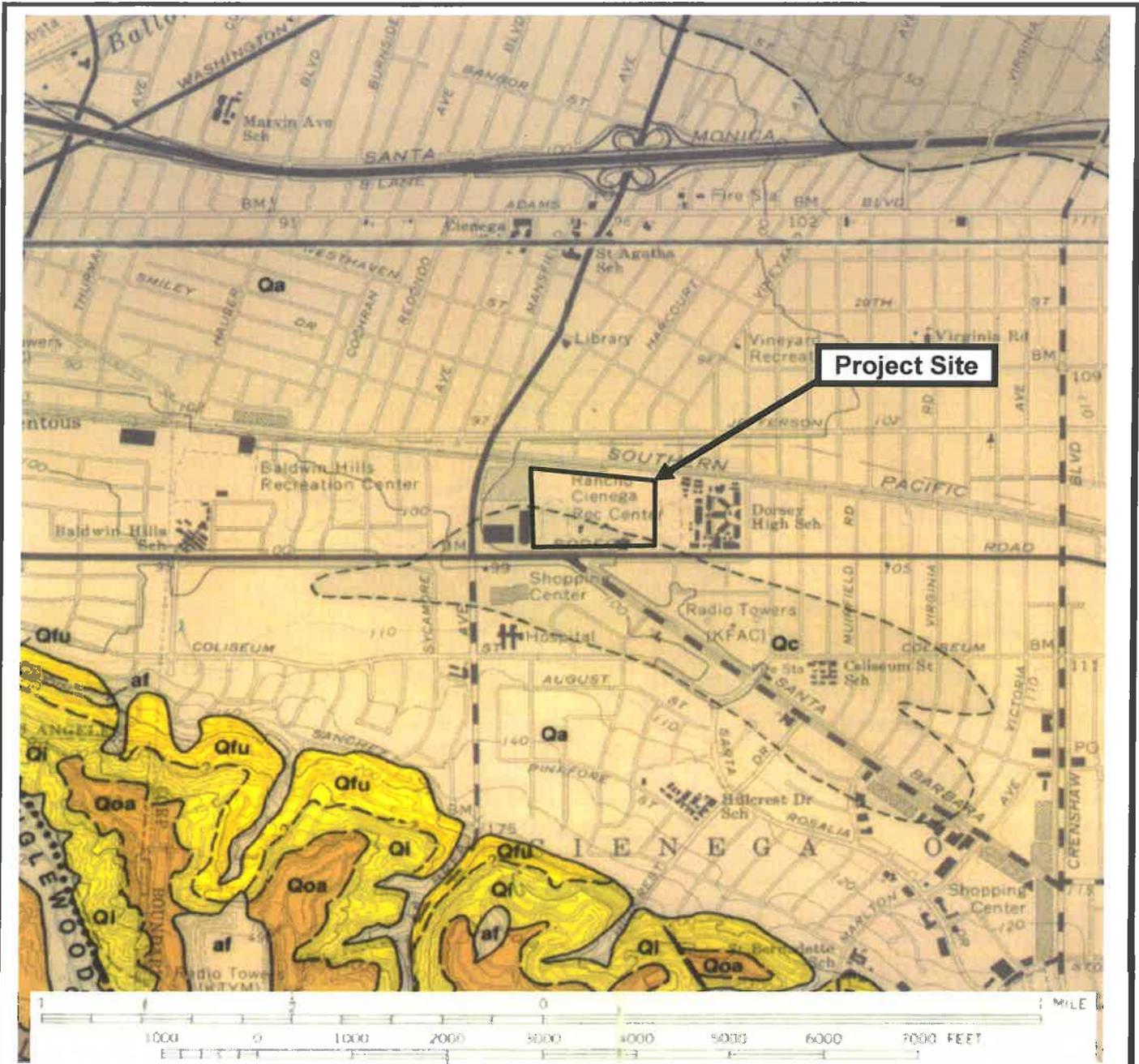


## Site Vicinity Map

**RANCHO CIENEGA SPORTS  
COMPLEX**  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

**BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP  
(GEO)**  
GEO FILE No.: 15-002  
May 2015

**Figure  
No. 1**



Reference: Thomas W. Dibblee Jr., 1991, Geologic Map of the Hollywood and Burbank (South 1/2) Quadrangles, Los Angeles County, CA, #DF-30, May.

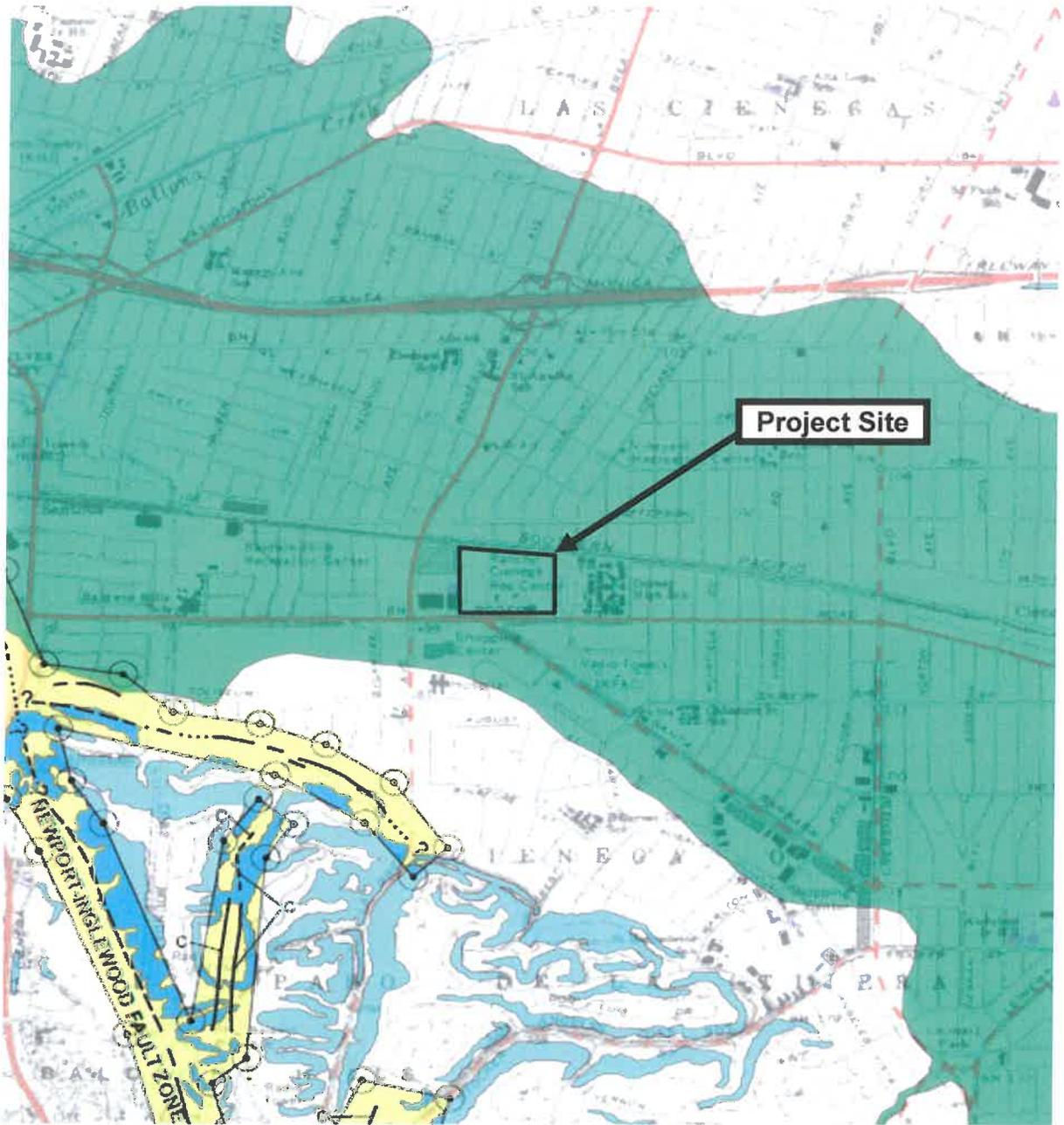
# Geologic Map

Scale: As Shown

**RANCHO CIENEGA SPORTS  
COMPLEX**  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP  
(GEO)  
GEO FILE No.: 15-002  
May 2015

**Figure  
No. 2**



**Project Site**



References:

- 1) California Geological Survey, 2014, Earthquake Zones of Required Investigation, Hollywood Quadrangle, November 6.
- 2) California Department of Conservation, Division of Mines and Geology, 1999, Seismic Hazard Zones Map, Hollywood Quadrangle, March 25.

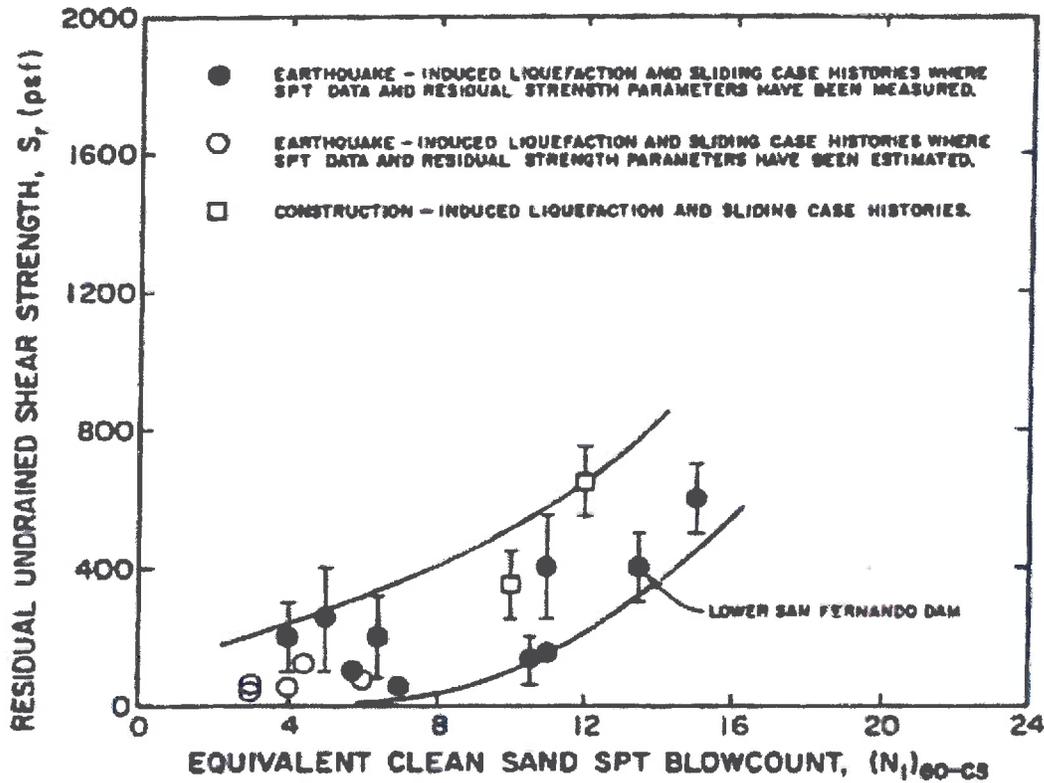
# Seismic Hazard Zones Map

Scale: As shown

**RANCHO CIENEGA SPORTS  
COMPLEX**  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

**BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP  
(GEO)**  
GEO FILE No.: 15-002  
May 2015

**Figure  
No. 3**



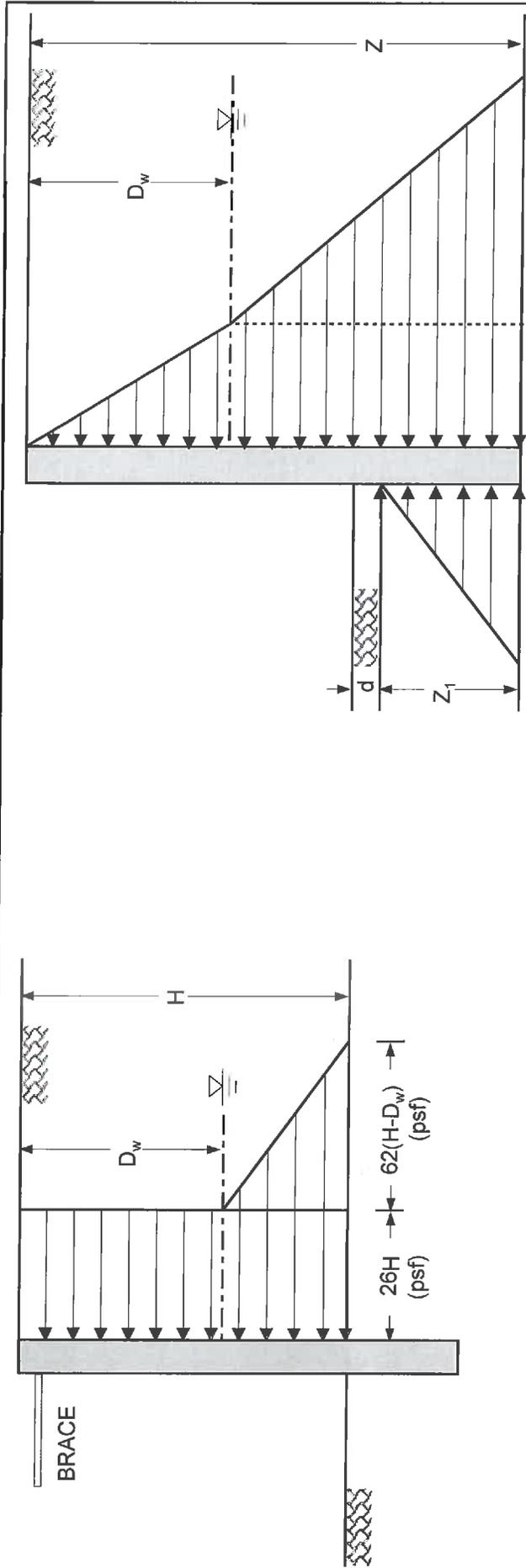
Reference: Seed, R.B. and Harder, L.F., 1990

### Residual Undrained Shear Strength of Liquefied Soil

RANCHO CIENEGA SPORTS  
COMPLEX  
5001 Rodeo Road  
LOS ANGELES, CALIFORNIA

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP  
(GEO)  
GEO FILE No.: 15-002  
May 2015

Figure  
No. 4



BRACED SHORING

CANTILEVER SHORING

- $\sigma = 360$  pcf for soldier piles spaced at least 2.5d apart above water table
- $\sigma = 180$  pcf for soldier piles spaced at least 2.5d apart below water table
- $\sigma = 180$  pcf for sheet piles or soldier piles spaced less than 2.5d apart above water table
- $\sigma = 94$  pcf for sheet piles or soldier piles spaced less than 2.5d apart below water table

Notes:

1. Dimensions are in feet.
2. Pressure Included hydrostatic pressure
3.  $D_w$  is the depth to groundwater and may experience seasonal fluctuations.
4. If groundwater is not present, the term  $D_w$  should be taken as H for braced shoring or Z for cantilever shoring.
5. The earth pressures shown are based on level backfill conditions behind shorings

**LATERAL EARTH PRESSURE FOR TEMPORARY SHORING SYSTEMS**

Rancho Cienega Sports Complex  
 5001 Rodeo Road  
 Los Angeles, California

By: ERF

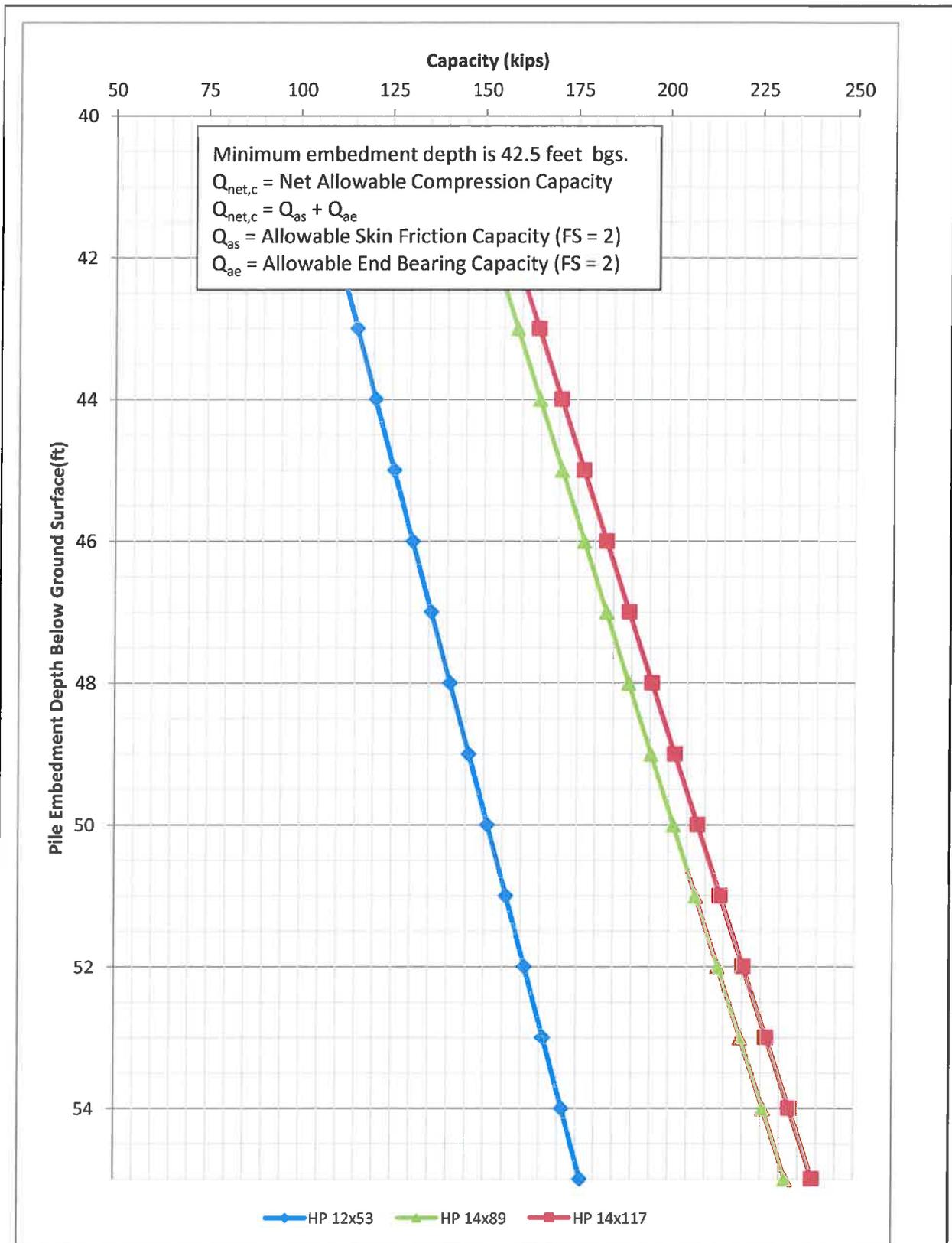
Date: 05/15/15

GEO File No.: 15-002

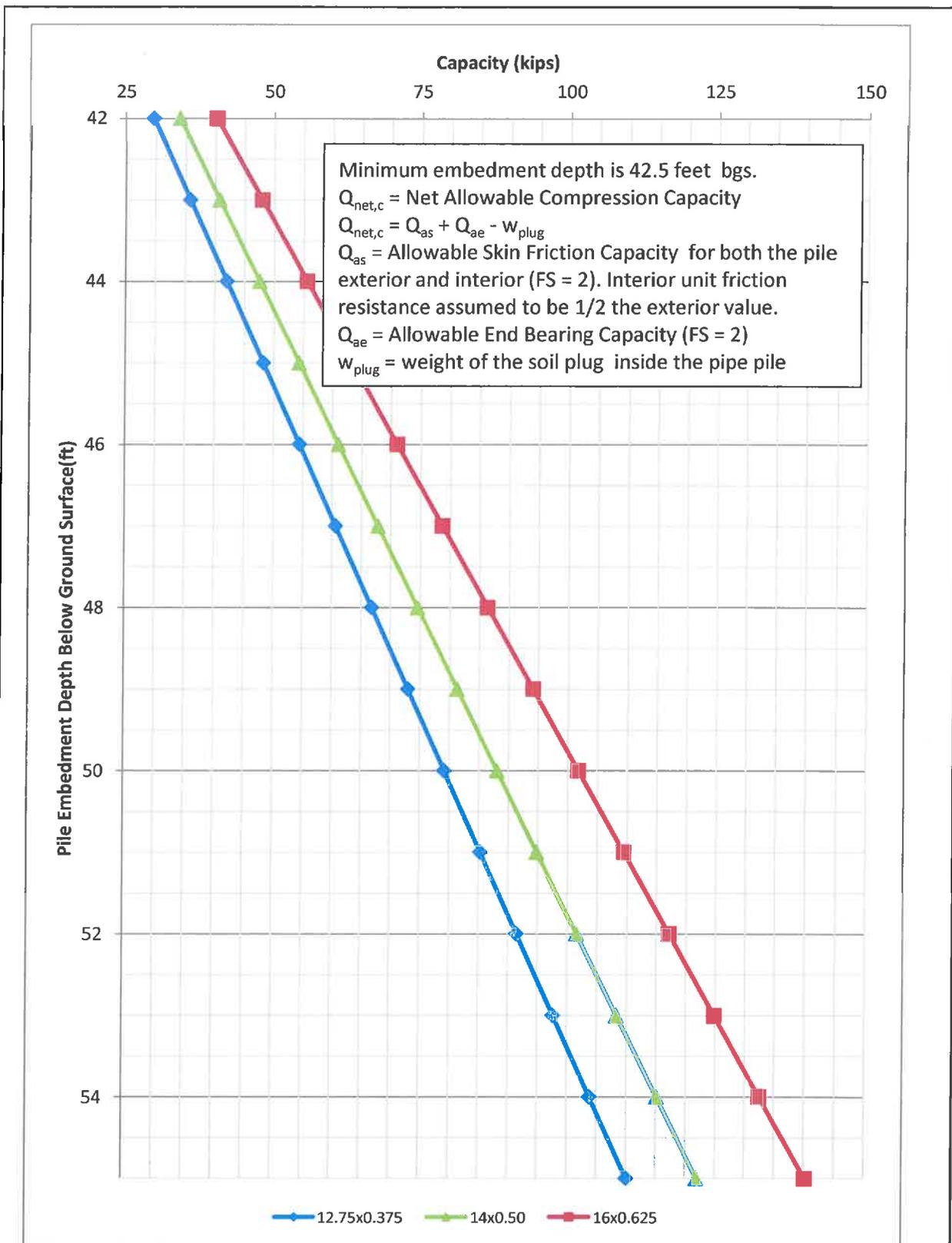
City of Los Angeles, DPW, BOE, GEO

Figure

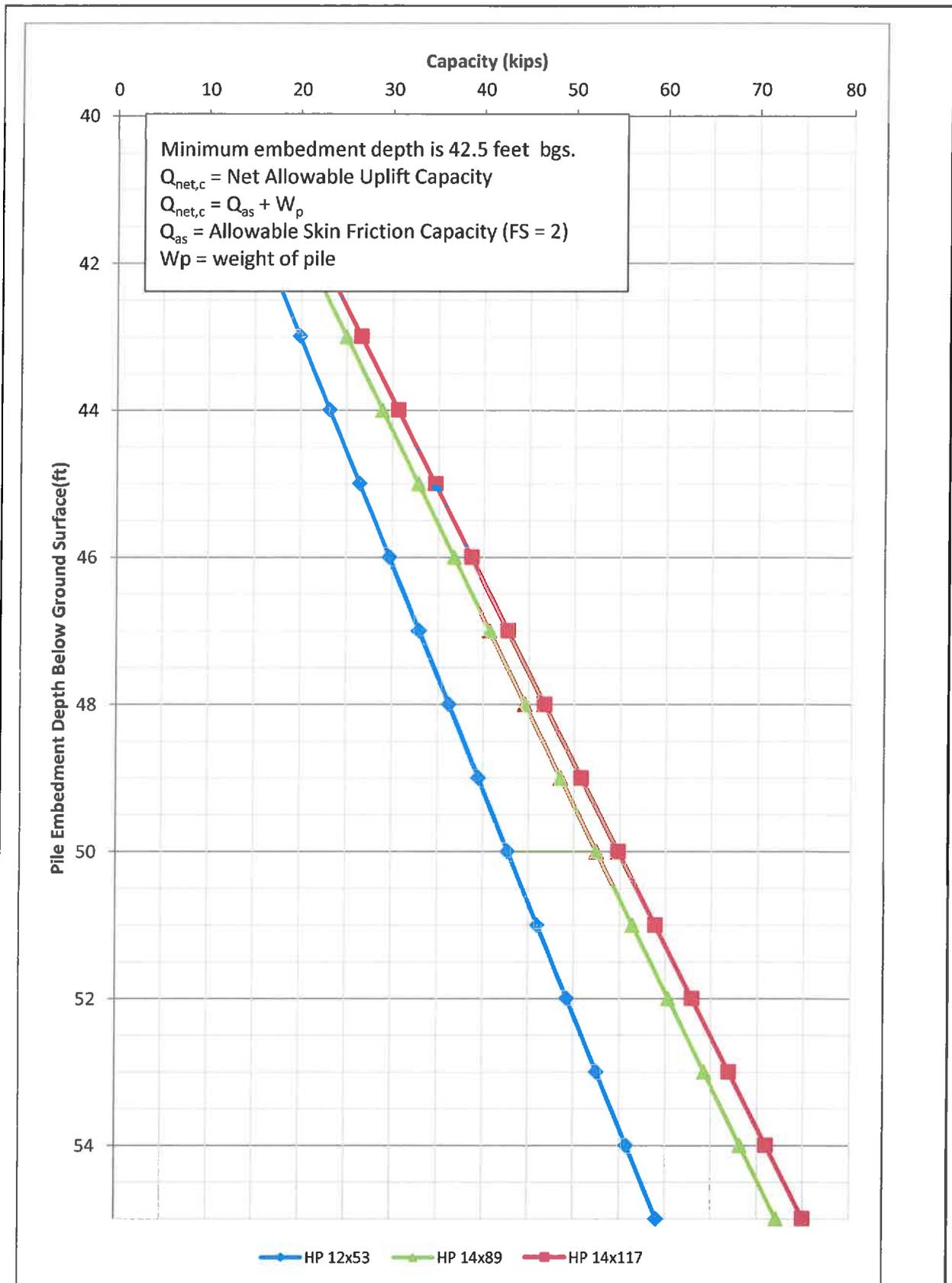
**5**



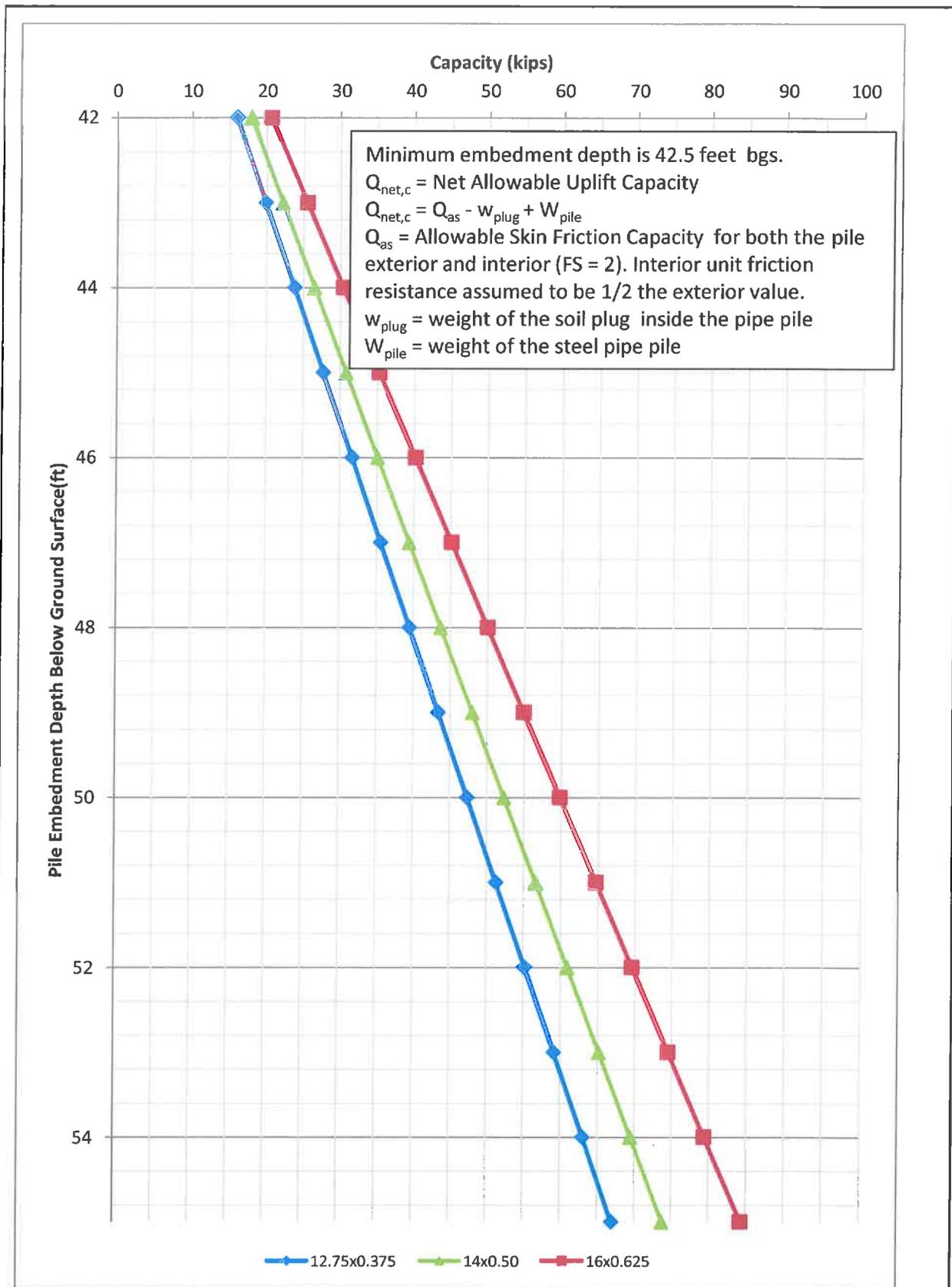
By: ERF	Preliminary Axial Capacity of Steel H-Piles in Compression Rancho Cienega Sports Complex Los Angeles, California	Project No.: 15-007
Date: 05/14/15		Figure <b>6</b>
BUREAU OF ENGINEERING - GEOTECHNICAL ENGINEERING GROUP (GEO)		



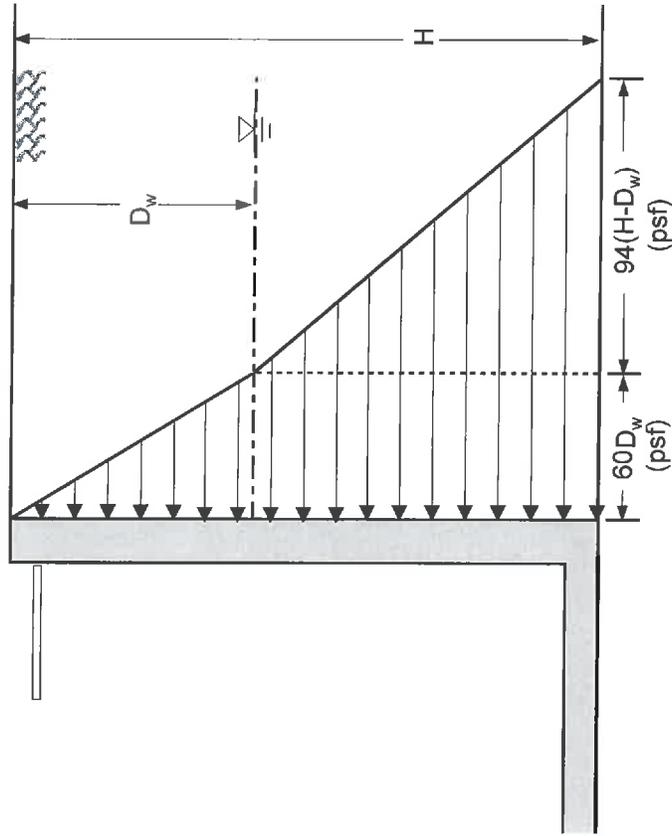
By: ERF	Preliminary Axial Capacity of Open End Steel Pipe Piles in Compression Rancho Cienega Sports Complex Los Angeles, California	Project No.: 15-007
Date: 05/14/15		Figure 7
BUREAU OF ENGINEERING - GEOTECHNICAL ENGINEERING GROUP (GEO)		



By: ERF	Preliminary Axial Capacity of Steel H-Piles in Tension Rancho Cienega Sports Complex Los Angeles, California	Project No.: 15-007
Date: 05/14/15		Figure <b>8</b>
BUREAU OF ENGINEERING - GEOTECHNICAL ENGINEERING GROUP (GEO)		



By: ERF	Preliminary Axial Capacity of Open End Steel Pipe Piles in Tension Rancho Cienega Sports Complex Los Angeles, California	Project No.: 15-007
Date: 05/14/15		Figure <b>9</b>
BUREAU OF ENGINEERING - GEOTECHNICAL ENGINEERING GROUP (GEO)		



AT REST LATERAL EARTH PRESSURE UNDER STATIC CONDITIONS -  
RESTRAINED WALL CONDITIONS

Notes:

1. Dimensions are in feet
2. Term,  $D_w$ , should be taken as 7 feet below existing grade
3. The earth pressures shown are based on level backfill conditions behind wall

**LATERAL EARTH PRESSURES FOR POOL WALLS**

Rancho Cienega Sports Complex  
5001 Rodeo Road  
Los Angeles, California

By: ERF

Date: 5/15/15

GEO File No.: 15-002

City of Los Angeles, DPW, BOE, GEO

Figure

**10**

*Rancho Cienega Sports Complex*  
*GEO File No. 15-002*

*WO #: E1907694*

May 27, 2015

## **APPENDIX A**

### **Architectural Plans and Sections**

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



BUREAU OF ENGINEERING  
 DEPARTMENT OF PUBLIC WORKS  
 CITY OF LOS ANGELES  
**RANCHO CIENEGA SPORTS COMPLEX**



**PROJECT TEAM**

<p><b>CLIENT:</b> CITY OF LOS ANGELES                  DEPARTMENT OF PUBLIC WORKS                  118 SOUTH BROADWAY, SUITE 700                  LOS ANGELES, CA 90012</p>	<p><b>PROJECT MANAGEMENT:</b>                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]</p>	<p><b>NAME PROGRAM:</b>                  PROJECT MANAGER                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]</p>	<p><b>ARCHITECTURAL:</b>                  ARCHITECTURAL DIVISION                  MANOJ K. KADAMBAI, AIA                  118 SOUTH BROADWAY, SUITE 700                  LOS ANGELES, CA 90012                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  PROJECT MANAGER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>	<p><b>ARCHITECT:</b>                  ARCHITECTURAL ENGINEERING DIVISION                  NAME: [REDACTED]                  ADDRESS: LINE 1 [REDACTED]                  ADDRESS: LINE 2 [REDACTED]                  CONTACT: NAME [REDACTED]                  CONTACT: PHONE [REDACTED]                  STRUCTURAL ENGINEER</p>
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DATE OF DEPARTMENT APPROVAL: [REDACTED]  
 BLOCK NUMBER AND REVISIONS: [REDACTED]

**DEPARTMENT APPROVAL**

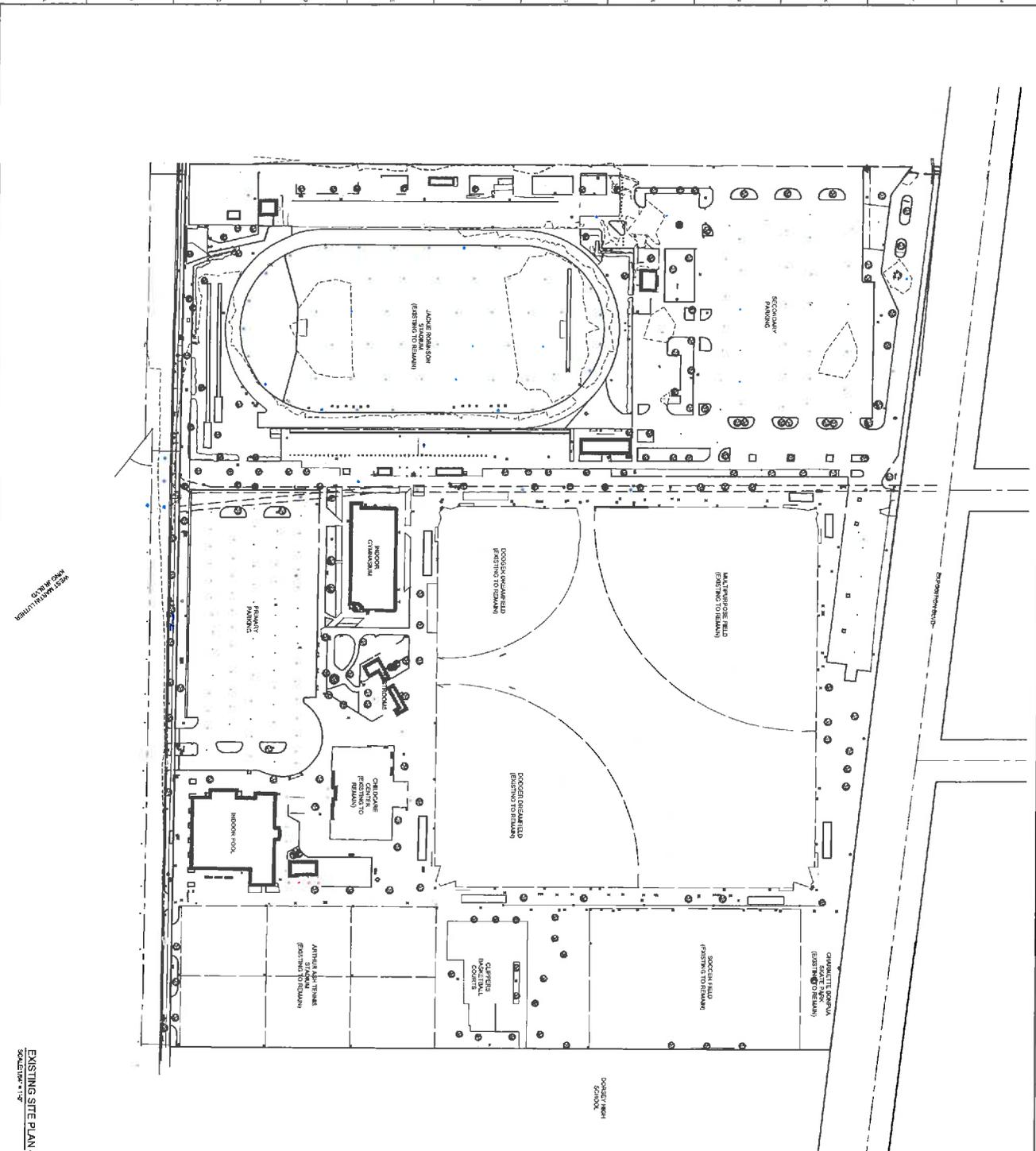
ACCEPTED BY:	DATE:
DEPARTMENT: GENERAL MANAGER:	DATE:
DEPARTMENT: GENERAL MANAGER:	DATE:



100% SCHEMATIC DESIGN DOCUMENTS

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING		VERTICAL CONTROL: HORIZONTAL CONTROL: SHEET TITLE: COVER SHEET PROJ. ID: RANCHO CIENEGA SPORTS COMPLEX ADDRESS: 5001 RODEO ROAD LOS ANGELES, CA 90016	GARY LEE MOORE, PE, ENV SP CITY ENGINEER ACCEPTED BY: DEPUTY CITY ENGINEER / PROGRAM MANAGER DATE CITY ENGINEER DATE	REVISIONS: WORK ACCEPTED SERIAL NO. BUILDING NO. XXXX INDEX NO.
--	--	--	---	--

REVISION DATE (DESIGN STAGE ONLY) THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



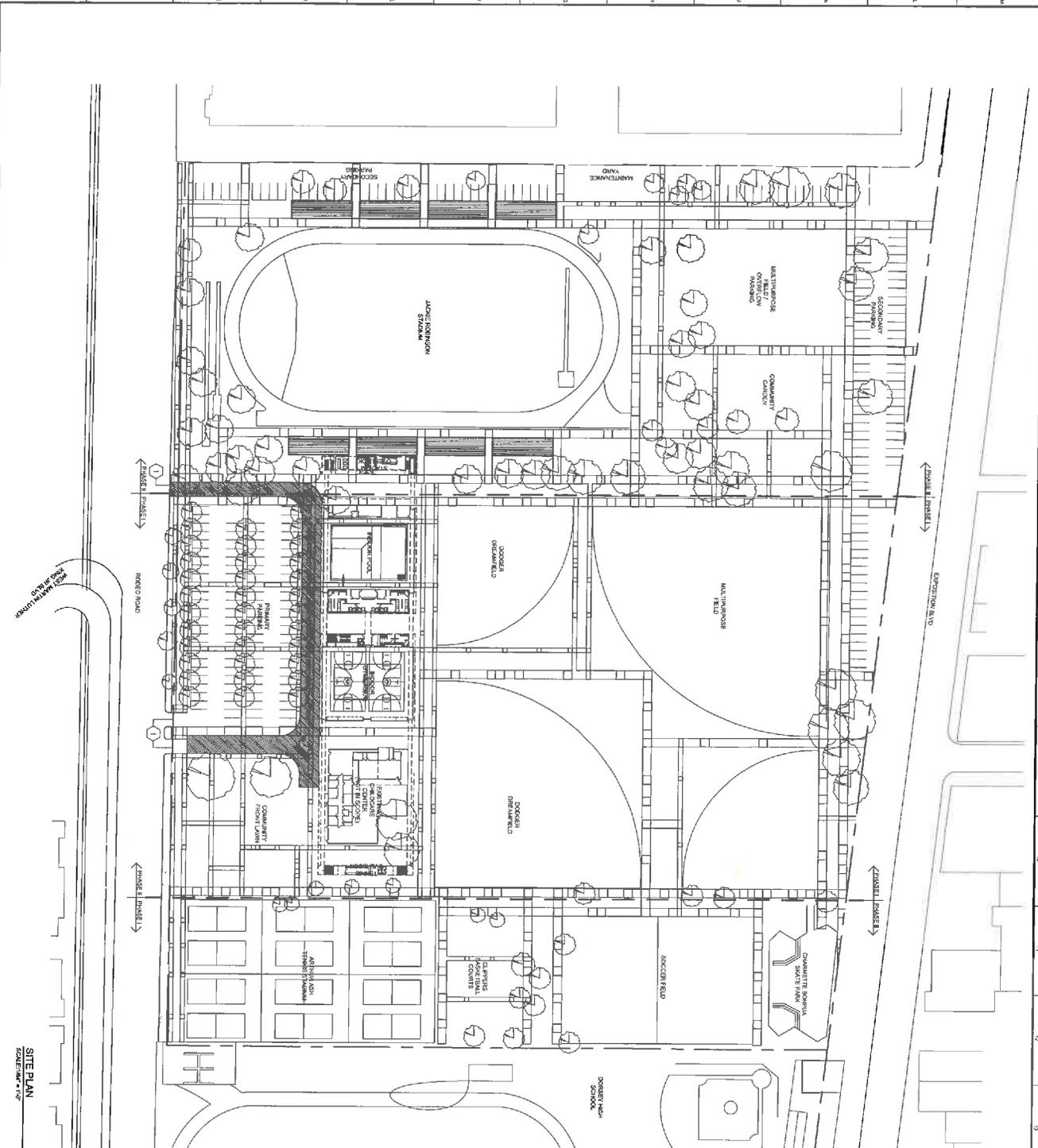
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  2. ALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.
  3. DO NOT SCALE FROM DRAWINGS. ANY DIMENSIONS OR DIMENSIONS SHOWN BY THE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION BY THE ARCHITECT SHALL BE THE GOVERNING DIMENSIONS AND DIMENSIONS ARE INDICATED FOR REFERENCE ONLY.
  4. DIMENSIONS AND DIMENSIONS ARE INDICATED FOR REFERENCE ONLY.

EXISTING SITE PLAN (FOR REFERENCE ONLY)



<b>CITY OF LOS ANGELES</b>		<b>DEPARTMENT OF PUBLIC WORKS</b>		<b>BUREAU OF ENGINEERING</b>	
SHEET TITLE: EXISTING SITE PLAN (FOR REFERENCE ONLY)	PROJECT: RANCHO CIENEGA SPORTS COMPLEX	ADDRESS: 6001 RODEO ROAD LOS ANGELES, CA 90016	ARCHITECT: ZOLTAN E. PALI LICENSE NO. C-19741	DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY: MAHMOUD KARAZADEH, AIA, PRINCIPAL ARCHITECT	REVISIONS: DATE:
VERTICAL CONTROL: HORIZONTAL CONTROL:			GARY LEE MOORE, PE, ENV SP CITY ENGINEER ARCHITECTURAL DIVISION		
SHEET NO. A-100 OF SHEETS			BUILDING NO. XX/XX		

REVISION DATES (FOR BIDDING STAGE ONLY) THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



SITE PLAN  
SCALE: 1/8" = 1'-0"

**KEYNOTES - SITE PLAN**  
 1. NEW CLUB CUT  
 2. PRELIM

- GENERAL NOTES**
1. NOTES ARE SPECIFIC TO THE DRAWING SECTION IN WHICH.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  3. DO NOT SCALE FROM DRAWING. ANY INCONGRUENCIES OR DISCREPANCIES SHALL BE RESOLVED BY THE ARCHITECT.
  4. GRID REFERENCES AND DIMENSIONS ARE INDICATED FOR REFERENCE ONLY.

**SCHEMATIC DESIGN DEPARTMENT OF PUBLIC WORKS**

**CITY OF LOS ANGELES**

WORKS ORDER NO. E/07894  
 PLAN FILE NO. A-101  
 SHEET 1 OF 5 SHEETS

**GARY LEE MOORE, PE, ENV SP CITY ENGINEER**

ARCHITECT: ZOLTAN E. PALI L.R. NO. 15-19241  
 DESIGNED BY:  
 DRAWN BY:  
 CHECKED BY:  
 APPROVED BY: MAHMOOD KARIMZADEH, AIA, PRINCIPAL ARCHITECT

**BUREAU OF ENGINEERING**

NO. REVISIONS: \_\_\_\_\_ DATE BY: \_\_\_\_\_  
 INDEX NO. \_\_\_\_\_ BUILDING NO. XX/XX





DATE: 01/15/2019

DRAWING NO: A-301

PROJECT NO: E1907684

SHEET TITLE: ELEVATIONS  
 PROJECT: RANCHO CINEMA SPORTS COMPLEX  
 ADDRESS: 5001 ROOPE ROAD  
 CITY: LOS ANGELES, CA 90018

APPROVED BY: GARY LEE MOORE, PE, ENV SP  
 ARCHITECTURAL DIVISION  
 DATE: 01/15/2019

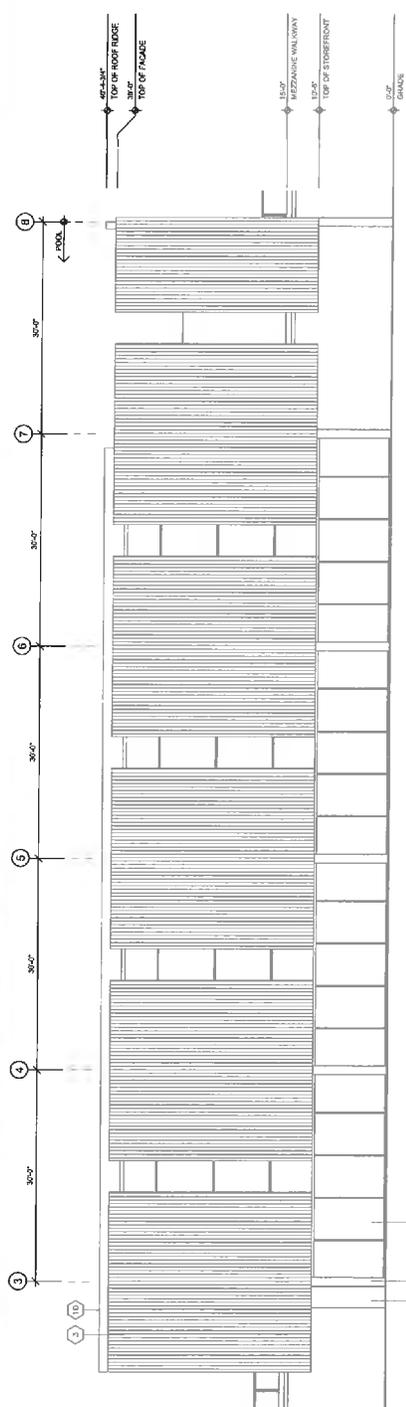
NO.	REVISIONS

INDEX NO. XX/XX  
 BUILDING NO. XX/XX

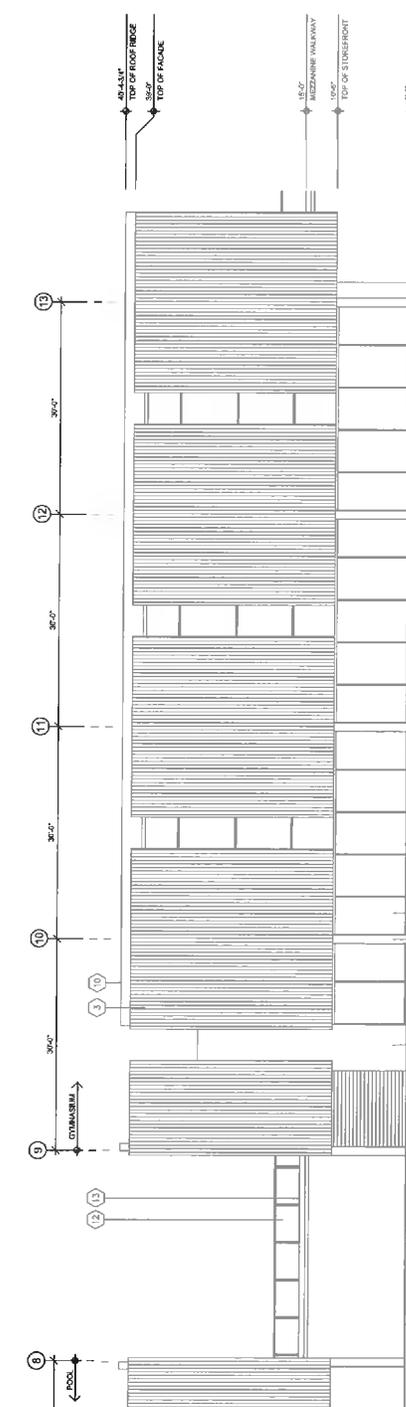
SCHMATIC DESIGN

- GENERAL NOTES**
1. REVNOTES ARE SPERING TO THE DRAWING SECTION IN WHICH
  2. ALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE
  3. DO NOT SCALE FROM DRAWINGS. ANY ACROSS-DIMENSIONS OR
  4. UNUSUAL CONDITIONS TO BE REFERENCED BY THE ARCHITECT
  5. GORT REFERENCES AND DIMENSIONS ARE INDICATED FOR
  6. REFERENCE ONLY

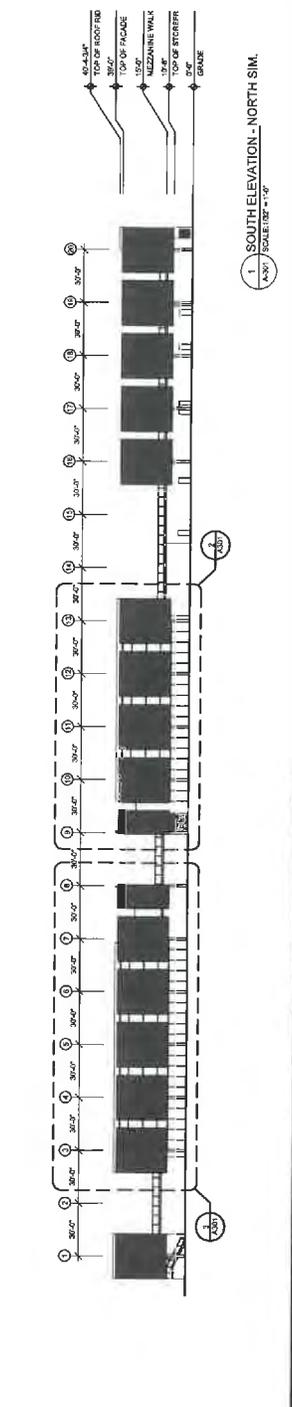
- KEYNOTES - ELEVATION**
1. PRE-ENGINEERED METAL BUILDING FRAME
  2. STRUCTURAL STEEL FRAMING
  3. CORRUGATED FRAMED INSULATION CORE METAL WALL PANEL
  4. CORRUGATED METAL WALL PANEL
  5. CORRUGATED METAL PANEL - PERFORATED
  6. CEMENT MASONRY UNIT
  7. STOREFRONT GLAZING
  8. OVERHEAD COILING DOOR
  9. PHOTOVOLTAIC PANELS
  10. METAL ROOF PANEL
  11. SOLATUBE
  12. ANODIZED ALUMINUM ROLLING WITH PERFORATED METAL INFILL PANEL
  13. STRUCTURAL STEEL WALKWAY DECK
  14. BUILT IN SEATING



3 SOUTH ELEVATION - POOL - NORTH SIM.  
 SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION - GYM - NORTH SIM.  
 SCALE: 1/8" = 1'-0"



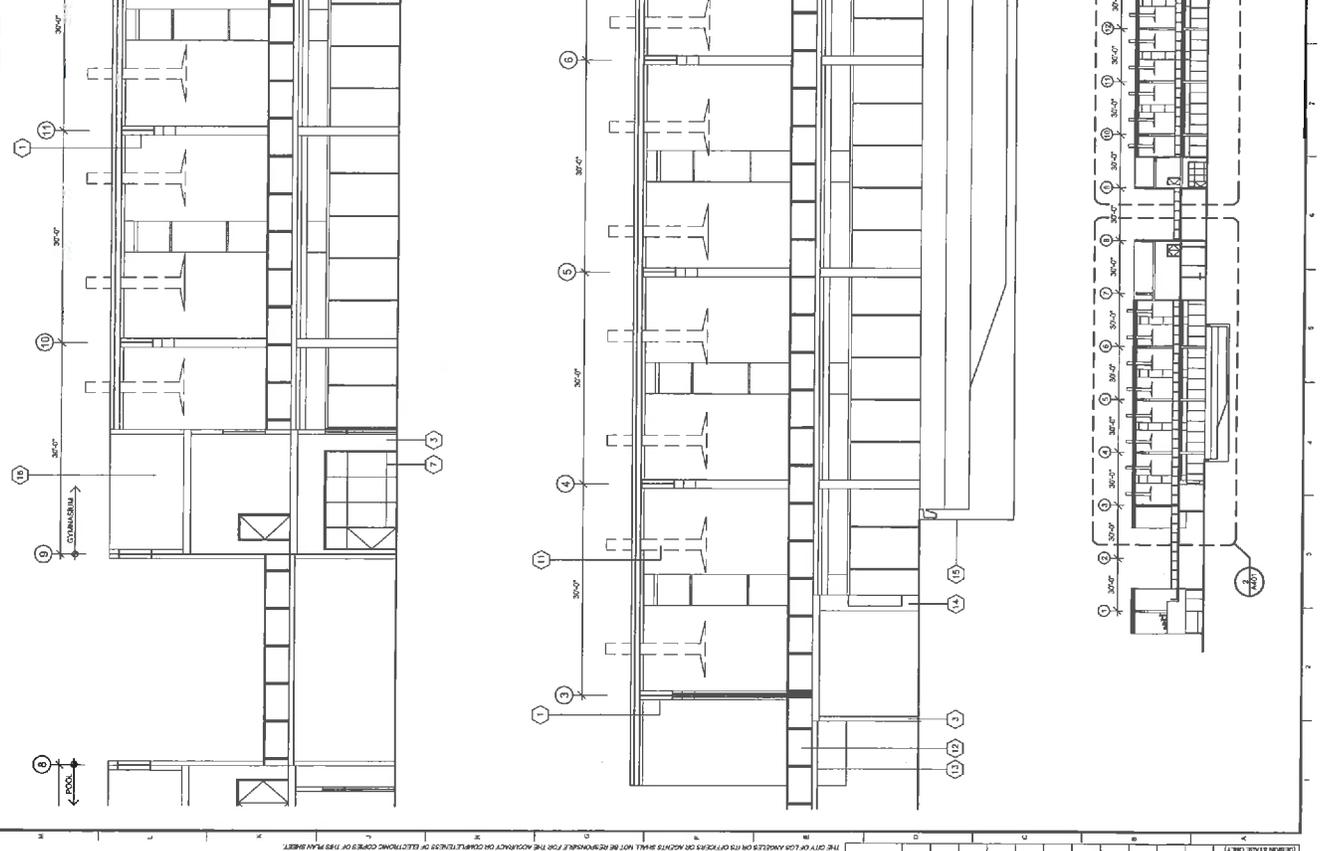
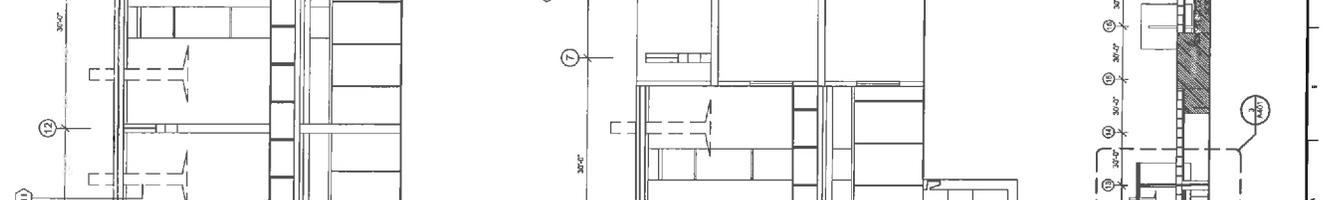
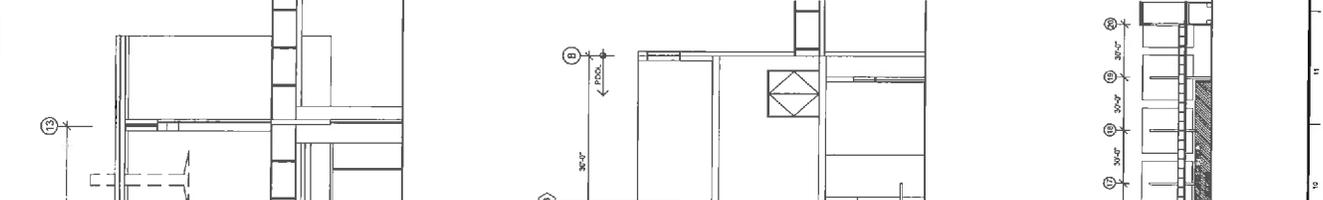
1 SOUTH ELEVATION - NORTH SIM.  
 SCALE: 1/8" = 1'-0"

	BUILDING NO.	INDEX NO.	APPROVED BY: MARCOO KAZDZIK, AIA, PRINCIPAL ARCHITECT CHECKED BY: DESIGNED BY: ARCHITECT: GARY LEE MOORE, PE, ENV SP ARCHITECTURAL DIVISION DATE:
	DATE: 8/18		
PROJECT: RANCHO OMEGA SPORTS COMPLEX ADDRESS: 5001 ROBOG ROAD LOS ANGELES, CA 90016		SHEET TITLE: SECTIONS SHEET NO.: 1 OF 1 DRAWING NO.: A-401 WORK NO.: 160070504 PLAN REVISION:	

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS GARY LEE MOORE, PE, ENV SP CITY ENGINEER

SCHMATIC DESIGN

- GENERAL NOTES**
- KEYNOTES ARE SPECIFIC TO THE DRAWING SECTION IN WHICH THEY APPEAR.
  - ALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.
  - UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.
  - UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.
  - UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.
- KEYNOTES - SECTION**
- PRE-ENGINEERED METAL BUILDING FRAME
  - STRUCTURAL STEEL FRAMING
  - CORRUGATED INSULATION CORE METAL WALL PANEL
  - CORRUGATED METAL WALL PANEL - PERFORATED
  - CERAMIC MASONRY UNIT
  - STRUCTURAL GLAZING
  - BLEACHERS
  - PHOTOVOLTAIC PANELS
  - METAL ROOF PANEL
  - SCAFFOLD
  - ANODIZED ALUMINUM RAILING WITH PERFORATED METAL INFILL PANEL
  - STRUCTURAL STEEL WALKWAY BOX
  - BUILT IN SEATING
  - POOL SHELL - SEE DRAWINGS BY POOL CONSULTANT
  - ROOF EQUIPMENT
  - CONCRETE FOOTING
  - WINDOW AS SCHEDULED
  - DOOR AS SCHEDULED



*Rancho Cienega Sports Complex*  
*GEO File No. 15-002*

*WO #: E1907694*

May 27, 2015

**APPENDIX B**

**Geotechnical Data Report by Willdan Geotechnical  
Dated April 28, 2015**

*Rancho Cienega Sports Complex  
GEO File No. 15-002*

*WO #: E1907694*

May 27, 2015

## **APPENDIX C**

**Geotechnical Data Report by City of Los Angeles, Department  
of General Services, Standards Division**

**CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
STANDARDS DIVISION**

**RANCHO CIENEGA SPORTS COMPLEX**

**LAB NO. 140-6036**

**W.O NO. E1907694  
MAY 2015**

**GEOTECHNICAL SERVICES FILE: 15-002**

CITY OF LOS ANGELES  
**DEPARTMENT OF GENERAL SERVICES**  
STANDARDS  
2319 DORRIS PLACE  
LOS ANGELES, CA 90031  
(213) 485-2242  
fax (213) 485-5075

Lab. No.: 140-6036

Received: 04-15-15

Reported: 05-15-15

TO: Gary L. Moore, City Engineer.  
Public Works / Bureau of Engineering

Attention: Christopher Johnson

Rancho Cienega Sports  
Complex

W.O.No. E1907664

File No. 15-002

**Report of**  
**SUBSURFACE INVESTIGATION**

Transmitted are the results of subsurface investigation performed by Standards on the above-named project as requested by the Geotechnical Engineering Group (GEO) of the Bureau of Engineering. The descriptions reported on the "Log of Test Boring" sheets are based on field identification procedures. The soil classification is based on the attached Unified Soils Classification System.

Three test borings were drilled on this project with a truck-mounted Central Mine Equipment Model-75HT drill rig using six-inch diameter conventional flight augers. There were no samples obtained and the main purpose of the investigation is to measure the groundwater depth in each boring 24 hours following completion of the drilling.

Geotechnical Engineering Group gave the Drilling Testing Request with the subsurface investigation to Standards on 04-15-15. Easton Forcier of your Bureau was notified at least 48 hours prior to the drilling operations. A boring location map is included in this report.

---

RAY H. SOLOMON, Director  
General Services/Standards

RHS:JV:PK:m



**Legend:**



● = Test Boring Location

**Test Hole No., Coordinates:**

- HSA-1, 34° 01' 21.20" North & 118° 21' 04.88" West
- HSA-2, 34° 01' 20.48" North & 118° 21' 01.29" West
- HSA-3, 34° 01' 19.87" North & 118° 21' 06.52" West

CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
STANDARDS DIVISION

TEST BORING  
LOCATION MAP  
& AERIAL PHOTO

L.A.B. NO. 140-6036  
DATE: 05-15-15  
Checked By: JV/KSN  
Sheet 1 of 1

W.O. NO. E1907694

PROJECT TITLE: Rancho Cienega Sports Complex

## KEY TO SYMBOLS

Symbol Description

### Strata symbols

-  AC pavement.
-  Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
-  Poorly graded sands or gravelly sands, little or no fines

### Misc. Symbols

-  Water table at boring completion
-  Water seepage

### Notes:

1. Three exploratory borings were drilled on 04/29/15 with a CME-75HT using 6" diameter conventional flight augers.
2. Free water was encountered during the drilling of this project.
3. Boring locations were provided by Geotechnical Engineering Group and verified by Standards.
4. Abbreviations used on logs:
 

N/o = north of	NCF = north curb face	NE = northeast
S/o = south of	SCF = south curb face	NW = northwest
E/o = east of	ECF = east curb face	SE = southeast
W/o = west of	WCF = west curb face	SW = southwest
CL = center line	PL = property line	
AC = asphalt concrete	PCC = Portland cement concrete	
OVA = organic vapor analyzer	LEL = lower explosive limit	
PPM = parts per million	HT = high torque	
5. The stratification lines indicated on the boring maps and profiles represent the approximate boundary between material types and the transition may be gradual.
6. The materials, boundaries, and conditions have been established only at the boring locations, and are not necessarily representative of subsurface conditions elsewhere across the site.

# UNIFIED SOIL CLASSIFICATION SYSTEM \*

MAJOR DIVISIONS		GROUP SYMBOLS	TYPICAL NAMES	
<b>COARSE GRAINED SOILS</b> <small>(More than 50% of material is LARGER than No.200 sieve size)</small>	<b>GRAVELS</b> <small>(More than 50% of coarse fraction is LARGER than the No.4 sieve size)</small>	<b>CLEAN GRAVELS</b> <small>(Little or no fines)</small>	 GW Well graded gravels, gravel-sand mixtures, little or no fines.	
		<b>GRAVELS WITH FINES</b> <small>(Appreciable amount of fines)</small>	 GP Poorly graded gravels or gravel-sand mixtures, little or no fines.	
		 GM Silt gravels, gravel-sand-silt mixtures.		
		 GC Clayey gravels, gravel-sand-clay mixtures.		
	<b>SANDS</b> <small>(More than 50% of coarse fraction is SMALLER than the No.4 sieve size)</small>	<b>CLEAN SANDS</b> <small>(Little or no fines)</small>	 SW Well graded sands, gravelly sands, little or no fines.	
		<b>SANDS WITH FINES</b> <small>(Appreciable amount of fines)</small>	 SP Poorly graded sands or gravelly sands, little or no fines.	
		 SM Silty sands, sand-silt mixtures.		
		 SC Clayey sands, sand-clay mixtures.		
		<b>FINE GRAINED SOILS</b> <small>(More than 50% of material is SMALLER than No.200 sieve size)</small>	<b>SILTS AND CLAYS</b> <small>(Liquid limit LESS than 50)</small>	 ML Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
				 CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
 OL Organic silts and organic silty clays of low plasticity.				
<b>SILTS AND CLAYS</b> <small>(Liquid limit GREATER than 50)</small>	 MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.			
	 CH Inorganic clays of high plasticity, fat clays.			
<b>HIGHLY ORGANIC SOILS</b>		 OH Organic clays of medium to high plasticity, organic silts.		
<b>HIGHLY ORGANIC SOILS</b>		 Pt Peat and other highly organic soils.		

**BOUNDARY CLASSIFICATIONS:** Soils possessing characteristics of two groups are designated by combinations of group symbols.

## P A R T I C L E   S I Z E   L I M I T S

SILT OR CLAY	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		
	No.200	No.40	No.10	No.4	3/4 in.	3 in.	12 in.
	U. S. S T A N D A R D   S I E V E   S I Z E						

\* Reference:  
 The Unified Soil Classification System, Corps of Engineers,  
 U.S. Army Technical Memorandum No. 3-367, Vol. I, March 1953.  
 (Revised April, 1960)

CITY OF LOS ANGELES  
**DEPARTMENT OF GENERAL SERVICES**  
 STANDARDS DIVISION  
 2319 DORRIS PLACE  
 LOS ANGELES CA 90031  
 (213) 485-2242





# LOG OF TEST BORING

**LAB. NO.:** 140- 6036      **PROJECT:** Rancho Cienega Sports Complex  
**BORING NO.:** HSA-3      **ELEVATION:** 104'      **DRILLING DATE:** 04-29-15  
**BORING COORDINATES.:** 34° 01' 19.87" North & 118° 21' 06.52" West  
**DRILL RIG TYPE:** CME-75HT using 6" conventional flights augers  
**DEPTH TO STANDING WATER:** None (initially)      **DEPTH TO WATER SEEPAGE:** None (initially)  
**DRILLER:** Cooksey      **LOGGER:** Roth      **ENGINEER:** None present

ELEVATION / DEPTH (ft)	SOIL SYMBOLS, SAMPLER SYMBOLS AND BLOWS/INCHES	USCS	Field Description
<div style="display: flex; flex-direction: column; align-items: center;"> <div style="margin-bottom: 10px;">0</div> <div style="margin-bottom: 10px;">100</div> <div style="margin-bottom: 10px;">5</div> <div style="margin-bottom: 10px;">95</div> <div style="margin-bottom: 10px;">10</div> <div style="margin-bottom: 10px;">90</div> <div style="margin-bottom: 10px;">15</div> <div style="margin-bottom: 10px;">85</div> <div style="margin-bottom: 10px;">20</div> <div style="margin-bottom: 10px;">80</div> <div style="margin-bottom: 10px;">25</div> <div style="margin-bottom: 10px;">75</div> <div style="margin-bottom: 10px;">30</div> <div style="margin-bottom: 10px;">70</div> <div style="margin-bottom: 10px;">35</div> <div style="margin-bottom: 10px;">65</div> </div>		<p>SP</p> <hr/> <p>ML</p>	<p>3" AC pavement in fair condition.                      Reddish brown poorly graded fine-medium sand with a trace of silt; moist.</p> <hr/> <p>Gray clayey silt with a trace of sand; moist.</p> <p>Soil color changed to dark gray at 17' depth.</p> <p style="text-align: center;">---                      Groundwater depth <math>\approx</math> 10' as of 5/5/15.                      ---</p>

*Rancho Cienega Sports Complex*  
*GEO File No. 15-002*

*WO #: E1907694*

May 27, 2015

## **APPENDIX D**

### **Liquefaction Triggering Analyses**









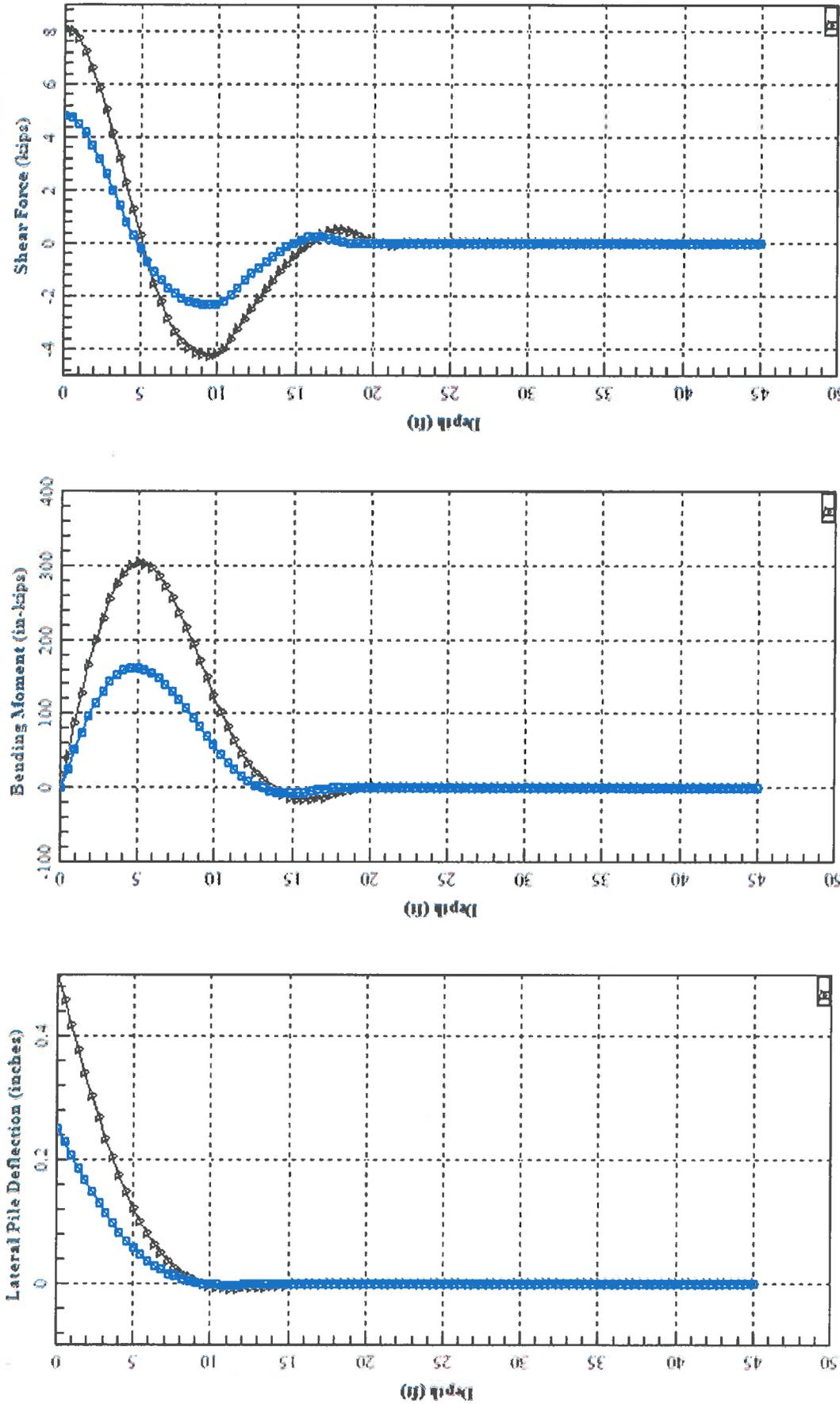
*Rancho Cienega Sports Complex  
GEO File No. 15-002*

WO #: E1907694

May 27, 2015

## **APPENDIX E**

### **Lateral Load Behavior of Driven Steel Piles**

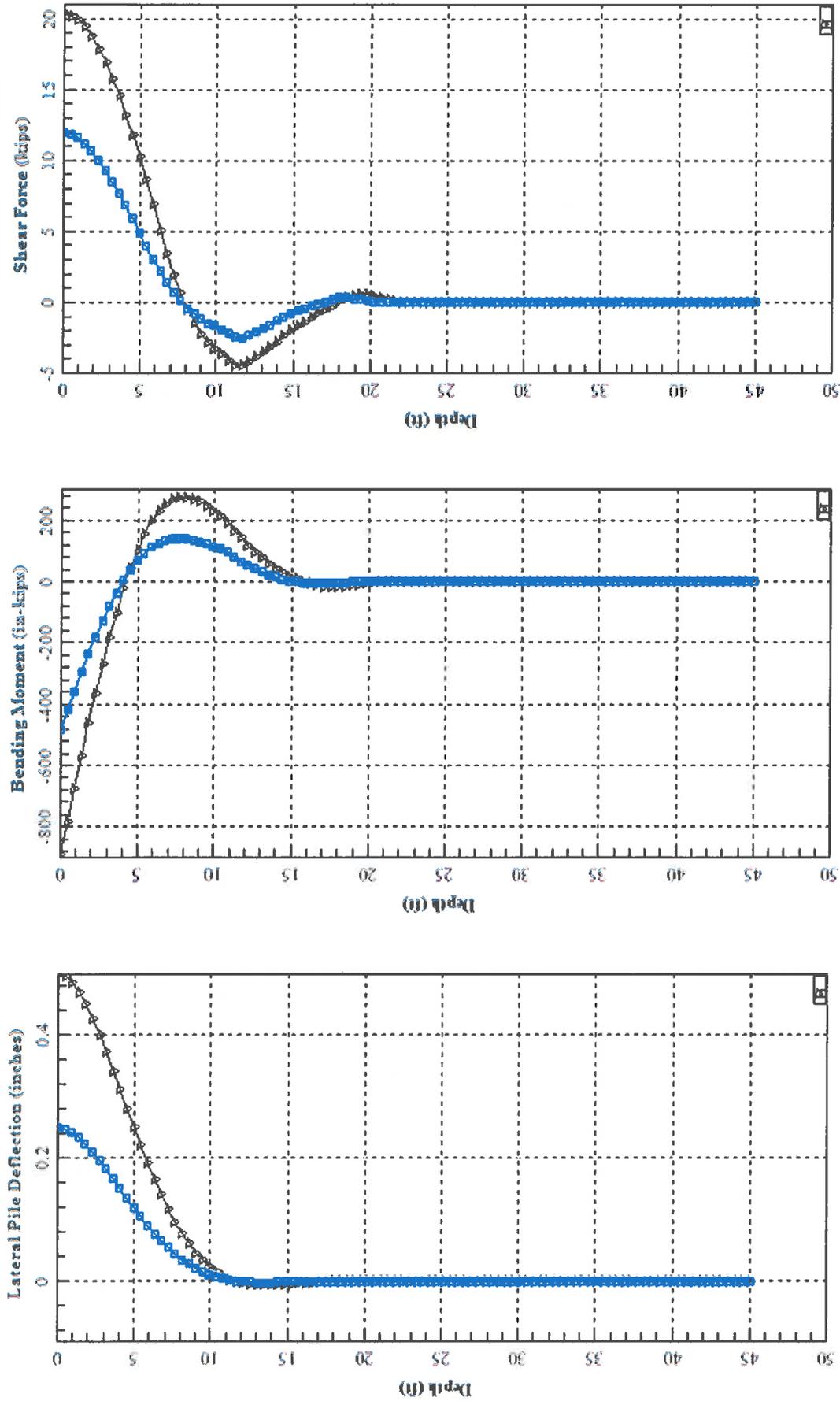


Results of LPILE Analysis for a HP 12x53 Driven Pile (Free Head)

Figure No.  
E-1

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

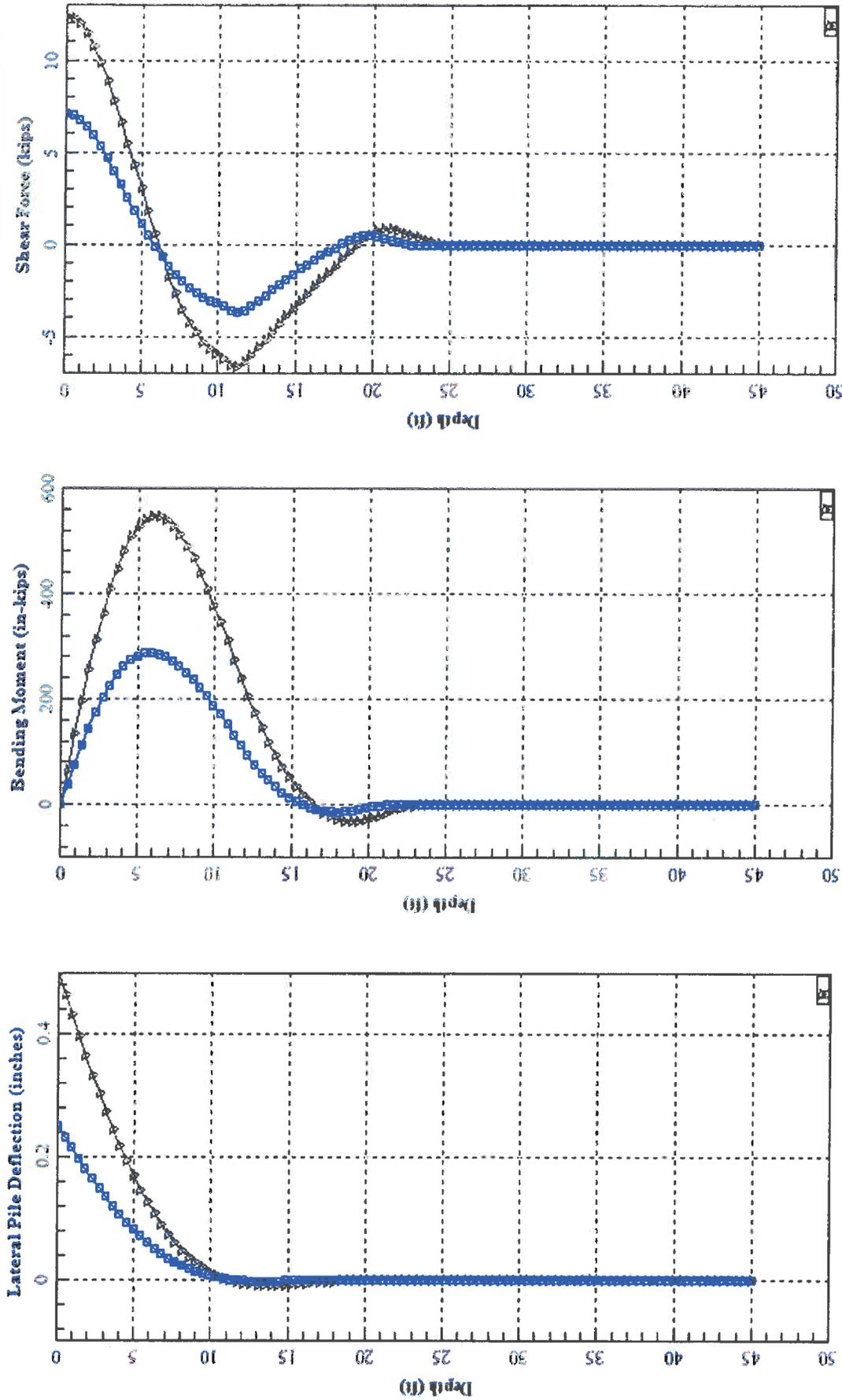


Results of LPILE Analysis for a HP 12x53 Driven Pile (Fixed Head)

Figure No.  
E-2

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

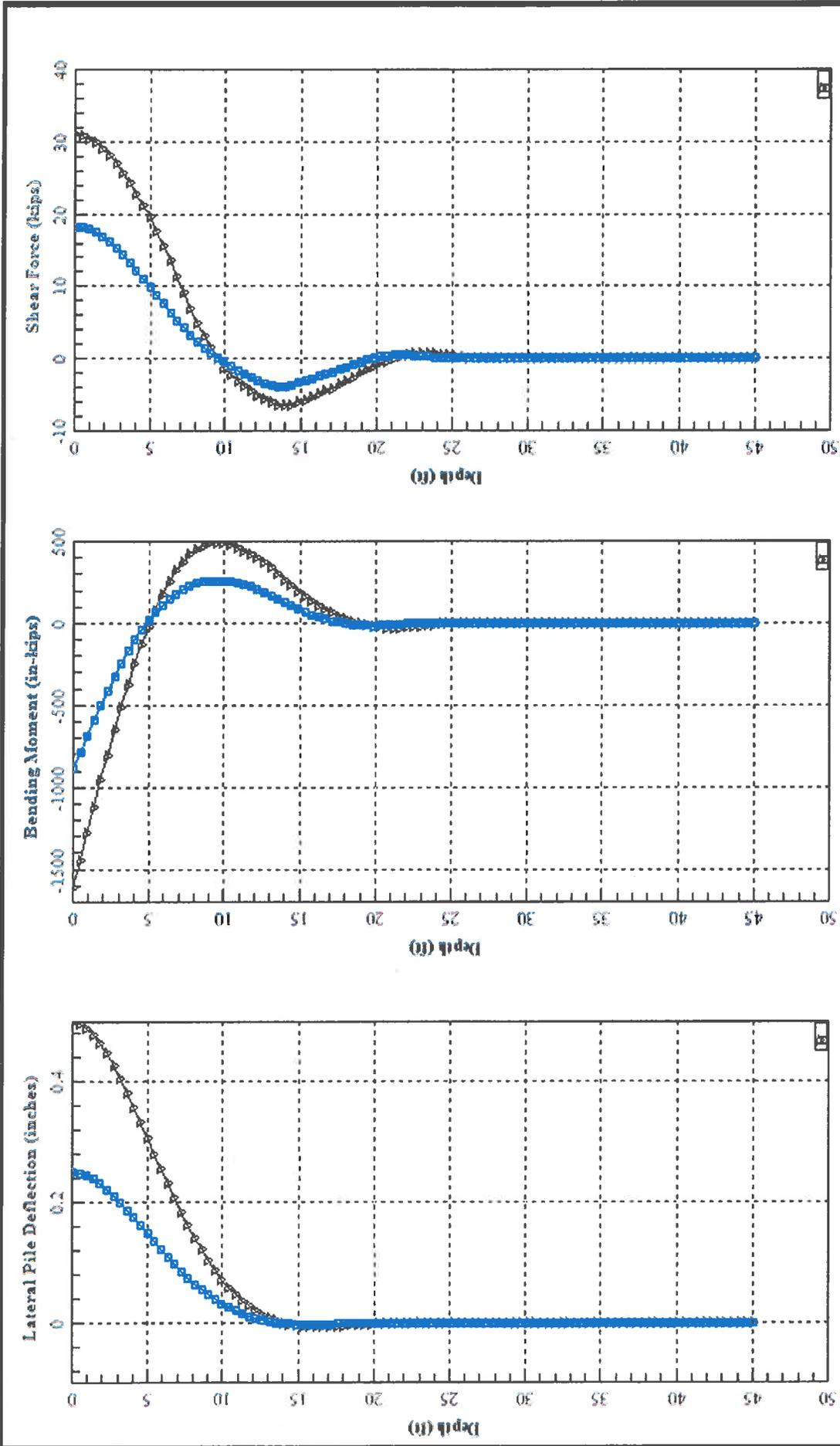


Results of LPILE Analysis for a HP 14x89 Driven Pile (Free Head)

Figure No.  
E-3

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

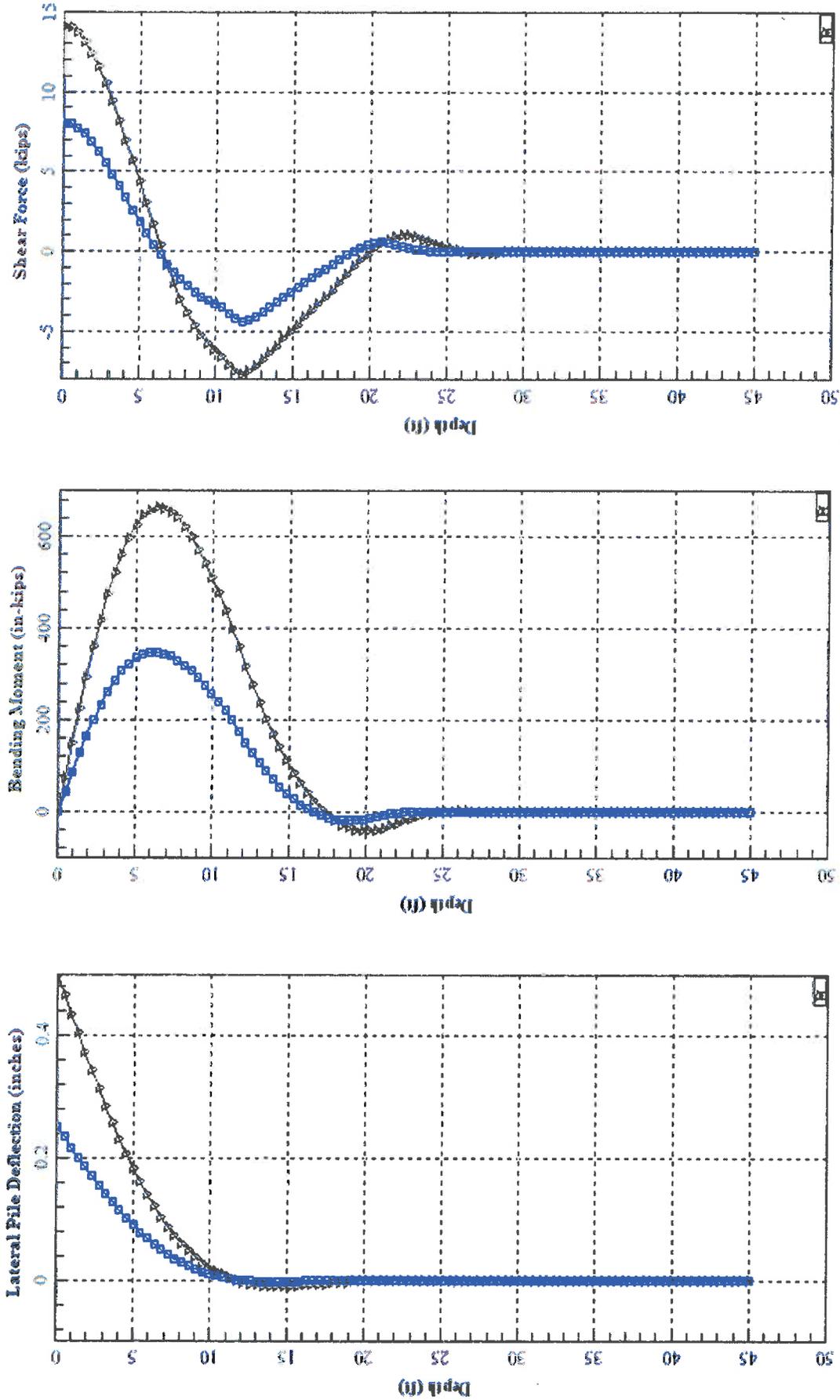


Results of LPILE Analysis for a HP 14x89 Driven Pile (Fixed Head)

Figure No.  
E-4

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA



Results of LPILE Analysis for a HP 14x117 Driven Pile (Free Head)

Figure No.  
E-5

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

# Results of LPILE Analysis for a HP 14x17 Driven Pile (Fixed Head)

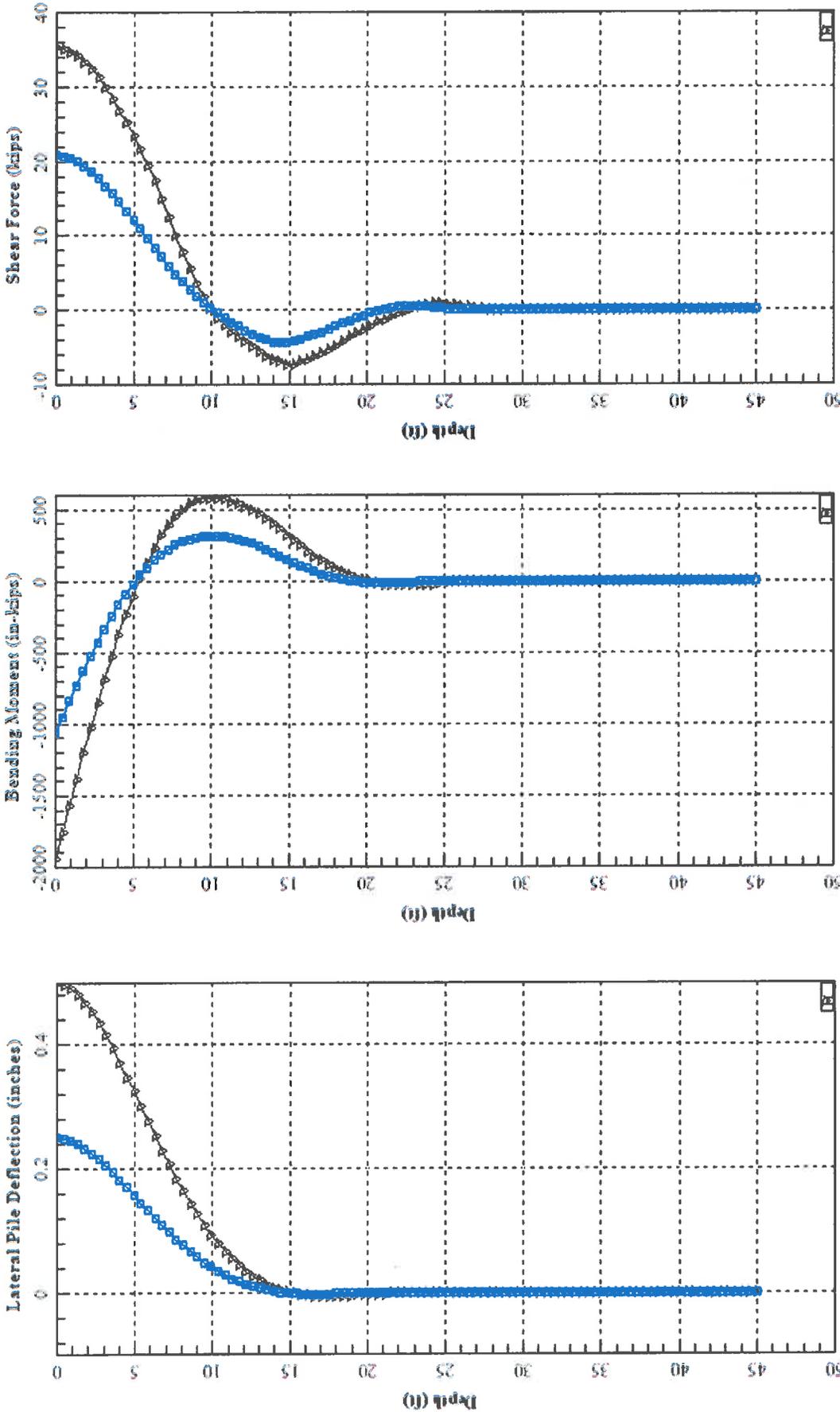
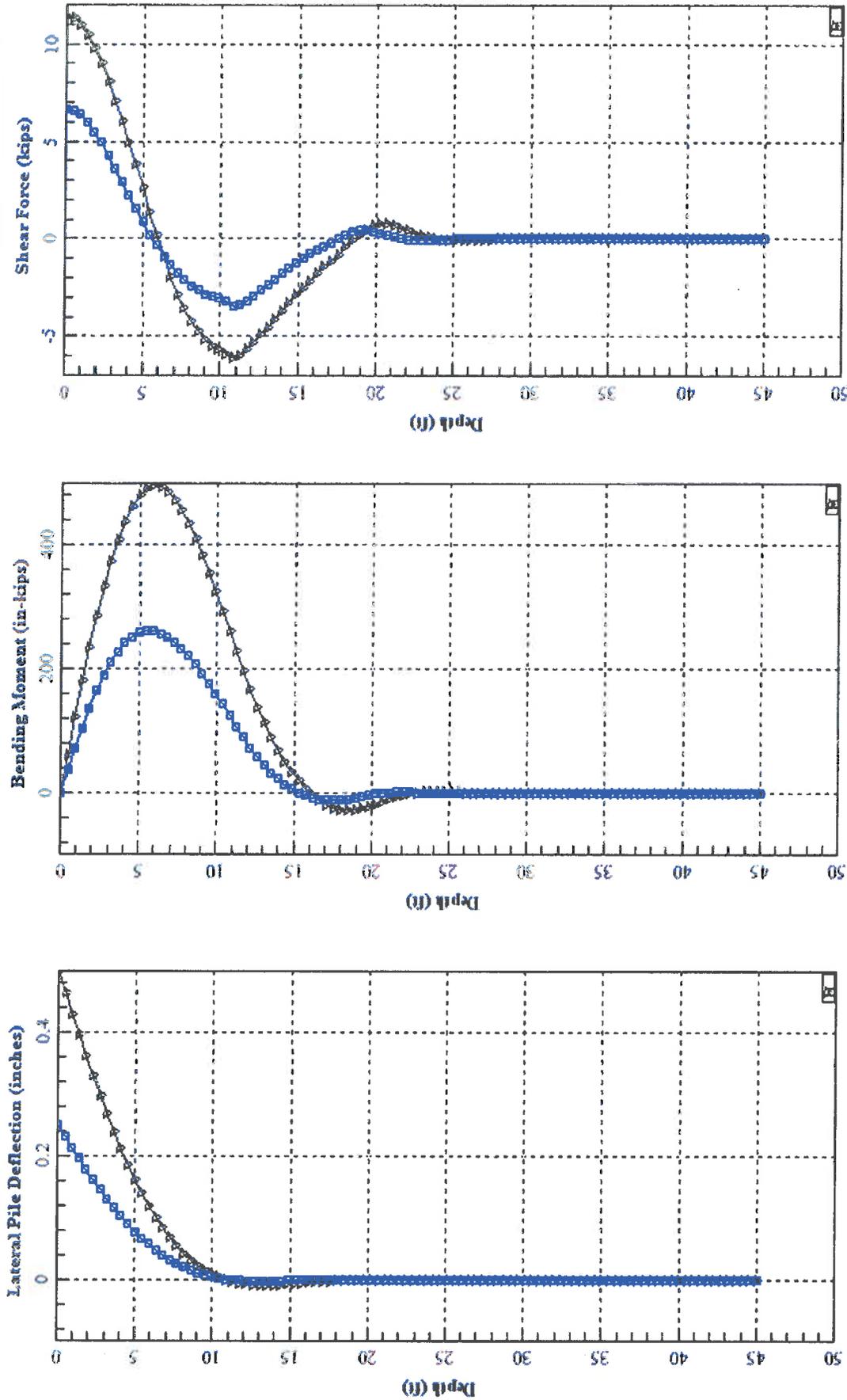


Figure No.  
E-6

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA



Results of LPILE Analysis for a PP 12.75x0.375 Driven Pile (Free Head)

Figure No.  
E-7

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

# Results of LPILE Analysis for a PP 12.75x0.375 Driven Pile (Fixed Head)

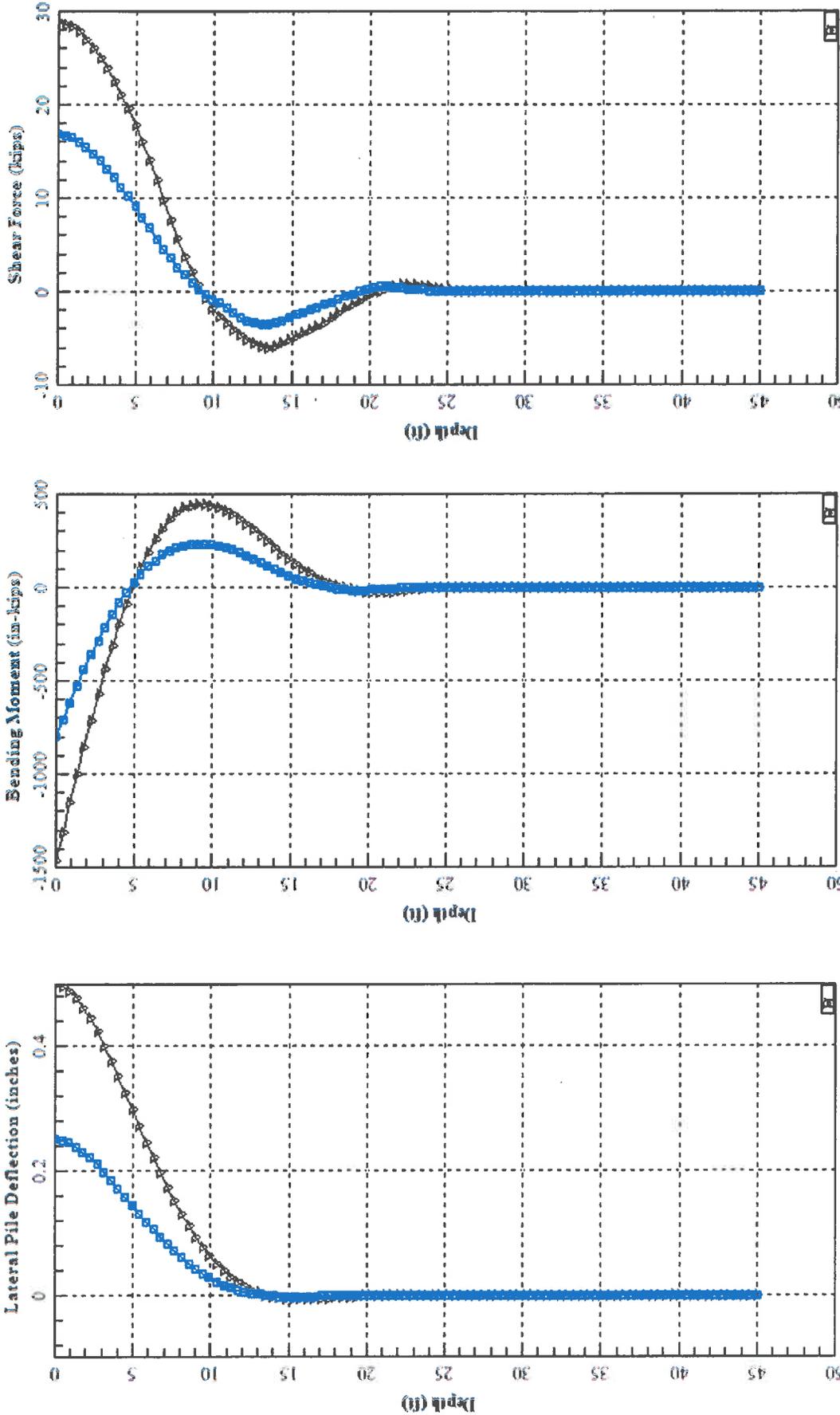
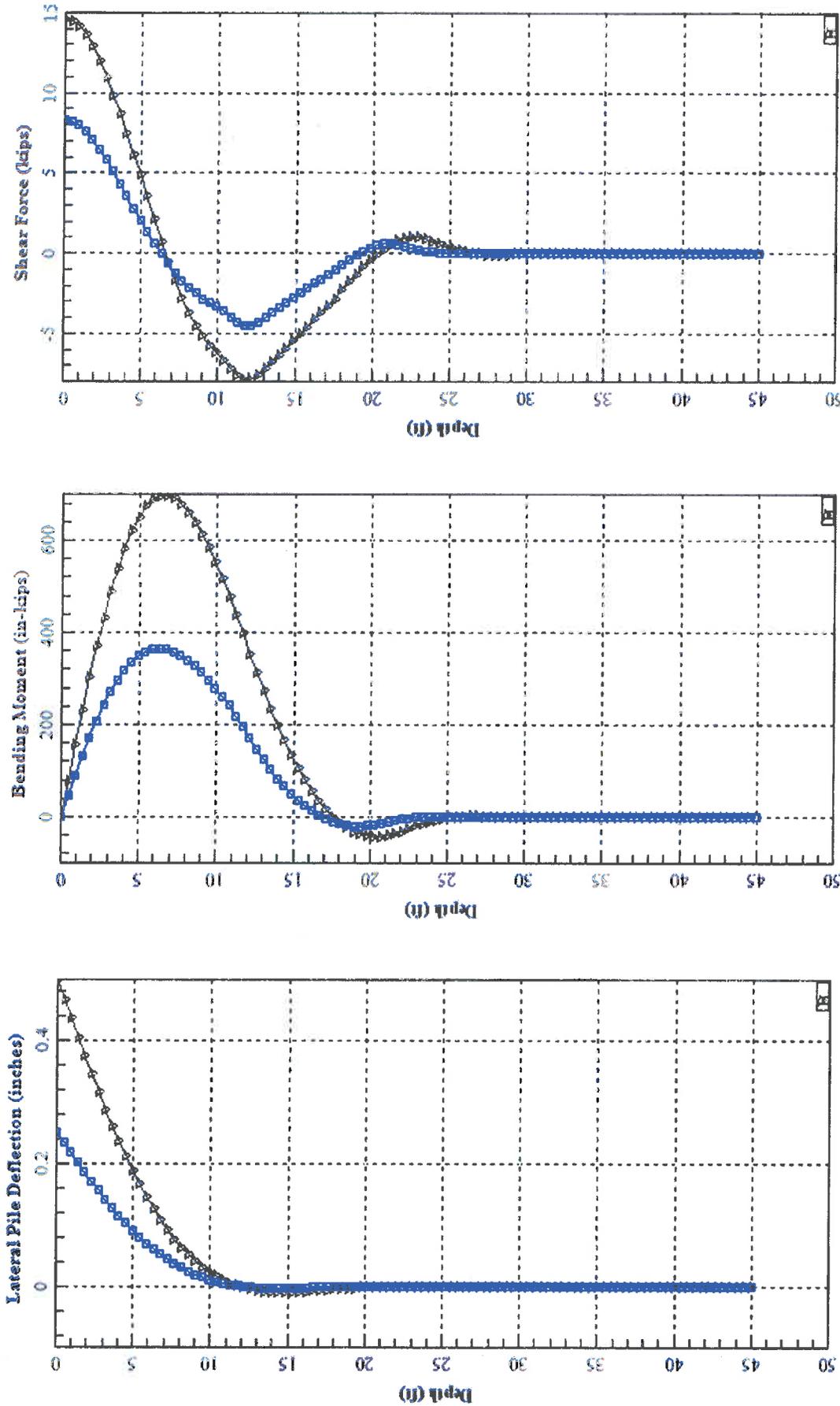


Figure No.  
E-8

BUREAU OF ENGINEERING  
 GEOTECHNICAL ENGINEERING GROUP (GEO)  
 GEO FILE No.: 15-015  
 MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
 5001 RODEO ROAD  
 LOS ANGELES, CALIFORNIA

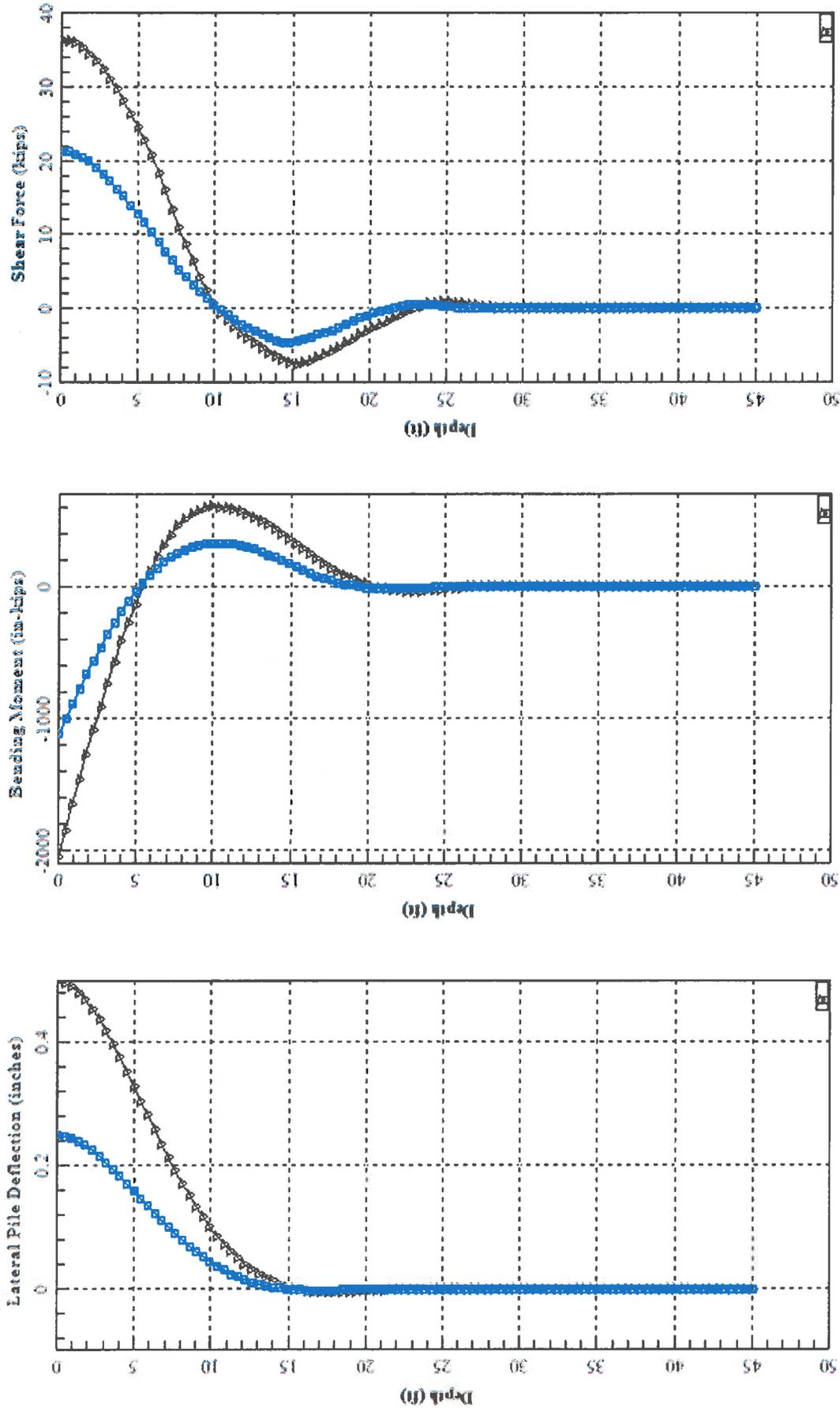


Results of LPILE Analysis for a PP 14x0.50 Driven Pile (Free Head)

Figure No.  
E-9

BUREAU OF ENGINEERING  
 GEOTECHNICAL ENGINEERING GROUP (GEO)  
 GEO FILE No.: 15-015  
 MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
 5001 RODEO ROAD  
 LOS ANGELES, CALIFORNIA

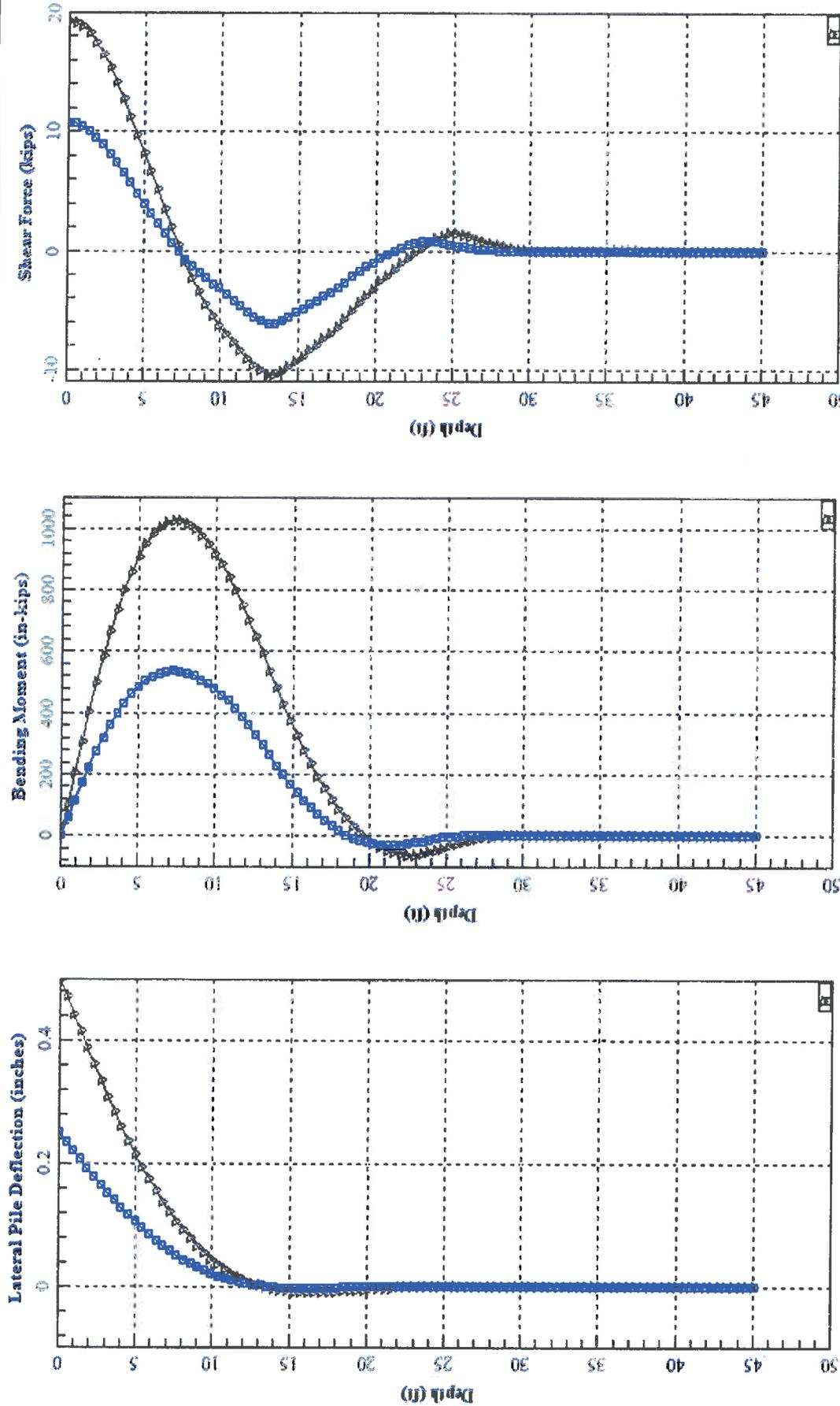


Results of LPILE Analysis for a PP 14x0.50 Driven Pile (Fixed Head)

Figure No.  
E-10

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA

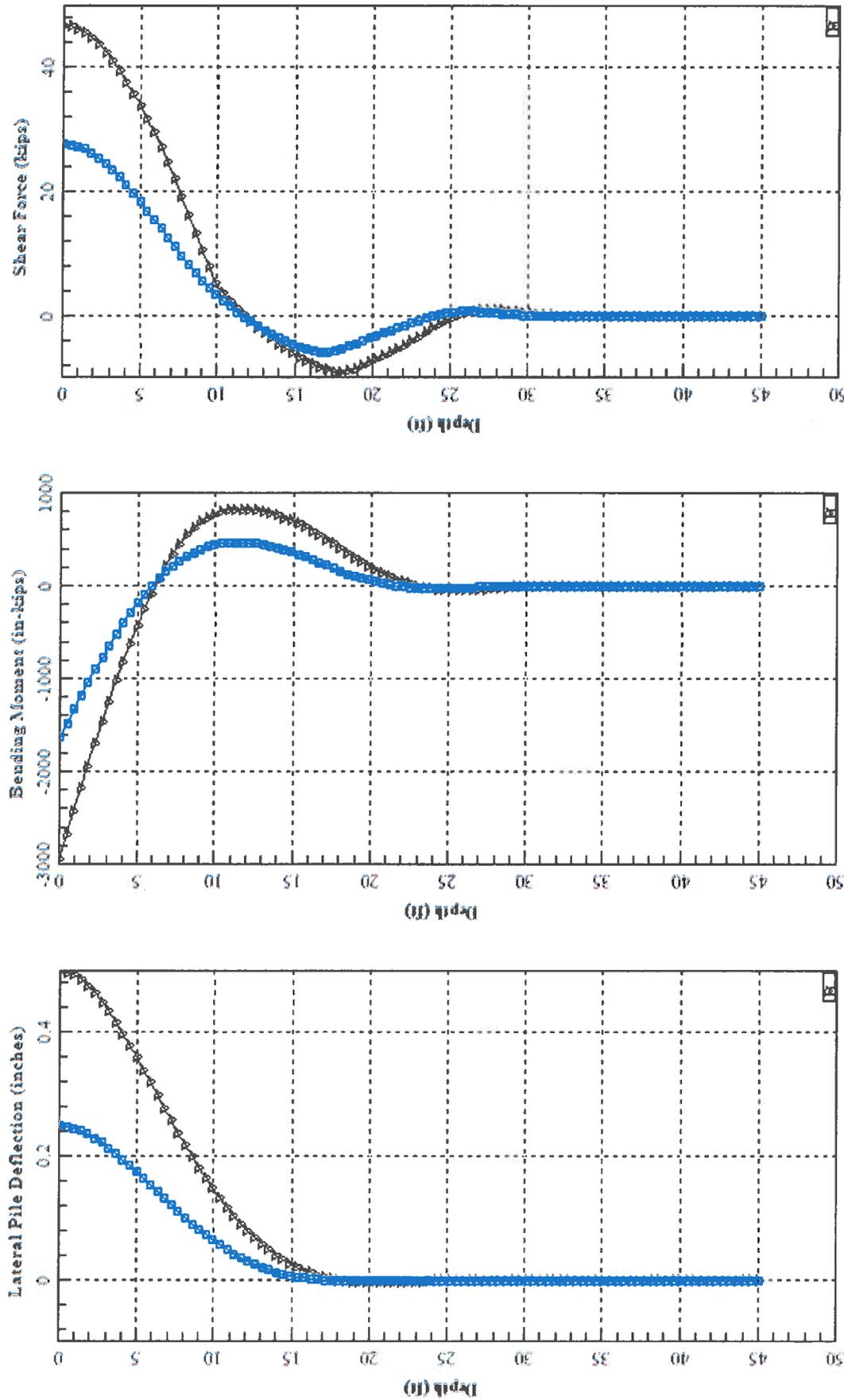


Results of LPILE Analysis for a PP 16x0.625 Driven Pile (Free Head)

Figure No.  
E-11

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA



Results of LPILE Analysis for a PP 16x0.625 Driven Pile (Fixed Head)

Figure No.  
E-12

BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP (GEO)  
GEO FILE No.: 15-015  
MAY 2015

RANCHO CIENEGA SPORTS COMPLEX  
5001 RODEO ROAD  
LOS ANGELES, CALIFORNIA



---

**APPENDIX E**  
**Noise and Vibration Impact Study**





# **RANCHO CIENEGA SPORTS COMPLEX NOISE AND VIBRATION IMPACT STUDY**

**Prepared for**

**AECOM**

**Prepared by**

**TERRY A. HAYES ASSOCIATES INC.**

**OCTOBER 2015**



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**TECHNICAL APPENDIX**

Appendix A Noise Data and Calculations

**1.0 SUMMARY OF FINDINGS**

Terry A. Hayes Associates Inc. (TAHA) completed a noise and vibration impact analysis for the Rancho Cienega Sports Complex Project (proposed project). The analysis assessed construction and operational impacts associated with the proposed project. Impact conclusions are shown in **Table 1-1**. With mitigation, the proposed project would result in less-than-significant impacts from noise and vibration.

<b>TABLE 1-1: SUMMARY OF IMPACT STATEMENTS</b>		
<b>Impact Statement</b>	<b>Proposed Project Level of Significance</b>	<b>Applicable Mitigation Measures</b>
Would the proposed project expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Less-than-Significant Impact With Mitigation	<b>N1</b> through <b>N9</b>
Would the proposed project expose people to or generate excessive ground-borne vibration or ground-borne noise levels?	Less-than-Significant Impact With Mitigation	<b>N7</b>
Would the proposed project create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Less-than-Significant Impact	None
Would the proposed project create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Less-than-Significant Impact	<b>N1</b> through <b>N9</b>
Would the proposed project expose people working or residing in the project area to excessive noise associated with an airport land use plan or within two miles of a public airport	No Impact	None
Would the proposed project expose people working or residing in the project area to excessive noise associated with a private airstrip	No Impact	None

**SOURCE:** TAHA, 2015.

**Mitigation Measures**

- N1** Construction equipment shall be properly maintained and equipped with mufflers.
- N2** The pile driver points of impact shall be equipped with a sound apron made of sound absorptive material or dampeners. As discussed in the *Federal Highway Administration Construction Noise Handbook*, sound aprons consist of sound absorptive mats hung from construction equipment or on frames attached to equipment.
- N3** Construction equipment shall have rubber tires instead of tracks.
- N4** Equipment shall be turned off when not in use for an excess of five minutes, except for equipment that requires idling to maintain performance.

- N5** A public liaison shall be appointed for project construction will be responsible for addressing public concerns about construction activities, including excessive noise. As needed, the liaison shall determine the cause of the concern (e.g., starting too early, bad muffler) and implement measures to address the concern.
- N6** The construction manager shall coordinate with the site administrator for Dorsey High School to schedule construction activity such that student exposure to noise is minimized.
- N7** Pile driving activity shall be limited to between 9:00 a.m. and 3:00 p.m.
- N8** The public shall be notified in advance of the location and dates of construction hours and activities.
- N9** As mandated in the *Los Angeles Municipal Code Section 41.40*, construction activities shall be prohibited between the hours of 9:00 p.m. and 7:00 a.m. when located within 500 feet of occupied sleeping quarters or other land uses sensitive to increased nighttime noise levels.

## **2.0 INTRODUCTION**

### **2.1 PURPOSE OF REPORT**

The purpose of this report is to evaluate the potential noise and vibration impacts associated with the proposed project.

### **2.2 PROJECT DESCRIPTION**

#### **2.2.1 Introduction**

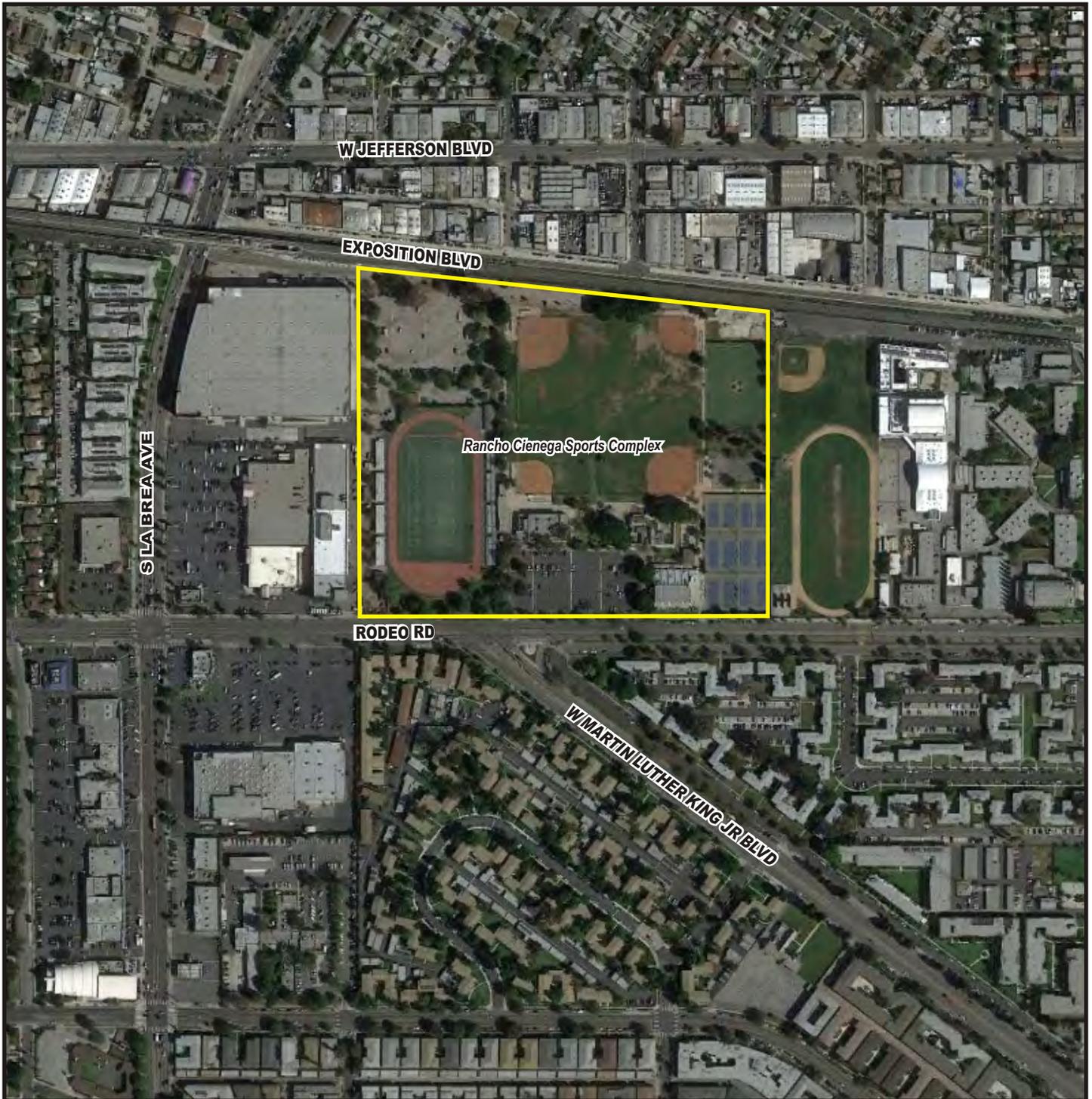
The proposed Rancho Cienega Sports Complex Project (proposed project) includes the development of a new sports complex in the City of Los Angeles Council District 10. The proposed project would construct a new 30,000 square-foot sports complex that would include a new indoor pool and bathhouse with a community room and weight room on the second floor; a new indoor gymnasium with office space, a running path, and a lookout deck on the second floor; a new tennis shop with restrooms and tennis overlook; a new stadium overlook with a concession stand, restrooms and a ticket office; and installation of new driveways and parking. The proposed project would also renovate the existing City of Los Angeles Department of Recreation and Parks (LARAP) maintenance yard and building. Other site improvements include upgrades to existing parking, security lighting, additional stormwater and drainage infrastructure, landscaping, and hardscaping.

#### **2.2.2 Location**

The project site is located at 5001 Rodeo Road in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The project site is bounded by the Los Angeles County Metropolitan Transportation Authority (Metro) Expo Line light rail transit system to the north (along Exposition Boulevard), Dorsey High School to the east, residential land uses to the south, and commercial uses to the west. Regional access to the project area is provided via Interstate 10 (I-10) and Interstate 405 (I-405). **Figure 2-1** shows the location of the project site.

#### **2.2.3 Setting**

The project site is currently developed as a sports complex. The existing complex contains a variety of facilities including a gymnasium, basketball courts, baseball diamond, child play area, community room, football field, handball courts, picnic tables, soccer field, skate park, and tennis courts. The sports complex also includes the Jackie Robinson Stadium, used for track and field events, concerts, and other special events, and the Celes King III Pool facility, an indoor year-round pool used for various pool programs. Vehicular access to the project site is provided via Rodeo Road on the south side and via Exposition Boulevard on the north side. The primary parking lot is located along the southern boundary adjacent to Rodeo Road. An additional overflow parking area is located in the northwest area of the complex. The area surrounding the project site is fully developed and highly urbanized, and characterized by single and multiple family residences, industrial uses, commercial uses, and public facilities. The properties to the north of the project site are developed with industrial uses; industrial and commercial uses are located to the west of the project site; and residential uses are located to the south and east of the project site.



LEGEND:

 Project Site

SOURCE: TAHA, 2015.

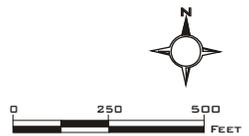


FIGURE 3-2

PROJECT LOCATION

## 2.2.4 Purpose

The overall purpose for the proposed project is to construct a community sports complex to better meet the community's recreational needs. The existing sports complex is insufficient to handle the current park programs due to its size and infrastructure. The gymnasium's aging infrastructure has become a maintenance concern. Additionally, the existing indoor pool (Celes King III Pool) no longer meets the standards for competition pools. The need for a fitness annex and multipurpose room has been made evident by the community's use of the existing childcare facility to accommodate those functions.

## 2.2.5 Proposed Project

The proposed project would be implemented in two phases. The components proposed to be implemented in each phase are described below. The detailed construction process and schedule for both phases is described in Subsection G, Project Construction. Figure 4 depicts the proposed project facilities.

### Phase 1

Phase 1 would include demolition of existing facilities, hazardous materials abatement, grading, pile installation, foundation construction, utility installations, building construction, parking lot grading, and landscape and site improvements. Phase 1 activities would occur in the south central portion of the project site and include the following:

- **Indoor Gymnasium:** Demolition of the existing gymnasium and construction of a new, approximately 24,000-square-foot indoor gymnasium east of the Jackie Robinson Stadium and north of the primary parking lot. The proposed indoor gymnasium would include office space, a running path, and a lookout deck on the mezzanine level, and a second floor walkway that would connect the proposed indoor gymnasium to the proposed indoor pool.
- **Indoor Pool and Multiuse Building:** Demolition of the existing restroom facilities and construction of a new, approximately 25,000-square-foot indoor pool and bathhouse facility in the central portion of the property adjacent to the existing childcare center and north of the proposed primary parking area. The new indoor pool facility would include a bathhouse, restrooms, lockers, and changing rooms on the ground floor, and a community room, weight room, and kitchen on the mezzanine level.
- **Tennis Shop/Overlook:** Demolition of the existing tennis shop located directly north of the Celes King III Pool, and construction of a new 1,900-square-foot tennis shop and restroom facility to the west of and adjacent to the existing tennis courts, and east of the existing childcare center. A new overlook would be constructed on the mezzanine level to provide a viewing area of the tennis courts.
- **Stadium Overlook/Concession Stand:** Construction of a new stadium overlook and concession stand east of and adjacent to the existing stadium. The facility would include a concession stand, restrooms, and a ticket office on the ground level, and a stadium overlook on the mezzanine level, totaling approximately 4,000 square feet.
- **Playground:** Demolition of the existing playground located between the existing childcare center and tennis courts, in order to accommodate the new tennis shop and restroom facility. A new playground would be constructed directly west of the proposed tennis shop.

- **Primary Parking Lot:** Grading of the existing parking lot located along Rodeo Road and driveway improvements.

## Phase 2

Phase 2 would include demolition of the concrete surrounding the existing LARAP maintenance building, hazardous materials abatement, grading for the parking lot and other site improvements, utility adjustments and upgrades, renovation of the existing maintenance yard and various site improvements, and installation of landscaping and hardscaping. The majority of the Phase 2 activities would occur in the western and northwestern portion of the project site, with some landscaping, storm drainage, and security lighting installed in the eastern portion of the project site. The Phase 2 components include the following:

- **LARAP Maintenance Yard and Refuse Collection Center:** Rehabilitation of the existing LARAP maintenance building and relocation of the LARAP maintenance yard adjacent to the northwest corner of the Jackie Robinson Stadium. A new maintenance yard and refuse collection center would be constructed adjacent to the rehabilitated LARAP maintenance building.
- **Northwestern Driveway:** Construction of a new driveway at the northwestern boundary of the project site. The driveway would extend towards Exposition Boulevard that currently ends at the parking lot on the northwestern part of the property.
- **Controlled Driveway:** Construction of a new controlled driveway at the southwest corner of the project site near the Jackie Robinson Stadium. The driveway would allow ingress/egress access from Rodeo Road when additional parking is required for special events or community programs. Bollards would be located at the driveway to prohibit access during normal operations.
- **Off-street Parking:** Installation of off-street parking along the western boundary of the project site, adjacent to the Jackie Robinson Stadium. Additional off-street parking would be installed along the northwestern boundary of the project site, adjacent to the new driveway and Metro Expo Rail Line. With installation of off-street parking, the overall number of parking spaces available in the park would remain the same as existing conditions (411 spaces) but would be reconfigured to allow for landscaping and parking lot improvements.
- **Overflow Parking/Multipurpose Field:** Alteration of the existing overflow parking lot in the northwestern portion of the project site to a new joint use overflow parking area and multipurpose field. Based on scheduling, the overflow parking area could be used as a multipurpose field for sporting events or for overflow parking.
- **Community Garden:** Construction of a one-acre community garden in the northwestern portion of the project site, north of Jackie Robinson Stadium and adjacent to the proposed overflow parking/multipurpose field.

### 2.2.6 Project Construction

The construction of the proposed project is anticipated to begin in fourth quarter 2016 and is expected to last for 2.5 years, ending in early 2019. Phase 1 activities would last approximately 17 months and Phase 2 activities would last approximately 10 months.

Construction of the proposed project would entail the delivery of building materials such as concrete, lumber, landscaping materials, etc. Construction staging of equipment and materials

would occur within a portion of the primary parking lot along Rodeo Road and the overflow parking lot at the rear of the complex off of Exposition Boulevard. Trucks delivering construction equipment and materials to the project site would travel from I-10, south on La Brea Avenue and east on Rodeo Road to the project site. Alternatively, trucks carrying demolition debris from the project site would travel from the project site, west on Rodeo Road, and north on La Brea Avenue to I-10. Construction workers would park in the rear parking lot off of Exposition Boulevard to ensure parking is available for park patrons.

Project construction would occur Monday through Friday between the hours of 7:00 a.m. and 9:00 p.m., although daily construction would not likely occur after 6:00 p.m. If necessary, construction would occur between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays and National Holidays. There would be no construction activities on Sundays and no construction would occur during prohibited hours.

### **2.2.7 Operation and Maintenance**

Operation and maintenance would be the responsibility of LARAP. LARAP would be responsible for continuing to maintain the complex, including the new indoor pool and indoor gymnasium. Following construction, the number of staff would remain the same as existing conditions with 20 staff for the gymnasium and childcare center, 20 staff for the pool facility, and 10 maintenance staff.<sup>1</sup>

As the proposed project would update existing facilities at the sports complex, no additional parking would be required for project operations. Off-street parking areas would be installed along the northwestern boundary of the project site. However, the overall number of parking spaces available in the park would remain the same as existing conditions (411 spaces) but would be reconfigured to allow for landscaping and parking lot improvements. When the new multipurpose field is used for parking during special events, an additional 88 spaces would be available to park patrons, for a total of 499 parking spaces in the overall park. The complex would typically operate Mondays through Saturdays from 7:30 a.m. to 5:00 p.m. Special events, such as football games, would extend the operating schedule to 10:00 p.m. up to 25 times a year.

### **2.2.8 Project Actions and Approvals**

The proposed project would require approval by the City of Los Angeles Board of Public Works and City Council. Additional anticipated approvals or permits for the proposed project include, but are not limited to, the following:

- State Water Resources Control Board/Los Angeles Regional Water Quality Control Board project review and National Pollutant Discharge Elimination System General Construction Permit, as applicable;
- City of Los Angeles Department of Building and Safety, building and grading permits and review of import/export routes (haul routes);
- City of Los Angeles Department of Transportation, Traffic Control Plan review; and
- City of Los Angeles Department of Recreation and Parks, project and design review.

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<sup>1</sup> Staff numbers are based on increased need during summer.

### 3.0 NOISE & VIBRATION

This section describes the characteristics of noise and vibration, discusses the applicable regulatory framework, defines the existing setting, and evaluates noise and vibration levels associated with the proposed project.

#### 3.1 NOISE AND VIBRATION CHARACTERISTICS AND EFFECTS

##### 3.1.1 Noise

###### Characteristics of Sound

Sound is technically described in terms of the loudness (amplitude) and frequency (pitch).<sup>2</sup> The standard unit of measurement for sound is the decibel (dB). The human ear is not equally sensitive to sound at all frequencies. The A-weighted scale, abbreviated dBA, reflects the normal hearing sensitivity range of the human ear. On this scale, the range of human hearing extends from approximately 3 to 140 dBA. **Figure 3-1** provides examples of A-weighted noise levels from common sounds.

###### Noise Definitions

This noise analysis discusses average sound levels in terms of Equivalent Noise Level ( $L_{eq}$ ) and Day-night Noise Level ( $L_{dn}$ ).

**Equivalent Noise Level ( $L_{eq}$ ).**  $L_{eq}$  is the average sound level for any specific time period, on an energy basis. The  $L_{eq}$  for one hour is the energy average noise level during the hour. The average noise level is based on the energy content (acoustic energy) of the sound.  $L_{eq}$  can be thought of as the level of a continuous noise which has the same energy content as the fluctuating noise level.  $L_{eq}$  is expressed in units of dBA.

**Day-night Noise Level ( $L_{dn}$  or DNL).**  $L_{dn}$  is a 24-hour  $L_{eq}$ , or the energy-averaged result of 24 one-hour  $L_{eq}$ , except that the nighttime hours (10:00 p.m. to 6:00 a.m.) are assessed a 10-dBA penalty. This penalty accounts for the fact that nighttime noise levels are potentially more disturbing than equal daytime noise levels.

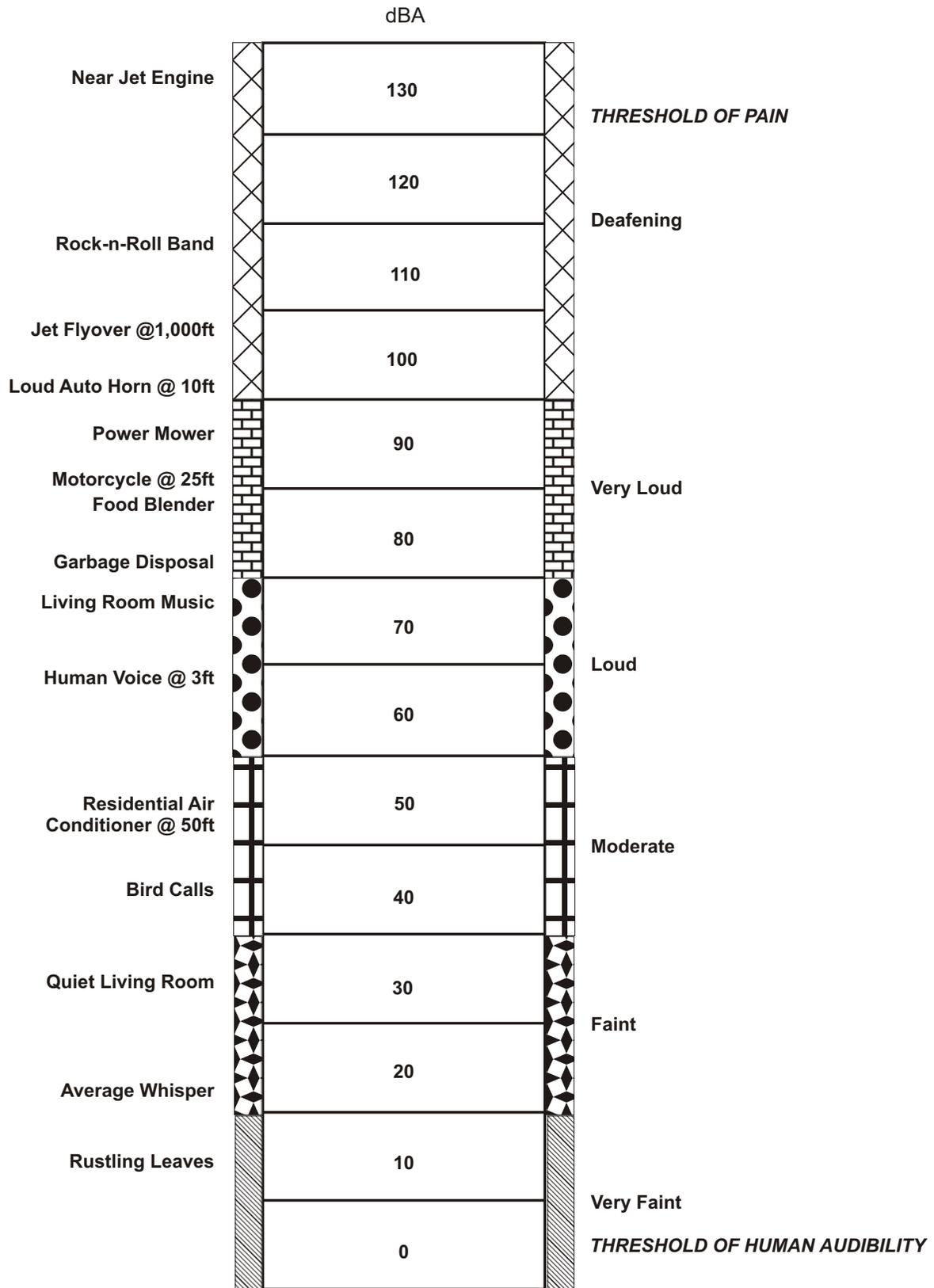
###### Effects of Noise

Noise is generally defined as unwanted sound. The degree to which noise can impact the human environment ranges from levels that interfere with speech and sleep (annoyance and nuisance) to levels that cause adverse health effects (hearing loss and psychological effects). Human response to noise is subjective and can vary greatly from person to person. Factors that influence individual response include the intensity, frequency, and pattern of noise, the amount of background noise present before the intruding noise, the nature of work or human activity that is exposed to the noise source.

###### Audible Noise Changes

Studies have shown that the smallest perceptible change in sound level for a person with normal hearing sensitivity is approximately 3 dBA. A change of at least 5 dBA would be noticeable and may evoke a community reaction. A 10-dBA increase is subjectively heard as a doubling in loudness and would likely cause a community response.

<sup>2</sup>California Department of Transportation, *Technical Noise Supplement*, November 2009.



SOURCE: Cowan, James P., *Handbook of Environmental Acoustics*

FIGURE 3-1

A-WEIGHTED DECIBEL SCALE

Noise levels decrease as the distance from the noise source to the receiver increases. Noise levels generated by a stationary noise source, or “point source,” will decrease by approximately 6 dBA over hard surfaces (e.g., pavement) and 7.5 dBA over soft surfaces (e.g., grass) for each doubling of the distance. For example, if a noise source produces a noise level of 89 dBA at a reference distance of 50 feet, then the noise level would be 83 dBA at a distance of 100 feet over hard surface from the noise source, 77 dBA at a distance of 200 feet, and so on. Noise levels generated by a mobile source will decrease by approximately 3 dBA over hard surfaces and 4.5 dBA over soft surfaces for each doubling of the distance.

Generally, noise is most audible when traveling by direct line-of-sight.<sup>3</sup> In urban environments, barriers, such as walls, berms, or buildings, are often present, which breaks the line-of-sight between the source and the receiver, greatly reducing noise levels from the source since sound can only reach the receiver by bending over the top of the barrier (diffraction). However, if a barrier is not high or long enough to break the line-of-sight from the source to the receiver, its effectiveness is greatly reduced. In situations where the source or the receiver is located 3 meters (approximately 10 feet) above the ground, or whenever the line-of-sight averages more than 3 meters above the ground, sound levels would be reduced by approximately 3 dBA for each doubling of distance.

### 3.1.2 Vibration

#### Characteristics of Vibration

Vibration is an oscillatory motion through a solid medium in which the motion’s amplitude can be described in terms of displacement, velocity, or acceleration. Vibration can be a serious concern, causing buildings to shake and rumbling sounds to be heard. In contrast to noise, vibration is not a common environmental problem. It is unusual for vibration from sources such as buses and trucks to be perceptible, even in locations close to major roads. Some common sources of vibration are trains, buses on rough roads, and construction activities, such as rock blasting, pile driving, and heavy earth-moving equipment.

#### Vibration Definitions

There are several different methods that are used to quantify vibration. The peak particle velocity (PPV) is defined as the maximum instantaneous peak of the vibration signal. The PPV is most frequently used to describe vibration impacts to buildings and is usually measured in inches per second. The root mean square (RMS) amplitude is most frequently used to describe the effect of vibration on the human body. The RMS amplitude is defined as the average of the squared amplitude of the signal. Decibel notation (Vdb) is commonly used to measure RMS. The Vdb acts to compress the range of numbers required to describe vibration.<sup>4</sup>

#### Effects of Vibration

High levels of vibration may cause physical personal injury or damage to buildings. However, vibration levels rarely affect human health. Instead, most people consider vibration to be an annoyance that may affect concentration or disturb sleep. In addition, high levels of vibration may damage fragile buildings or interfere with equipment that is highly sensitive to vibration (e.g., electron microscopes).

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<sup>3</sup>Line-of-sight is an unobstructed visual path between the noise source and the noise receptor.

<sup>4</sup>Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*, May 2006.

## Perceptible Vibration Changes

In contrast to noise, vibration is not a phenomenon that most people experience every day. The background vibration velocity level in residential areas is usually 50 Vdb RMS or lower, well below the threshold of perception for humans which is around 65 Vdb RMS.<sup>5</sup> Most perceptible indoor vibration is caused by sources within buildings, such as operation of mechanical equipment, movement of people, or slamming of doors. Typical outdoor sources of perceptible vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If the roadway is smooth, the vibration from traffic is rarely perceptible.

### 3.2 REGULATORY SETTING

#### 3.2.1 Noise

##### Federal

**United States Environmental Protection Agency (USEPA).** The Noise Control Act of 1972 established programs and guidelines to identify and address the effects of noise on public health, welfare, and the environment. In 1981, the USEPA determined that subjective issues such as noise would be better addressed at local levels of government, thereby allowing more individualized control for specific issues by designated federal, state, and local government agencies. Consequently, in 1982, responsibilities for regulating noise control policies were transferred to specific federal agencies, and state and local governments. However, noise control guidelines and regulations contained in the USEPA rulings in prior years remain in place.

**U.S. Department of Housing and Urban Development (HUD).** The HUD Noise Guidebook general policy establishes that responsible entities under 24 Code of Federal Regulations (CFR) Part 58 must take into consideration the noise criteria and standards in the environmental review process and consider ameliorative actions when noise sensitive land development is proposed in noise exposed areas. Responsible entities shall address deviations from the standards in their environmental reviews as required in 24 CFR Part 58.

Subpart B (Noise Abatement and Control) of 24 CFR Part 51 includes exterior noise standards for the construction of new buildings or other new facilities containing noise sensitive land uses. The proposed project is not considered a noise sensitive land use since it will involve the construction of sports and recreational facilities. Therefore, the HUD noise standards related to the construction of new sensitive land uses do not apply to the proposed project.

##### State

The State of California has adopted noise standards in areas of regulation not preempted by the federal government. State standards regulate noise levels of motor vehicles, sound transmission through buildings, occupational noise control, and noise insulation. State regulations governing noise levels generated by individual motor vehicles and occupational noise control are not applicable to planning efforts, nor are these areas typically subject to California Environmental Quality Act (CEQA) analysis.

##### Local

The City of Los Angeles has established policies and regulations concerning the generation and control of noise that could adversely affect its citizens and noise-sensitive land uses. Regarding construction, Section 41.40 (Noise Due to Construction, Excavation Work – When Prohibited) of

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<sup>5</sup>Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*, May 2006.

the Los Angeles Municipal Code (LAMC) states that no construction or repair work shall be performed between the hours of 9:00 p.m. and 7:00 a.m. on Monday through Friday since such activities would generate loud noises and disturb persons occupying sleeping quarters in any adjacent dwelling, hotel, apartment, or other place of residence. Further, no person, other than an individual home owner engaged in the repair or construction of his/her single-family dwelling, shall perform any construction or repair work of any kind or perform such work within 500 feet of land so occupied before 8:00 a.m. or after 6:00 p.m. on any Saturday, nor at any time on any Sunday or on a federal holiday. Under certain conditions, the City may grant a waiver to allow limited construction activities to occur outside of the limits described above.

LAMC Section 112.05 (Maximum Noise Level of Powered Equipment or Powered Hand Tools) specifies the maximum noise level of powered equipment or powered hand tools. Any powered equipment or hand tool that produces a maximum noise level exceeding 75 dBA at a distance of 50 feet is prohibited. However, this noise limitation does not apply where compliance is technically infeasible. Technically infeasible means the above noise limitation cannot be met despite the use of mufflers, shields, sound barriers and/or any other noise-reduction device or techniques during the operation of equipment.

**3.2.2 Vibration**

**Federal**

The Federal Transit Administration (FTA) has published guidance for assessing building damage impacts from vibration. **Table 3-1** shows the FTA building damage criteria for vibration. FTA has also established criteria related to vibration annoyance, which are shown in **Table 3-2**.

<b>TABLE 3-1: CONSTRUCTION VIBRATION DAMAGE CRITERIA</b>	
<b>Building Category</b>	<b>Peak Particle Velocity (inches per second)</b>
I. Reinforced-concrete, steel or timber (no plaster)	0.5
II. Engineered concrete and masonry (no plaster)	0.3
III. Non-engineered timber and masonry buildings	0.2
IV. Buildings extremely susceptible to vibration damage	0.12
<b>SOURCE:</b> FTA, <i>Transit Noise and Vibration Impact Assessment</i> , May 2006.	

<b>TABLE 3-2: CONSTRUCTION VIBRATION ANNOYANCE CRITERIA</b>			
<b>Land Use Category</b>	<b>Vibration Impact Level (VdB re micro-inch per second)</b>		
	<b>Frequent Events /a/</b>	<b>Occasional Events /b/</b>	<b>Infrequent Events /c/</b>
1. Buildings where vibration would interfere with interior operations.	65 /d/	65 /d/	65 /d/
2. Residences and buildings where people normally sleep.	72	75	80
3. Institutional land uses with primarily daytime use.	75	78	83
/a/ Frequent Events are defined as more than 70 vibration events of the same source per day. /b/ Occasional Events are defined as between 30 and 70 vibration events of the same source per day. /c/ Infrequent Events are defined as fewer than 30 vibration events of the same kind per day. /d/ This criterion limit is based on levels that are acceptable for most moderately-sensitive equipment such as optical microscopes. Vibration-sensitive manufacturing or research will require detailed evaluation to define the acceptable vibration levels. Ensuring lower vibration levels in a building often requires special design of the HVAC systems and stiffened floors. <b>SOURCE:</b> FTA, <i>Transit Noise and Vibration Impact Assessment</i> , May 2006.			

**State**

There are no adopted State vibration standards.

## Local

There are no adopted City of Los Angeles vibration standards.

### 3.3 EXISTING SETTING

#### 3.3.1 Existing Noise and Vibration Environment

To characterize the existing noise environment around the project site, ambient noise was monitored using a SoundPro DL Sound Level Meter on October 1, 2015, between 11:00 a.m. and 12:30 p.m. The detailed locations are shown in **Figure 3-2**. Measurements were taken for 15-minute periods at each site. As shown in **Table 3-3**, the existing ambient sound levels range between 57.4 and 72.0 dBA  $L_{eq}$ . Traffic was the primary source of noise at each site. Possible sources of vibration at the project site include the Metro Expo Line and truck traffic. Based on field visits, neither source generates perceptible vibration on the project site.

TABLE 3-3: EXISTING AMBIENT NOISE LEVELS		
Figure 3-2 Key	Noise Monitoring Location	Sound Level (dBA, $L_{eq}$ )
1	Residences at 3515 South La Brea Avenue	72.0
2	Rancho Cienega Sports Complex Childcare Center	57.4
3	Dorsey High School	66.8

SOURCE: TAHA, 2015.

#### 3.3.2 Sensitive Receptors

Sensitive receptors are locations where people reside or where the presence of unwanted sound could adversely affect the use of the land. They typically include residences, schools, hospitals, guest lodging, libraries, and some passive recreation areas. The project is located in an urban environment and many sensitive receptors are located near the construction zone as shown in **Figure 3-2**. Sensitive receptors in the vicinity of the proposed project site include Dorsey High School adjacent and to the east, residences directly to the south across Rodeo Road, and residences to the east across La Brea Avenue. The project site includes a childcare facility, which is open from 3:00 p.m. to the evening.

### 3.4 METHODOLOGY AND IMPACT CRITERIA

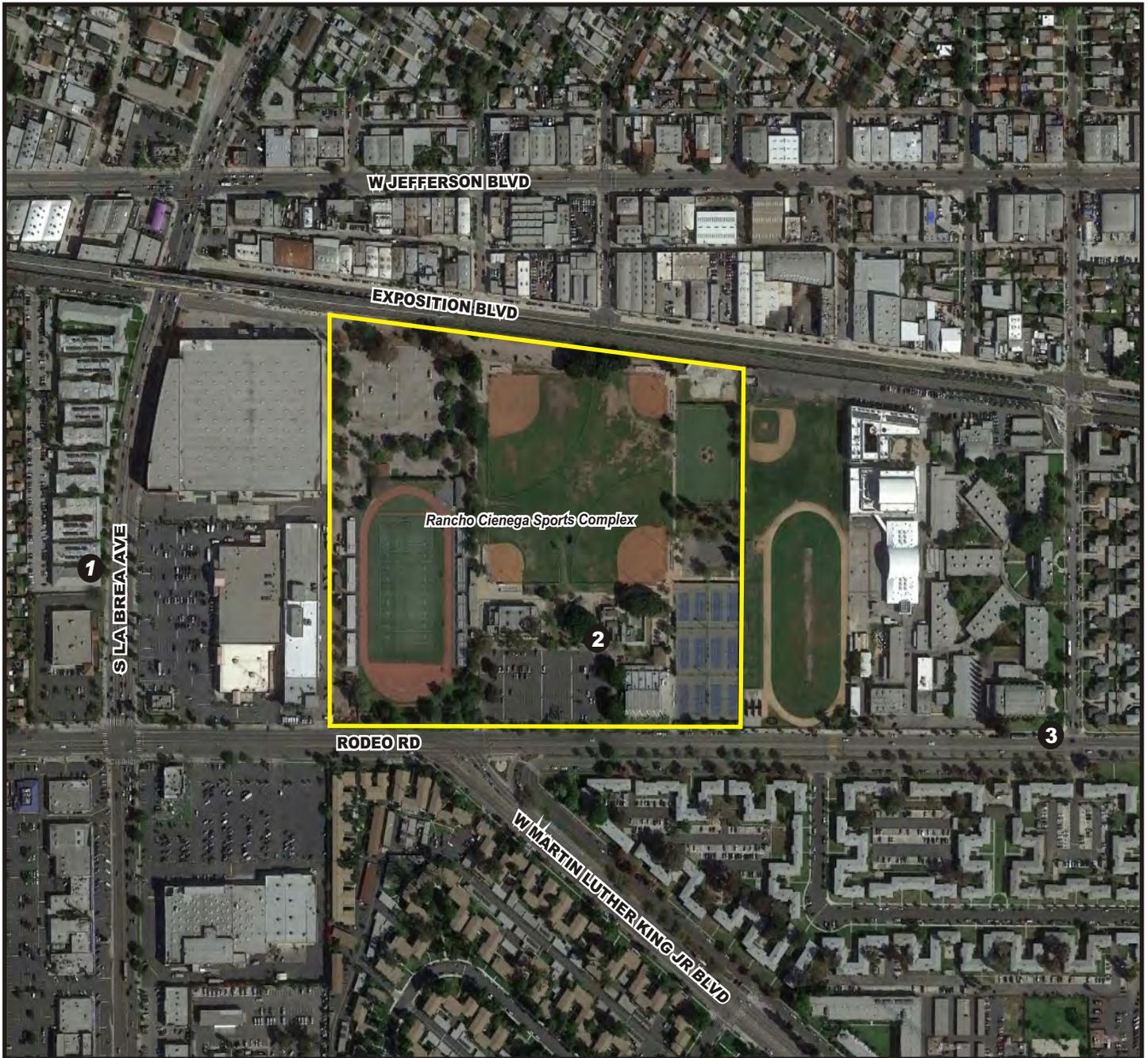
#### 3.4.1 Methodology

The noise and vibration analysis considers construction and operational sources. Construction noise levels were based on information obtained from USEPA. Noise levels associated with typical construction equipment were obtained from the Federal Highway Administration (FHWA) Roadway Construction Noise Model.<sup>6</sup> This model predicts noise from construction operations based on a compilation of empirical data and the application of acoustical propagation formulas. Maximum equipment noise levels were adjusted based on anticipated percent of use. Example equipment noise levels were estimated by making a distance adjustment to the construction source noise level. The methodology used for this analysis can be viewed in Section 2.1.4 (Sound Propagation) of the California Department of Transportation (Caltrans) Technical Noise Supplement.

Vibration levels generated by construction equipment were estimated using example vibration levels and propagation formulas provided by FTA.<sup>7</sup> The methodology used for the analysis can be viewed in Section 12.2 (Construction Vibration Assessment) of the FTA guidance.

<sup>6</sup>Federal Highway Administration, *Roadway Construction Noise Model*, Version 1.1, August 2006.

<sup>7</sup>Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*, May 2006.



LEGEND:

 Project Site

 Noise Monitoring Location

- 1. Residences at 3515 South La Brea Avenue
- 2. Rancho Cienega Sports Complex Child Care Center
- 3. Dorsey High School



SOURCE: TAHA, 2015.

FIGURE 3-2

NOISE MONITORING LOCATIONS

### 3.4.2 CEQA Significance Thresholds

The proposed project would not result in a substantial permanent increase in ambient noise levels or expose persons to excessive noise from public or private airports. Accordingly, this issue is not further analyzed for potential impacts.

In accordance with Appendix G of the State CEQA Guidelines, the proposed project would have a significant impact related to noise and vibration if it would:

- Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies;
- Expose people to or generate excessive ground-borne vibration or ground-borne noise levels;
- Create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project; and/or
- Create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

#### Construction Noise

Based on the LAMC, the proposed project would exceed the local standards and substantially increase temporary construction noise levels if:

- Construction activities would occur within 500 feet of a noise-sensitive use and outside the hours allowed in the LAMC. The allowable hours of construction in the LAMC include 7:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. on Saturday. No construction activity is allowed on Sundays or federal holidays; and/or
- Equipment noise levels would exceed 75 dBA  $L_{eq}$  at 50 feet unless technically infeasible.

#### Operational Noise

Based on the potential to generate a noticeable noise increase, as stated by the Caltrans and FTA, the proposed project would have a significant impact related to operational noise if:

- Operational activities would increase noise levels at sensitive receptors by 5 dBA CNEL.

#### Construction and Operational Vibration

The construction-related vibration analysis considers the potential for building damage and annoyance. Maximum vibration levels were assessed based on pile driving activity, which would be considered as an occasional event happening between 30 and 70 times in one day.

- Vibration levels would exceed 0.3 inches per second at engineered concrete and masonry buildings (e.g., typical residential buildings, schools, commercial centers); and/or
- Vibration levels associated with pile driving would exceed 75 VdB at residences or 78 VdB at Institutional land uses with primarily daytime use.

### 3.4.3 NEPA Impact Criteria

HUD, the federal lead agency, has established noise standards related to the siting of new sensitive land uses. These standards do not apply to existing sensitive land uses. In addition, the proposed project would not include construction of a new use considered sensitive to noise. Therefore, the determination of adverse noise effects is based on the local noise standards. The determination of adverse vibration effects is based in FTA guidance. The same methodology was used to determine the CEQA level of significance.

### 3.5 ENVIRONMENTAL IMPACTS

#### 3.5.1 Would the proposed project expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (*Less-than-Significant Impact With Mitigation*)

#### Impact Analysis

##### Construction

**Equipment.** Construction activity is anticipated to begin in fourth quarter 2016 and is expected to last for 2.5 years, ending in early 2019. It is estimated that approximately 45 construction personnel would be on-site per day during Phase 1 and approximately 29 during Phase 2. The LAMC allows construction activity to occur Monday through Friday between the hours of 7:00 a.m. and 9:00 p.m., although daily construction would not likely occur after 6:00 p.m. Construction would occur between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays and federal holidays. There would be no construction activities on Sundays, and no construction would occur during prohibited hours.

Typical noise levels from various types of equipment that may be used during construction are listed in **Table 3-4**. The table shows noise levels at distances of 50 and 100 feet from the construction noise source. Construction activities typically require the use of numerous pieces of noise-generating equipment. The noise levels shown in **Table 3-5** take into account that multiple pieces of construction equipment would be operating simultaneously. When considered as an entire process with multiple pieces of equipment, project-related activity (i.e., ground clearing and site preparation) would generate noise levels between 84 and 89 dBA  $L_{eq}$  at 50 feet.

<b>TABLE 3-4: NOISE LEVEL RANGES OF TYPICAL CONSTRUCTION EQUIPMENT</b>	
<b>Construction Equipment</b>	<b>Noise Level at 50 feet (<math>L_{eq}</math>, dBA)</b>
Backhoe (Skid Loader/Skip Loader)	73.6
Compactor	76.2
Concrete Mixer Truck	74.8
Concrete Pump Truck	74.4
Crane	72.6
Dump Truck	72.5
Excavator	76.7
Pile Driver	94.3
Roller	73.0
<b>SOURCE:</b> FHWA, <i>Roadway Construction Noise Model</i> , Version 1.1, 2008.	

<b>TABLE 3-5: TYPICAL OUTDOOR CONSTRUCTION NOISE LEVELS</b>	
<b>Construction Method</b>	<b>Noise Level at 50 feet (dBA, <math>L_{eq}</math>)</b>
Ground Clearing	84
Site Preparation	89
Foundations	78
Structural	85
Finishing	89
<b>SOURCE:</b> USEPA, <i>Noise from Construction Equipment and Operations, Building Equipment and Home Appliances</i> , PB 206717, 1971.	

A pile driver would be used for the installation of piles for the foundation of the building. Piles would be installed within the building footprint to an approximate depth of 35 feet. Pile driving would generate the highest noise levels of any construction equipment with a noise level of 94.3 dBA at 50 feet. Pile driving activity would be limited to the initial stages of Phase 1.

The impact analysis is based on the construction limits in the LAMC. Construction activity would comply with the allowable hours of construction in the LAMC, including 7:00 a.m. to 9:00 p.m. Monday through Friday, 8:00 a.m. to 6:00 p.m. on Saturday, and no construction activity on Sundays or federal holidays. The LAMC limits equipment noise levels to 75 dBA at 50 feet unless technically infeasible. Noise levels from individual pieces of equipment would typically range from 72.5 to 94.3 dBA  $L_{eq}$  at 50 feet. Unmitigated noise levels would typically exceed the allowable noise level stated in the LAMC. Therefore, without mitigation, the proposed project would result in a significant impact related to construction noise.

**Trucks.** In addition to on-site construction activities, noise would be generated off-site by construction-related trucks. A maximum of four daily truck trips would occur during the peak period of construction. A doubling of traffic volume is typically needed to audibly increase noise levels along a roadway segment. An additional four trucks per day would not double the volume on any roadway segment. It is not anticipated that off-site vehicle activity would audibly change average daily noise levels. Therefore, the proposed project would result in a less-than-significant impact related to construction-related off-site noise.

### **Operations**

Typical sources of noise for new projects include increased traffic, mechanical equipment, and parking lots. The proposed project would generate new traffic and there would be no increase in local traffic noise. In addition, activity associated with the proposed land uses would be inside the buildings, and would not include significant sources of stationary noise.

Two new surface parking lots would be constructed under the proposed project. One parking lot would be located on the northwest portion of the project site along Exposition Boulevard. Automobile movements would generate a noise level of approximately 58.1 dBA  $L_{eq}$  at a distance of 50 feet.<sup>8</sup> The nearest land use would be residences located approximately 600 feet to the west along La Brea Avenue. The existing noise level is approximately 72.0 dBA  $L_{eq}$  and the parking noise exposure would be 36.5 dBA  $L_{eq}$ . The increase in noise from this parking lot would be less than 1 dBA and would not be audible at any sensitive receptor.

Another parking lot would be located on the southwest portion of the project site along Rodeo Road. The nearest land use would be residences located approximately 100 feet to the south across Rodeo Road. The existing noise level is approximately 66.8 dBA  $L_{eq}$  and the parking noise exposure would be 52.0 dBA  $L_{eq}$ . The increase in noise from this parking lot would be less than 1 dBA and would not be audible at any sensitive receptor. Therefore, the proposed project would result in a less-than-significant impact related to parking noise.

### **Mitigation Measures:**

- N1** Construction equipment shall be properly maintained and equipped with mufflers.
- N2** The pile driver points of impact shall be equipped with a sound apron made of sound absorptive material or dampeners. As discussed in the *Federal Highway Administration Construction Noise Handbook*, sound aprons consist of sound absorptive mats hung from construction equipment or on frames attached to equipment.

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<sup>8</sup>The reference parking noise level is based on a series of noise measurements completed 50 feet from vehicles accessing a parking lot.

- N3** Construction equipment shall have rubber tires instead of tracks.
- N4** Equipment shall be turned off when not in use for an excess of five minutes, except for equipment that requires idling to maintain performance.
- N5** A public liaison shall be appointed for project construction will be responsible for addressing public concerns about construction activities, including excessive noise. As needed, the liaison shall determine the cause of the concern (e.g., starting too early, bad muffler) and implement measures to address the concern.
- N6** The construction manager shall coordinate with the site administrator for Dorsey High School to schedule construction activity such that student exposure to noise is minimized.
- N7** Pile driving activity shall be limited to between 9:00 a.m and 3:00 p.m.
- N8** The public shall be notified in advance of the location and dates of construction hours and activities.
- N9** As mandated in the *Los Angeles Municipal Code Section 41.40*, construction activities shall be prohibited between the hours of 9:00 p.m. and 7:00 a.m. when located within 500 feet of occupied sleeping quarters or other land uses sensitive to increased nighttime noise levels.

### Significance After Mitigation

**Construction.** Mitigation Measures **N1** through **N9** are designed to reduce construction noise levels. The equipment mufflers associated with Mitigation Measure **N1** would reduce construction noise levels by approximately 3 dBA. Mitigation Measure **N2** would reduce pile driving noise levels by at least 10 dBA. Mitigation Measures **N3** through **N9**, although difficult to quantify, would also reduce and/or control construction noise levels. Other measures included the following:

- Electric Equipment - Electric equipment would generate less noise than diesel equipment but is not widely available and the horsepower associated with electric equipment would not meet project requirements.
- Relocation - Removing the affected land uses from the construction zone would eliminate the impact. This measure would not be feasible due to the d associated cost of relocation.
- Window Retrofits - Retrofitting windows at affected land uses would reduce noise exposure. This measure would not be feasible due to the number of affected land uses and associated cost of retrofitting considering the temporary nature of the noise from construction.

Mitigation Measures **N1** through **N9** are feasible measures to control noise levels, including engine mufflers. With implementation of these feasible mitigation measures, and based on compliance with the LAMC, construction equipment noise would be mitigated to the greatest extent feasible. Therefore, the proposed project would result in a less-than-significant impact related to construction noise.

**Operations.** No significant impacts have been identified related to operational noise. Therefore, no mitigation measures are required.

**3.5.2 Would the proposed project expose people to or generate excessive ground-borne vibration or ground-borne noise levels? (Less-than-Significant Impact with Mitigation)****Impact Analysis****Construction**

Construction activity can generate varying degrees of vibration, depending on the procedure and equipment. Operation of construction equipment generates vibrations that spread through the

ground and diminish in amplitude with distance from the source. The effect on buildings located in the vicinity of a construction site often varies depending on soil type, ground strata, and construction characteristics of the receiver building(s). The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, and to slight damage at the highest levels. In most cases, the primary concern regarding construction vibration relates to damage.

**On-Site Equipment.** The FTA provides vibration levels for various types of construction equipment with an average source level reported in terms of velocity.<sup>9</sup> **Table 3-6** provides estimates of vibration levels for a wide range of soil conditions. The reference levels were used to estimate vibration levels at the sensitive receptors most likely to be impacted by equipment at each location of construction activity. Vibration levels are shown in **Table 3-7** and discussed in detail for each construction phase.

<b>TABLE 3-6: VIBRATION VELOCITIES FOR CONSTRUCTION EQUIPMENT</b>		
<b>Equipment</b>	<b>PPV at 25 feet (Inches/Second)</b>	<b>Approximate VdB at 25 feet /a/</b>
Large Bulldozer (excavator)	0.089	87
Loaded Trucks	0.076	86
Pile Driver (Impact)	0.644	104
Small Bulldozer	0.003	58

/a/ RMS velocity in decibels (VdB) related to 1 micro-inch/second.  
SOURCE: Federal Transit Authority, *Transit Noise and Vibration Impact Assessment*, May 2006.

<b>TABLE 3-7: ESTIMATED VIBRATION LEVELS</b>					
<b>Sensitive Receptor</b>	<b>Distance from Pile Driving Activity (Feet)</b>	<b>Vibration Level Phase 1 (Inches Per Second)</b>		<b>Vibration Level Phase 2 (Inches Per Second)</b>	
		<b>Inches/Second /a/</b>	<b>VdB</b>	<b>Inches/Second /a/</b>	<b>VdB</b>
Multi-Family Residences to the South	300	0.0155	72 /b/	0.0021	55 /b/
Multi-Family Residences to the Southwest	450	0.0084	66 /b/	0.0012	49 /b/
Dorsey High School Track	500	0.0072	65 /c/	0.0010	48 /c/
Dorsey High School Nearest Classroom	800	0.0036	59 /c/	0.0005	42 /c/

/a/ Engineered concrete and masonry (no plaster) building damage impact criterion is 0.3 inches per second.  
/b/ The applicable annoyance impact criterion for residences experiencing frequent events (i.e., over 70 vibration events from the same source per day) is 75 VdB.  
/c/ The applicable annoyance impact criterion for institutional land uses experiencing frequent events (i.e., over 70 vibration events from the same source per day) is 78 VdB.  
SOURCE: TAHA, 2015.

The maximum vibration levels would be generated during pile driving activity. Vibration levels would be approximately 0.644 inches per second and 104 VdB at 25 feet. The nearest off-site sensitive land use would be approximately 300 feet to the south across Rodeo Road. Pile driving vibration levels would be 0.0155 inches per second and 72 VdB. These levels would be below the significance thresholds of 0.3 inches per second and 75 VdB. In addition, as shown in **Table 3-7**, vibration levels would not exceed the significance thresholds at any other off-site sensitive land uses, including Dorsey High School.

<sup>9</sup>Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*, May 2006.

The project site includes a childcare facility that would be adjacent to construction activity. Vibration levels would exceed the annoyance and building damage thresholds during pile driving activity and the use of heavy-equipment during the construction of the gymnasium and multi-use facility. These vibration levels would be detrimental to the health of the children. Therefore, without mitigation, the proposed project would result in a significant impact related to construction vibration.

**Off-Site Trucks.** In addition to on-site construction activities, construction trucks on the roadway network have the potential to expose vibration-sensitive land uses located near the proposed project access route. As shown in **Table 3-6**, loaded trucks generate vibration levels of 0.076 inches per second at a distance of 25 feet. Rubber-tired vehicles, including trucks, do not generate significant roadway vibrations that can cause building damage. It is possible that trucks would generate perceptible vibration at sensitive receptors adjacent to the roadway. However, these would be transient and instantaneous events typical to the roadway network. This level of activity is not considered substantial enough to generate a vibration annoyance. Therefore, construction truck activity would result in a less-than-significant impact related to vibration.

### **Operations**

The primary sources of proposed project operational-related vibration would include vehicles traveling to the project site for events and recreational activities. Vehicular movements would generate similar vibration levels as existing traffic conditions. The proposed project would not introduce any significant stationary sources of vibration, including mechanical equipment that would be perceptible at sensitive receptors. Therefore, operational activity would result in a less-than-significant impact related to vibration.

### **Mitigation Measures**

Refer to Mitigation Measure **N7**.

### **Significance After Mitigation**

Mitigation Measure **N7** requires that the childcare facility close during pile driving activity. This would prevent children from being exposed to excessive vibration levels. Therefore, with mitigation, the proposed project would result in a less-than-significant impact related to construction vibration.

### **3.5.3 Would the proposed project create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Less-than-Significant Impact)**

#### **Impact Analysis**

As discussed in Section 3.5.1, above, the proposed project would not generate new traffic or include a significant source of mechanical equipment noise. In addition, new surface parking lots would not audibly increase noise levels at any sensitive receptor. Therefore, the proposed project would result in a less-than-significant impact related to operational noise.

#### **Mitigation Measures**

No impacts have been identified related to permanent noise levels, and no mitigation measures are required.

**3.5.4 Would the proposed project create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Less-than-Significant Impact with Mitigation)****Impact Analysis**

As discussed in Section 3.5.1, sensitive receptors around the construction zone would experience increased noise levels associated with construction. Construction noise impacts would be temporary in nature, but equipment noise levels would exceed the 5 dBA significance threshold at the multi-family residence to the south and southwest. Therefore, without mitigation, the proposed project would result in a significant noise impact related to temporary and periodic construction activity.

**Mitigation Measures**

Refer to Mitigation Measures **N1** through **N9**, above.

**Significance After Mitigation**

Based on compliance with the LAMC, construction equipment noise would be mitigated to the greatest extent feasible. The implementation of Mitigation Measures **N1** through **N9** would reduce noise impacts to less-than-significant.

**3.5.5 Would the proposed project expose people working or residing in the project area to excessive noise associated with an airport land use plan or within two miles of a public airport? (No Impact)****Impact Analysis**

The project site is not located within an airport land use plan. The nearest airport to the project site is the Santa Monica Municipal Airport, located approximately five miles to the west. Due to the distance from the nearest airport, the proposed project would not expose people working or residing in the project area to excessive noise. Therefore, no impact would occur.

**Mitigation Measures**

No impacts have been identified related to permanent noise levels, and no mitigation measures are required.

**3.5.6 Would the proposed project expose people working or residing in the project area to excessive noise associated with a private airstrip? (No Impact)****Impact Analysis**

The project site is not located near a private airstrip. Therefore, no noise impacts to people working or residing in the project area would occur.

**Mitigation Measures**

No impacts have been identified related to private airport noise levels, and no mitigation measures are required.

### **3.6 CUMULATIVE IMPACTS**

All related projects would be 0.25 miles or further from the proposed project. Noise generated by the proposed project would not be audible at related project sites. Similarly, vibration generated by the proposed project would not be perceptible at related project sites. There is no potential for the project and related projects to combine to increase noise or vibration levels. The proposed project would not generate new vehicle trips to and from the site, or significant change permanent noise or vibration levels in the project area. Therefore, the proposed project would not contribute to a cumulative noise or vibration impact.

### **3.7 NEPA ANALYSIS**

HUD noise standards are related to the construction of a new noise-sensitive land use or the rehabilitation of an existing noise-sensitive land use. The proposed project would not include a noise-sensitive land use. Potential adverse noise effects have been based on local standards. FTA standards have been used to determine potential adverse effects for vibration. In addition, HUD guidelines encourage the use of quieter construction equipment and methods in population centers. The same methodology was used to determine the CEQA level of significance. As discussed above, Mitigation Measures **N1** through **N7** would ensure that the proposed project would not result in adverse noise or vibration effects.

#### **4.0 REFERENCES**

California Department of Transportation, *Technical Noise Supplement*, November 2009.

Federal Highway Administration, *Roadway Noise Construction Model*, Software Version 1.1.

Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*, May 2006.

Los Angeles Municipal Code, Section 112.05 (*Maximum Noise Level of Powered Equipment or Powered Hand Tools*), adopted through June 30, 2015.

Los Angeles Municipal Code, Section 41.40 (*Noise Due to Construction, Excavation Work – When Prohibited*), adopted through June 30, 2015.

United States Department of Housing and Urban Development, *24 CFR B Noise Abatement and Control*, April 1, 2013

United States Department of Housing and Urban Development, *HUD Noise Guidebook*, March 2009.

United States Environmental Protection Agency, *Noise from Construction Equipment and Operations, Building Equipment and Home Appliances*, PB 206717, 1971.

# APPENDIX A

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## Noise Data and Calculations

Vibration Annoyance Analysis

Receptor	Distance (feet)	Vibration Level at Receptor Phase 1 (VdB)	Vibration Level at Receptor Phase 2 (VdB)
Multi-Family Residences to the South	300	72	55
Multi-Family Residences to the Southwest	450	66	49
Dorsey High School Track	500	65	48
Dorsey High School Nearest Classroom	800	59	42

**Equation:**  $L_v(D) = L_v(25 \text{ ft}) - 30 \log(D/25)$

**D** = Distance (feet)

**L<sub>v</sub>(D)** = Vibration Level

Equipment Reference VdB	
Large Bulldozer	87
Loaded Trucks	86
Pile Driver (Impact)	104
Small Bulldozer	58

Source: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*, May 2006.

Vibration Damage Analysis

Receptor	Distance (feet)	Vibration Level Phase 1 (Inches Per Second)	Vibration Level Phase 2 (Inches Per Second)
Multi-Family Residences to the South	300	0.0155	0.0018
Multi-Family Residences to the Southwest	450	0.0084	0.0010
Dorsey High School Track	500	0.0072	0.0008
Dorsey High School Nearest Classroom	800	0.0036	0.0004

**Equation:**  $PPV_{\text{equip}} = PPV_{\text{ref}} \times (25/D)^{1.5}$

**PPV (equip)** is the peak particle velocity in in/sec of the equipment adjusted for distance

**PPV (ref)** is the reference vibration level in in/sec at 25 feet (Table 12-2)

**D** is the distance from the equipment to the receiver.

Equipment Reference PPV	
Large Bulldozer	0.089
Loaded Trucks	0.076
Pile Driver (Impact)	0.644
Small Bulldozer	0.003

Source: Federal Transit Administration, *Noise and Vibration Model*, 2006

Summation of Noise Levels

**Equation:**  $N_s = 10 \times \log_{10}((10^{N_1/10}) + (10^{N_2/10}) + (10^{N_3/10}) + (10^{N_4/10}))$

**N<sub>s</sub>** = Noise Level Sum

**N<sub>1</sub>** = Noise Level 1

**N<sub>2</sub>** = Noise Level 2

**N<sub>3</sub>** = Noise Level 3

**N<sub>4</sub>** = Noise Level 4

Source: California Department of Transportation, *Technical Noise Supplement*, 2009

Noise Distance Attenuation

**Equation:**  $N_i = N_o - 20(\log D_i/D_o)$

**N<sub>i</sub>** = attenuated noise level of interest

**N<sub>o</sub>** = reference noise level

**D<sub>i</sub>** = distance to receptor ( $D_i > D_o$ )

**D<sub>o</sub>** = reference distance

Source: (Bolt, Beranek, and Newman, 1971)





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**APPENDIX F**  
**Traffic Study**



**Traffic Study for the  
Rancho Cienega Sports Complex**

**Los Angeles, California**

**February 10, 2016**

*Prepared for:*

**AECOM**

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## I. Introduction

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This report documents the traffic analysis prepared by KOA Corporation to assess the traffic impact of the proposed upgrade of the Rancho Cienega Sports Complex, located in the Crenshaw / Baldwin Hills neighborhood of the City of Los Angeles.

### I.1 Project Description and Location

The Rancho Cienega Sports Complex is a thirty (30) acre regional park that is located within the City of Los Angeles Council District Number 10. The need for a new sports complex was prompted by several operational needs. The park programs have outgrown the aging gym and pool facilities. Both aforementioned facilities also have an aging infrastructure that has developed into a maintenance concern. Additionally the pool no longer fits the standards for competition pools. A need for a fitness annex and multipurpose room has been made evident by the community's use of the childcare facility to accommodate those functions.

The proposed project is located at 5001 Rodeo Road, directly south of the Metro Expo Line light rail transit system, and is directly west of Dorsey High School. Construction of the project is expected to take approximately 2.5 years and would be accomplished in two phases.

The traffic study was conducted by KOA to satisfy the requirements of project environmental documentation by the Los Angeles Bureau of Engineering (BOE). The analysis focused on project construction-related effects on study intersections and trip generation for site-based construction of necessary facilities. Additional focus of the traffic study effort was on the effects on potential impacts to transit access and pedestrian/bicycle access.

This analysis assumes that any trip generation increases in the post construction period, as a result of new site facilities, would not require the analysis of project operations traffic impacts, as would be no significant net increase in facility capacity.

Figure 1 provides the proposed project site plan. Figure 2 illustrates the project study area and intersections.

### I.2 Project Construction Summary

Truck traffic and construction employee traffic at the Rancho Cienega Sports Complex has been included in this analysis. Project construction would commence in the fourth quarter of 2016 and is expected to last for 2.5 years, ending in early 2019. Construction would be conducted in two phases.



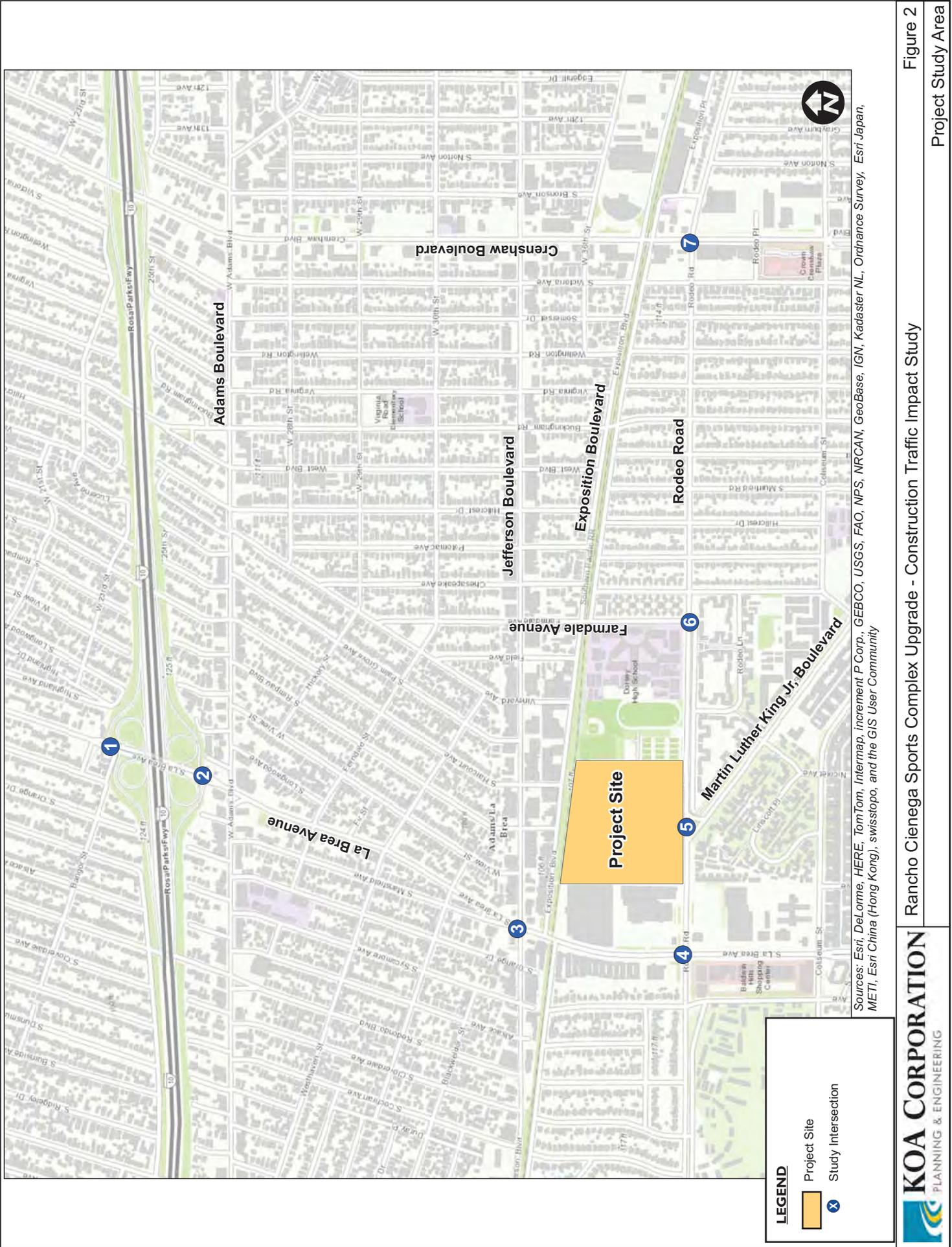


Figure 2  
Project Study Area

Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study

### **I.3 Traffic Analysis Methodology**

The focus of this traffic impact study is on the construction period of the proposed Project. The post-construction operations period will not generate significant levels of additional daily traffic. Selected intersections were analyzed along the construction routes and sites. Intersections were examined for potential significant impacts due to construction-related traffic.

The steps involved in the analysis included internal scoping of the work with the project team; collection of baseline traffic data; analysis of existing, existing-with-construction, and future with-construction conditions; identification of significant impacts and other circulation issues; and development of recommendations for mitigation. Further details of the methodology applied to this effort are summarized below.

#### Study Area and Orientation

Major signalized intersections near the project sites and along the project routes were identified that would potentially be impacted by construction trip generation from the Project site.

#### Data Collection

Weekday turn movement counts (7:00 a.m. to 10:00 a.m. and 3:00 p.m. to 6:00 p.m.) were conducted at seven signalized study intersections. Study intersection traffic volumes were collected on Thursday, October 1, 2015.

In addition, peak hour ingress/egress volumes were collected at the existing Exposition Boulevard driveway on the north side of the Project site. These volumes were acquired in order to estimate level of usage at the north parking lot, and for input into analysis regarding driveway access changes as part of construction.

The traffic counts for the intersection of Crenshaw Boulevard and Rodeo Road were collected in December 2014. They were not collected during October 2015, due to all-day road closures for construction activities related to the Crenshaw Light-Rail Line project. The 2014 counts were increased by a 1% growth factor to reflect ambient growth.

#### Definition of Analysis Periods

The study analysis periods were based on existing conditions (the time when the traffic counts were conducted), and the peak and latest year of construction of the proposed Project (defining the future analysis year with the highest background traffic volumes). The future analysis period was defined as the year 2019, based on construction details.

## 1.4 Level of Service Methodology

Table I provides descriptions of general roadway operations for each LOS value, as defined within the 2000 *Highway Capacity Manual* (published by the Transportation Research Board).

All signalized intersection volume-to-capacity (V/C) calculations, which define the LOS values, were adjusted downward based on the presence within the corridor of the ATSAC/ATCS signal synchronization and adaptive control system of the City of Los Angeles. The Department of Transportation (LADOT) allows for a factor to be applied that acknowledges the traffic flow benefits of the system. The table data incorporates this factor, and the appendix worksheets provide the non-factored calculations.

**Table I – Level of Service Definitions**

Level of Service	Flow Conditions	Volume to Capacity Ratio
A	LOS A describes primarily free-flow operations at average travel speeds, usually about 90 percent of the free-flow speed for the arterial classification. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Stopped delay at signalized intersections is minimal.	0.00-0.60
B	LOS B represents reasonably unimpeded operations at average travel speeds, usually about 70 percent of the free-flow speed for the arterial classification. The ability to maneuver within the traffic stream is only slightly restricted and stopped delays are not bothersome. Drivers are not generally subjected to appreciable tension.	0.61-0.70
C	LOS C represents stable operations; however, ability to maneuver and change lanes in mid-block locations may be more restricted than at LOS B, and longer queues, adverse signal coordination, or both may contribute to lower average speeds of about 50 percent of the average free-flow speed for the arterial classification. Motorists will experience appreciable tension while driving.	0.71-0.80
D	LOS D borders on a range in which small increases in flow may cause a substantial increase in delay and hence decreases in arterial speed. LOS D may be due to adverse signal progression, inappropriate signal timing, high volumes, or some combination of these factors. Average travel speeds are about 40 percent of free-flow speed.	0.81-0.90
E	LOS E is characterized by significant delays and average travel speeds of one-third the free-flow speed or less. Such operations are caused by some combination of adverse progression, high signal density, high volumes, extensive delays at critical intersections, and inappropriate signal timing.	0.91-1.00
F	LOS F characterizes arterial flow at extremely low speeds below one-third to one-fourth of the free-flow speed. Intersection congestion is likely at critical signalized locations, with high delays and extensive queuing. Adverse progression is frequently a contributor to this condition.	Over 1.00

Section 2 of this report provides a review of existing LOS values at the study intersections. Section 4 provides a review of existing plus-Project construction conditions, and Section 5 provides a review of pre-Project (pre-construction and pre-operations) conditions. Future with-Project construction period conditions are reviewed within Section 6.

## 1.5 Traffic Signal Synchronization

Automated Traffic Surveillance and Control (ATSAC) is a computer-based traffic signal control system whereby engineers monitor traffic conditions and system performance, selects appropriate signal timing (control) strategies, and performs equipment diagnostics and alert functions. Sensors in the street detect the passage of vehicles, vehicle speed, and the level of congestion. This information is received on a second-by-second (real-time) basis and is analyzed on a minute-by-minute basis at the ATSAC Operations Center to determine if better traffic flow can be achieved by changing the signal timing. If required, the signal timing is either automatically changed by the ATSAC computers or manually changed by the operator using communication lines that connect the ATSAC Center with each traffic signal. To supplement the information from electronic detectors, closed-circuit television (CCTV) surveillance equipment has been and continues to be installed at critical locations throughout the City.

For capacity analysis, LADOT policies provide for a 0.07 reduction in volume-to-capacity ratio with the implementation of ATSAC and an additional 0.03 reduction in volume-to-capacity ratio with the implementation of ATCS, for a total reduction in volume-to-capacity ratio of 0.10. This reduction represents field measured benefits in flow and capacity increase by operation of this program.

All of the analyzed study intersections are operated with ATSAC and ATCS.

## 1.6 Significant Traffic Impacts

As defined by the LADOT traffic study guidelines, significant impacts of a proposed project on a facility must be mitigated to a level of insignificance, where feasible. Potential significant traffic impacts at the study intersections due to the proposed Project are discussed in Section 7 of this report.

## 2. Existing Area Traffic Conditions

This report section describes the characteristics of the intersections and roadways within the study area. A review of the collected traffic volumes is provided, along with a level of service analysis for these facilities.

### 2.1 Study Intersections

For the traffic impact analysis, seven locations were defined as study intersections. Existing intersection traffic volumes were collected on Thursday, October 1, 2015. December 2014 counts for intersection #7 were factored up by one percent to reflect ambient growth. The following are the seven signalized study intersections:

1. La Brea Avenue & I-10 WB Off-Ramp
2. La Brea Avenue & I-10 EB Off-Ramp
3. La Brea Avenue & Jefferson Boulevard
4. La Brea Avenue & Rodeo Road
5. Martin Luther King, Jr Boulevard & Rodeo Road
6. Farmdale Avenue & Rodeo Road
7. Crenshaw Boulevard & Rodeo Road

### 2.2 Local Roadway Characteristics

Fieldwork within the Project study area was undertaken to identify traffic control and approach lane configurations at each study intersection, and to identify the roadway characteristics that included the number of travel lanes, on-street parking availability, and the locations of transit stops. The discussion presented here is limited to specific roadways that traverse the study intersections and provide access to the Project site.

Table 2 summarizes the characteristics of key roadway segments along the project corridor of construction.

Figure 3 illustrates the study intersection approach lanes and control configurations. The intersection traffic count summaries are provided in Appendix A of this report.

**Table 2 – Roadway Characteristics**

Roadway	Classification	# Lanes		Median Type	Parking Restrictions		Posted Speed Limit (mph)	General Land Use
		NB/EB	SB/WB		North Side / East Side	South Side / West Side		
La Brea Avenue	Modified Avenue I	3	3	CTL	NS 7AM - 9AM, 4PM - 7PM, M-F, 1 HR 9AM - 4PM	NS 7AM - 9AM, 4PM - 7PM, M-F, 1 HR 9AM - 4PM	35	Commercial/Residential
Farmdale Avenue	Collector Street	1	1	ST	NL; 2 HR 8AM - 6PM	No Limit; No Parking at Dorsey HS; 2 HR 8AM - 6PM	25	Residential
Crenshaw Boulevard	Modified Avenue I	2	2	DY	NSAT	NSAT	35	Commercial
Exposition Boulevard	Modified Collector	1	1	DY	No Limit	NSAT	35	Industrial
Jefferson Boulevard	Avenue II	2	2	DY	No Limit	NP 10PM - 6AM	35	Commercial
Rodeo Road	Modified Avenue I	2	2	NS	No Limit	NSAT	35	Residential
Martin Luther King Jr, Boulevard	Modified Avenue I	2	3	CTL	NSAT	NS 7-9AM, 4-7PM, M-F	40	Residential/Commercial

DY - Double Yellow

RM - Raised Median

ST - Striped

NSAT - No Stopping Any Time

NS - No Striping

CTL - Center Turn Lane

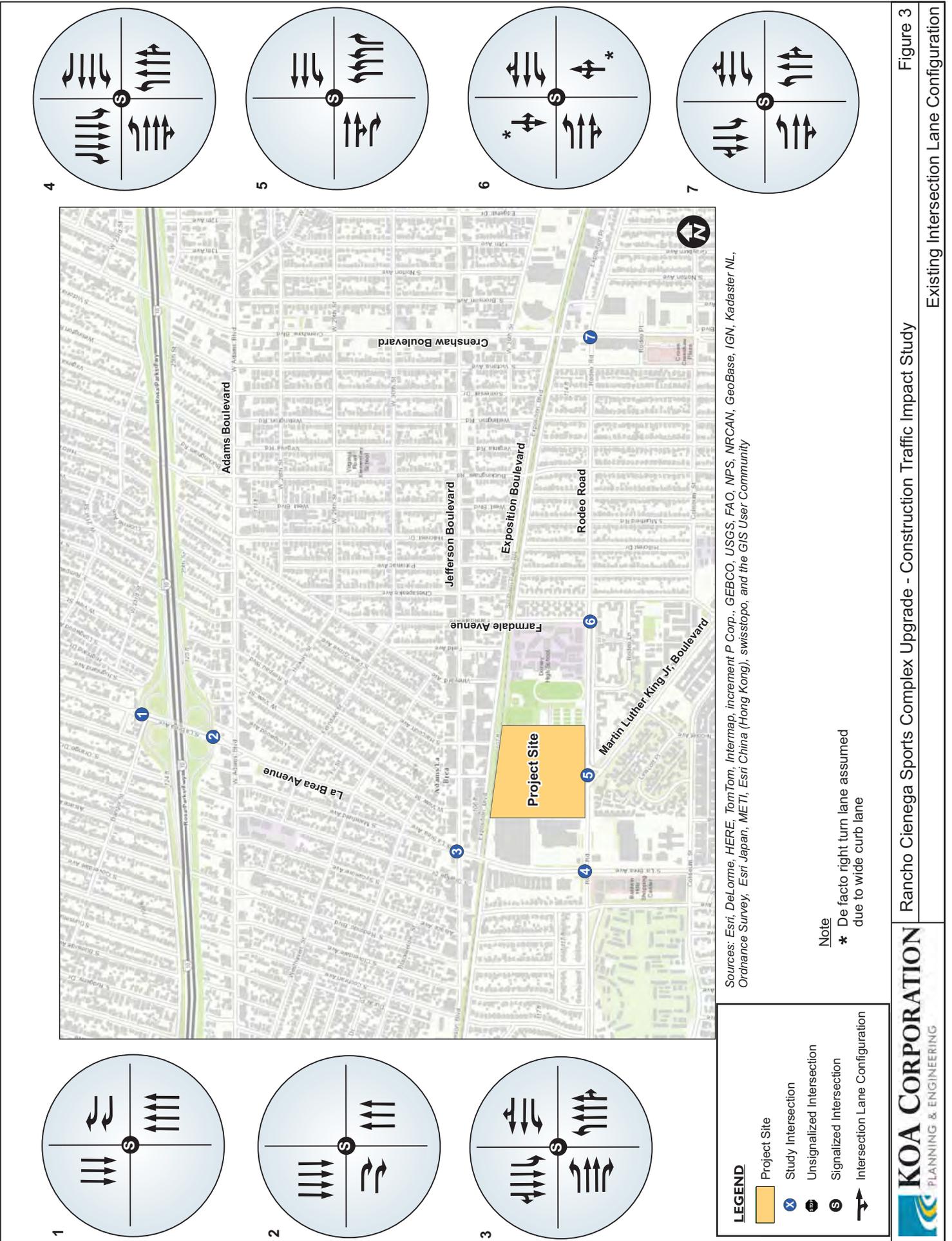


Figure 3  
Existing Intersection Lane Configuration

### 2.3 Existing Area Transit Service

The project study area is served by public transit bus lines operated by the Los Angeles County Metropolitan Transportation Authority (Metro). Table 3 provides a description of the transit lines that serve the Project corridors.

**Table 3 – Transit Service Summary**

Agency	Line	From	To	Via	Peak Frequency
Metro	Expo Line	Downtown Los Angeles	Culver City	-	12 Minutes
Metro	212/312	Hollywood	Hawthorne/Lennox Green Line Station	La Brea Avenue	10-12 Minutes
Metro	105	West Hollywood	Vernon	Rodeo Road / MLK Boulevard	10 - 16 Minutes
Metro	38	Washington/Fairfax	Downtown Los Angeles	Jefferson Boulevard	12 - 24 Minutes
Metro	210	Redondo Beach	Hollywood	Crenshaw Boulevard	10 - 20 Minutes
Metro	705	West Hollywood	Vernon	Rodeo Road / MLK Boulevard	10 - 20 Minutes
Metro	710	Redondo Beach	Hollywood	Crenshaw Boulevard	10 - 20 Minutes
Metro	740	West Adams	Redondo Beach	Crenshaw Boulevard / La Brea Avenue	15 Minutes
LADOT	Crenshaw DASH	Neighborhood Circulator Shuttle		La Brea Avenue / Crenshaw Boulevard / Coliseum Street / Santa Rosalia Drive	20 Minutes

## 2.4 Existing Intersection Levels of Service

This report section documents existing weekday a.m. and p.m. peak-hour traffic conditions within the study area. Based on the traffic counts conducted at the study intersections, a level of service (LOS) value and a corresponding volume-to-capacity (v/c) ratio was determined for each study intersection.

Table 4 provides the V/C and LOS values under existing conditions, for the a.m. and p.m. peak hours.

**Table 4 – Intersection Level of Service Calculations – Existing Conditions**

Study Intersections		AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1	La Brea Avenue & I-10 WB Off-Ramp	0.349	A	0.509	A
2	La Brea Avenue & I-10 EB Off-Ramp	0.401	A	0.301	A
3	La Brea Avenue & Jefferson Boulevard	0.949	E	0.970	E
4	La Brea Avenue & Rodeo Road	1.118	F	0.947	E
5	Martin Luther King, Jr. Boulevard & Rodeo Road	0.431	A	0.441	A
6	Farmdale Avenue & Rodeo Road	0.462	A	0.481	A
7	Crenshaw Boulevard & Rodeo Road	0.523	A	0.479	A

LOS = Level of Service; V/C = Volume-to-Capacity Ratio

The data in Table 4 indicates that five of the seven intersections are currently operating at LOS D or better during the a.m. and p.m. peak hours. The following intersections are operating at LOS E (poor operating conditions, nearing capacity) or LOS F (at / over capacity):

- La Brea Avenue / Jefferson Boulevard – Operating at LOS E in the a.m. and p.m. peak hours.
- La Brea Avenue / Rodeo Road – Operating at LOS F in the a.m. and LOS E in the p.m. peak hour.

The existing peak-hour turn movement volumes at the study intersections are provided on Figure 4 (a.m. peak) and Figure 4 (p.m. peak).

The intersection CMA level of service worksheets for the existing conditions scenario are provided in Appendix B of this report.

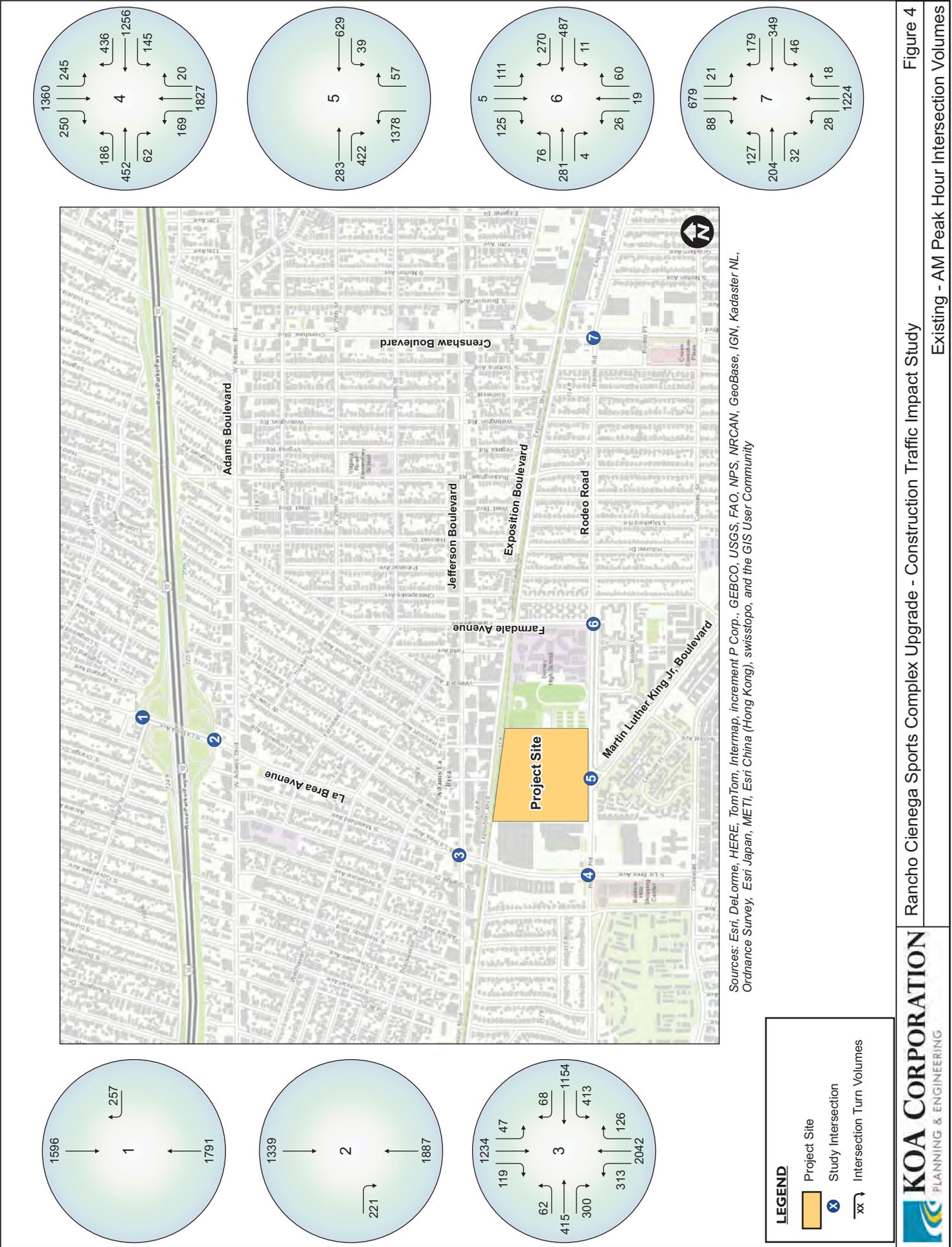
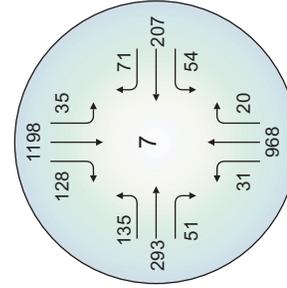
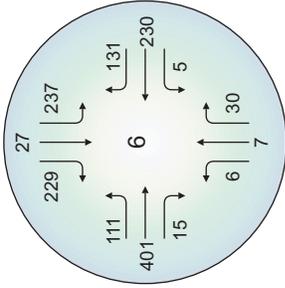
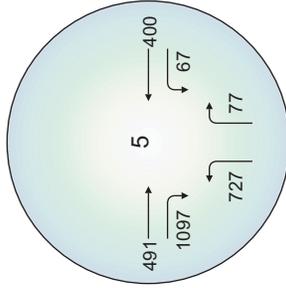
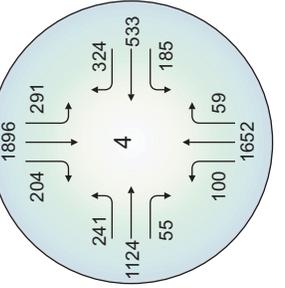
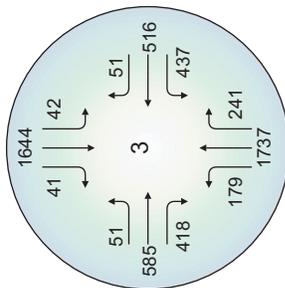
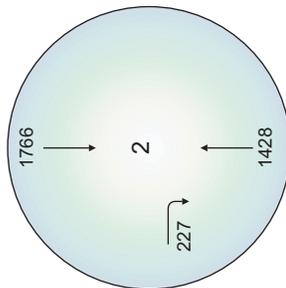
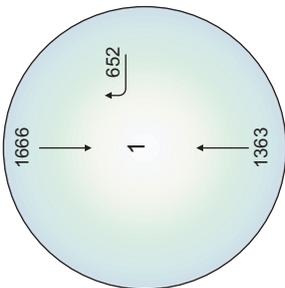
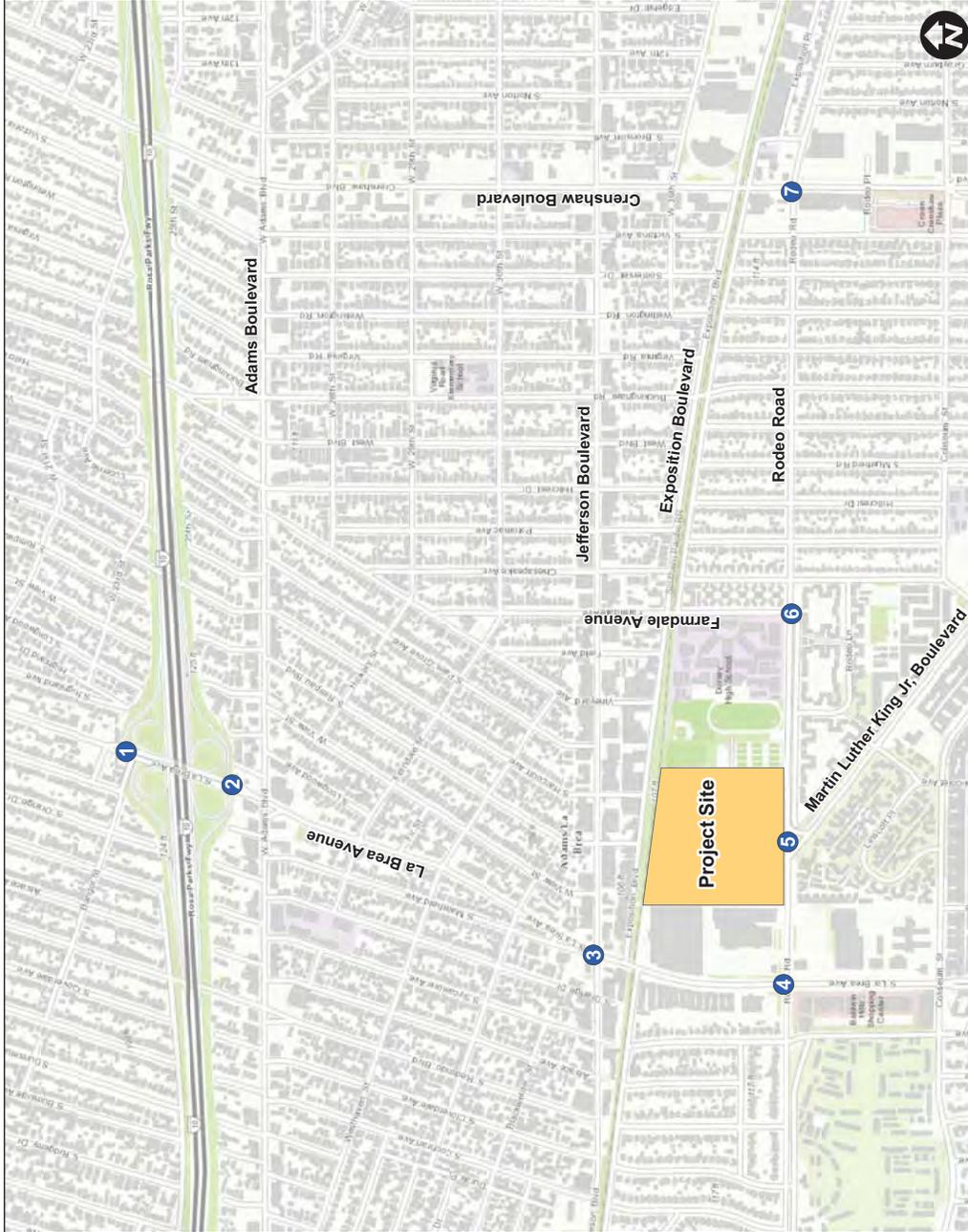


Figure 4  
Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study  
Existing - AM Peak Hour Intersection Volumes

Figure 5  
Existing - PM Peak Hour Intersection Volumes

Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study

Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community



**LEGEND**

- Project Site
- Study Intersection
- Intersection Turn Volumes

### 3. Construction Period Trip Generation

---

This section provides definitions for truck and employee vehicle trip generation during the peak period of Project construction, along with the distribution and assignment of those trips to the study area roadway network. To evaluate a worst-case scenario for construction trip generation of the proposed Project, it is assumed that each employee will drive to and from the work areas, with 50% arriving and departing during peak periods.

This is a planning-level analysis of construction activity, used for the purposes of determining traffic impacts during the project construction period. Prior to initiating construction, a detailed construction plan will be developed by the construction manager to identify necessary resources and to define the construction supervisory and technical field organization and staffing levels required for the project. The methods and procedures for sequencing and implementing construction operations will also be detailed in the construction plan.

Therefore, basic construction details defined for the project planning process have been used to analyze potential construction-period impacts.

#### 4.1 Project Trip Generation Methodology

Project trip generation calculations included construction employee vehicle trips and construction truck trip estimates. The trip generation totals were determined based on the most intense period of construction activity for the project.

In converting trucks to passenger car equivalents, a Passenger Car Equivalent (PCE) factor of 2.5 was assumed. This factoring was used to increase truck volumes due to the additional roadway space and design capacity utilized by larger and slower trucks. The applied value matches typical factors used in area studies that include trips generated by trucking activities. The factor is based on conservative factors defined by the Southern California Association of Governments (SCAG) Heavy Duty Truck Model.

During the peak period of construction, project construction efforts would require approximately 45 total daily workers and 4 daily truck trips.

#### 4.2 Project Trip Generation Calculations

In calculating peak-hour trips for the project, it is assumed that a majority of the construction employees will arrive and depart the construction work areas by personal vehicles. The morning arrival by employees is assumed to overlap the a.m. peak hour by 50 percent, with the remaining 50 percent of employees assumed to be at the sites before 7:00 a.m. The same would occur during the p.m. peak hour, with 50 percent of employees assumed to depart the site before 4:00 p.m. Therefore, the same reduction was taken for both peak periods.

During project construction activity, daily truck haul activities will occur over an eight-hour period that begins during the a.m. peak period, and is complete during the p.m. peak period.

The main haul route for trucks delivering construction equipment and materials to the Project site would travel from I-10, south on La Brea Avenue and east on Rodeo Road to the Project site. Alternatively, trucks carrying demolition debris from the Project site would travel from the Project site, west on Rodeo Road, and north on La Brea Avenue to I-10.

As indicated in Table 5, the Proposed Project construction would generate a daily total of 110 passenger car equivalent trips, with 27 (25 inbound and 2 outbound) trips occurring during the a.m. peak hour and 27 (2 inbound and 25 outbound) trips occurring during the p.m. peak hour.

**Table 5 – Project Trip Generation**

TRIP GENERATION SOURCE	AVERAGE DAILY TRIPS			AM PEAK HOUR						PM PEAK HOUR					
				Truck Trips*		Employee Trips		Total Trips		Truck Trips*		Employee Trips		Total Trips	
	Trucks*	Employee	Total	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
Field Personnel	0	45	90	0	0	23	0	23	0	0	0	0	23	0	23
Trucks	20	0	20	2	2	0	0	2	2	2	2	0	0	2	2
<b>Grand Total Trips</b>	<b>20</b>	<b>45</b>	<b>110</b>	<b>2</b>	<b>2</b>	<b>23</b>	<b>0</b>	<b>25</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>23</b>	<b>2</b>	<b>25</b>

\* Truck trips include a Passenger Car Equivalency (PCE) factor of 2.5.

Source: Los Angeles Bureau of Engineering: 4 daily trucks and 45 field personnel during most intensive phase of construction/demolition. Assuming 8 hour work day.

### 4.3 Construction Project Trip Distribution/Assignment

The distribution of construction truck trips was assumed to be primarily freeway-oriented.

The distribution pattern for analyzed employee trips assumed that employees would arrive to construction sites using primarily major surface streets and freeways. Construction truck trip distribution is shown in Figure 6A and construction worker trip distribution is shown in Figure 6B. Trip assignment is shown in Figure 7 (a.m. peak hour) and Figure 8 (p.m. peak hour).

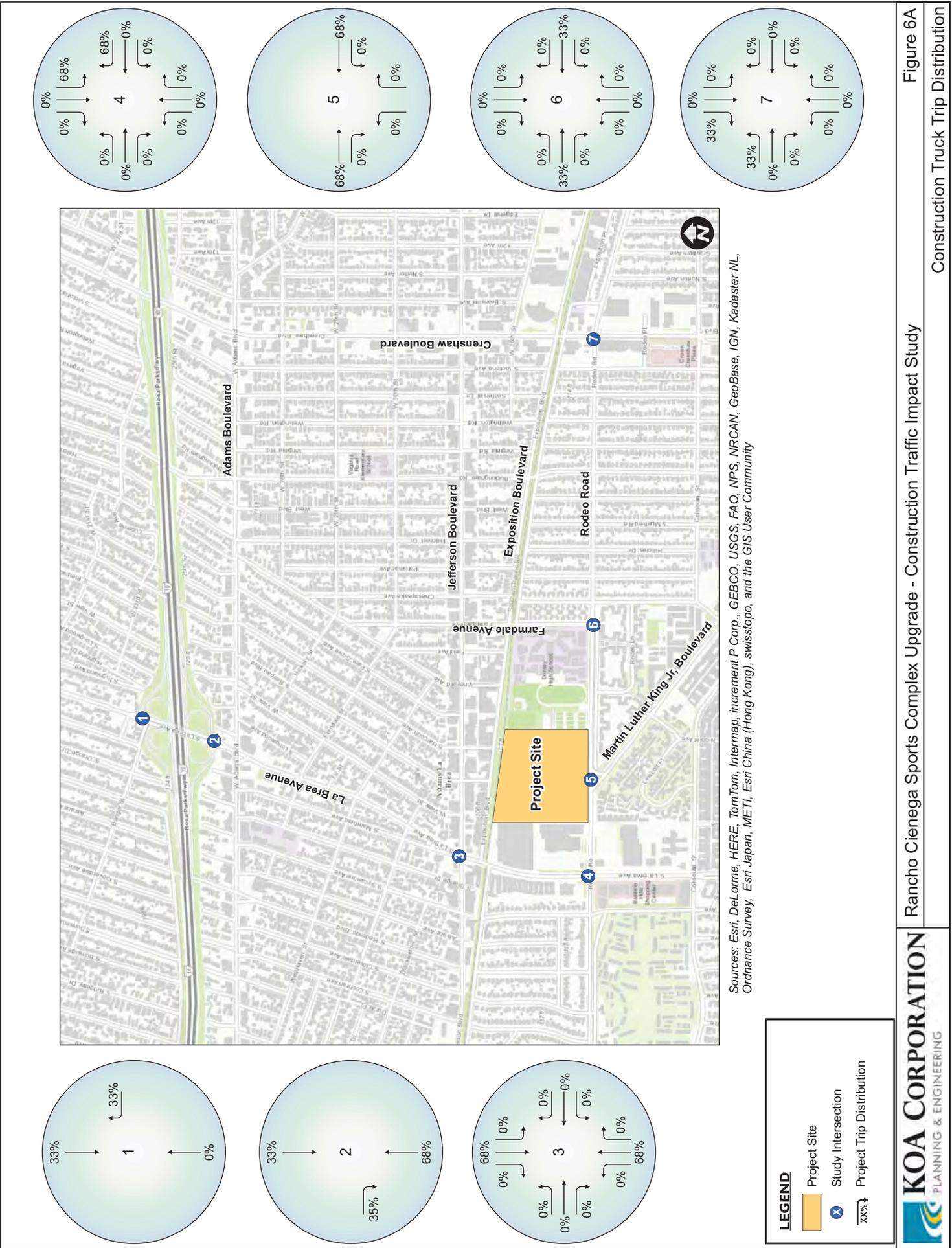


Figure 6A

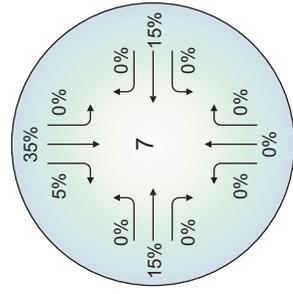
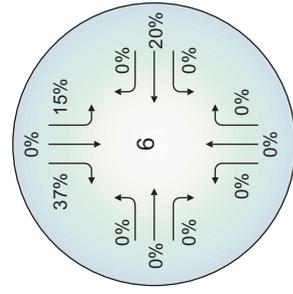
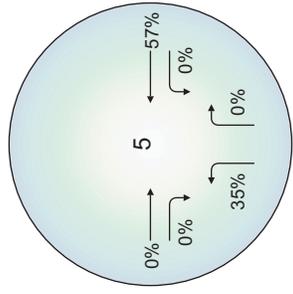
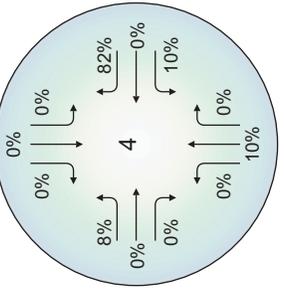
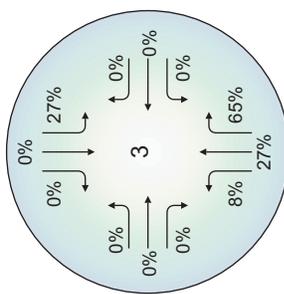
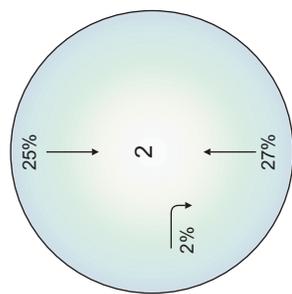
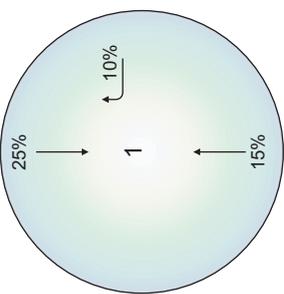
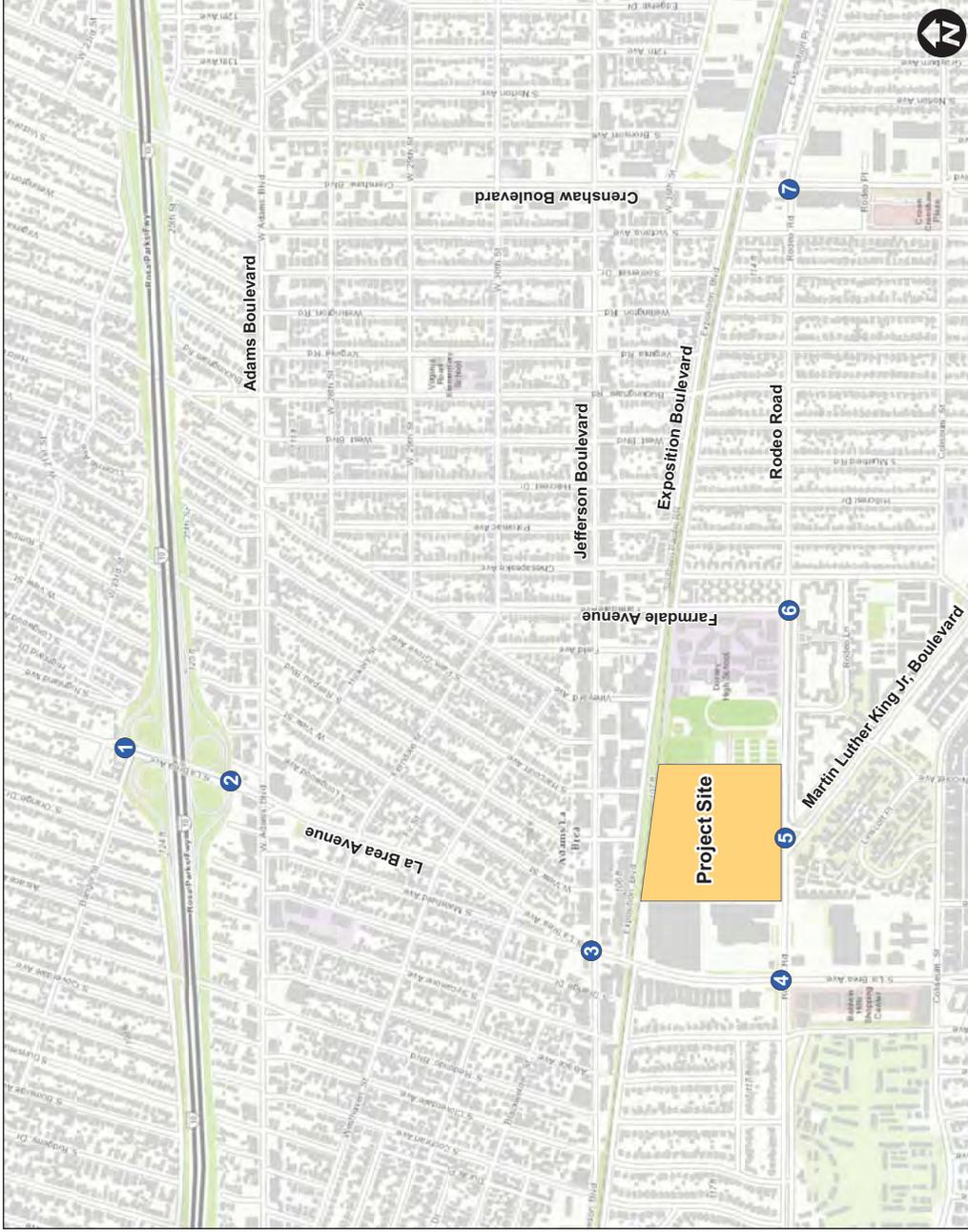
Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study

Construction Truck Trip Distribution

**LEGEND**

-  Project Site
-  Study Intersection
-  Project Trip Distribution

Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community



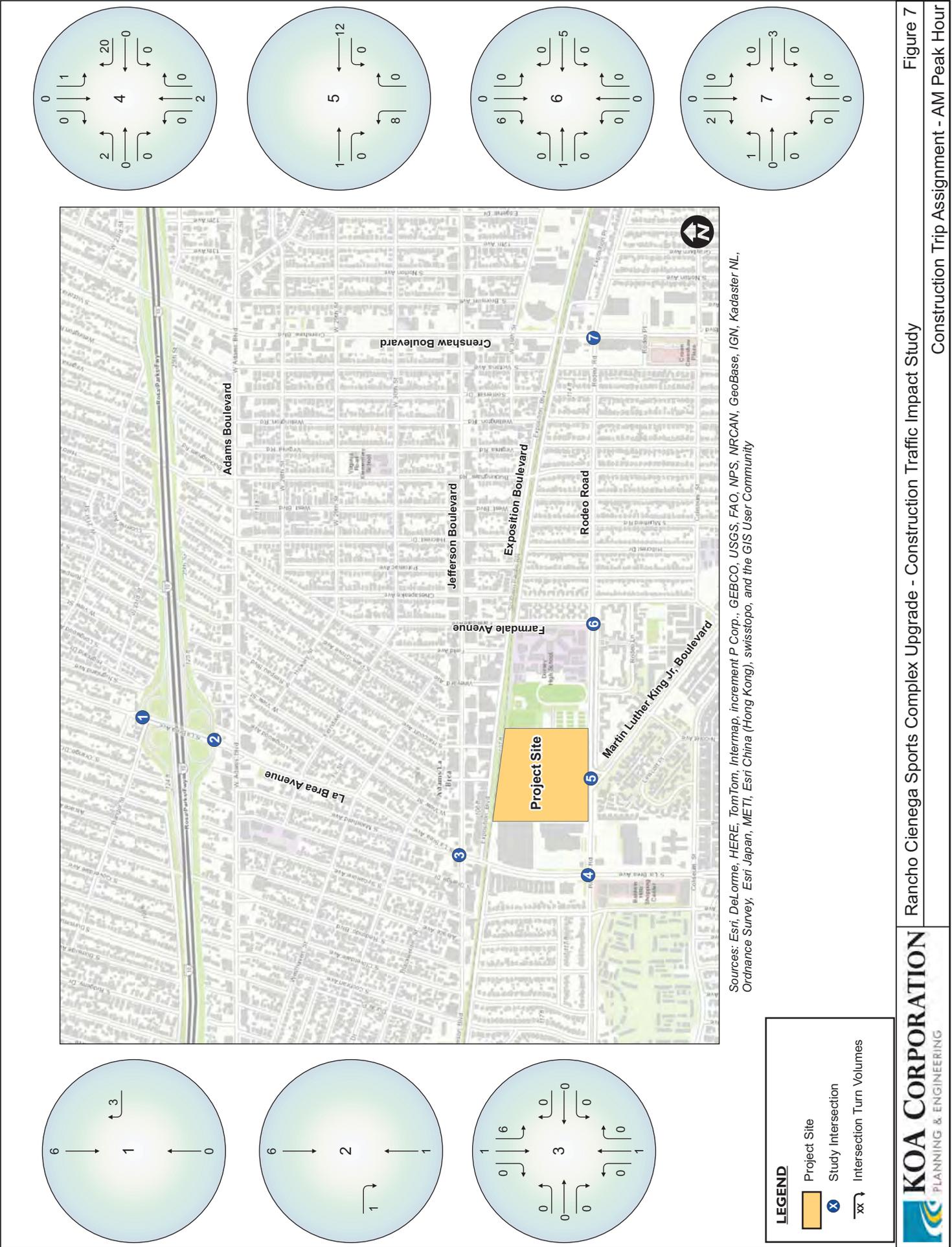


Figure 7

Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study

Construction Trip Assignment - AM Peak Hour

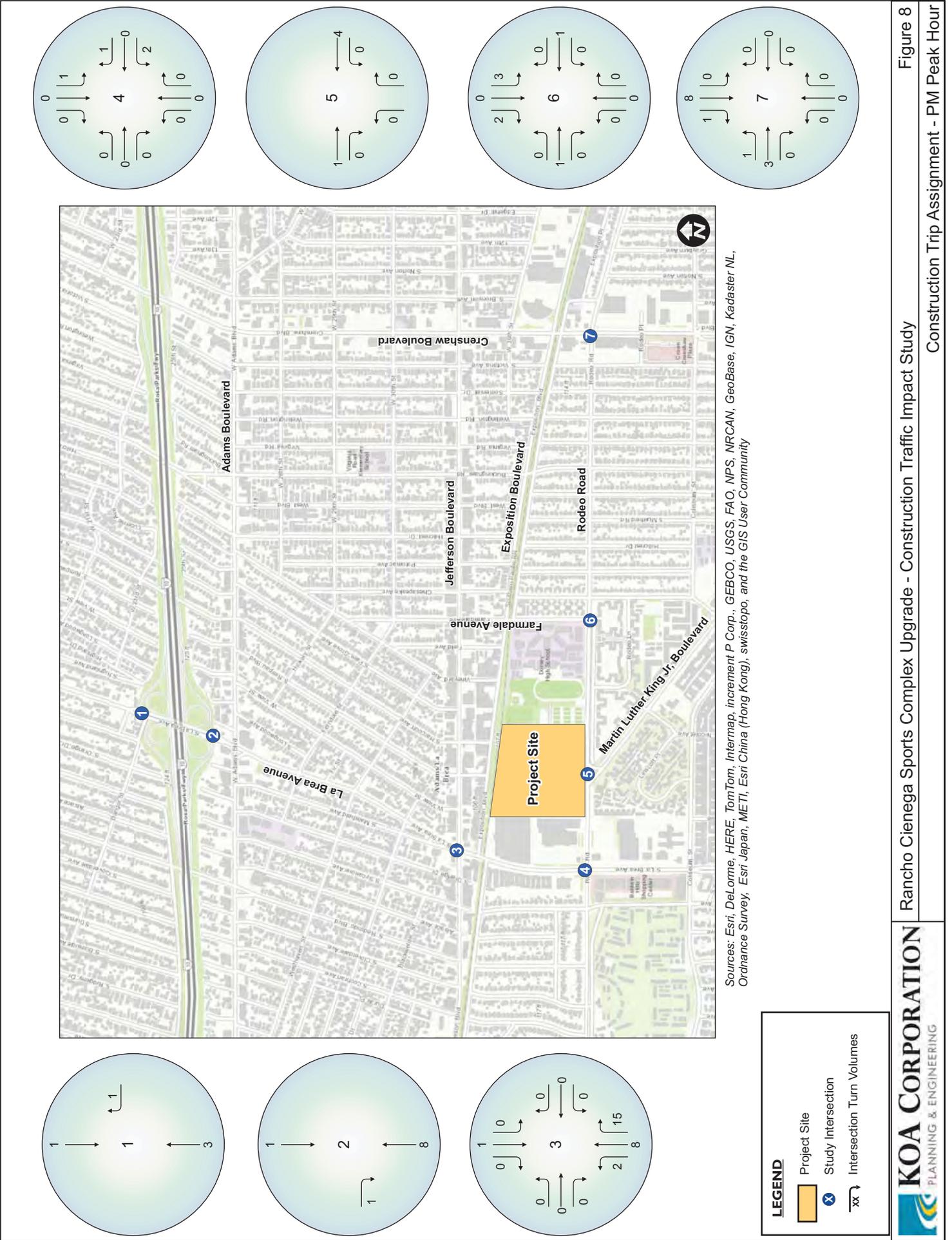


Figure 8  
Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study  
Construction Trip Assignment - PM Peak Hour

## 4. Existing Plus-Project Construction Conditions

An additional existing plus-Project construction scenario was included in the analysis, to comply with rulings on existing conditions baseline analysis from the *Sunnyvale West Neighborhood Association v. City of Sunnyvale City Council* and *Neighbors for Smart Rail v. Exposition Metro Rail Construction Authority California Environmental Quality Act (CEQA)* court cases. This additional analysis scenario provides information about project impacts under the current baseline conditions.

The study intersection operations for the existing and existing plus-Project construction scenarios are summarized in Table 6.

**Table 6 – Study Intersection Conditions – Existing plus-Project Conditions**

Study Intersections		AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1	La Brea Avenue & I-10 WB Off-Ramp	0.351	A	0.510	A
2	La Brea Avenue & I-10 EB Off-Ramp	0.401	A	0.303	A
3	La Brea Avenue & Jefferson Boulevard	0.954	E	0.971	E
4	La Brea Avenue & Rodeo Road	1.120	F	0.949	E
5	Martin Luther King, Jr. Boulevard & Rodeo Road	0.437	A	0.442	A
6	Farmdale Avenue & Rodeo Road	0.468	A	0.485	A
7	Crenshaw Boulevard & Rodeo Road	0.525	A	0.483	A

LOS = Level of Service; V/C = Volume-to-Capacity Ratio

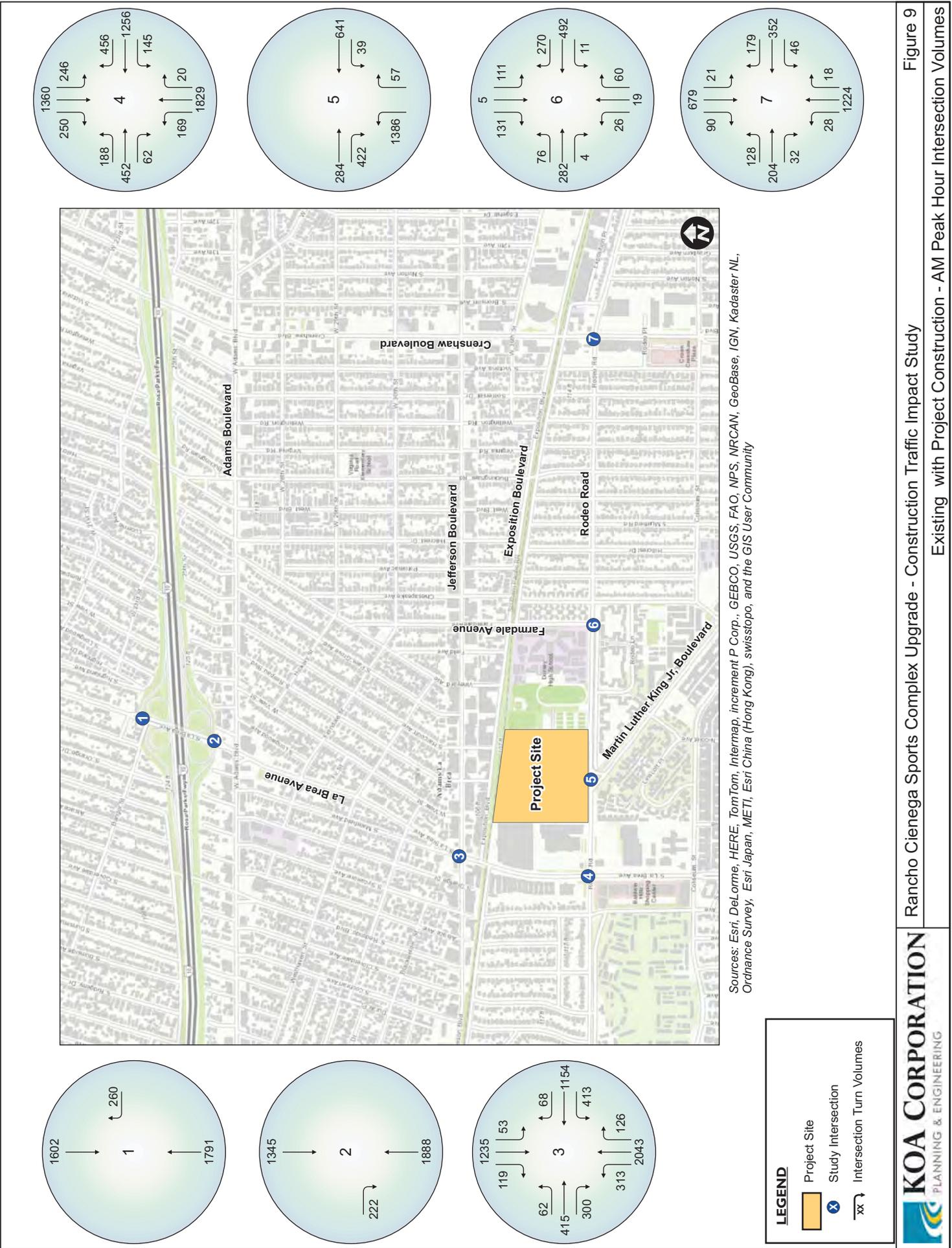
The data in Table 6 indicates that five of the seven study intersections are currently operating at LOS D or better during the a.m. and p.m. peak hours. The following intersections are operating at LOS E (poor operating conditions, nearing capacity) or LOS F (at / over capacity):

- La Brea Avenue / Jefferson Boulevard – Operating at LOS E in the a.m. and p.m. peak hours.
- La Brea Avenue / Rodeo Road – Operating at LOS F in the a.m. and LOS E in the p.m. peak hour.

The construction period analyzed traffic volumes for the existing plus-Project scenario at the study intersections and roadways are provided on Figure 9 (a.m. peak) and Figure 10 (p.m. peak).

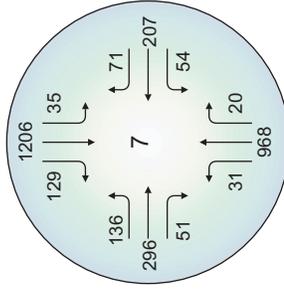
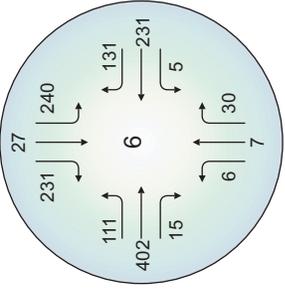
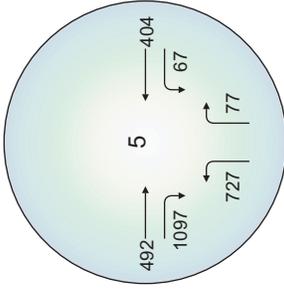
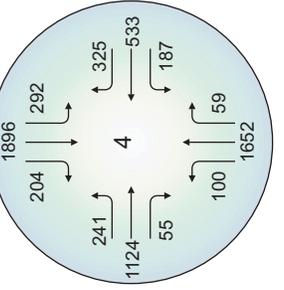
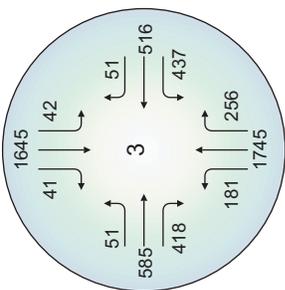
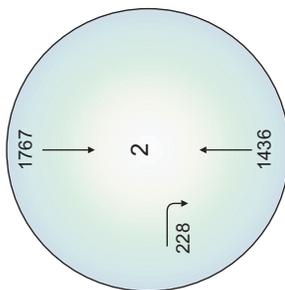
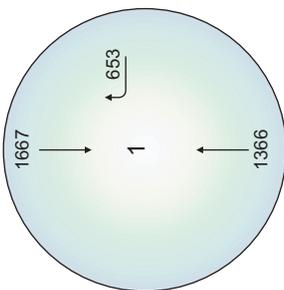
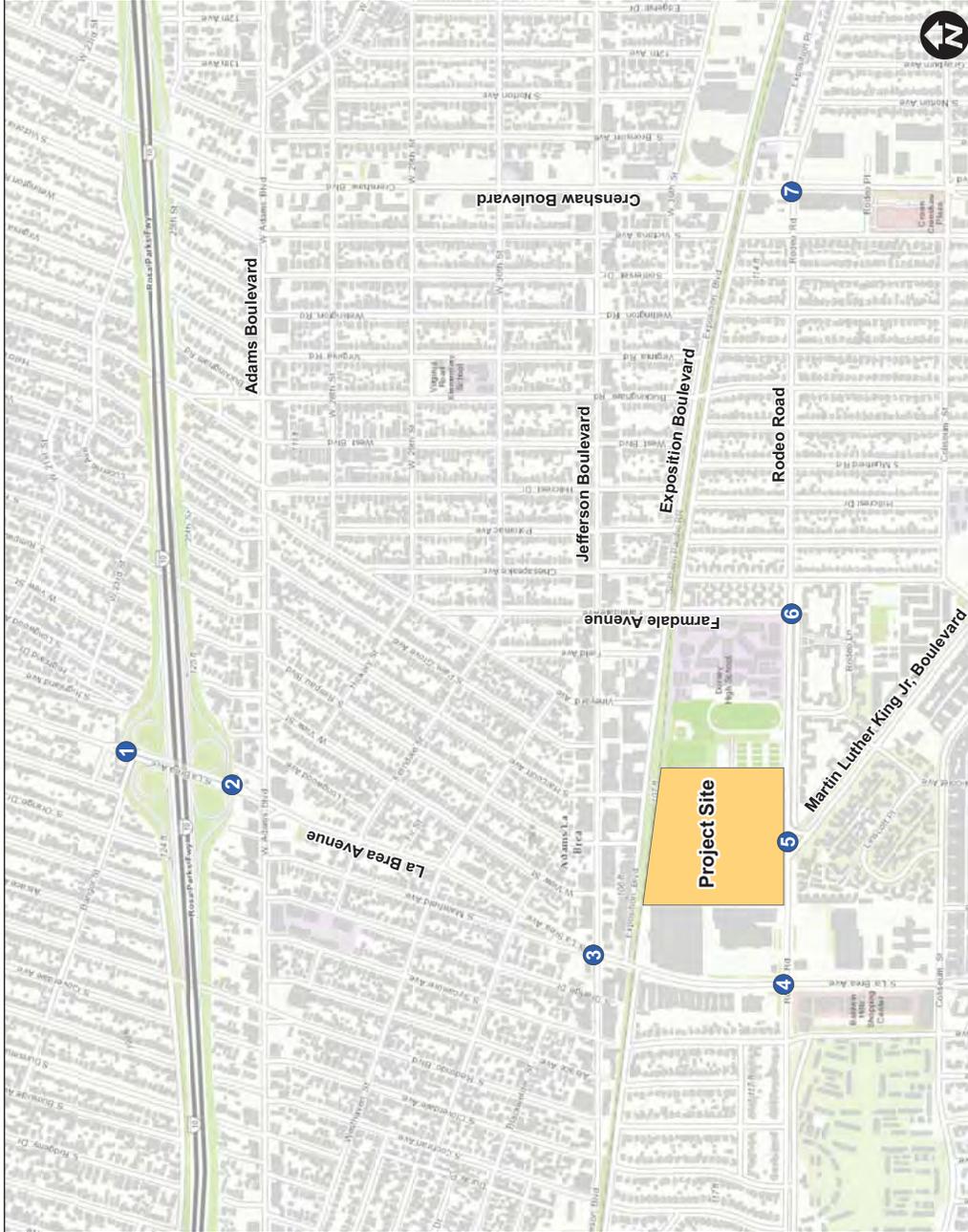
Significant impact determinations are provided in Section 7 of this report.

The intersection CMA level of service calculation worksheets for this analysis scenario are provided in Appendix B.



Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study  
 Existing with Project Construction - AM Peak Hour Intersection Volumes  
 Figure 9

Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community



**LEGEND**

-  Project Site
-  Study Intersection
-  Intersection Turn Volumes

## 5. Future without-Project Construction Conditions

This section provides an analysis of Future “without-Project” construction conditions in the study area with ambient growth and area project trips. The without-Project construction analysis was defined and analyzed through an application of an annual ambient growth rate to the existing traffic volumes, plus addition of volumes generated by area projects.

### 5.1 Ambient Growth

In order to forecast baseline traffic volumes for the analysis year of 2019, analyzed year-2015 peak-hour existing volumes from the existing conditions scenario were increased by a compounded annual ambient growth rate of one percent.

The application of this annual growth rate is consistent with sub-regional traffic growth data defined by the County of Los Angeles Congestion Management Program (CMP) document.

### 5.2 Area Projects

A 1.5-mile radius from the Project corridor was used to define a capture area for area approved and pending (cumulative) projects. The list of area projects was compiled based on information provided by LADOT Development Review staff.

The projects included in the list would potentially contribute measurable traffic volumes to the study area during the future analysis period. The LADOT project database provides total peak-hour trips, compiled from environmental documentation or traffic studies. The in/out trip generation ratios applied to the area projects were based on rates within *Trip Generation*, published by the Institute of Transportation Engineers.

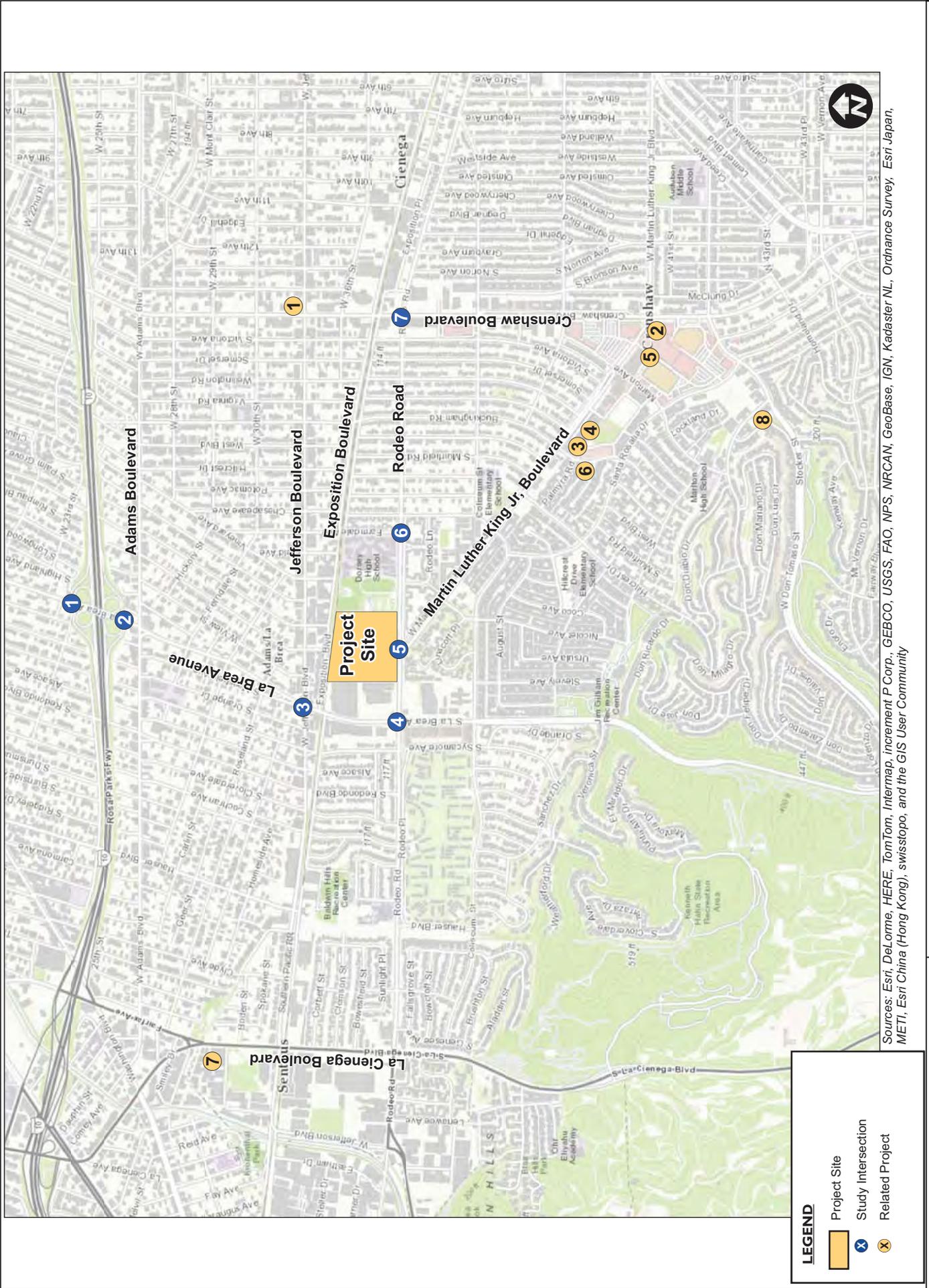
The eight (8) area projects included in this study for the future period analysis, and the trip generation of each, are provided in Table 7. Figure 11 illustrates the location of the area projects. Figures 12 and 13 illustrate the total a.m. and p.m. trips generated by the area projects at the study intersections.

**Table 7 – Area/Cumulative Projects Trip Generation**

Map ID	Location	Land Use	Intensity	Units	Daily Total	AM Peak Hour			PM Peak Hour		
						Total	In	Out	Total	In	Out
1	3060 S. Crenshaw Boulevard	Mixed Use	-	-	880	47	36	11	84	34	50
2	3650 Crenshaw Boulevard	Shopping Center	298.800	k.s.f.	4,750	102	62	40	446	214	232
3	3900 W. Martin Luther King, Jr. Boulevard	Mixed Use	-	-	4,008	473	368	105	446	271	175
4	3900 W. Martin Luther King, Jr. Boulevard	Medical Office	105.000	k.s.f.	2,846	188	148	40	228	63	165
5	3650 W. Martin Luther King, Jr. Boulevard	Mixed Use	-	-	13,512	875	447	428	1,333	665	668
6	4018 S. Buckingham Road	Senior Apartments	130	d.u.	447	26	10	16	33	18	15
7	3221 S. La Cienega Boulevard	Mixed Use	-	-	10,136	737	319	418	849	467	382
8	3831 W. Stocker Street	Apartments	127.000	d.u.	710	52	4	48	69	50	19
<b>Total</b>					<b>37,289</b>	<b>2,500</b>	<b>1,394</b>	<b>1,106</b>	<b>3,488</b>	<b>1,782</b>	<b>1,706</b>

d.u. = dwelling units, k.s.f. = 1,000 square feet of floor area

Source: Los Angeles Department of Transportation (LADOT) Case Logging and Tracking System (CLATS), 2015; City of Los Angeles Engineering, City of Los Angeles Public Works.



Sources: Esri, Delorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community

Figure 11

Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study

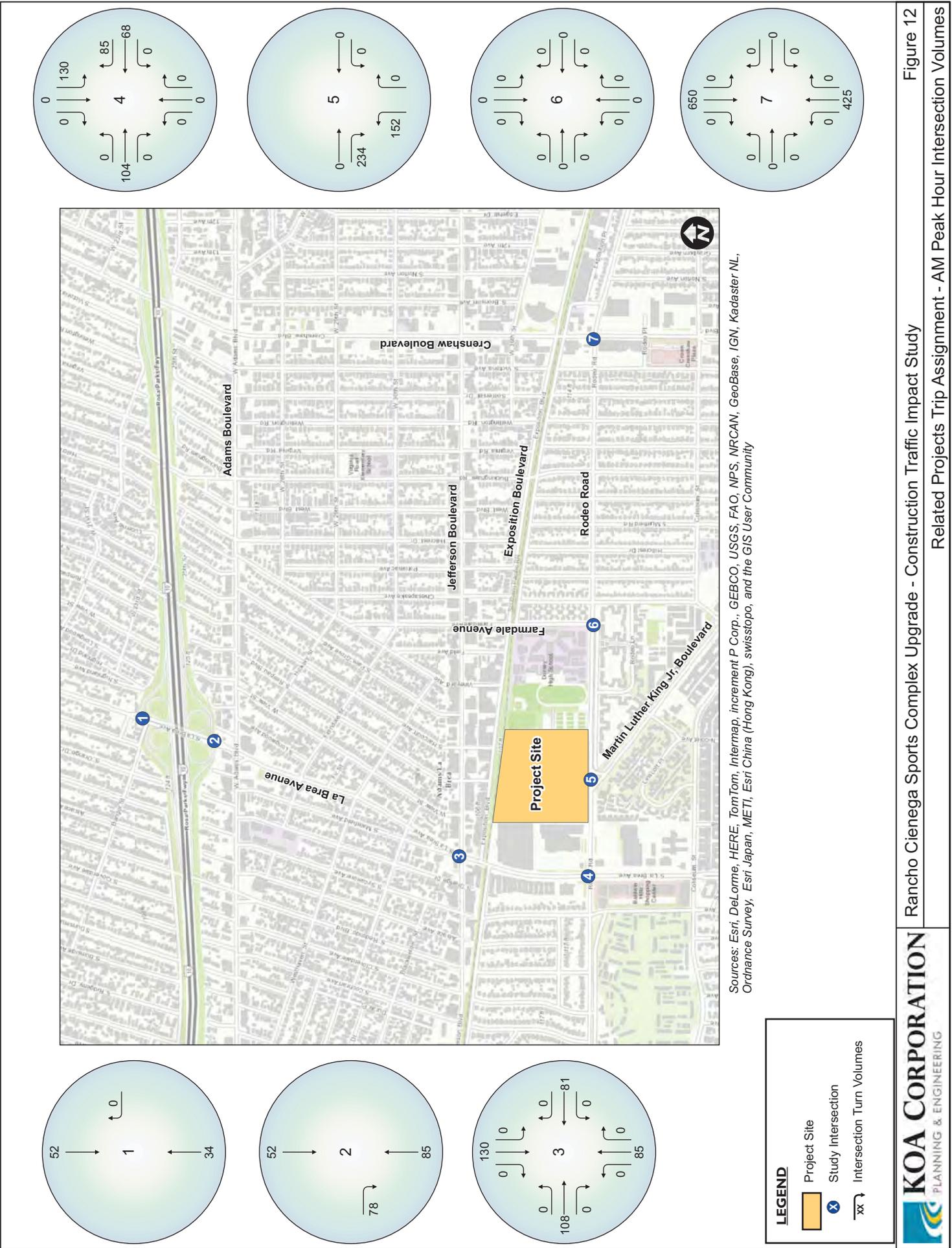
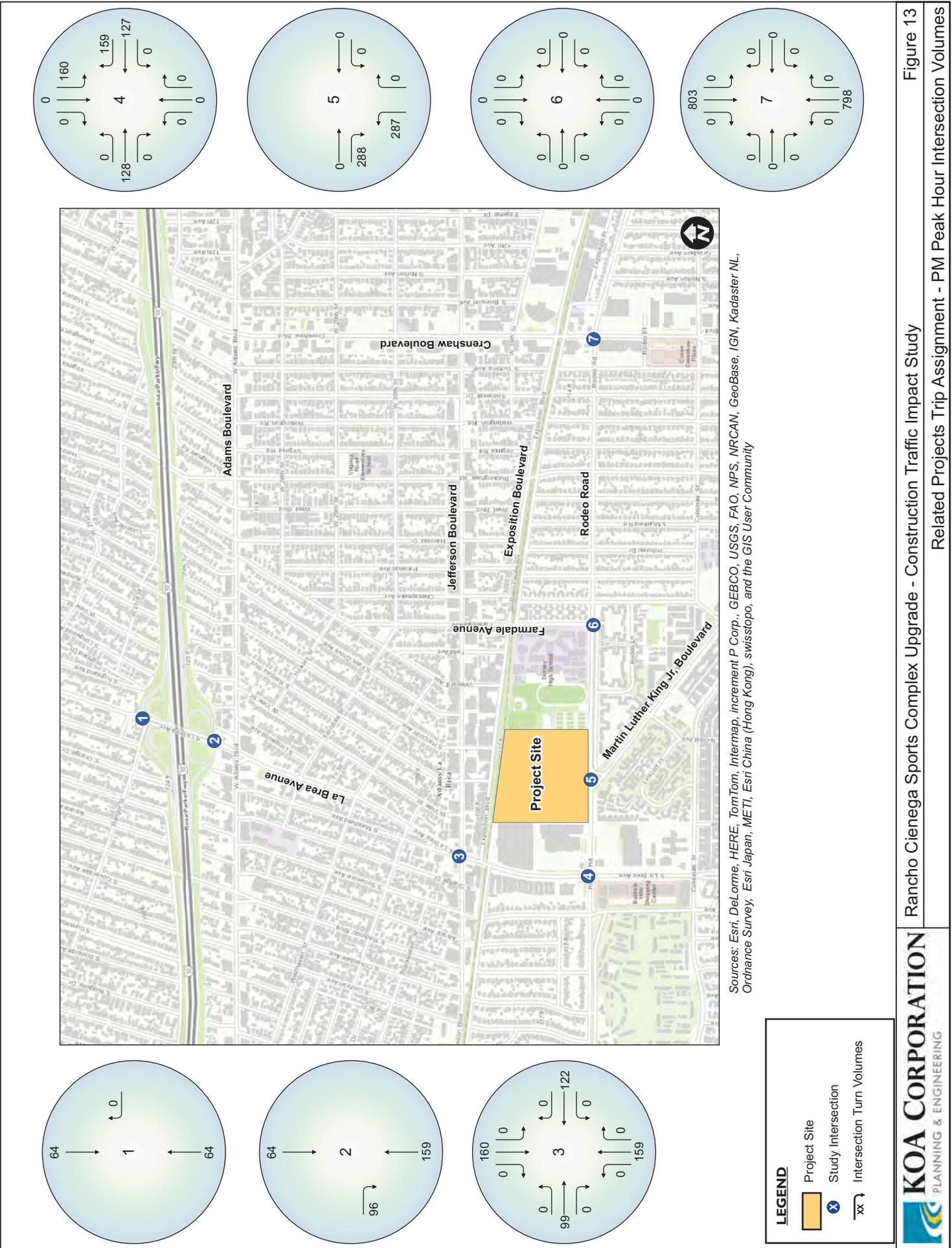


Figure 12



Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community

**LEGEND**

- Project Site
- Study Intersection
- Intersection Turn Volumes

Rancho Cienega Sports Complex Upgrade - Construction Traffic Impact Study  
 Related Projects Trip Assignment - PM Peak Hour Intersection Volumes  
 Figure 13



### 5.3 Future Intersection Levels of Service

To analyze future conditions in the year 2019 without the proposed Project construction traffic, intersection turn volumes with ambient growth were analyzed using the same methodology applied to the existing conditions analysis.

Table 8 provides the a.m. and p.m. peak-hour results of this analysis for the study intersections.

**Table 8 – Level of Service Calculations – Future Without-Project Construction Conditions**

Study Intersections		AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1	La Brea Avenue & I-10 WB Off-Ramp	0.379	A	0.548	A
2	La Brea Avenue & I-10 EB Off-Ramp	0.468	A	0.387	A
3	La Brea Avenue & Jefferson Boulevard	1.050	F	1.088	F
4	La Brea Avenue & Rodeo Road	1.288	F	1.137	F
5	Martin Luther King, Jr. Boulevard & Rodeo Road	0.493	A	0.531	A
6	Farmdale Avenue & Rodeo Road	0.485	A	0.504	A
7	Crenshaw Boulevard & Rodeo Road	0.691	B	0.770	C

LOS = Level of Service; V/C = Volume-to-Capacity Ratio

Under this scenario, all intersections would continue to operate at LOS D or better during the weekday a.m. and p.m. peak hours, except for the following:

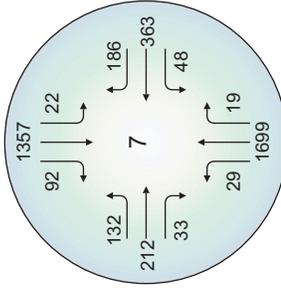
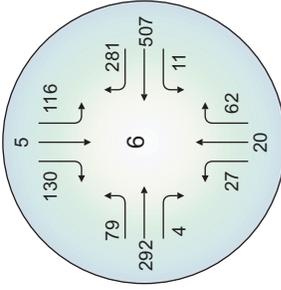
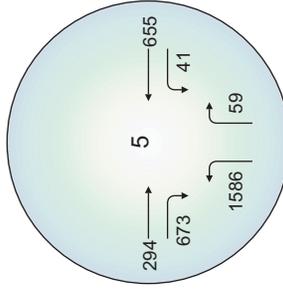
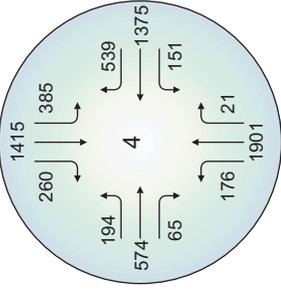
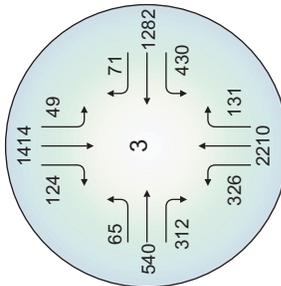
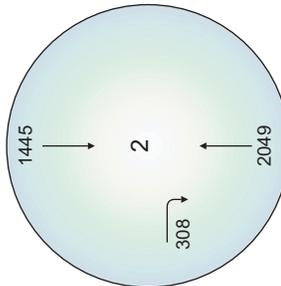
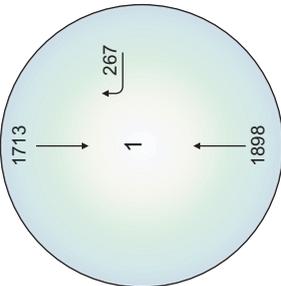
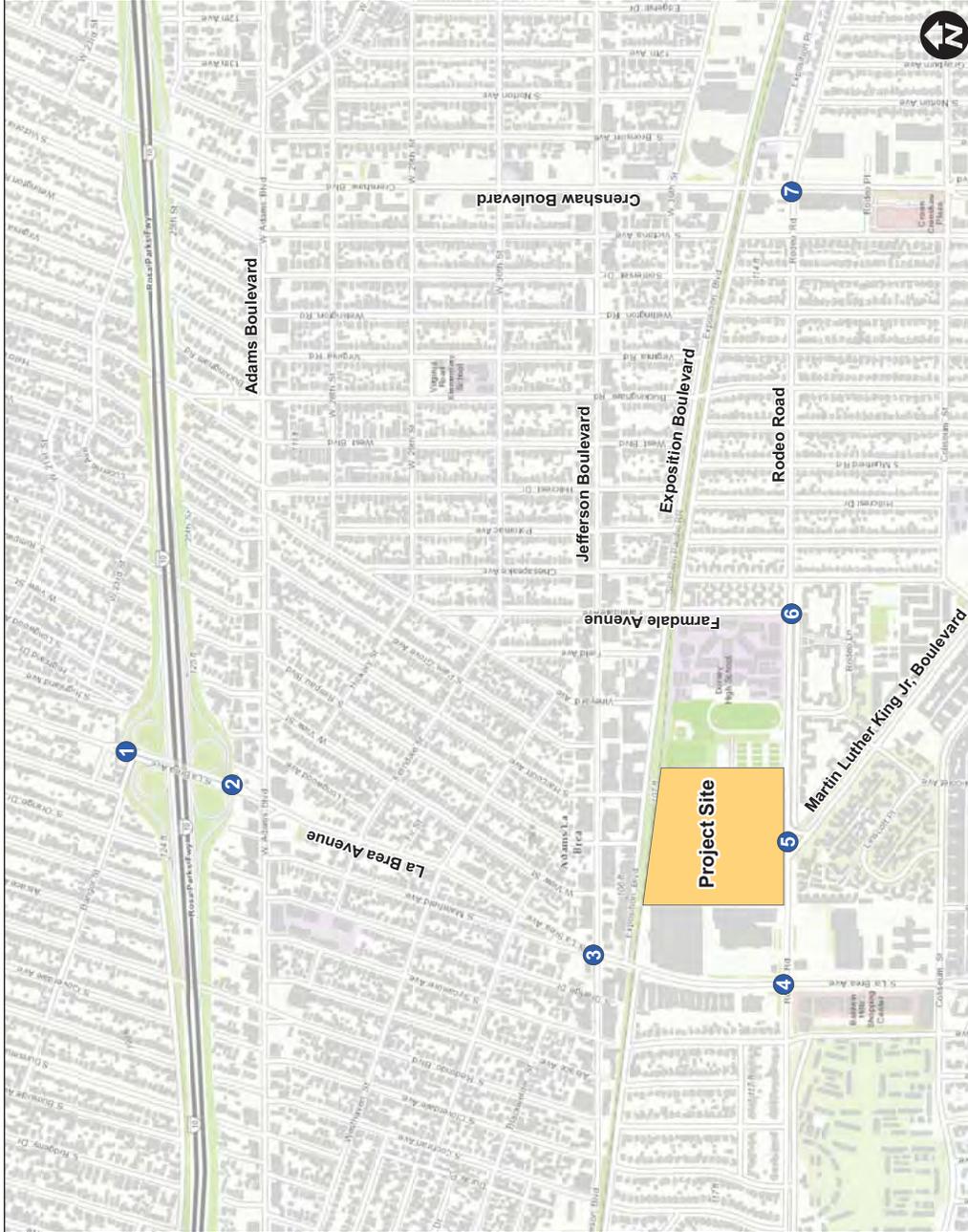
- La Brea Avenue / Jefferson Boulevard – Operating at LOS F in the a.m. and p.m. peak hours.
- La Brea Avenue / Rodeo Road – Operating at LOS F in the a.m. and p.m. peak hours.

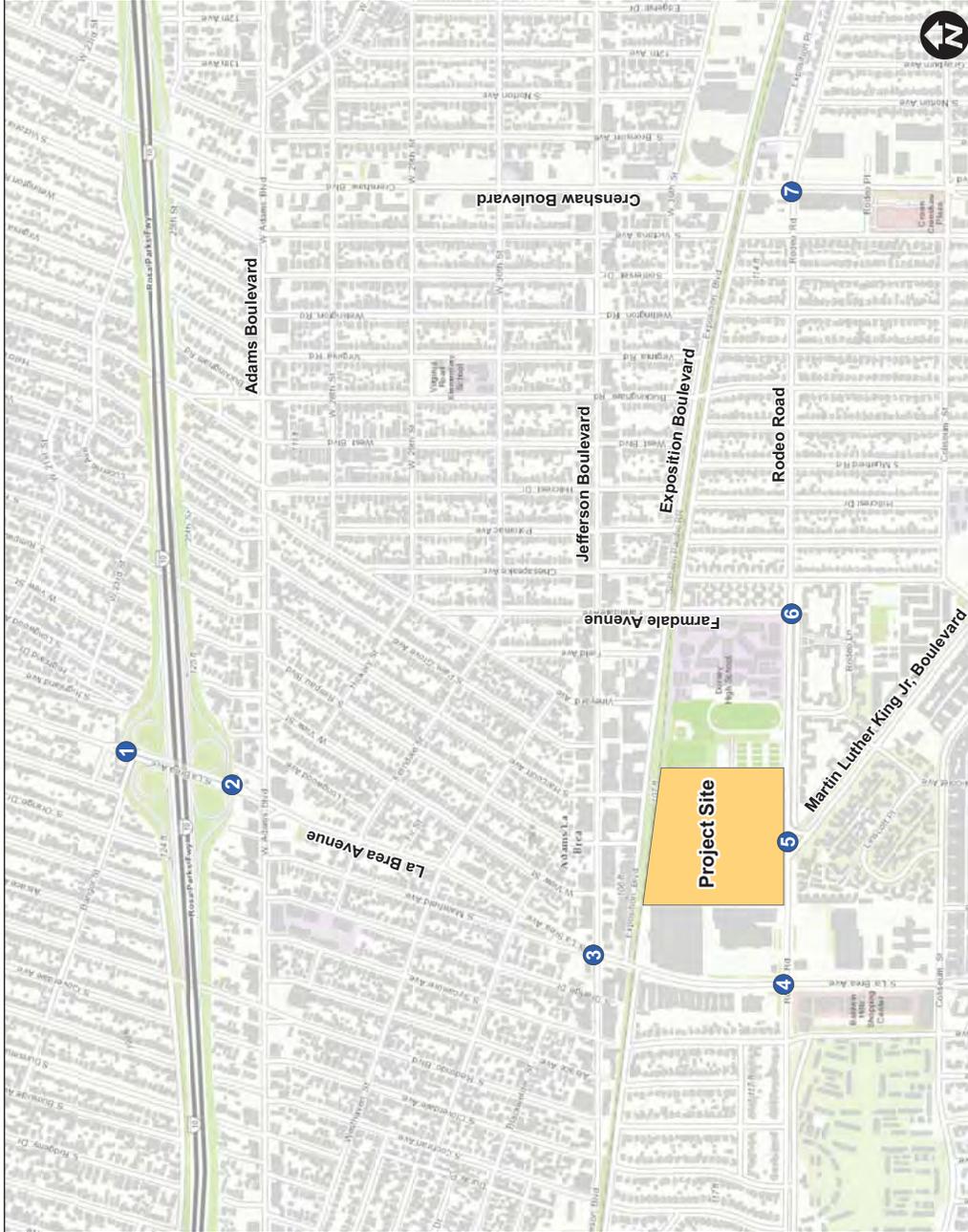
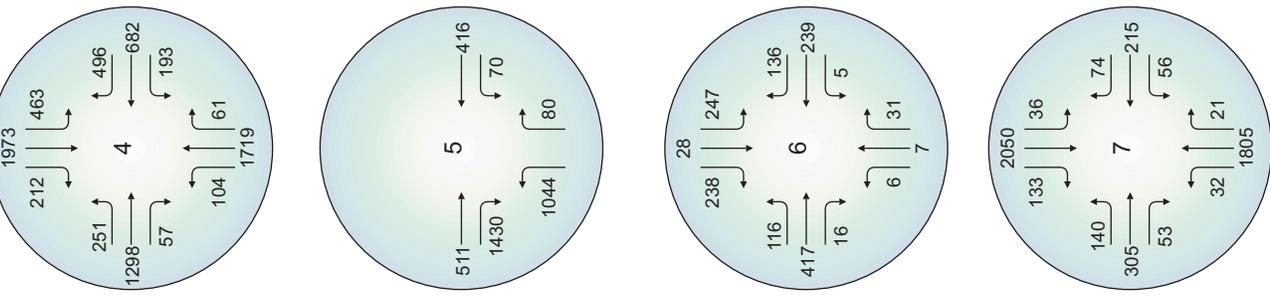
The study intersection analysis CMA worksheets for this scenario are provided in Appendix B of this report. The analyzed peak-hour traffic volumes at the study intersections and roadways for this scenario are provided on Figure 14 (a.m. peak) and Figure 15 (p.m. peak).

**LEGEND**

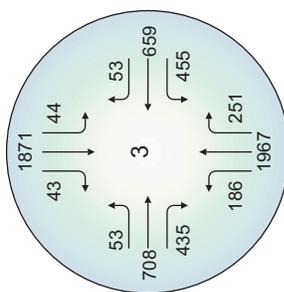
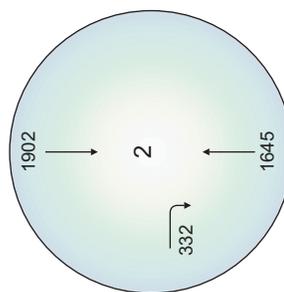
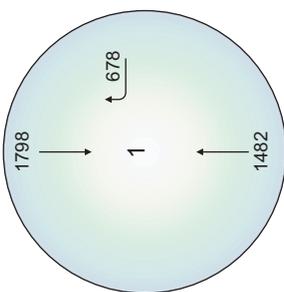
-  Project Site
-  Study Intersection
-  Intersection Turn Volumes

Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community





Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community



**LEGEND**

-  Project Site
-  Study Intersection
-  Intersection Turn Volumes

## 6. Future Project Construction-Period Conditions

This section documents future traffic conditions at the study intersections with the addition of Project-construction generated traffic. Traffic volumes for these conditions were derived by adding the net Project construction trips to the future without-Project volumes.

The future 2019 with-Project construction traffic volumes are illustrated on Figure 16 (a.m. peak hour) and Figure 17 (p.m. peak hour). The LADOT Critical Movement Analysis (CMA) calculation worksheets are provided in Appendix B of this report.

Table 9 summarizes the resulting V/C and LOS values at the study intersections.

**Table 9 – Study Intersection Conditions –  
Future With Project Construction Conditions**

Study Intersections		AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1	La Brea Avenue & I-10 WB Off-Ramp	0.381	A	0.549	A
2	La Brea Avenue & I-10 EB Off-Ramp	0.469	A	0.389	A
3	La Brea Avenue & Jefferson Boulevard	1.050	F	1.089	F
4	La Brea Avenue & Rodeo Road	1.290	F	1.139	F
5	Martin Luther King, Jr. Boulevard & Rodeo Road	0.496	A	0.531	A
6	Farmdale Avenue & Rodeo Road	0.491	A	0.508	A
7	Crenshaw Boulevard & Rodeo Road	0.692	B	0.773	C

*LOS = Level of Service; V/C = Volume-to-Capacity Ratio*

The data in Table 9 indicates that five of the seven study intersections are projected to operate at LOS D or better during the a.m. and p.m. peak hours. The following intersections are operating at LOS E (poor operating conditions, nearing capacity) or LOS F (at / overcapacity):

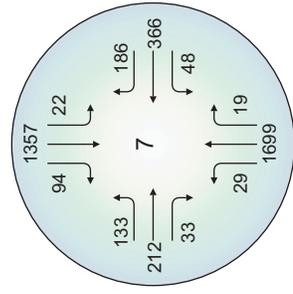
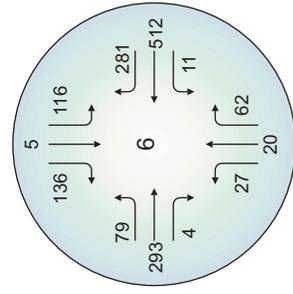
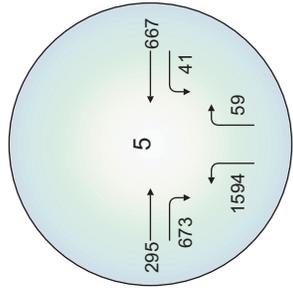
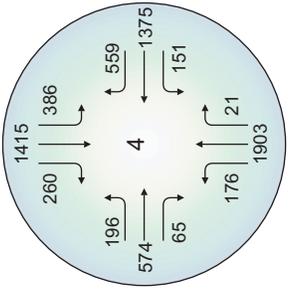
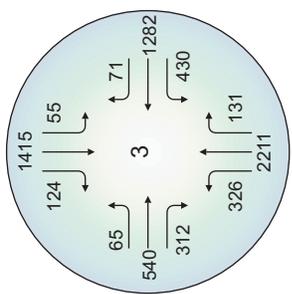
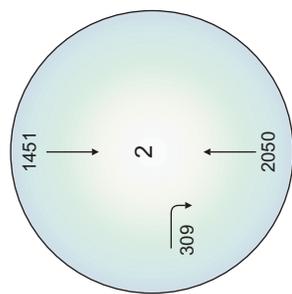
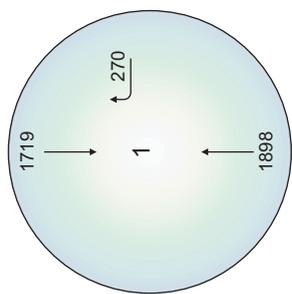
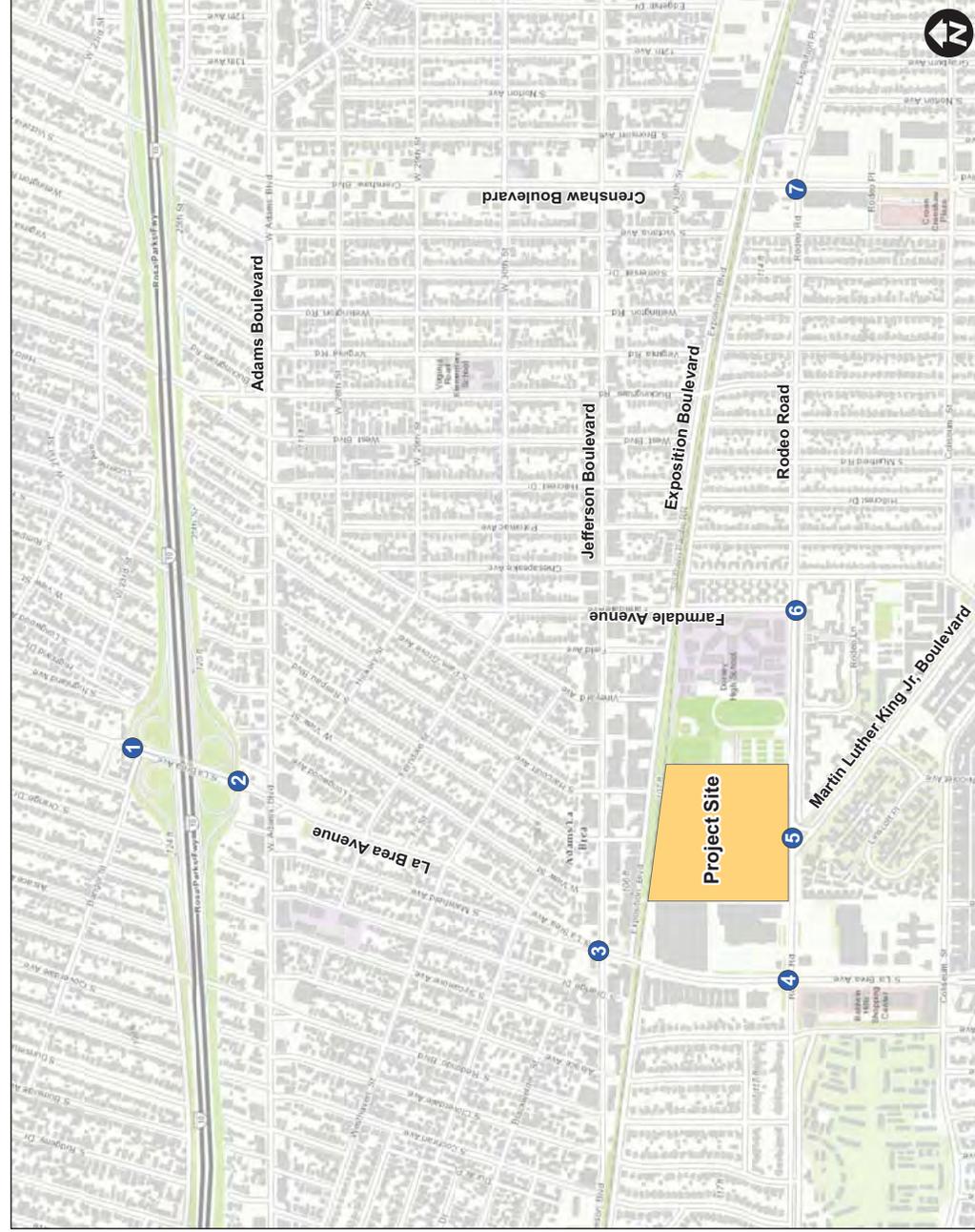
- La Brea Avenue / Jefferson Boulevard – Operating at LOS E in the a.m. and p.m. peak hours.
- La Brea Avenue / Rodeo Road – Operating at LOS F in the a.m. and LOS E in the p.m. peak hour.

Significant impact determinations are provided in Section 7 of this report.

**LEGEND**

-  Project Site
-  Study Intersection
-  Intersection Turn Volumes

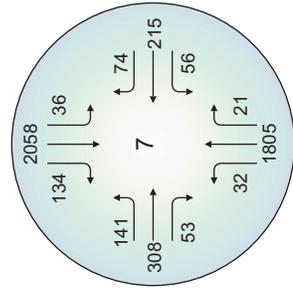
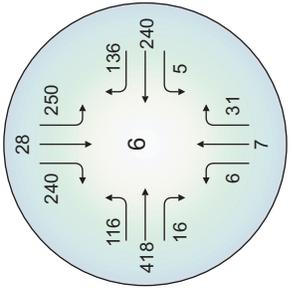
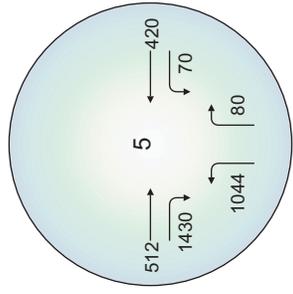
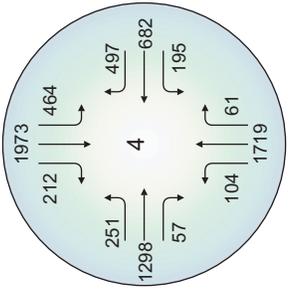
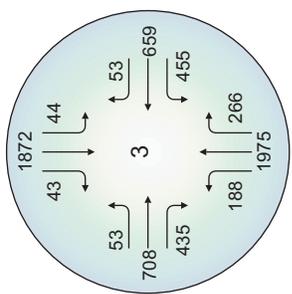
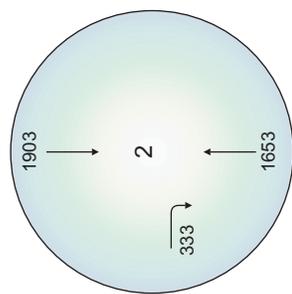
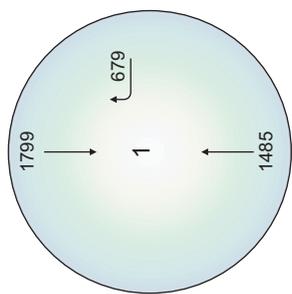
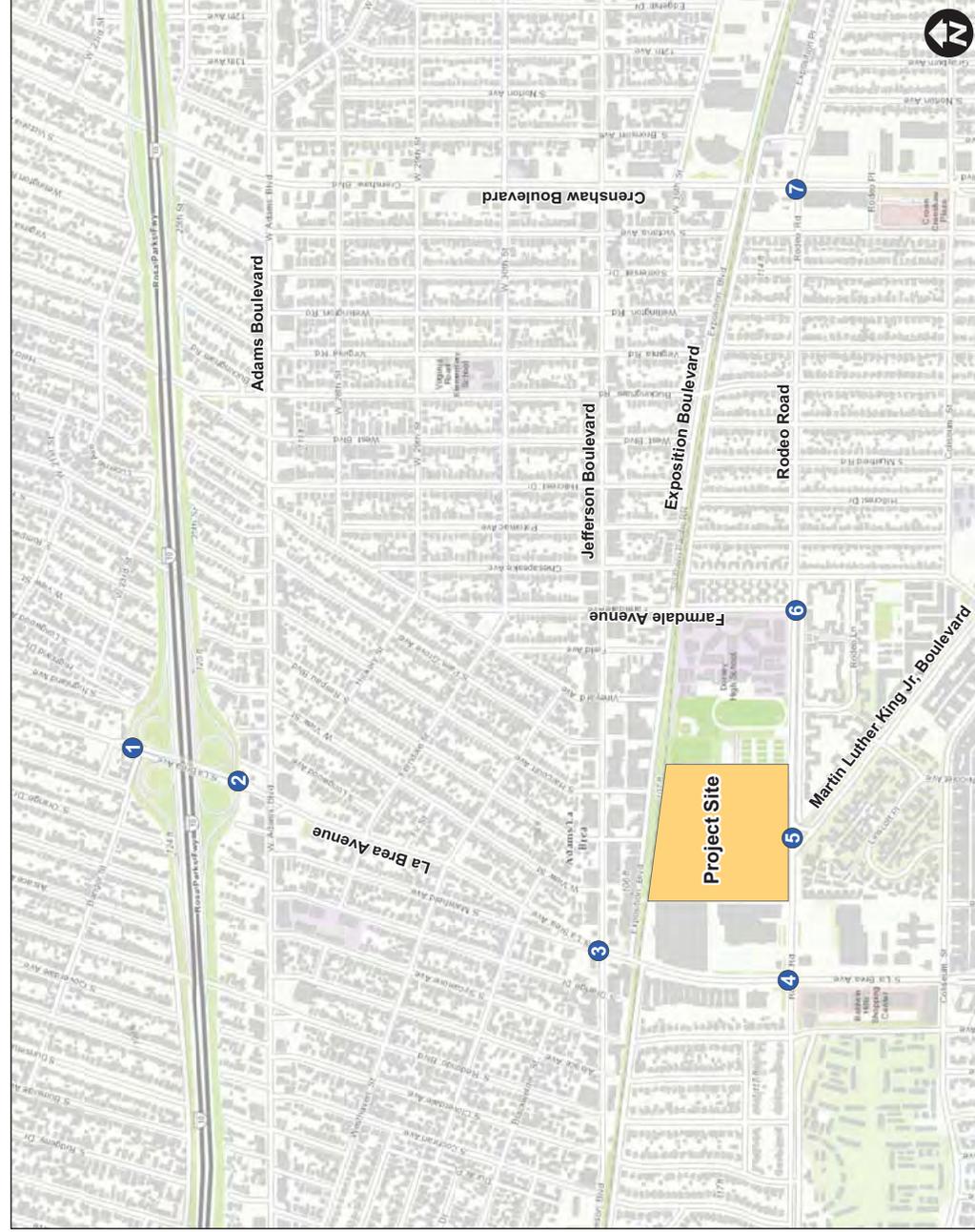
Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community



**LEGEND**

-  Project Site
-  Study Intersection
-  Intersection Turn Volumes

Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community



## 7. Project Construction Impacts

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### 7.1 Significant Impact Guidelines

Traffic impacts are identified if a proposed development will result in a significant change in traffic conditions at a study intersection. A significant impact is typically identified if project-related traffic will cause service levels to deteriorate beyond a threshold limit specified by the overseeing agency. Impacts can also be significant if an intersection is already operating below an acceptable level of service and project related traffic will worsen conditions within the specified threshold range.

The City of Los Angeles Department of Transportation has established specific thresholds for project-related increases in the volume-to-capacity ratio (V/C) of signalized study intersections. The following increases in peak-hour V/C ratios are considered significant impacts:

Level of Service	Final V/C*	Project Related v/c increase
C	< 0.70 – 0.80	Equal to or greater than 0.040
D	< 0.80 – 0.90	Equal to or greater than 0.020
E and F	0.90 or more	Equal to or greater than 0.010

*Note: Final V/C is the V/C ratio at an intersection, considering impacts from the project, ambient growth, trips from areal/cumulative projects, but without proposed traffic impact mitigations.*

### 7.2 Project Traffic Impacts – Existing with Project Construction Conditions

A summary of the existing and existing with-Project construction traffic V/C and LOS values is provided by Table 10. Traffic impacts created by the proposed Project are determined by comparing the existing conditions to the existing with-Project construction traffic conditions.

**Table 10 – Study Intersection Impacts  
Existing plus-Project Construction Conditions**

Study Intersections		Peak Hour	Existing (2015) Conditions		Existing (2015) + Project Construction		Change in V/C	Sig Impact?
			V/C or Delay	LOS	V/C or Delay	LOS		
1	La Brea Avenue & I-10 WB Off-Ramp	AM	0.349	A	0.351	A	0.002	No
		PM	0.509	A	0.510	A	0.001	No
2	La Brea Avenue & I-10 EB Off-Ramp	AM	0.401	A	0.401	A	0.000	No
		PM	0.301	A	0.303	A	0.002	No
3	La Brea Avenue & Jefferson Boulevard	AM	0.949	E	0.954	E	0.005	No
		PM	0.970	E	0.971	E	0.001	No
4	La Brea Avenue & Rodeo Road	AM	1.118	F	1.120	F	0.002	No
		PM	0.947	E	0.949	E	0.002	No
5	Martin Luther King, Jr. Boulevard & Rodeo Road	AM	0.431	A	0.437	A	0.006	No
		PM	0.441	A	0.442	A	0.001	No
6	Farmdale Avenue & Rodeo Road	AM	0.462	A	0.468	A	0.006	No
		PM	0.481	A	0.485	A	0.004	No
7	Crenshaw Boulevard & Rodeo Road	AM	0.523	A	0.525	A	0.002	No
		PM	0.479	A	0.483	A	0.004	No

LOS = Level of Service, V/C = Volume-to-Capacity Ratio

The proposed Project construction is not anticipated to create significant traffic impacts at any of the study intersections under the analyzed existing plus-Project construction traffic conditions scenario.

### 7.3 Project Traffic Impacts – Future With Project Construction Conditions

Table 11 provides a summary of the future 2019 with-Project construction V/C and LOS values. Traffic impacts created by the Project are determined by comparing the future without-Project conditions to the future with-Project construction conditions.

**Table II – Study Intersection Impacts  
Future With Project Construction Conditions**

Study Intersections		Peak Hour	Future (2019) No Project		Future (2019) With Project Construction		Change in V/C	Sig Impact?
			V/C or Delay	LOS	V/C or Delay	LOS		
1	La Brea Avenue & I-10 WB Off-Ramp	AM	0.379	A	0.381	A	0.002	No
		PM	0.548	A	0.549	A	0.001	No
2	La Brea Avenue & I-10 EB Off-Ramp	AM	0.468	A	0.469	A	0.001	No
		PM	0.387	A	0.389	A	0.002	No
3	La Brea Avenue & Jefferson Boulevard	AM	1.050	F	1.050	F	0.000	No
		PM	1.088	F	1.089	F	0.001	No
4	La Brea Avenue & Rodeo Road	AM	1.288	F	1.290	F	0.002	No
		PM	1.137	F	1.139	F	0.002	No
5	Martin Luther King, Jr. Boulevard & Rodeo Road	AM	0.493	A	0.496	A	0.003	No
		PM	0.531	A	0.531	A	0.000	No
6	Farmdale Avenue & Rodeo Road	AM	0.485	A	0.491	A	0.006	No
		PM	0.504	A	0.508	A	0.004	No
7	Crenshaw Boulevard & Rodeo Road	AM	0.691	B	0.692	B	0.001	No
		PM	0.770	C	0.773	C	0.003	No

LOS = Level of Service, V/C = Volume-to-Capacity Ratio

The proposed Project construction is not anticipated to create significant traffic impacts at any of the study intersections under the analyzed Future with Project construction traffic conditions scenario.

#### 7.4 Project Pedestrian Access

The nearby signalized intersections of Martin Luther King, Jr. Boulevard / Rodeo Road and La Brea Avenue / Rodeo Road, along with an existing mid-block crosswalk located to the east of the Project site on Rodeo Road, provide protected pedestrian crossings that allow for safe pedestrian movements and will remain accessible during and after construction.

Furthermore, the existing sidewalk fronting the Project site along Rodeo Road and any bus stops will remain accessible during and after construction in order to ensure safe pedestrian travel and convenient transit access. Overall, an existing sidewalk network and traffic signals at major intersections provide an adequate local pedestrian travel network for the proposed Project.

## 8. West Driveway Traffic Analysis

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This section analyzes the traffic impact that would be experienced by the proposed new right-in/right-out driveway at the south side of the Project site, near the west property line. The new driveway will provide access from Rodeo Road to new parking facilities located on the west side of the upgraded park complex.

The additional parking and new driveway would be used approximately 20-25 times a year for sports and community programs.

In order to prepare this analysis, a.m. and p.m. peak hour driveway counts were taken on Thursday, October 1, 2015 at the existing north driveway that provides access to Exposition Boulevard, near the Expo Line right-of-way.

The volumes from this driveway were analyzed without reduction, to conservatively represent a shift of all north parking area vehicle volumes to the new south driveway. It is not expected that the new driveway would operate with the intensity of the volumes analyzed here. The new southern driveway would be one of two driveways providing access to the parking area, the other being the existing north driveway on Exposition Boulevard. Special event traffic was not analyzed for this exercise, as such events do not represent typical conditions and the access driveways should provide adequate capacity for day-to-day operations of the park.

The City of Los Angeles does not provide traffic impact analysis methodology for unsignalized intersections. For this analysis of level of service (LOS) and queuing at the driveway, the Highway Capacity Manual (HCM) methodology was used. The HCM method takes into account vehicle volumes, pedestrian and bike movements, user defined saturation flow rates, and storage bay lengths. The resulting intersection delay (seconds) is then utilized for identification of a level of service value for that particular peak hour period. The output for this method is a delay (in seconds) value and a level of service for the intersection as a whole.

Table 12 shows the anticipated vehicle delay and 90<sup>th</sup> percentile queue at the new driveway.

**Table 12 – West Driveway Traffic Analysis  
Existing and Future With Project Conditions**

AM Peak Hour			
Driveway Delay (sec.) / LOS		Max Driveway Queue (Vehicles) <sup>1</sup>	
Existing + Project	Future With Project	Existing + Project	Future With Project
27 / D	32.1 / D	0.2	0.3
PM Peak Hour			
Driveway Delay (sec.)		Max Driveway Queue (Vehicles) <sup>1</sup>	
Existing + Project	Future With Project	Existing + Project	Future With Project
17.4 / C	22.2 / C	0.5	0.7

1. Vehicle queues reflect those occurring at the driveway approach with the longest queue.

As Table 12 shows, under the existing + Project scenario, the driveway LOS is D or better and the delay is just under 30 seconds per vehicle during the AM and PM peak hour. The maximum driveway vehicle queue during both peak hours is under one vehicle max.

Under the Future with Project scenario, the driveway LOS is D or better and the delay is 32 seconds or less during both the AM and PM peak hours. The maximum driveway vehicle queue during both peak hours is under one vehicle max.

Although the driveway delay is approximately half a minute during the AM peak it is not anticipated that this would lead to a severe driveway traffic impact as the vehicle volumes and delay would not cause a long vehicle queue on-site. Special event volumes would cause higher delays, but those events would not represent typical traffic conditions, and the larger parking lot area on the west side of the site has access points on both the north and south sides of the site.

Furthermore, the driveway will only be used between 20 and 25 times a year, so it is not expected to cause a frequent traffic problem.

In the event that the driveway queue exceeds two vehicles during special events, the park operator may set up temporary traffic control to ease congestion and improve traffic flow.

## 9. Congestion Management Program (CMP) Analysis

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This section demonstrates the ways in which this traffic study was prepared to be in conformance with the procedures mandated by the County of Los Angeles Congestion Management Program. The CMP program is intended to analyze the cumulative impact of new development as it occurs, and allow for improvements to the roadway system as level of service values on monitored facilities are reduced to poor levels. The CMP guidelines are analyzed here in order to illustrate project compliance.

The Congestion Management Program (CMP) was created statewide because of Proposition III and has been implemented locally by the Los Angeles County Metropolitan Transportation Authority (LACMTA). The CMP for Los Angeles County requires the analysis of the traffic impacts of individual development projects with potentially regional significance. A specific system of arterial roadways plus all freeways comprises the CMP system. In conformance with CMP Transportation Impact Analysis (TIA) Guidelines, a traffic impact analysis is conducted at:

- CMP arterial monitoring intersections, including freeway on-ramps or off-ramps, where the proposed project would add 50 or more vehicle trips during either morning or afternoon weekday peak hours.
- CMP mainline freeway-monitoring locations, where the project would add 150 or more trips, in either direction, during the either the morning or afternoon weekday peak hours.

Truck trips within the totals below have been adjusted by a passenger-car equivalent (PCE) factor of 2.5, as explained within the analysis. Construction employee vehicle trips have also been included.

### Impacts to CMP Arterials

The nearest CMP monitoring location to the project study corridor is La Cienega Boulevard and Jefferson Boulevard, which is located approximately 1.20 miles to the northwest of the project site. Based on the trip generation, distribution, and anticipated detour routes of the project, it is not expected that 50 or more construction project trips would be added to this nearby CMP intersection. Therefore, no further analysis of potential CMP impacts is required.

### Impacts to CMP Freeways

The nearest CMP mainline freeway-monitoring location to the project site is on the I-10 freeway, to the east of La Brea Avenue. This location is located approximately 0.8-miles to the north of the project site. The proposed project is expected to add less than 150 new trips per hour, in either direction, to any freeway segment based on the project trip generation. Therefore, no further analysis of CMP freeway monitoring stations is required.

## 10. Conclusions and Recommended Measures

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This section provides major conclusions of the Project traffic impact analysis and recommendations to alleviate localized but insignificant traffic impacts.

Major analysis assumptions and conclusions are as follows:

### 10.1 Proposed Project Assumptions and Conclusions

- Under existing analyzed conditions, five of the seven study intersections are operating at LOS D or better during the a.m. and p.m. peak hours.
- Construction of the project is scheduled to commence in 2016 and end in 2019. Typical construction hours would be Monday through Friday from 7:00 a.m. to 3:30 p.m.
- Project construction for the proposed Project would generate a daily total of 110 passenger car equivalent trips, with 27 (25 inbound and 2 outbound) trips occurring during the a.m. peak hour and 27 (2 inbound and 25 outbound) trips occurring during the p.m. peak hour.
- Under the existing plus-Project construction analysis, two of the seven study intersections will operate at LOS E or F.
- Under the future with-Project construction analysis, two of the seven study intersections will operate at LOS E or F.
- No significant traffic impacts will occur due to Project construction.
- The proposed West Driveway is not expected to experience high levels of delay for outbound vehicles. The queues, are not anticipated to surpass one vehicle.
- In the event that the driveway queue exceeds two vehicles, it is recommended that the park operator set up temporary traffic control to ease congestion and improve traffic flow. This may be necessary during special events and championship sports events.
- The Project will not generate any new measurable and regular vehicle trips during the operations period, and long-term mitigation measures are therefore not required.

**APPENDIX A**  
**Existing Traffic Count Data**

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**City Of Los Angeles**  
**Department Of Transportation**  
**MANUAL TRAFFIC COUNT SUMMARY**

STREET: North/South La Brea Ave

East/West I-10 WB Off Ramp

Day: Thursday Date: October 1, 2015 Weather: SUNNY

Hours: 7-10 & 3-6 Chekrs: NDS

School Day: YES District: \_\_\_\_\_ I/S CODE \_\_\_\_\_

	N/B		S/B		E/B		W/B	
<b>DUAL-WHEELED</b>	0		0		0		0	
<b>BIKES</b>	0		0		0		0	
<b>BUSES</b>	0		0		0		0	
	N/B	TIME	S/B	TIME	E/B	TIME	W/B	TIME
<i>AM PK 15 MIN</i>	570	7.15	599	7.15	73	9.45	99	9.30
<i>PM PK 15 MIN</i>	451	15.45	547	16.15	176	16.00	175	16.45
<i>AM PK HOUR</i>	2158	7.15	2232	7.15	243	9.00	326	9.00
<i>PM PK HOUR</i>	1687	15.30	2060	17.00	670	16.00	652	16.15

**NORTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	1771	374	2145
8-9	0	1632	336	1968
9-10	0	1653	261	1914
15-16	0	1307	339	1646
16-17	0	1311	267	1578
17-18	0	1419	211	1630
<b>TOTAL</b>	0	9093	1788	10881

**SOUTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	1530	642	2172
8-9	0	1546	552	2098
9-10	0	1351	453	1804
15-16	0	1384	392	1776
16-17	0	1635	299	1934
17-18	0	1700	360	2060
<b>TOTAL</b>	0	9146	2698	11844

**TOTAL**

**XING S/L**

**XING N/L**

N-S	Ped	Sch	Ped	Sch
4317	0	0	0	0
4066	0	0	0	0
3718	0	0	0	0
3422	0	0	0	0
3512	0	0	0	0
3690	0	0	0	0
<b>22725</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**EASTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	0	96	96
8-9	0	0	115	115
9-10	0	0	243	243
15-16	0	0	518	518
16-17	0	0	670	670
17-18	0	0	555	555
<b>TOTAL</b>	0	0	2197	2197

**WESTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	0	255	255
8-9	0	0	301	301
9-10	0	0	326	326
15-16	0	0	483	483
16-17	0	0	633	633
17-18	0	0	544	544
<b>TOTAL</b>	0	0	2542	2542

**TOTAL**

**XING W/L**

**XING E/L**

E-W	Ped	Sch	Ped	Sch
351	0	0	0	0
416	0	0	0	0
569	0	0	0	0
1001	0	0	0	0
1303	0	0	0	0
1099	0	0	0	0
<b>4739</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

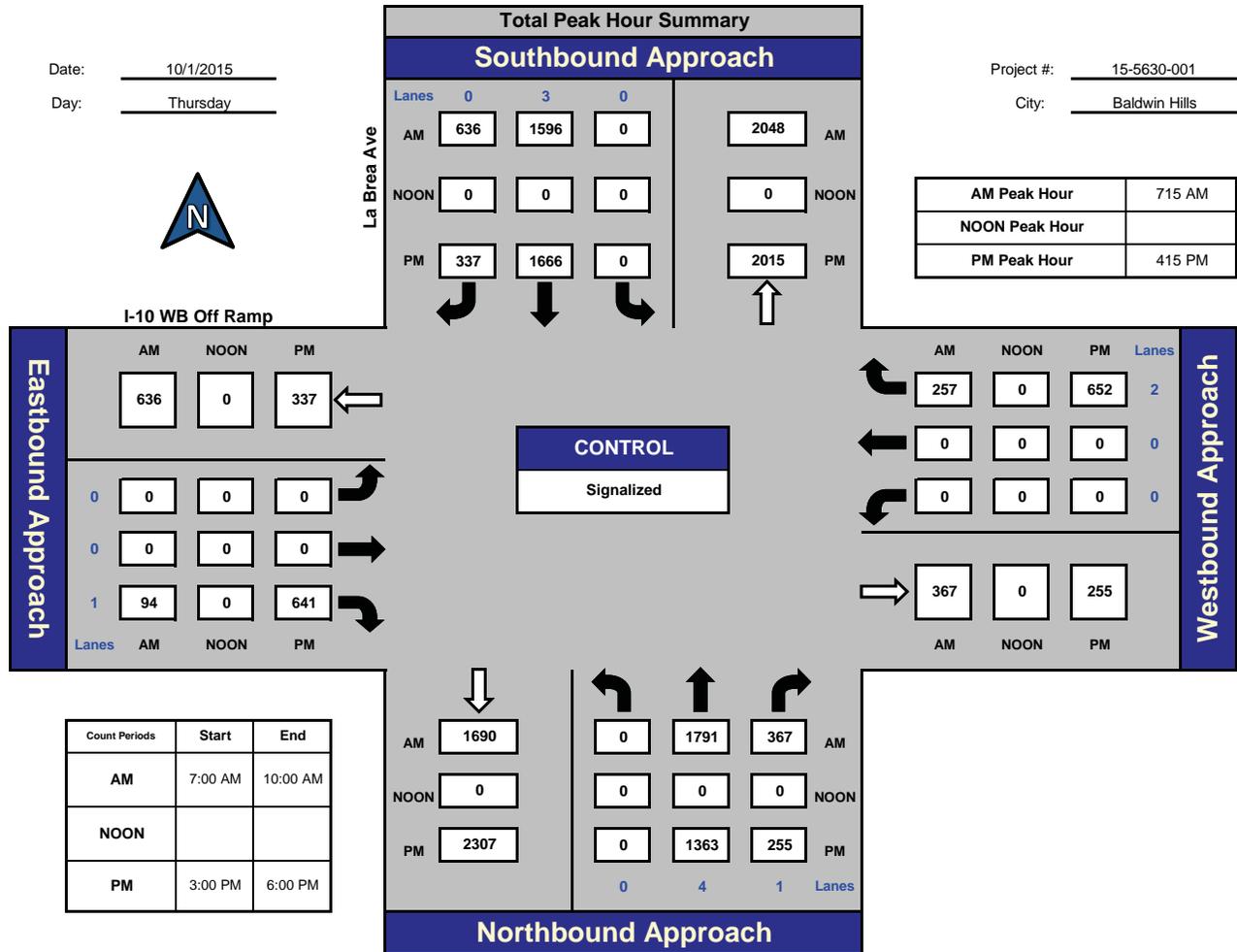
# ITM Peak Hour Summary



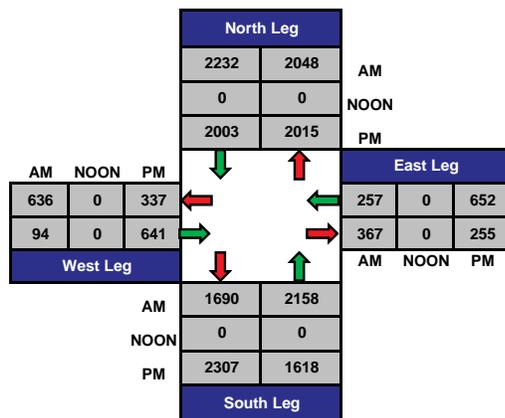
## La Brea Ave and I-10 WB Off Ramp , Baldwin Hills

Date: 10/1/2015  
 Day: Thursday

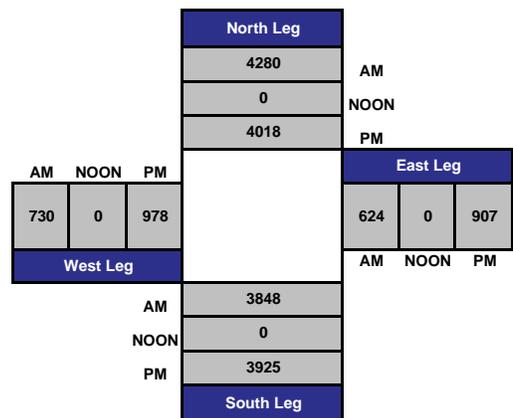
Project #: 15-5630-001  
 City: Baldwin Hills



### Total Ins & Outs



### Total Volume Per Leg



# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-001

Day: Thursday

City: Baldwin Hills

**TOTALS**

Date: 10/1/2015

NS/EW Streets:	AM												TOTAL
	La Brea Ave			La Brea Ave			I-10 WB Off Ramp			I-10 WB Off Ramp			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	4	1	0	3	0	0	0	1	0	0	2	
7:00 AM	0	398	102	0	338	160	0	0	28	0	0	68	1094
7:15 AM	0	462	108	0	403	196	0	0	18	0	0	53	1240
7:30 AM	0	481	71	0	406	165	0	0	22	0	0	62	1207
7:45 AM	0	430	93	0	383	121	0	0	28	0	0	72	1127
8:00 AM	0	418	95	0	404	154	0	0	26	0	0	70	1167
8:15 AM	0	395	87	0	389	154	0	0	24	0	0	82	1131
8:30 AM	0	438	68	0	424	135	0	0	30	0	0	83	1178
8:45 AM	0	381	86	0	329	109	0	0	35	0	0	66	1006
9:00 AM	0	451	91	0	340	156	0	0	37	0	0	51	1126
9:15 AM	0	427	46	0	332	114	0	0	62	0	0	88	1069
9:30 AM	0	383	54	0	337	103	0	0	71	0	0	99	1047
9:45 AM	0	392	70	0	342	80	0	0	73	0	0	88	1045
<b>TOTAL VOLUMES :</b>	0	5056	971	0	4427	1647	0	0	454	0	0	882	13437
<b>APPROACH %'s :</b>	0.00%	83.89%	16.11%	0.00%	72.88%	27.12%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	
<b>PEAK HR START TIME :</b>	7:15 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	1791	367	0	1596	636	0	0	94	0	0	257	4741
<b>PEAK HR FACTOR :</b>	0.946			0.932			0.839			0.892			0.956

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-001

Day: Thursday

City: Baldwin Hills

TOTALS

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			I-10 WB Off Ramp			I-10 WB Off Ramp			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
	0	4	1	0	3	0	0	0	1	0	0	2	
3:00 PM	0	307	70	0	308	93	0	0	171	0	0	161	1110
3:15 PM	0	289	81	0	354	90	0	0	61	0	0	41	916
3:30 PM	0	352	96	0	356	112	0	0	144	0	0	142	1202
3:45 PM	0	359	92	0	366	97	0	0	142	0	0	139	1195
4:00 PM	0	301	68	0	378	67	0	0	176	0	0	149	1139
4:15 PM	0	338	81	0	465	82	0	0	161	0	0	154	1281
4:30 PM	0	341	53	0	388	70	0	0	174	0	0	155	1181
4:45 PM	0	331	65	0	404	80	0	0	159	0	0	175	1214
5:00 PM	0	353	56	0	409	105	0	0	147	0	0	168	1238
5:15 PM	0	320	45	0	418	75	0	0	145	0	0	131	1134
5:30 PM	0	379	66	0	452	83	0	0	124	0	0	113	1217
5:45 PM	0	367	44	0	421	97	0	0	139	0	0	132	1200
<b>TOTAL VOLUMES :</b>	0	4037	817	0	4719	1051	0	0	1743	0	0	1660	14027
<b>APPROACH %'s :</b>	0.00%	83.17%	16.83%	0.00%	81.79%	18.21%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	
<b>PEAK HR START TIME :</b>	415 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	1363	255	0	1666	337	0	0	641	0	0	652	4914
<b>PEAK HR FACTOR :</b>	0.965			0.915			0.921			0.931			0.959

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-001

Day: Thursday

City: Baldwin Hills

CARS

Date: 10/1/2015

AM

NS/EW Streets:	La Brea Ave			La Brea Ave			I-10 WB Off Ramp			I-10 WB Off Ramp			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	4	1	0	3	0	0	0	1	0	0	2	
7:00 AM	0	398	102	0	338	160	0	0	28	0	0	68	1094
7:15 AM	0	462	108	0	403	196	0	0	18	0	0	53	1240
7:30 AM	0	481	71	0	406	165	0	0	22	0	0	62	1207
7:45 AM	0	430	93	0	383	121	0	0	28	0	0	72	1127
8:00 AM	0	418	95	0	404	154	0	0	26	0	0	70	1167
8:15 AM	0	395	87	0	389	154	0	0	24	0	0	82	1131
8:30 AM	0	438	68	0	424	135	0	0	30	0	0	83	1178
8:45 AM	0	381	86	0	329	109	0	0	35	0	0	66	1006
9:00 AM	0	451	91	0	340	156	0	0	37	0	0	51	1126
9:15 AM	0	427	46	0	332	114	0	0	62	0	0	88	1069
9:30 AM	0	383	54	0	337	103	0	0	71	0	0	99	1047
9:45 AM	0	392	70	0	342	80	0	0	73	0	0	88	1045

	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	0	5056	971	0	4427	1647	0	0	454	0	0	882	13437
APPROACH %'s :	0.00%	83.89%	16.11%	0.00%	72.88%	27.12%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	

PEAK HR START TIME :	7:15 AM												TOTAL
PEAK HR VOL :	0	1791	367	0	1596	636	0	0	94	0	0	257	4741
PEAK HR FACTOR :	0.946			0.932			0.839			0.892			0.956

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-001

Day: Thursday

City: Baldwin Hills

CARS

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			I-10 WB Off Ramp			I-10 WB Off Ramp			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	4	1	0	3	0	0	0	1	0	0	2	
3:00 PM	0	307	70	0	308	93	0	0	171	0	0	161	1110
3:15 PM	0	289	81	0	354	90	0	0	61	0	0	41	916
3:30 PM	0	352	96	0	356	112	0	0	144	0	0	142	1202
3:45 PM	0	359	92	0	366	97	0	0	142	0	0	139	1195
4:00 PM	0	301	68	0	378	67	0	0	176	0	0	149	1139
4:15 PM	0	338	81	0	465	82	0	0	161	0	0	154	1281
4:30 PM	0	341	53	0	388	70	0	0	174	0	0	155	1181
4:45 PM	0	331	65	0	404	80	0	0	159	0	0	175	1214
5:00 PM	0	353	56	0	409	105	0	0	147	0	0	168	1238
5:15 PM	0	320	45	0	418	75	0	0	145	0	0	131	1134
5:30 PM	0	379	66	0	452	83	0	0	124	0	0	113	1217
5:45 PM	0	367	44	0	421	97	0	0	139	0	0	132	1200
<b>TOTAL VOLUMES :</b>	0	4037	817	0	4719	1051	0	0	1743	0	0	1660	14027
<b>APPROACH %'s :</b>	0.00%	83.17%	16.83%	0.00%	81.79%	18.21%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	
<b>PEAK HR START TIME :</b>	415 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	1363	255	0	1666	337	0	0	641	0	0	652	4914
<b>PEAK HR FACTOR :</b>	0.965			0.915			0.921			0.931			0.959

CONTROL : Signalized



**City Of Los Angeles**  
**Department Of Transportation**  
**MANUAL TRAFFIC COUNT SUMMARY**

STREET: La Brea Ave  
 North/South \_\_\_\_\_  
 East/West I-10 EB Off Ramp  
 Day: Thursday Date: October 1, 2015 Weather: SUNNY  
 Hours: 7-10 & 3-6 Chekrs: NDS  
 School Day: YES District: \_\_\_\_\_ I/S CODE \_\_\_\_\_

	N/B		S/B		E/B		W/B	
<b>DUAL-WHEELED</b>	0		0		0		0	
<b>BIKES</b>	0		0		0		0	
<b>BUSES</b>	0		0		0		0	

	N/B		S/B		E/B		W/B	
	TIME		TIME		TIME		TIME	
<i>AM PK 15 MIN</i>	643	7.15	456	8.30	62	7.30	129	9.15
<i>PM PK 15 MIN</i>	587	15.45	629	16.15	80	15.15	84	15.30
<i>AM PK HOUR</i>	2422	7.00	1696	7.45	222	7.30	422	9.00
<i>PM PK HOUR</i>	2070	15.30	2305	16.00	271	15.00	244	15.00

**NORTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	1864	558	2422
8-9	0	1697	402	2099
9-10	0	1497	524	2021
15-16	0	1404	593	1997
16-17	0	1379	608	1987
17-18	0	1405	537	1942
<b>TOTAL</b>	0	9246	3222	12468

**SOUTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	1223	396	1619
8-9	0	1359	297	1656
9-10	0	1223	366	1589
15-16	0	1492	412	1904
16-17	0	1820	485	2305
17-18	0	1823	422	2245
<b>TOTAL</b>	0	8940	2378	11318

**TOTAL**

**XING S/L**

**XING N/L**

N-S	Ped	Sch	Ped	Sch
4041	0	0	0	0
3755	0	0	0	0
3610	0	0	0	0
3901	0	0	0	0
4292	0	0	0	0
4187	0	0	0	0
<b>23786</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**EASTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	0	196	196
8-9	0	0	213	213
9-10	0	0	180	180
15-16	0	0	271	271
16-17	0	0	211	211
17-18	0	0	260	260
<b>TOTAL</b>	0	0	1331	1331

**WESTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	0	285	285
8-9	0	0	271	271
9-10	0	0	422	422
15-16	0	0	244	244
16-17	0	0	198	198
17-18	0	0	233	233
<b>TOTAL</b>	0	0	1653	1653

**TOTAL**

**XING W/L**

**XING E/L**

E-W	Ped	Sch	Ped	Sch
481	0	0	0	0
484	0	0	0	0
602	0	0	0	0
515	0	0	0	0
409	0	0	0	0
493	0	0	0	0
<b>2984</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# ITM Peak Hour Summary

Prepared by:



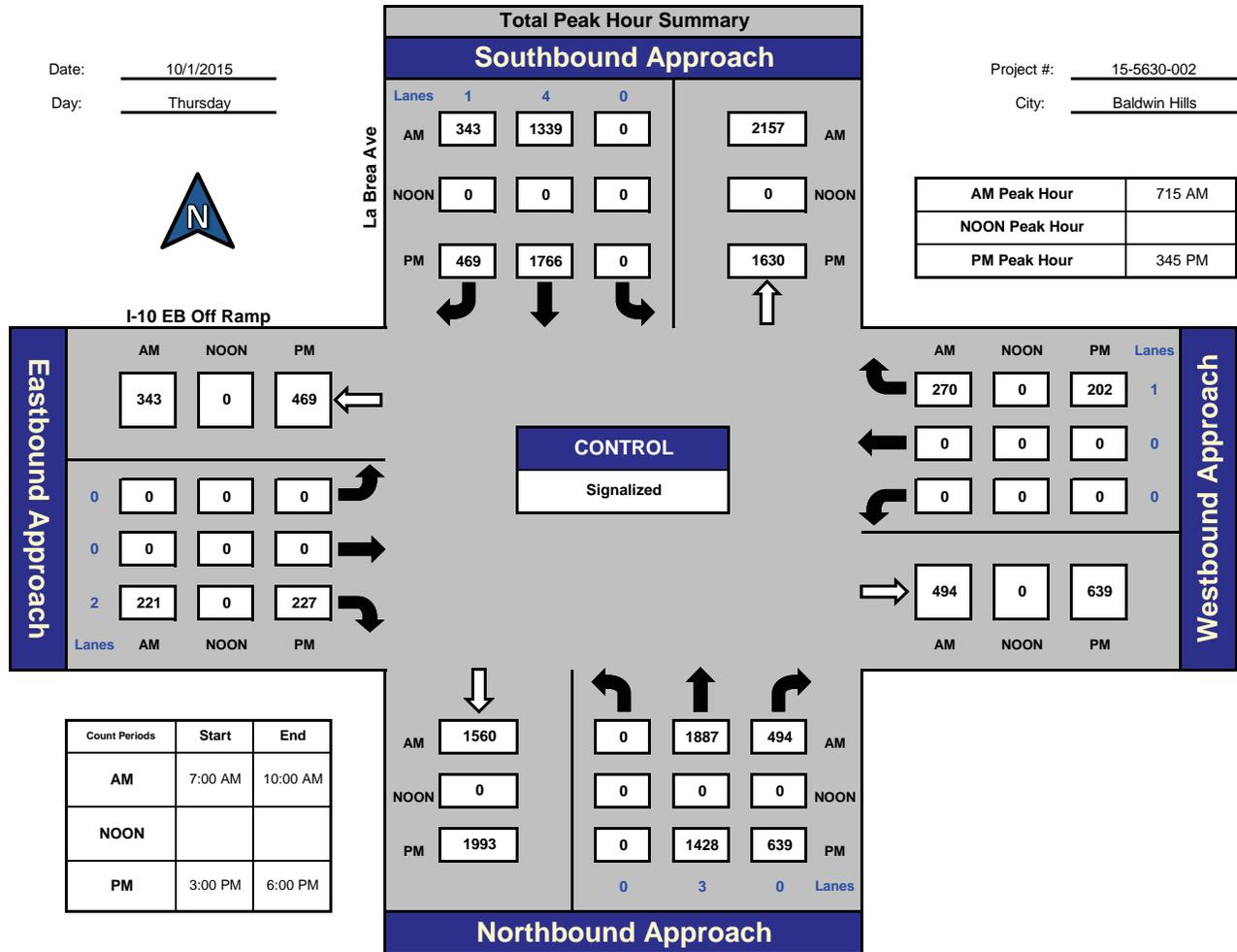
## La Brea Ave and I-10 EB Off Ramp, Baldwin Hills

Date: 10/1/2015

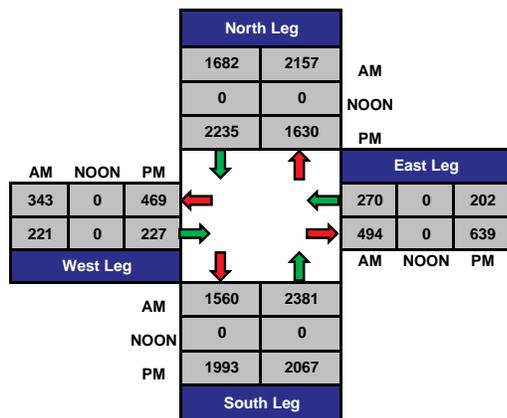
Day: Thursday

Project #: 15-5630-002

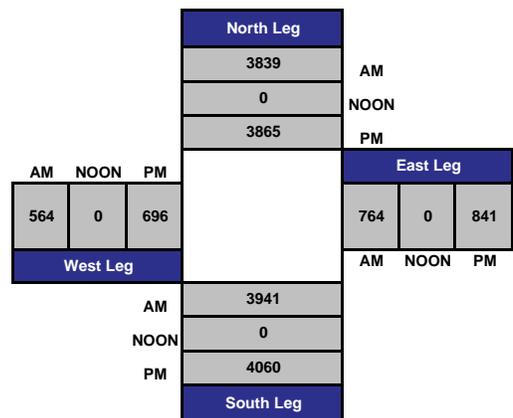
City: Baldwin Hills



### Total Ins & Outs



### Total Volume Per Leg



# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-002

Day: Thursday

City: Baldwin Hills

**TOTALS**

Date: 10/1/2015

NS/EW Streets:	AM												TOTAL
	La Brea Ave			La Brea Ave			I-10 EB Off Ramp			I-10 EB Off Ramp			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	3	0	0	4	1	0	0	2	0	0	1	
7:00 AM	0	426	184	0	242	129	0	0	26	0	0	72	1079
7:15 AM	0	502	141	0	309	102	0	0	48	0	0	73	1175
7:30 AM	0	478	116	0	347	86	0	0	62	0	0	70	1159
7:45 AM	0	458	117	0	325	79	0	0	60	0	0	70	1109
8:00 AM	0	449	120	0	358	76	0	0	51	0	0	57	1111
8:15 AM	0	422	95	0	341	61	0	0	49	0	0	63	1031
8:30 AM	0	417	107	0	369	87	0	0	51	0	0	86	1117
8:45 AM	0	409	80	0	291	73	0	0	62	0	0	65	980
9:00 AM	0	437	112	0	301	69	0	0	48	0	0	99	1066
9:15 AM	0	350	127	0	309	92	0	0	51	0	0	129	1058
9:30 AM	0	323	112	0	317	83	0	0	35	0	0	108	978
9:45 AM	0	387	173	0	296	122	0	0	46	0	0	86	1110
<b>TOTAL VOLUMES :</b>	0	5058	1484	0	3805	1059	0	0	589	0	0	978	12973
<b>APPROACH %'s :</b>	0.00%	77.32%	22.68%	0.00%	78.23%	21.77%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	
<b>PEAK HR START TIME :</b>	715 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	1887	494	0	1339	343	0	0	221	0	0	270	4554
<b>PEAK HR FACTOR :</b>	0.926			0.969			0.891			0.925			0.969

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-002

Day: Thursday

City: Baldwin Hills

TOTALS

Date: 10/1/2015

NS/EW Streets:	PM												TOTAL
	La Brea Ave			La Brea Ave			I-10 EB Off Ramp			I-10 EB Off Ramp			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	3	0	0	4	1	0	0	2	0	0	1	
3:00 PM	0	322	148	0	357	101	0	0	59	0	0	53	1040
3:15 PM	0	324	137	0	324	111	0	0	80	0	0	50	1026
3:30 PM	0	359	120	0	382	92	0	0	64	0	0	84	1101
3:45 PM	0	399	188	0	429	108	0	0	68	0	0	57	1249
4:00 PM	0	319	163	0	430	120	0	0	50	0	0	44	1126
4:15 PM	0	382	140	0	484	145	0	0	54	0	0	38	1243
4:30 PM	0	328	148	0	423	96	0	0	55	0	0	63	1113
4:45 PM	0	350	157	0	483	124	0	0	52	0	0	53	1219
5:00 PM	0	327	148	0	424	113	0	0	60	0	0	68	1140
5:15 PM	0	334	137	0	480	95	0	0	62	0	0	45	1153
5:30 PM	0	384	121	0	443	107	0	0	59	0	0	51	1165
5:45 PM	0	360	131	0	476	107	0	0	79	0	0	69	1222
<b>TOTAL VOLUMES :</b>	0	4188	1738	0	5135	1319	0	0	742	0	0	675	13797
<b>APPROACH %'s :</b>	0.00%	70.67%	29.33%	0.00%	79.56%	20.44%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	
<b>PEAK HR START TIME :</b>	345 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	1428	639	0	1766	469	0	0	227	0	0	202	4731
<b>PEAK HR FACTOR :</b>	0.880			0.888			0.835			0.802			0.947

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-002

Day: Thursday

City: Baldwin Hills

CARS

Date: 10/1/2015

AM

NS/EW Streets:	La Brea Ave			La Brea Ave			I-10 EB Off Ramp			I-10 EB Off Ramp			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	3	0	0	4	1	0	0	2	0	0	1	
7:00 AM	0	426	184	0	242	129	0	0	26	0	0	72	1079
7:15 AM	0	502	141	0	309	102	0	0	48	0	0	73	1175
7:30 AM	0	478	116	0	347	86	0	0	62	0	0	70	1159
7:45 AM	0	458	117	0	325	79	0	0	60	0	0	70	1109
8:00 AM	0	449	120	0	358	76	0	0	51	0	0	57	1111
8:15 AM	0	422	95	0	341	61	0	0	49	0	0	63	1031
8:30 AM	0	417	107	0	369	87	0	0	51	0	0	86	1117
8:45 AM	0	409	80	0	291	73	0	0	62	0	0	65	980
9:00 AM	0	437	112	0	301	69	0	0	48	0	0	99	1066
9:15 AM	0	350	127	0	309	92	0	0	51	0	0	129	1058
9:30 AM	0	323	112	0	317	83	0	0	35	0	0	108	978
9:45 AM	0	387	173	0	296	122	0	0	46	0	0	86	1110
<b>TOTAL VOLUMES :</b>	0	5058	1484	0	3805	1059	0	0	589	0	0	978	12973
<b>APPROACH %'s :</b>	0.00%	77.32%	22.68%	0.00%	78.23%	21.77%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	
<b>PEAK HR START TIME :</b>	715 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	1887	494	0	1339	343	0	0	221	0	0	270	4554
<b>PEAK HR FACTOR :</b>	0.926			0.969			0.891			0.925			0.969

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-002

City: Baldwin Hills

CARS

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			I-10 EB Off Ramp			I-10 EB Off Ramp			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	3	0	0	4	1	0	0	2	0	0	1	
3:00 PM	0	322	148	0	357	101	0	0	59	0	0	53	1040
3:15 PM	0	324	137	0	324	111	0	0	80	0	0	50	1026
3:30 PM	0	359	120	0	382	92	0	0	64	0	0	84	1101
3:45 PM	0	399	188	0	429	108	0	0	68	0	0	57	1249
4:00 PM	0	319	163	0	430	120	0	0	50	0	0	44	1126
4:15 PM	0	382	140	0	484	145	0	0	54	0	0	38	1243
4:30 PM	0	328	148	0	423	96	0	0	55	0	0	63	1113
4:45 PM	0	350	157	0	483	124	0	0	52	0	0	53	1219
5:00 PM	0	327	148	0	424	113	0	0	60	0	0	68	1140
5:15 PM	0	334	137	0	480	95	0	0	62	0	0	45	1153
5:30 PM	0	384	121	0	443	107	0	0	59	0	0	51	1165
5:45 PM	0	360	131	0	476	107	0	0	79	0	0	69	1222
<b>TOTAL VOLUMES :</b>	0	4188	1738	0	5135	1319	0	0	742	0	0	675	13797
<b>APPROACH %'s :</b>	0.00%	70.67%	29.33%	0.00%	79.56%	20.44%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	
<b>PEAK HR START TIME :</b>	345 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	1428	639	0	1766	469	0	0	227	0	0	202	4731
<b>PEAK HR FACTOR :</b>	0.880			0.888			0.835			0.802			0.947

CONTROL : Signalized



**City Of Los Angeles**  
**Department Of Transportation**  
**MANUAL TRAFFIC COUNT SUMMARY**

STREET: North/South La Brea Ave

East/West Jefferson Blvd

Day: Thursday Date: October 1, 2015 Weather: SUNNY

Hours: 7-10 & 3-6 Chekrs: NDS

School Day: YES District: \_\_\_\_\_ I/S CODE \_\_\_\_\_

	N/B	S/B	E/B	W/B
<b>DUAL-WHEELED BIKES</b>	236	166	113	105
<b>BUSES</b>	34	36	46	62
<b>BUSES</b>	52	44	21	43

	N/B	TIME	S/B	TIME	E/B	TIME	W/B	TIME
AM PK 15 MIN	717	7.15	394	8.45	219	7.30	461	8.00
PM PK 15 MIN	576	16.15	451	17.45	281	17.00	274	17.30
AM PK HOUR	2627	7.00	1447	8.00	777	7.30	1668	7.45
PM PK HOUR	2242	15.30	1727	17.00	1065	15.30	1006	16.45

**NORTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	354	2142	131	2627
8-9	279	1933	108	2320
9-10	273	1891	149	2313
15-16	207	1697	268	2172
16-17	203	1708	283	2194
17-18	179	1737	241	2157
<b>TOTAL</b>	<b>1495</b>	<b>11108</b>	<b>1180</b>	<b>13783</b>

**SOUTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	41	1165	143	1349
8-9	36	1302	109	1447
9-10	39	1182	140	1361
15-16	48	1427	87	1562
16-17	28	1582	50	1660
17-18	42	1644	41	1727
<b>TOTAL</b>	<b>234</b>	<b>8302</b>	<b>570</b>	<b>9106</b>

**TOTAL**

**XING S/L**

**XING N/L**

N-S	Ped	Sch	Ped	Sch
3976	59	3	36	3
3767	59	3	36	2
3674	60	5	33	3
3734	70	5	71	8
3854	71	6	70	7
3884	52	4	30	1
<b>22889</b>	<b>371</b>	<b>26</b>	<b>276</b>	<b>24</b>

**EASTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	64	329	268	661
8-9	61	393	310	764
9-10	66	298	266	630
15-16	78	572	382	1032
16-17	60	575	412	1047
17-18	51	585	418	1054
<b>TOTAL</b>	<b>380</b>	<b>2752</b>	<b>2056</b>	<b>5188</b>

**WESTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	316	1116	52	1484
8-9	466	1092	73	1631
9-10	464	1023	58	1545
15-16	384	472	62	918
16-17	452	465	70	987
17-18	437	516	51	1004
<b>TOTAL</b>	<b>2519</b>	<b>4684</b>	<b>366</b>	<b>7569</b>

**TOTAL**

**XING W/L**

**XING E/L**

E-W	Ped	Sch	Ped	Sch
2145	91	39	54	11
2395	97	14	46	11
2175	94	17	44	11
1950	133	21	68	10
2034	155	17	90	15
2058	111	17	62	18
<b>12757</b>	<b>681</b>	<b>125</b>	<b>364</b>	<b>76</b>

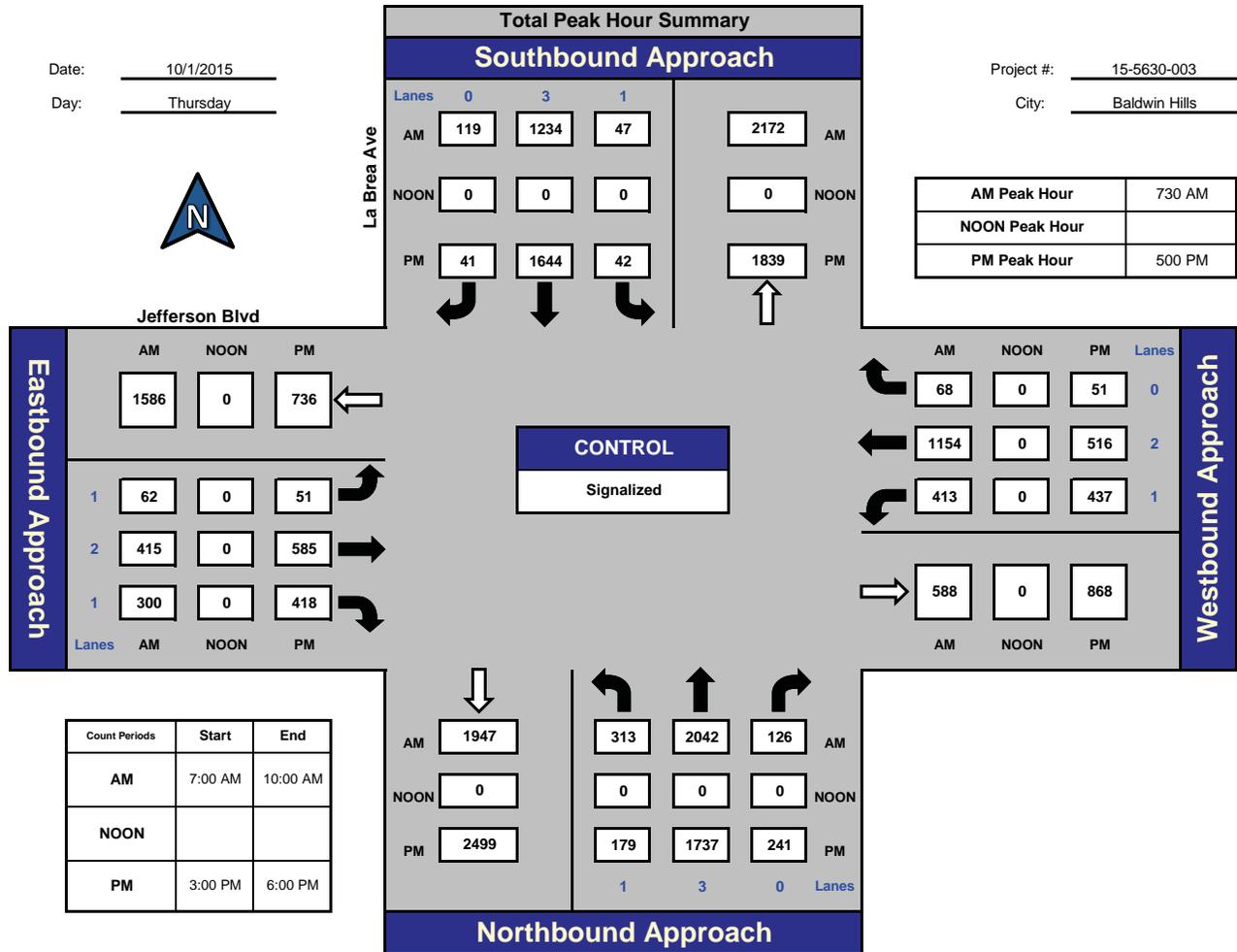
# ITM Peak Hour Summary



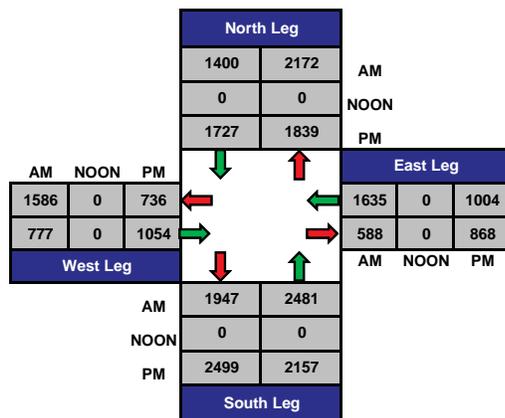
## La Brea Ave and Jefferson Blvd , Baldwin Hills

Date: 10/1/2015  
 Day: Thursday

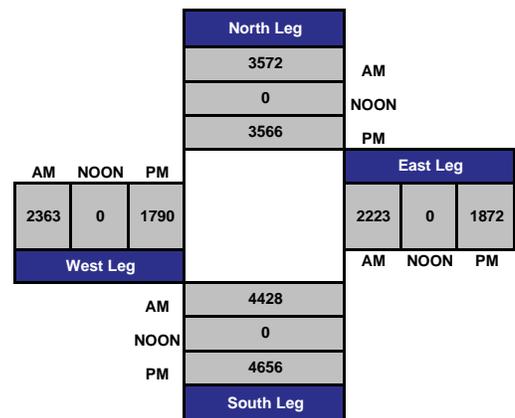
Project #: 15-5630-003  
 City: Baldwin Hills



### Total Ins & Outs



### Total Volume Per Leg



# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

Day: Thursday

City: Baldwin Hills

**TOTALS**

Date: 10/1/2015

NS/EW Streets:	AM												TOTAL
	La Brea Ave			La Brea Ave			Jefferson Blvd			Jefferson Blvd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	0	1	2	1	1	2	0	
7:00 AM	91	525	26	5	259	32	13	50	53	47	309	9	1419
7:15 AM	100	586	31	5	296	44	14	67	52	75	237	11	1518
7:30 AM	87	495	38	15	284	36	20	118	81	89	294	21	1578
7:45 AM	76	536	36	16	326	31	17	94	82	105	276	11	1606
8:00 AM	70	474	29	10	283	28	10	115	72	128	312	21	1552
8:15 AM	80	537	23	6	341	24	15	88	65	91	272	15	1557
8:30 AM	70	435	25	10	325	26	16	98	71	137	280	20	1513
8:45 AM	59	487	31	10	353	31	20	92	102	110	228	17	1540
9:00 AM	71	476	32	9	273	26	12	81	74	128	288	17	1487
9:15 AM	74	502	34	14	303	44	23	68	67	103	210	13	1455
9:30 AM	68	440	32	5	286	34	17	86	70	123	294	18	1473
9:45 AM	60	473	51	11	320	36	14	63	55	110	231	10	1434
<b>TOTAL VOLUMES :</b>	906	5966	388	116	3649	392	191	1020	844	1246	3231	183	18132
<b>APPROACH %'s :</b>	12.48%	82.18%	5.34%	2.79%	87.78%	9.43%	9.29%	49.64%	41.07%	26.74%	69.33%	3.93%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	313	2042	126	47	1234	119	62	415	300	413	1154	68	6293
<b>PEAK HR FACTOR :</b>	0.957			0.938			0.887			0.887			0.980

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

Day: Thursday

City: Baldwin Hills

TOTALS

Date: 10/1/2015

NS/EW Streets:	PM												TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 0	EL 1	ET 2	ER 1	WL 1	WT 2	WR 0	
3:00 PM	41	396	57	9	318	20	23	131	90	92	126	26	1329
3:15 PM	66	443	59	9	384	16	23	138	96	90	105	11	1440
3:30 PM	48	429	75	18	350	23	14	161	95	107	133	17	1470
3:45 PM	52	429	77	12	375	28	18	142	101	95	108	8	1445
4:00 PM	53	421	82	14	371	17	23	148	105	109	117	19	1479
4:15 PM	61	438	77	3	418	12	10	147	101	104	115	13	1499
4:30 PM	40	398	60	8	370	11	11	140	105	124	131	16	1414
4:45 PM	49	451	64	3	423	10	16	140	101	115	102	22	1496
5:00 PM	44	422	72	11	424	11	17	160	104	119	128	12	1524
5:15 PM	34	427	57	10	388	14	11	131	81	96	129	9	1387
5:30 PM	46	432	53	11	399	8	9	152	118	117	140	17	1502
5:45 PM	55	456	59	10	433	8	14	142	115	105	119	13	1529
<b>TOTAL VOLUMES :</b>	589	5142	792	118	4653	178	189	1732	1212	1273	1453	183	17514
<b>APPROACH %'s :</b>	9.03%	78.83%	12.14%	2.38%	94.02%	3.60%	6.03%	55.28%	38.68%	43.76%	49.95%	6.29%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	179	1737	241	42	1644	41	51	585	418	437	516	51	5942
<b>PEAK HR FACTOR :</b>	0.946			0.957			0.938			0.916			0.972

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

Day: Thursday

City: Baldwin Hills

CARS

Date: 10/1/2015

AM

NS/EW Streets:	La Brea Ave			La Brea Ave			Jefferson Blvd			Jefferson Blvd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 0	EL 1	ET 2	ER 1	WL 1	WT 2	WR 0	
7:00 AM	88	511	26	5	254	31	12	48	50	47	308	9	1389
7:15 AM	99	577	31	5	287	41	8	64	51	72	229	11	1475
7:30 AM	86	481	35	14	279	35	20	116	80	84	288	21	1539
7:45 AM	74	529	35	15	319	31	16	90	80	102	271	10	1572
8:00 AM	69	467	29	10	274	26	10	113	70	126	310	21	1525
8:15 AM	78	531	23	6	336	22	15	87	62	91	270	15	1536
8:30 AM	69	426	25	10	320	25	15	96	69	134	276	19	1484
8:45 AM	57	481	29	10	344	31	18	88	99	108	222	15	1502
9:00 AM	68	466	32	9	267	24	12	80	73	124	281	16	1452
9:15 AM	74	488	32	14	295	42	23	64	65	98	207	13	1415
9:30 AM	67	426	32	4	278	33	15	83	70	121	289	16	1434
9:45 AM	60	459	50	11	310	36	12	56	55	108	224	9	1390

	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	889	5842	379	113	3563	377	176	985	824	1215	3175	175	17713
APPROACH %'s :	12.50%	82.17%	5.33%	2.79%	87.91%	9.30%	8.87%	49.62%	41.51%	26.62%	69.55%	3.83%	

PEAK HR START TIME :	730 AM												TOTAL
PEAK HR VOL :	307	2008	122	45	1208	114	61	406	292	403	1139	67	6172
PEAK HR FACTOR :		0.955			0.936			0.878			0.880		0.982

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

City: Baldwin Hills

CARS

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			Jefferson Blvd			Jefferson Blvd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 0	EL 1	ET 2	ER 1	WL 1	WT 2	WR 0	
3:00 PM	41	388	57	9	314	20	20	126	87	89	123	25	1299
3:15 PM	64	427	57	9	374	15	20	136	95	89	100	11	1397
3:30 PM	46	420	75	17	341	20	14	157	95	107	132	16	1440
3:45 PM	50	408	76	10	366	26	17	141	99	92	106	8	1399
4:00 PM	53	412	82	13	361	13	22	143	104	106	115	19	1443
4:15 PM	61	427	76	1	408	11	10	143	99	103	115	13	1467
4:30 PM	40	393	59	8	362	11	11	137	103	122	129	16	1391
4:45 PM	49	437	62	3	412	10	16	138	100	114	101	22	1464
5:00 PM	44	419	69	9	421	11	17	156	104	114	127	12	1503
5:15 PM	34	415	57	10	384	13	10	128	81	93	128	7	1360
5:30 PM	46	426	50	11	397	8	8	150	116	113	139	17	1481
5:45 PM	55	452	58	10	427	8	14	138	114	105	115	13	1509
<b>TOTAL VOLUMES :</b>	583	5024	778	110	4567	166	179	1693	1197	1247	1430	179	17153
<b>APPROACH %'s :</b>	9.13%	78.68%	12.18%	2.27%	94.30%	3.43%	5.83%	55.16%	39.00%	43.66%	50.07%	6.27%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	179	1712	234	40	1629	40	49	572	415	425	509	49	5853
<b>PEAK HR FACTOR :</b>	0.940			0.960			0.935			0.914			0.970

CONTROL : Signalized

PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 15-5630-003  
 N/S Street: La Brea Ave  
 E/W Street: Jefferson Blvd  
 DATE: 10/1/2015  
 CITY: Baldwin Hills

DAY: Thursday

**A M**

*Adult Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	3	2	6	7	1	12	8	16
7:15 AM	7	6	10	6	5	12	13	10
7:30 AM	11	3	9	4	4	12	3	16
7:45 AM	1	3	8	9	5	3	6	19
8:00 AM	3	4	11	4	4	4	8	18
8:15 AM	2	6	6	13	6	7	12	14
8:30 AM	7	8	11	4	9	7	8	16
8:45 AM	2	4	6	4	1	8	5	16
9:00 AM	8	3	12	8	3	11	10	22
9:15 AM	3	2	8	5	6	6	5	14
9:30 AM	1	5	1	8	1	4	10	4
9:45 AM	3	8	9	9	9	4	9	20
<b>TOTALS</b>	<b>51</b>	<b>54</b>	<b>97</b>	<b>81</b>	<b>54</b>	<b>90</b>	<b>97</b>	<b>185</b>

*School-Aged Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	1	0	0	0	1	2	1	4
7:15 AM	0	0	2	0	1	2	0	25
7:30 AM	2	0	0	1	0	2	0	4
7:45 AM	0	0	0	0	0	3	0	5
8:00 AM	0	0	1	0	0	4	0	3
8:15 AM	0	0	0	1	1	1	2	4
8:30 AM	1	1	1	0	2	1	1	2
8:45 AM	0	0	0	0	1	1	0	2
9:00 AM	1	0	2	0	3	2	2	2
9:15 AM	0	0	0	1	2	1	0	4
9:30 AM	0	1	0	0	1	0	2	1
9:45 AM	0	1	0	2	1	1	1	5
<b>TOTALS</b>	<b>5</b>	<b>3</b>	<b>6</b>	<b>5</b>	<b>13</b>	<b>20</b>	<b>9</b>	<b>61</b>

**P M**

*Adult Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	8	5	7	5	3	4	11	12
3:15 PM	6	12	9	9	19	6	32	9
3:30 PM	9	13	5	20	7	15	25	15
3:45 PM	8	10	6	9	8	6	11	18
4:00 PM	6	2	6	7	8	7	24	15
4:15 PM	2	10	16	12	13	4	22	22
4:30 PM	16	12	10	8	22	15	16	17
4:45 PM	11	11	5	7	13	8	19	20
5:00 PM	2	7	8	6	9	2	11	18
5:15 PM	2	5	12	8	15	5	19	11
5:30 PM	2	4	3	5	8	6	14	6
5:45 PM	5	3	3	7	8	9	17	15
<b>TOTALS</b>	<b>77</b>	<b>94</b>	<b>90</b>	<b>103</b>	<b>133</b>	<b>87</b>	<b>221</b>	<b>178</b>

*School-Aged Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	2	0	2	0	0	0	2	2
3:15 PM	1	2	1	0	3	0	2	3
3:30 PM	0	1	0	2	1	3	3	5
3:45 PM	1	1	0	0	2	1	1	3
4:00 PM	0	0	0	0	2	1	2	5
4:15 PM	0	1	2	1	3	0	2	2
4:30 PM	2	2	1	1	2	5	3	1
4:45 PM	1	1	1	0	1	1	1	1
5:00 PM	1	0	1	0	3	2	1	2
5:15 PM	0	0	2	0	5	2	2	1
5:30 PM	0	0	0	0	2	1	3	1
5:45 PM	0	0	0	1	2	1	4	3
<b>TOTALS</b>	<b>8</b>	<b>8</b>	<b>10</b>	<b>5</b>	<b>26</b>	<b>17</b>	<b>26</b>	<b>29</b>

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

Day: Thursday

City: Baldwin Hills

BIKES

Date: 10/1/2015

AM

NS/EW Streets:	La Brea Ave			La Brea Ave			Jefferson Blvd			Jefferson Blvd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	0	1	2	1	1	2	0	
7:00 AM	1	0	0	2	2	0	1	2	0	0	2	0	10
7:15 AM	0	0	0	0	0	1	0	0	1	0	5	0	7
7:30 AM	0	0	0	0	1	1	1	1	0	1	2	0	7
7:45 AM	1	0	0	0	1	1	0	1	0	1	0	0	5
8:00 AM	0	2	0	0	0	0	0	1	0	0	5	0	8
8:15 AM	1	0	0	0	1	0	0	1	0	0	1	0	4
8:30 AM	0	1	0	0	2	0	0	1	0	0	4	0	8
8:45 AM	0	0	0	0	1	0	0	1	0	0	1	0	3
9:00 AM	1	0	0	0	2	0	0	4	0	0	8	0	15
9:15 AM	1	2	1	0	0	0	0	0	0	0	2	0	6
9:30 AM	0	1	0	0	1	0	0	0	0	0	2	0	4
9:45 AM	0	1	0	1	0	0	0	0	0	0	0	0	2
<b>TOTAL VOLUMES :</b>	5	7	1	3	11	3	2	12	1	2	32	0	79
<b>APPROACH %'s :</b>	38.46%	53.85%	7.69%	17.65%	64.71%	17.65%	13.33%	80.00%	6.67%	5.88%	94.12%	0.00%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	2	2	0	0	3	2	1	4	0	2	8	0	24
<b>PEAK HR FACTOR :</b>	0.500			0.625			0.625			0.500			0.750

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

City: Baldwin Hills

BIKES

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			Jefferson Blvd			Jefferson Blvd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 0	EL 1	ET 2	ER 1	WL 1	WT 2	WR 0	
3:00 PM	0	0	0	0	0	0	0	3	0	0	1	0	4
3:15 PM	0	0	0	0	2	0	0	0	0	0	2	0	4
3:30 PM	1	0	0	0	0	0	0	0	1	0	2	0	4
3:45 PM	0	3	0	1	1	0	0	3	0	1	0	0	9
4:00 PM	2	2	0	0	4	0	1	2	1	1	5	0	18
4:15 PM	0	2	1	0	0	0	0	2	0	0	1	0	6
4:30 PM	0	2	0	0	1	0	0	2	0	1	1	0	7
4:45 PM	0	2	0	0	4	0	0	5	0	0	2	0	13
5:00 PM	0	0	0	0	1	0	0	4	0	0	3	0	8
5:15 PM	0	2	0	0	1	0	0	0	1	0	3	1	8
5:30 PM	0	0	0	0	1	2	0	2	0	0	1	0	6
5:45 PM	1	3	0	0	1	0	0	4	0	0	3	0	12
<b>TOTAL VOLUMES :</b>	4	16	1	1	16	2	1	27	3	3	24	1	99
<b>APPROACH %'s :</b>	19.05%	76.19%	4.76%	5.26%	84.21%	10.53%	3.23%	87.10%	9.68%	10.71%	85.71%	3.57%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	1	5	0	0	4	2	0	10	1	0	10	1	34
<b>PEAK HR FACTOR :</b>	0.375			0.500			0.688			0.688			0.708

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

Day: Thursday

City: Baldwin Hills

BUSES

Date: 10/1/2015

NS/EW Streets:	La Brea Ave		La Brea Ave			Jefferson Blvd			Jefferson Blvd			TOTAL	
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
	1	3	0	1	3	0	1	2	1	1	2	0	
7:00 AM	0	2	0	0	2	0	0	1	0	0	0	0	5
7:15 AM	0	1	0	0	2	0	0	1	0	2	1	0	7
7:30 AM	0	3	0	0	1	0	0	1	0	0	1	0	6
7:45 AM	0	3	0	0	2	0	0	2	0	2	1	0	10
8:00 AM	0	2	0	0	2	0	0	1	0	1	0	0	6
8:15 AM	0	0	0	0	1	0	0	1	0	0	1	0	3
8:30 AM	0	4	0	0	1	0	0	0	0	2	1	0	8
8:45 AM	0	2	0	0	3	0	0	1	0	1	0	0	7
9:00 AM	0	1	0	0	1	0	0	0	0	1	2	0	5
9:15 AM	0	3	0	0	1	0	0	0	0	3	0	0	7
9:30 AM	0	1	0	0	1	0	0	1	0	0	1	0	4
9:45 AM	0	2	0	0	1	0	0	2	0	1	1	0	7
<b>TOTAL VOLUMES :</b>	0	24	0	0	18	0	0	11	0	13	9	0	75
<b>APPROACH %'s :</b>	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	59.09%	40.91%	0.00%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	8	0	0	6	0	0	5	0	3	3	0	25
<b>PEAK HR FACTOR :</b>	0.667			0.750			0.625			0.500			0.625

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

City: Baldwin Hills

**BUSES**

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			Jefferson Blvd			Jefferson Blvd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 0	EL 1	ET 2	ER 1	WL 1	WT 2	WR 0	
3:00 PM	0	2	0	0	2	0	0	1	0	1	1	0	7
3:15 PM	0	2	0	0	2	0	0	1	0	0	1	0	6
3:30 PM	0	0	0	0	1	0	0	1	0	0	0	0	2
3:45 PM	0	9	0	0	2	0	1	0	1	3	1	0	17
4:00 PM	0	1	0	0	0	0	0	1	0	1	1	0	4
4:15 PM	0	3	0	0	4	0	0	0	0	0	0	0	7
4:30 PM	0	1	0	0	1	0	0	1	0	2	1	0	6
4:45 PM	0	4	0	0	5	0	0	1	0	0	1	0	11
5:00 PM	0	0	0	0	0	0	0	0	0	1	1	0	2
5:15 PM	0	4	0	0	4	0	0	1	0	2	1	0	12
5:30 PM	0	0	0	0	1	0	0	1	0	1	1	0	4
5:45 PM	0	2	0	0	4	0	0	0	0	0	1	0	7
<b>TOTAL VOLUMES :</b>	0	28	0	0	26	0	1	8	1	11	10	0	85
<b>APPROACH %'s :</b>	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	10.00%	80.00%	10.00%	52.38%	47.62%	0.00%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	6	0	0	9	0	0	2	0	4	4	0	25
<b>PEAK HR FACTOR :</b>	0.375			0.563			0.500			0.667			0.521

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

Day: Thursday

City: Baldwin Hills

HEAVY TRUCKS

Date: 10/1/2015

NS/EW Streets:	AM												TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	0	1	2	1	1	2	0	
7:00 AM	3	12	0	0	3	1	1	1	3	0	1	0	25
7:15 AM	1	8	0	0	7	3	6	2	1	1	7	0	36
7:30 AM	1	11	3	1	4	1	0	1	1	5	5	0	33
7:45 AM	2	4	1	1	5	0	1	2	2	1	4	1	24
8:00 AM	1	5	0	0	7	2	0	1	2	1	2	0	21
8:15 AM	2	6	0	0	4	2	0	0	3	0	1	0	18
8:30 AM	1	5	0	0	4	1	1	2	2	1	3	1	21
8:45 AM	2	4	2	0	6	0	2	3	3	1	6	2	31
9:00 AM	3	9	0	0	5	2	0	1	1	3	5	1	30
9:15 AM	0	11	2	0	7	2	0	4	2	2	3	0	33
9:30 AM	1	13	0	1	7	1	2	2	0	2	4	2	35
9:45 AM	0	12	1	0	9	0	2	5	0	1	6	1	37
<b>TOTAL VOLUMES :</b>	17	100	9	3	68	15	15	24	20	18	47	8	344
<b>APPROACH %'s :</b>	13.49%	79.37%	7.14%	3.49%	79.07%	17.44%	25.42%	40.68%	33.90%	24.66%	64.38%	10.96%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	6	26	4	2	20	5	1	4	8	7	12	1	96
<b>PEAK HR FACTOR :</b>	0.600			0.750			0.650			0.500			0.727

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-003

City: Baldwin Hills

HEAVY TRUCKS

Day: Thursday

Date: 10/1/2015

NS/EW Streets:	PM												TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 0	EL 1	ET 2	ER 1	WL 1	WT 2	WR 0	
3:00 PM	0	6	0	0	2	0	3	4	3	2	2	1	23
3:15 PM	2	14	2	0	8	1	3	1	1	1	4	0	37
3:30 PM	2	9	0	1	8	3	0	3	0	0	1	1	28
3:45 PM	2	12	1	2	7	2	0	1	1	0	1	0	29
4:00 PM	0	8	0	1	10	4	1	4	1	2	1	0	32
4:15 PM	0	8	1	2	6	1	0	4	2	1	0	0	25
4:30 PM	0	4	1	0	7	0	0	2	2	0	1	0	17
4:45 PM	0	10	2	0	6	0	0	1	1	1	0	0	21
5:00 PM	0	3	3	2	3	0	0	4	0	4	0	0	19
5:15 PM	0	8	0	0	0	1	1	2	0	1	0	2	15
5:30 PM	0	6	3	0	1	0	1	1	2	3	0	0	17
5:45 PM	0	2	1	0	2	0	0	4	1	0	3	0	13
<b>TOTAL VOLUMES :</b>	6	90	14	8	60	12	9	31	14	15	13	4	276
<b>APPROACH %'s :</b>	5.45%	81.82%	12.73%	10.00%	75.00%	15.00%	16.67%	57.41%	25.93%	46.88%	40.63%	12.50%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	19	7	2	6	1	2	11	3	8	3	2	64
<b>PEAK HR FACTOR :</b>	0.722			0.450			0.800			0.813			0.842

CONTROL : Signalized



**City Of Los Angeles**  
**Department Of Transportation**  
**MANUAL TRAFFIC COUNT SUMMARY**

STREET: North/South La Brea Ave

East/West Rodeo Rd

Day: Thursday Date: October 1, 2015 Weather: SUNNY

Hours: 7-10 & 3-6 Chekrs: NDS

School Day: YES District: \_\_\_\_\_ I/S CODE \_\_\_\_\_

	N/B	S/B	E/B	W/B
<b>DUAL-WHEELED BIKES</b>	166	194	97	136
<b>BUSES</b>	52	44	29	25
	52	69	39	44

	N/B	TIME	S/B	TIME	E/B	TIME	W/B	TIME
AM PK 15 MIN	549	7.45	569	8.45	203	8.00	559	7.15
PM PK 15 MIN	496	16.45	650	17.45	376	17.15	285	17.30
AM PK HOUR	2051	7.30	2062	8.00	743	7.45	1943	7.00
PM PK HOUR	1811	16.45	2415	16.15	1420	16.45	1060	15.00

**NORTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	176	1847	13	2036
8-9	158	1771	37	1966
9-10	136	1727	48	1911
15-16	85	1571	75	1731
16-17	99	1633	77	1809
17-18	106	1634	67	1807
<b>TOTAL</b>	<b>760</b>	<b>10183</b>	<b>317</b>	<b>11260</b>

**SOUTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	233	1283	243	1759
8-9	211	1488	363	2062
9-10	199	1459	229	1887
15-16	284	1677	165	2126
16-17	291	1881	197	2369
17-18	297	1912	198	2407
<b>TOTAL</b>	<b>1515</b>	<b>9700</b>	<b>1395</b>	<b>12610</b>

**TOTAL**

**XING S/L**

**XING N/L**

N-S	Ped	Sch	Ped	Sch
3795	50	12	69	26
4028	72	0	102	2
3798	77	0	106	0
3857	81	10	102	74
4178	82	0	122	1
4214	90	1	117	5
<b>23870</b>	<b>452</b>	<b>23</b>	<b>618</b>	<b>108</b>

**EASTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	169	392	48	609
8-9	170	489	52	711
9-10	213	424	55	692
15-16	240	906	60	1206
16-17	246	1089	55	1390
17-18	244	1087	55	1386
<b>TOTAL</b>	<b>1282</b>	<b>4387</b>	<b>325</b>	<b>5994</b>

**WESTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	146	1310	487	1943
8-9	138	1026	340	1504
9-10	152	757	325	1234
15-16	150	546	364	1060
16-17	166	549	322	1037
17-18	197	536	325	1058
<b>TOTAL</b>	<b>949</b>	<b>4724</b>	<b>2163</b>	<b>7836</b>

**TOTAL**

**XING W/L**

**XING E/L**

E-W	Ped	Sch	Ped	Sch
2552	73	21	39	5
2215	131	30	94	0
1926	144	2	90	0
2266	115	11	108	####
2427	145	13	115	####
2444	145	6	132	####
<b>13830</b>	<b>753</b>	<b>83</b>	<b>578</b>	<b>####</b>

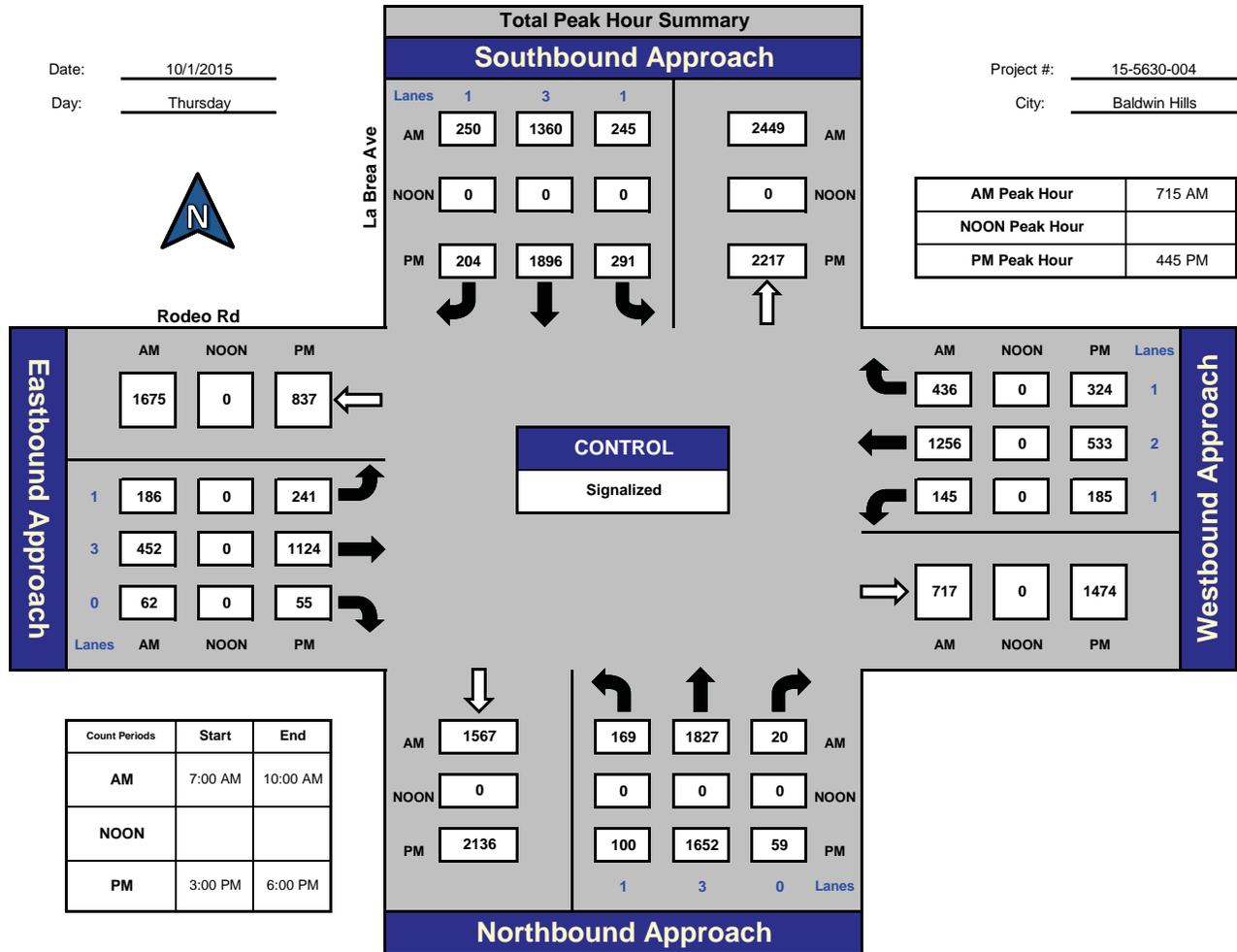
# ITM Peak Hour Summary



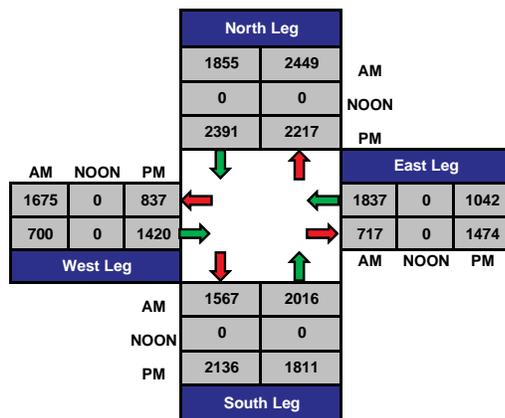
## La Brea Ave and Rodeo Rd, Baldwin Hills

Date: 10/1/2015  
Day: Thursday

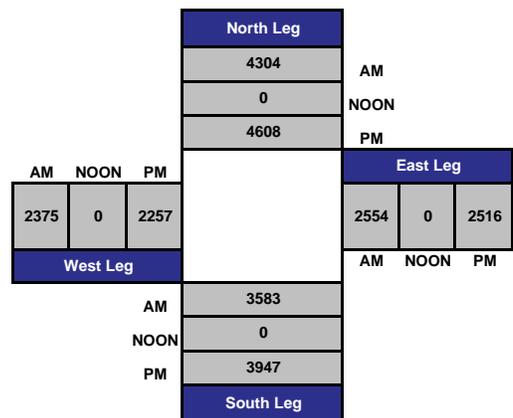
Project #: 15-5630-004  
City: Baldwin Hills



### Total Ins & Outs



### Total Volume Per Leg



# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

Day: Thursday

City: Baldwin Hills

**TOTALS**

Date: 10/1/2015

NS/EW Streets:	AM												TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 1	EL 1	ET 3	ER 0	WL 1	WT 2	WR 1	
7:00 AM	42	463	1	36	275	62	15	90	7	31	340	128	1490
7:15 AM	27	464	3	63	284	53	59	95	13	37	368	154	1620
7:30 AM	45	439	3	70	341	56	55	83	5	41	298	106	1542
7:45 AM	62	481	6	64	383	72	40	124	23	37	304	99	1695
8:00 AM	35	443	8	48	352	69	32	150	21	30	286	77	1551
8:15 AM	32	491	6	52	373	81	48	130	14	22	250	84	1583
8:30 AM	42	415	8	43	349	126	44	109	8	48	235	87	1514
8:45 AM	49	422	15	68	414	87	46	100	9	38	255	92	1595
9:00 AM	38	450	8	48	343	67	52	104	16	45	231	79	1481
9:15 AM	35	448	14	43	383	52	60	113	11	39	171	76	1445
9:30 AM	30	415	14	57	366	37	52	110	21	43	193	79	1417
9:45 AM	33	414	12	51	367	73	49	97	7	25	162	91	1381
<b>TOTAL VOLUMES :</b>	470	5345	98	643	4230	835	552	1305	155	436	3093	1152	18314
<b>APPROACH %'s :</b>	7.95%	90.39%	1.66%	11.26%	74.11%	14.63%	27.44%	64.86%	7.70%	9.31%	66.08%	24.61%	
<b>PEAK HR START TIME :</b>	715 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	169	1827	20	245	1360	250	186	452	62	145	1256	436	6408
<b>PEAK HR FACTOR :</b>	0.918			0.894			0.862			0.822			0.945

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

Day: Thursday

City: Baldwin Hills

TOTALS

Date: 10/1/2015

NS/EW Streets:	PM												TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 1	EL 1	ET 3	ER 0	WL 1	WT 2	WR 1	
3:00 PM	18	384	20	66	386	41	63	209	16	37	156	85	1481
3:15 PM	24	397	14	64	424	51	62	221	16	45	118	94	1530
3:30 PM	21	373	20	73	399	41	64	232	17	35	127	90	1492
3:45 PM	22	417	21	81	468	32	51	244	11	33	145	95	1620
4:00 PM	26	386	25	69	437	44	69	277	18	41	122	84	1598
4:15 PM	23	415	15	75	496	55	59	255	12	45	137	72	1659
4:30 PM	23	380	20	74	442	43	65	264	10	51	133	91	1596
4:45 PM	27	452	17	73	506	55	53	293	15	29	157	75	1752
5:00 PM	20	399	9	69	460	67	68	258	15	54	126	75	1620
5:15 PM	21	407	15	72	465	32	52	314	10	43	109	89	1629
5:30 PM	32	394	18	77	465	50	68	259	15	59	141	85	1663
5:45 PM	33	434	25	79	522	49	56	256	15	41	160	76	1746
<b>TOTAL VOLUMES :</b>	290	4838	219	872	5470	560	730	3082	170	513	1631	1011	19386
<b>APPROACH %'s :</b>	5.42%	90.48%	4.10%	12.63%	79.25%	8.11%	18.33%	77.40%	4.27%	16.26%	51.70%	32.04%	
<b>PEAK HR START TIME :</b>	445 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	100	1652	59	291	1896	204	241	1124	55	185	533	324	6664
<b>PEAK HR FACTOR :</b>	0.913			0.943			0.944			0.914			0.951

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

Day: Thursday

City: Baldwin Hills

CARS

Date: 10/1/2015

AM

NS/EW Streets:	La Brea Ave			La Brea Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 1	EL 1	ET 3	ER 0	WL 1	WT 2	WR 1	
7:00 AM	42	456	1	35	267	60	12	83	6	31	334	124	1451
7:15 AM	27	456	3	61	279	48	58	91	13	37	360	149	1582
7:30 AM	43	429	3	70	334	53	52	82	5	41	292	104	1508
7:45 AM	62	470	6	59	376	70	40	121	23	37	299	99	1662
8:00 AM	35	438	8	45	343	67	30	145	21	30	279	75	1516
8:15 AM	31	487	6	51	370	78	48	125	13	22	243	82	1556
8:30 AM	42	408	8	41	340	126	43	103	8	48	232	85	1484
8:45 AM	48	415	14	65	411	84	45	98	9	38	253	89	1569
9:00 AM	38	439	8	46	330	66	52	101	16	45	224	76	1441
9:15 AM	34	438	13	43	373	50	57	110	11	38	164	73	1404
9:30 AM	29	408	13	56	354	36	51	107	21	43	188	74	1380
9:45 AM	33	402	10	49	363	73	49	92	7	25	158	87	1348
<b>TOTAL VOLUMES :</b>	464	5246	93	621	4140	811	537	1258	153	435	3026	1117	17901
<b>APPROACH %'s :</b>	8.00%	90.40%	1.60%	11.15%	74.30%	14.55%	27.57%	64.58%	7.85%	9.50%	66.10%	24.40%	
<b>PEAK HR START TIME :</b>	715 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	167	1793	20	235	1332	238	180	439	62	145	1230	427	6268
<b>PEAK HR FACTOR :</b>	0.920			0.894			0.869			0.825			0.943

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

City: Baldwin Hills

CARS

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL 1	NT 3	NR 0	SL 1	ST 3	SR 1	EL 1	ET 3	ER 0	WL 1	WT 2	WR 1	
3:00 PM	18	378	20	66	379	39	60	203	16	36	152	83	1450
3:15 PM	24	388	11	60	416	48	60	221	16	44	115	87	1490
3:30 PM	19	362	20	71	394	41	62	226	15	35	122	89	1456
3:45 PM	21	398	21	77	457	32	51	236	10	33	138	94	1568
4:00 PM	26	378	25	66	425	43	67	273	18	41	115	82	1559
4:15 PM	23	411	15	74	488	53	58	249	12	44	135	69	1631
4:30 PM	22	376	19	72	430	43	63	259	10	51	129	89	1563
4:45 PM	27	442	16	68	501	53	52	288	15	29	155	74	1720
5:00 PM	20	394	9	67	458	65	68	254	15	51	122	72	1595
5:15 PM	21	400	14	72	456	32	50	308	9	43	108	85	1598
5:30 PM	31	387	18	77	459	50	68	258	15	59	138	85	1645
5:45 PM	32	428	25	78	516	49	56	255	14	41	157	76	1727
<b>TOTAL VOLUMES :</b>	284	4742	213	848	5379	548	715	3030	165	507	1586	985	19002
<b>APPROACH %'s :</b>	5.42%	90.51%	4.07%	12.52%	79.39%	8.09%	18.29%	77.49%	4.22%	16.47%	51.53%	32.00%	
<b>PEAK HR START TIME :</b>	445 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	99	1623	57	284	1874	200	238	1108	54	182	523	316	6558
<b>PEAK HR FACTOR :</b>	0.917			0.948			0.954			0.905			0.953

CONTROL : Signalized

PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 15-5630-004  
 N/S Street: La Brea Ave  
 E/W Street: Rodeo Rd  
 DATE: 10/1/2015  
 CITY: Baldwin Hills

DAY: Thursday

**A M**

*Adult Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	6	9	5	10	1	1	1	1
7:15 AM	9	9	4	6	1	4	5	17
7:30 AM	15	12	5	11	7	8	14	12
7:45 AM	5	4	4	5	6	11	8	15
8:00 AM	7	16	7	15	14	5	16	21
8:15 AM	7	8	6	14	16	8	6	27
8:30 AM	12	19	10	6	14	9	9	21
8:45 AM	19	14	8	6	19	9	15	16
9:00 AM	25	26	10	16	13	8	27	17
9:15 AM	9	8	5	12	9	13	18	19
9:30 AM	10	9	7	10	11	7	17	20
9:45 AM	10	9	8	9	18	11	12	14
<b>TOTALS</b>	<b>134</b>	<b>143</b>	<b>79</b>	<b>120</b>	<b>129</b>	<b>94</b>	<b>148</b>	<b>200</b>

*School-Aged Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	8	1	7	0	5	0	6	2
7:15 AM	3	1	3	0	0	0	3	6
7:30 AM	10	3	0	2	0	0	0	2
7:45 AM	0	0	0	0	0	0	2	0
8:00 AM	2	0	0	0	0	0	0	9
8:15 AM	0	0	0	0	0	0	0	15
8:30 AM	0	0	0	0	0	0	0	6
8:45 AM	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	1	0
9:30 AM	0	0	0	0	0	0	0	1
9:45 AM	0	0	0	0	0	0	0	0
<b>TOTALS</b>	<b>23</b>	<b>5</b>	<b>10</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>12</b>	<b>41</b>

**P M**

*Adult Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	13	16	8	9	8	9	12	10
3:15 PM	15	8	2	9	8	2	17	14
3:30 PM	10	5	7	12	24	15	15	13
3:45 PM	12	23	20	14	29	13	16	18
4:00 PM	16	14	7	13	8	9	18	8
4:15 PM	12	20	4	13	16	11	30	22
4:30 PM	15	15	9	8	20	13	20	9
4:45 PM	10	20	14	14	28	10	17	21
5:00 PM	15	22	11	14	15	9	22	15
5:15 PM	12	11	5	19	24	16	19	12
5:30 PM	8	28	9	15	16	8	24	18
5:45 PM	7	14	5	12	27	17	21	14
<b>TOTALS</b>	<b>145</b>	<b>196</b>	<b>101</b>	<b>152</b>	<b>223</b>	<b>132</b>	<b>231</b>	<b>174</b>

*School-Aged Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	1	16	0	10	8	9	5	0
3:15 PM	6	8	0	0	12	7	0	0
3:30 PM	20	19	0	0	0	1	2	0
3:45 PM	0	4	0	0	6	2	2	2
4:00 PM	0	1	0	0	0	0	1	0
4:15 PM	0	0	0	0	0	0	2	4
4:30 PM	0	0	0	0	0	0	0	2
4:45 PM	0	0	0	0	0	0	1	3
5:00 PM	0	0	0	1	0	0	2	0
5:15 PM	0	0	0	0	0	0	1	2
5:30 PM	0	3	0	0	0	0	1	0
5:45 PM	1	1	0	0	0	0	0	0
<b>TOTALS</b>	<b>28</b>	<b>52</b>	<b>0</b>	<b>11</b>	<b>26</b>	<b>16</b>	<b>17</b>	<b>13</b>

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

Day: Thursday

City: Baldwin Hills

BIKES

Date: 10/1/2015

AM

NS/EW Streets:	La Brea Ave			La Brea Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	1	1	3	0	1	2	1	
7:00 AM	0	2	0	0	4	0	0	1	0	1	1	0	9
7:15 AM	0	1	0	0	0	0	0	0	0	0	2	0	3
7:30 AM	1	0	0	0	0	0	0	0	0	0	0	1	2
7:45 AM	0	1	0	1	1	0	0	2	0	0	0	0	5
8:00 AM	0	1	0	1	1	0	0	2	0	0	0	0	5
8:15 AM	0	2	0	0	0	0	0	0	0	0	1	0	3
8:30 AM	0	1	0	0	2	0	0	1	0	0	0	0	4
8:45 AM	0	2	0	1	1	0	0	0	0	0	0	0	4
9:00 AM	0	4	0	1	4	0	0	0	0	0	1	0	10
9:15 AM	0	3	0	0	3	0	1	1	0	0	1	0	9
9:30 AM	0	2	1	0	1	0	0	2	0	0	0	0	6
9:45 AM	0	1	1	1	1	0	0	2	0	0	0	0	6

	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
TOTAL VOLUMES :	1	20	2	5	18	0	1	11	0	1	6	1	66
APPROACH %'s :	4.35%	86.96%	8.70%	21.74%	78.26%	0.00%	8.33%	91.67%	0.00%	12.50%	75.00%	12.50%	

PEAK HR START TIME :	7:15 AM												TOTAL
PEAK HR VOL :	1	3	0	2	2	0	0	4	0	0	2	1	15
PEAK HR FACTOR :	1.000			0.500			0.500			0.375			0.750

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

City: Baldwin Hills

BIKES

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	1	1	3	0	1	2	1	
3:00 PM	0	0	0	0	1	0	0	0	0	1	1	0	3
3:15 PM	0	1	0	0	1	0	0	0	0	0	0	2	4
3:30 PM	1	4	0	0	2	0	0	2	1	0	2	0	12
3:45 PM	0	3	0	0	3	0	0	3	1	0	1	0	11
4:00 PM	0	4	0	0	4	0	0	1	0	0	3	0	12
4:15 PM	0	1	0	0	2	0	0	3	0	1	0	2	9
4:30 PM	1	0	0	0	4	0	0	1	0	0	0	1	7
4:45 PM	0	5	1	1	0	0	0	0	0	0	0	0	7
5:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	1
5:15 PM	0	2	0	0	1	0	2	1	1	0	0	0	7
5:30 PM	1	1	0	0	1	0	0	0	0	0	2	0	5
5:45 PM	1	2	0	0	1	0	0	0	1	0	1	0	6
<b>TOTAL VOLUMES :</b>	4	24	1	1	20	0	2	11	4	2	10	5	84
<b>APPROACH %'s :</b>	13.79%	82.76%	3.45%	4.76%	95.24%	0.00%	11.76%	64.71%	23.53%	11.76%	58.82%	29.41%	
<b>PEAK HR START TIME :</b>	445 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	1	9	1	1	2	0	2	1	1	0	2	0	20
<b>PEAK HR FACTOR :</b>	0.458			0.750			0.250			0.250			0.714

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

Day: Thursday

City: Baldwin Hills

BUSES

Date: 10/1/2015

NS/EW Streets:	La Brea Ave		La Brea Ave			Rodeo Rd			Rodeo Rd			TOTAL	
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
7:00 AM	0	1	0	0	3	0	0	3	0	0	1	0	8
7:15 AM	0	3	0	0	3	0	0	2	0	0	1	0	9
7:30 AM	0	2	0	0	2	0	0	1	0	0	3	0	8
7:45 AM	0	4	0	0	3	0	0	1	0	0	1	0	9
8:00 AM	0	1	0	0	4	0	0	2	0	0	3	0	10
8:15 AM	0	0	0	0	1	0	0	1	0	0	4	0	6
8:30 AM	0	4	0	0	3	0	0	2	0	0	1	0	10
8:45 AM	0	2	0	1	1	0	0	1	0	0	2	0	7
9:00 AM	0	2	0	0	3	0	0	1	0	0	2	1	9
9:15 AM	0	2	0	0	5	0	0	1	0	0	1	0	9
9:30 AM	0	0	0	0	1	0	0	0	0	0	2	1	4
9:45 AM	0	2	0	0	1	0	0	3	0	0	1	0	7
<b>TOTAL VOLUMES :</b>	0	23	0	1	30	0	0	18	0	0	22	2	96
<b>APPROACH %'s :</b>	0.00%	100.00%	0.00%	3.23%	96.77%	0.00%	0.00%	100.00%	0.00%	0.00%	91.67%	8.33%	
<b>PEAK HR START TIME :</b>	7:15 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	10	0	0	12	0	0	6	0	0	8	0	36
<b>PEAK HR FACTOR :</b>	0.625			0.750			0.750			0.667			0.900

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

City: Baldwin Hills

**BUSES**

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	La Brea Ave			La Brea Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	1	1	3	0	1	2	1	
3:00 PM	0	3	0	0	4	0	0	2	0	0	3	0	12
3:15 PM	0	1	0	0	3	0	0	0	0	0	1	0	5
3:30 PM	0	1	0	0	1	0	0	2	0	0	1	0	5
3:45 PM	1	8	0	0	5	0	0	3	0	0	2	0	19
4:00 PM	0	1	0	0	3	0	0	2	0	0	0	0	6
4:15 PM	0	3	0	0	4	0	0	2	0	0	2	0	11
4:30 PM	0	2	0	0	3	0	0	3	0	0	3	0	11
4:45 PM	0	2	0	0	5	0	0	2	0	0	2	0	11
5:00 PM	0	2	0	0	1	0	0	0	0	0	3	0	6
5:15 PM	0	2	1	0	5	0	0	3	0	0	0	0	11
5:30 PM	0	1	0	0	3	0	0	1	0	0	1	0	6
5:45 PM	0	1	0	0	1	0	0	1	0	0	2	0	5
<b>TOTAL VOLUMES :</b>	1	27	1	0	38	0	0	21	0	0	20	0	108
<b>APPROACH %'s :</b>	3.45%	93.10%	3.45%	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	
<b>PEAK HR START TIME :</b>	445 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	7	1	0	14	0	0	6	0	0	6	0	34
<b>PEAK HR FACTOR :</b>	0.667			0.700			0.500			0.500			0.773

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

Day: Thursday

City: Baldwin Hills

HEAVY TRUCKS

Date: 10/1/2015

NS/EW Streets:	AM												TOTAL
	La Brea Ave			La Brea Ave			Rodeo Rd			Rodeo Rd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	1	1	3	0	1	2	1	
7:00 AM	0	6	0	1	5	2	3	4	1	0	5	4	31
7:15 AM	0	5	0	2	2	5	1	2	0	0	7	5	29
7:30 AM	2	8	0	0	5	3	3	0	0	0	3	2	26
7:45 AM	0	7	0	5	4	2	0	2	0	0	4	0	24
8:00 AM	0	4	0	3	5	2	2	3	0	0	4	2	25
8:15 AM	1	4	0	1	2	3	0	4	1	0	3	2	21
8:30 AM	0	3	0	2	6	0	1	4	0	0	2	2	20
8:45 AM	1	5	1	2	2	3	1	1	0	0	0	3	19
9:00 AM	0	9	0	2	10	1	0	2	0	0	5	2	31
9:15 AM	1	8	1	0	5	2	3	2	0	1	6	3	32
9:30 AM	1	7	1	1	11	1	1	3	0	0	3	4	33
9:45 AM	0	10	2	2	3	0	0	2	0	0	3	4	26
<b>TOTAL VOLUMES :</b>	6	76	5	21	60	24	15	29	2	1	45	33	317
<b>APPROACH %'s :</b>	6.90%	87.36%	5.75%	20.00%	57.14%	22.86%	32.61%	63.04%	4.35%	1.27%	56.96%	41.77%	
<b>PEAK HR START TIME :</b>	715 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	2	24	0	10	16	12	6	7	0	0	18	9	104
<b>PEAK HR FACTOR :</b>	0.650			0.864			0.650			0.563			0.897

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-004

City: Baldwin Hills

HEAVY TRUCKS

Day: Thursday

Date: 10/1/2015

		PM												
NS/EW Streets:		La Brea Ave			La Brea Ave			Rodeo Rd			Rodeo Rd			
		NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:		NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
		1	3	0	1	3	1	1	3	0	1	2	1	
3:00 PM		0	3	0	0	3	2	3	4	0	1	1	2	19
3:15 PM		0	8	3	4	5	3	2	0	0	1	2	7	35
3:30 PM		2	10	0	2	4	0	2	4	2	0	4	1	31
3:45 PM		0	11	0	4	6	0	0	5	1	0	5	1	33
4:00 PM		0	7	0	3	9	1	2	2	0	0	7	2	33
4:15 PM		0	1	0	1	4	2	1	4	0	1	0	3	17
4:30 PM		1	2	1	2	9	0	2	2	0	0	1	2	22
4:45 PM		0	8	1	5	0	2	1	3	0	0	0	1	21
5:00 PM		0	3	0	2	1	2	0	4	0	3	1	3	19
5:15 PM		0	5	0	0	4	0	2	3	1	0	1	4	20
5:30 PM		1	6	0	0	3	0	0	0	0	0	2	0	12
5:45 PM		1	5	0	1	5	0	0	0	1	0	1	0	14
<b>TOTAL VOLUMES :</b>		5	69	5	24	53	12	15	31	5	6	25	26	276
<b>APPROACH %'s :</b>		6.33%	87.34%	6.33%	26.97%	59.55%	13.48%	29.41%	60.78%	9.80%	10.53%	43.86%	45.61%	
<b>PEAK HR START TIME :</b>	445 PM													<b>TOTAL</b>
<b>PEAK HR VOL :</b>	1	22	1	7	8	4	3	10	1	3	4	8	72	
<b>PEAK HR FACTOR :</b>	0.667			0.679			0.583			0.536			0.857	

CONTROL : Signalized



**City Of Los Angeles**  
**Department Of Transportation**  
**MANUAL TRAFFIC COUNT SUMMARY**

STREET: North/South Martin Luther King Jr. Blvd

East/West Rodeo Rd

Day: Thursday Date: October 1, 2015 Weather: SUNNY

Hours: 7-10 & 3-6 Chekrs: NDS

School Day: YES District: \_\_\_\_\_ I/S CODE \_\_\_\_\_

	N/B		S/B		E/B		W/B	
<b>DUAL-WHEELED</b>	0		0		0		0	
<b>BIKES</b>	0		0		0		0	
<b>BUSES</b>	0		0		0		0	

	N/B		S/B		E/B		W/B	
	TIME		TIME		TIME		TIME	
<i>AM PK 15 MIN</i>	406	7.15	0	0.00	222	8.15	191	7.15
<i>PM PK 15 MIN</i>	232	15.00	0	0.00	433	17.15	139	17.45
<i>AM PK HOUR</i>	1435	7.00	0	0.00	829	7.45	668	7.00
<i>PM PK HOUR</i>	818	15.00	0	0.00	1613	16.30	467	17.00

**NORTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	1378	0	57	1435
8-9	1171	0	126	1297
9-10	905	0	45	950
15-16	776	0	42	818
16-17	748	0	50	798
17-18	727	0	77	804
<b>TOTAL</b>	<b>5705</b>	<b>0</b>	<b>397</b>	<b>6102</b>

**SOUTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	0	0	0
8-9	0	0	0	0
9-10	0	0	0	0
15-16	0	0	0	0
16-17	0	0	0	0
17-18	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**TOTAL**

**XING S/L**

**XING N/L**

Hours	N-S	Ped	Sch	Ped	Sch
7-8	1435	0	0	0	0
8-9	1297	0	0	0	0
9-10	950	0	0	0	0
15-16	818	0	0	0	0
16-17	798	0	0	0	0
17-18	804	0	0	0	0
<b>TOTAL</b>	<b>6102</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**EASTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	0	283	422	705
8-9	0	295	519	814
9-10	0	259	530	789
15-16	0	413	926	1339
16-17	0	484	1098	1582
17-18	0	491	1097	1588
<b>TOTAL</b>	<b>0</b>	<b>2225</b>	<b>4592</b>	<b>6817</b>

**WESTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	39	629	0	668
8-9	55	443	0	498
9-10	28	407	0	435
15-16	41	388	0	429
16-17	53	359	0	412
17-18	67	400	0	467
<b>TOTAL</b>	<b>283</b>	<b>2626</b>	<b>0</b>	<b>2909</b>

**TOTAL**

**XING W/L**

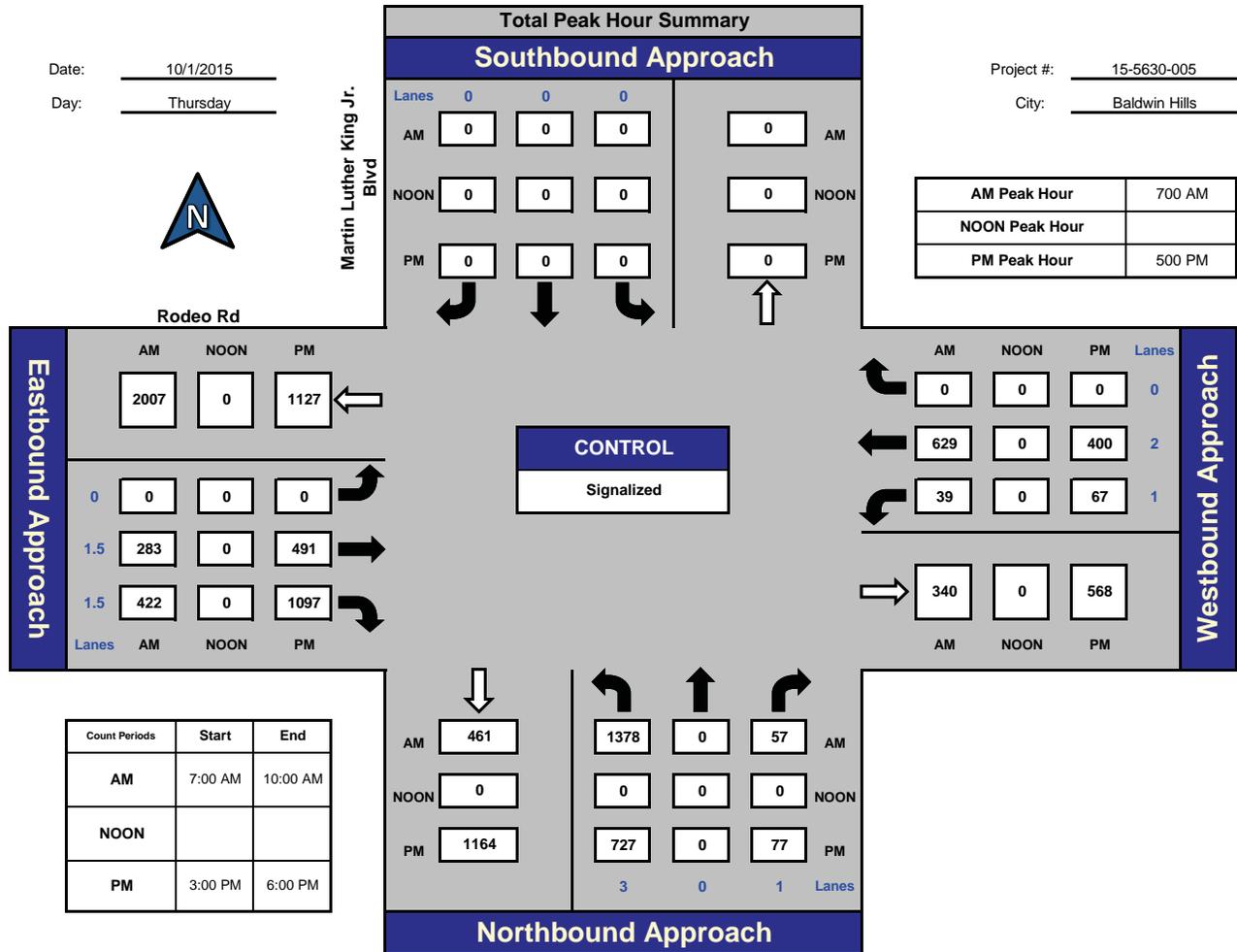
**XING E/L**

Hours	E-W	Ped	Sch	Ped	Sch
7-8	1373	0	0	0	0
8-9	1312	0	0	0	0
9-10	1224	0	0	0	0
15-16	1768	0	0	0	0
16-17	1994	0	0	0	0
17-18	2055	0	0	0	0
<b>TOTAL</b>	<b>9726</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

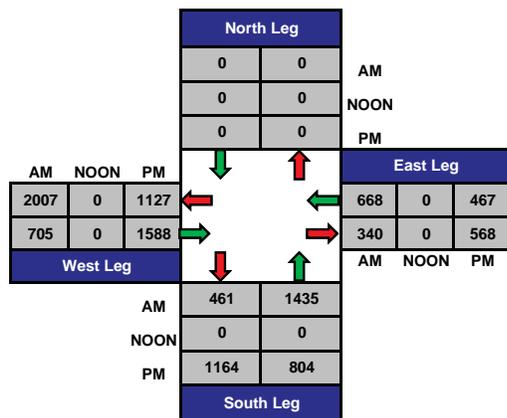
# ITM Peak Hour Summary



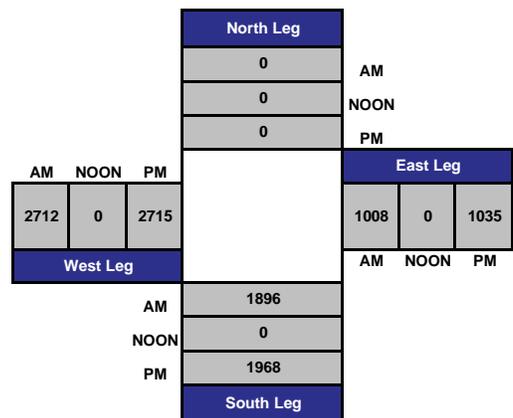
## Martin Luther King Jr. Blvd and Rodeo Rd, Baldwin Hills



### Total Ins & Outs



### Total Volume Per Leg



# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-005

Day: Thursday

City: Baldwin Hills

**TOTALS**

Date: 10/1/2015

		AM												
NS/EW Streets:		Martin Luther King Jr. Blvd			Martin Luther King Jr. Blvd			Rodeo Rd			Rodeo Rd			
		NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:		NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
		3	0	1	0	0	0	0	1.5	1.5	1	2	0	
7:00 AM		353	0	14	0	0	0	0	74	85	1	143	0	670
7:15 AM		396	0	10	0	0	0	0	71	93	7	184	0	761
7:30 AM		315	0	14	0	0	0	0	82	85	12	149	0	657
7:45 AM		314	0	19	0	0	0	0	56	159	19	153	0	720
8:00 AM		277	0	32	0	0	0	0	76	132	13	131	0	661
8:15 AM		297	0	38	0	0	0	0	66	156	13	102	0	672
8:30 AM		295	0	29	0	0	0	0	73	111	19	98	0	625
8:45 AM		302	0	27	0	0	0	0	80	120	10	112	0	651
9:00 AM		265	0	16	0	0	0	0	63	125	10	109	0	588
9:15 AM		208	0	9	0	0	0	0	61	138	2	108	0	526
9:30 AM		235	0	12	0	0	0	0	71	130	8	94	0	550
9:45 AM		197	0	8	0	0	0	0	64	137	8	96	0	510
<b>TOTAL VOLUMES :</b>		3454	0	228	0	0	0	0	837	1471	122	1479	0	7591
<b>APPROACH %'s :</b>		93.81%	0.00%	6.19%	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	36.27%	63.73%	7.62%	92.38%	0.00%	
<b>PEAK HR START TIME :</b>		700 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>		1378	0	57	0	0	0	0	283	422	39	629	0	2808
<b>PEAK HR FACTOR :</b>		0.884			0.000			0.820			0.874			0.922

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-005

City: Baldwin Hills

**TOTALS**

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
LANES:	3	0	1	0	0	0	0	1.5	1.5	1	2	0	
3:00 PM	223	0	9	0	0	0	0	101	210	6	89	0	638
3:15 PM	190	0	8	0	0	0	0	86	232	15	105	0	636
3:30 PM	182	0	10	0	0	0	0	108	233	10	82	0	625
3:45 PM	181	0	15	0	0	0	0	118	251	10	112	0	687
4:00 PM	201	0	9	0	0	0	0	116	294	12	78	0	710
4:15 PM	186	0	13	0	0	0	0	112	249	9	92	0	661
4:30 PM	166	0	14	0	0	0	0	115	275	15	102	0	687
4:45 PM	195	0	14	0	0	0	0	141	280	17	87	0	734
5:00 PM	180	0	15	0	0	0	0	87	282	15	94	0	673
5:15 PM	165	0	13	0	0	0	0	145	288	15	90	0	716
5:30 PM	203	0	20	0	0	0	0	120	258	13	101	0	715
5:45 PM	179	0	29	0	0	0	0	139	269	24	115	0	755
<b>TOTAL VOLUMES :</b>	2251	0	169	0	0	0	0	1388	3121	161	1147	0	8237
<b>APPROACH %'s :</b>	93.02%	0.00%	6.98%	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	30.78%	69.22%	12.31%	87.69%	0.00%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	727	0	77	0	0	0	0	491	1097	67	400	0	2859
<b>PEAK HR FACTOR :</b>	0.901		0.000			0.917			0.840			0.947	

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-005

CARS

Day: Thursday

City: Baldwin Hills

AM

Date: 10/1/2015

NS/EW Streets:	Martin Luther King Jr. Blvd			Martin Luther King Jr. Blvd			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	3	0	1	0	0	0	0	1.5	1.5	1	2	0	
7:00 AM	353	0	14	0	0	0	0	74	85	1	143	0	670
7:15 AM	396	0	10	0	0	0	0	71	93	7	184	0	761
7:30 AM	315	0	14	0	0	0	0	82	85	12	149	0	657
7:45 AM	314	0	19	0	0	0	0	56	159	19	153	0	720
8:00 AM	277	0	32	0	0	0	0	76	132	13	131	0	661
8:15 AM	297	0	38	0	0	0	0	66	156	13	102	0	672
8:30 AM	295	0	29	0	0	0	0	73	111	19	98	0	625
8:45 AM	302	0	27	0	0	0	0	80	120	10	112	0	651
9:00 AM	265	0	16	0	0	0	0	63	125	10	109	0	588
9:15 AM	208	0	9	0	0	0	0	61	138	2	108	0	526
9:30 AM	235	0	12	0	0	0	0	71	130	8	94	0	550
9:45 AM	197	0	8	0	0	0	0	64	137	8	96	0	510
<b>TOTAL VOLUMES :</b>	3454	0	228	0	0	0	0	837	1471	122	1479	0	7591
<b>APPROACH %'s :</b>	93.81%	0.00%	6.19%				0.00%	36.27%	63.73%	7.62%	92.38%	0.00%	
<b>PEAK HR START TIME :</b>	700 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	1378	0	57	0	0	0	0	283	422	39	629	0	2808
<b>PEAK HR FACTOR :</b>	0.884			0.000			0.820			0.874			0.922

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-005

City: Baldwin Hills

CARS

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
LANES:	3	0	1	0	0	0	0	1.5	1.5	1	2	0	
3:00 PM	223	0	9	0	0	0	0	101	210	6	89	0	638
3:15 PM	190	0	8	0	0	0	0	86	232	15	105	0	636
3:30 PM	182	0	10	0	0	0	0	108	233	10	82	0	625
3:45 PM	181	0	15	0	0	0	0	118	251	10	112	0	687
4:00 PM	201	0	9	0	0	0	0	116	294	12	78	0	710
4:15 PM	186	0	13	0	0	0	0	112	249	9	92	0	661
4:30 PM	166	0	14	0	0	0	0	115	275	15	102	0	687
4:45 PM	195	0	14	0	0	0	0	141	280	17	87	0	734
5:00 PM	180	0	15	0	0	0	0	87	282	15	94	0	673
5:15 PM	165	0	13	0	0	0	0	145	288	15	90	0	716
5:30 PM	203	0	20	0	0	0	0	120	258	13	101	0	715
5:45 PM	179	0	29	0	0	0	0	139	269	24	115	0	755
<b>TOTAL VOLUMES :</b>	2251	0	169	0	0	0	0	1388	3121	161	1147	0	8237
<b>APPROACH %'s :</b>	93.02%	0.00%	6.98%				0.00%	30.78%	69.22%	12.31%	87.69%	0.00%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	727	0	77	0	0	0	0	491	1097	67	400	0	2859
<b>PEAK HR FACTOR :</b>	0.901		0.000				0.917			0.840			0.947

CONTROL : Signalized



**City Of Los Angeles**  
**Department Of Transportation**  
**MANUAL TRAFFIC COUNT SUMMARY**

STREET: North/South Farmdale Ave

East/West Rodeo Rd

Day: Thursday Date: October 1, 2015 Weather: SUNNY

Hours: 7-10 & 3-6 Chekrs: NDS

School Day: YES District: \_\_\_\_\_ I/S CODE \_\_\_\_\_

	N/B	S/B	E/B	W/B
<b>DUAL-WHEELED BIKES</b>	0	0	0	0
<b>BIKES</b>	1	15	9	9
<b>BUSES</b>	0	0	0	0

	N/B	TIME	S/B	TIME	E/B	TIME	W/B	TIME
AM PK 15 MIN	42	7.30	69	7.30	109	8.15	210	7.30
PM PK 15 MIN	19	15.15	136	17.30	152	17.45	116	15.15
AM PK HOUR	140	7.15	241	7.30	421	8.00	787	7.15
PM PK HOUR	47	16.30	493	17.00	527	17.00	396	15.00

**NORTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	29	30	72	131
8-9	11	15	33	59
9-10	7	6	20	33
15-16	6	7	28	41
16-17	3	10	24	37
17-18	6	7	30	43
<b>TOTAL</b>	<b>62</b>	<b>75</b>	<b>207</b>	<b>344</b>

**SOUTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	78	4	122	204
8-9	92	7	129	228
9-10	54	8	115	177
15-16	159	10	160	329
16-17	200	17	193	410
17-18	237	27	229	493
<b>TOTAL</b>	<b>820</b>	<b>73</b>	<b>948</b>	<b>1841</b>

**TOTAL**

**XING S/L**

**XING N/L**

Hours	N-S	Ped	Sch	Ped	Sch
7-8	335	15	43	55	8
8-9	287	34	4	15	1
9-10	210	10	0	6	0
15-16	370	15	21	23	36
16-17	447	8	1	24	3
17-18	536	12	0	27	3
<b>TOTAL</b>	<b>2185</b>	<b>94</b>	<b>69</b>	<b>150</b>	<b>51</b>

**EASTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	61	213	2	276
8-9	111	306	4	421
9-10	93	197	4	294
15-16	98	341	12	451
16-17	102	387	7	496
17-18	111	401	15	527
<b>TOTAL</b>	<b>576</b>	<b>1845</b>	<b>44</b>	<b>2465</b>

**WESTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	7	490	276	773
8-9	6	377	223	606
9-10	3	274	133	410
15-16	8	264	124	396
16-17	9	217	108	334
17-18	5	230	131	366
<b>TOTAL</b>	<b>38</b>	<b>1852</b>	<b>995</b>	<b>2885</b>

**TOTAL**

**XING W/L**

**XING E/L**

Hours	E-W	Ped	Sch	Ped	Sch
7-8	1049	31	70	31	48
8-9	1027	49	20	15	4
9-10	704	17	0	11	1
15-16	847	33	44	34	41
16-17	830	22	1	36	2
17-18	893	23	1	32	6
<b>TOTAL</b>	<b>5350</b>	<b>175</b>	<b>136</b>	<b>159</b>	<b>102</b>

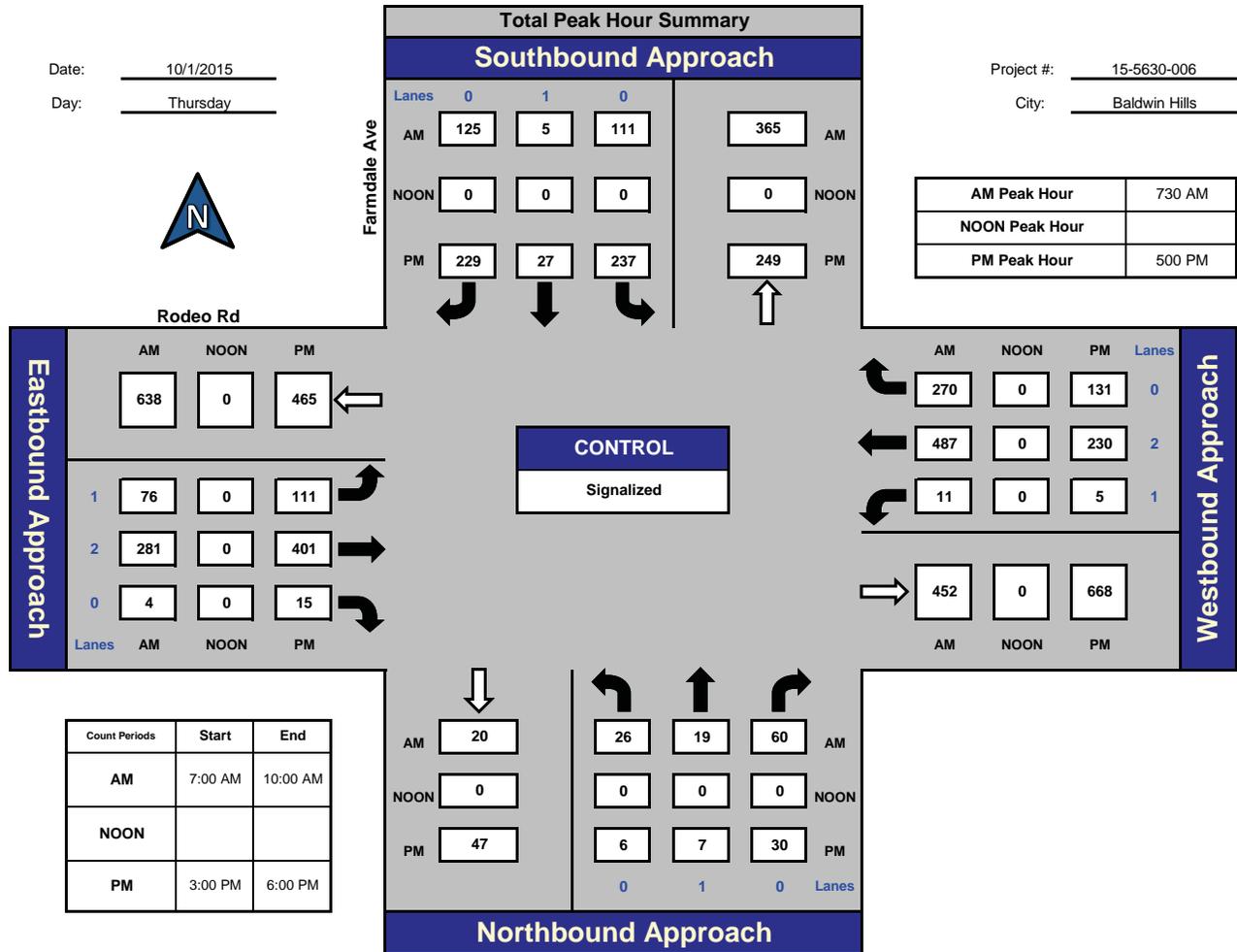
# ITM Peak Hour Summary



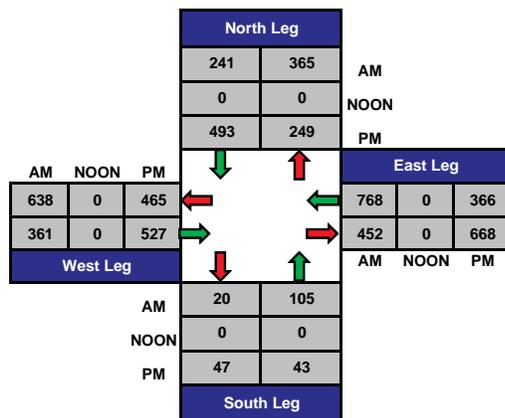
## Farmdale Ave and Rodeo Rd , Baldwin Hills

Date: 10/1/2015  
Day: Thursday

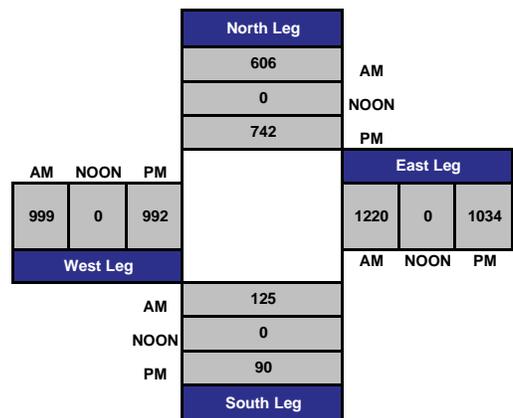
Project #: 15-5630-006  
City: Baldwin Hills



### Total Ins & Outs



### Total Volume Per Leg



# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-006

Day: Thursday

City: Baldwin Hills

**TOTALS**

Date: 10/1/2015

NS/EW Streets:	AM												TOTAL
	Farmdale Ave			Farmdale Ave			Rodeo Rd			Rodeo Rd			
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	1	0	0	1	0	1	2	0	1	2	0	
7:00 AM	3	2	11	12	2	31	25	48	1	1	95	73	304
7:15 AM	9	15	17	10	1	22	8	47	0	0	131	61	321
7:30 AM	8	8	26	33	0	36	16	55	0	2	134	74	392
7:45 AM	9	5	18	23	1	33	12	63	1	4	130	68	367
8:00 AM	8	5	12	34	1	21	16	87	2	1	121	61	369
8:15 AM	1	1	4	21	3	35	32	76	1	4	102	67	347
8:30 AM	2	7	10	22	2	36	27	71	1	0	88	56	322
8:45 AM	0	2	7	15	1	37	36	72	0	1	66	39	276
9:00 AM	0	3	5	7	0	39	22	48	1	1	67	40	233
9:15 AM	2	1	9	21	4	29	27	48	1	1	77	39	259
9:30 AM	2	2	3	14	3	21	26	51	1	0	61	30	214
9:45 AM	3	0	3	12	1	26	18	50	1	1	69	24	208
<b>TOTAL VOLUMES :</b>	47	51	125	224	19	366	265	716	10	16	1141	632	3612
<b>APPROACH %'s :</b>	21.08%	22.87%	56.05%	36.78%	3.12%	60.10%	26.74%	72.25%	1.01%	0.89%	63.78%	35.33%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	26	19	60	111	5	125	76	281	4	11	487	270	1475
<b>PEAK HR FACTOR :</b>	0.625			0.873			0.828			0.914			0.941

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-006

Day: Thursday

City: Baldwin Hills

TOTALS

Date: 10/1/2015

PM

NS/EW Streets:	Farmdale Ave			Farmdale Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	1	0	0	1	0	1	2	0	1	2	0	
3:00 PM	1	2	7	32	0	41	20	75	4	2	57	29	270
3:15 PM	4	3	12	47	3	42	17	83	2	5	69	42	329
3:30 PM	1	1	5	38	2	38	31	80	3	1	57	22	279
3:45 PM	0	1	4	42	5	39	30	103	3	0	81	31	339
4:00 PM	0	4	2	55	5	36	24	91	2	2	55	27	303
4:15 PM	0	2	3	60	5	52	25	87	1	3	47	29	314
4:30 PM	2	1	10	51	2	53	28	96	1	1	62	26	333
4:45 PM	1	3	9	34	5	52	25	113	3	3	53	26	327
5:00 PM	2	1	5	57	7	50	20	84	3	2	54	29	314
5:15 PM	2	2	9	53	7	50	28	110	3	0	58	38	360
5:30 PM	1	1	6	67	5	64	29	93	5	0	45	36	352
5:45 PM	1	3	10	60	8	65	34	114	4	3	73	28	403
<b>TOTAL VOLUMES :</b>	15	24	82	596	54	582	311	1129	34	22	711	363	3923
<b>APPROACH %'s :</b>	12.40%	19.83%	67.77%	48.38%	4.38%	47.24%	21.10%	76.59%	2.31%	2.01%	64.87%	33.12%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	6	7	30	237	27	229	111	401	15	5	230	131	1429
<b>PEAK HR FACTOR :</b>	0.768			0.906			0.867			0.880			0.886

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-006

Day: Thursday

City: Baldwin Hills

CARS

Date: 10/1/2015

NS/EW Streets:	Farmdale Ave			Farmdale Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	1	0	0	1	0	1	2	0	1	2	0	
7:00 AM	3	2	11	12	2	31	25	48	1	1	95	73	304
7:15 AM	9	15	17	10	1	22	8	47	0	0	131	61	321
7:30 AM	8	8	26	33	0	36	16	55	0	2	134	74	392
7:45 AM	9	5	18	23	1	33	12	63	1	4	130	68	367
8:00 AM	8	5	12	34	1	21	16	87	2	1	121	61	369
8:15 AM	1	1	4	21	3	35	32	76	1	4	102	67	347
8:30 AM	2	7	10	22	2	36	27	71	1	0	88	56	322
8:45 AM	0	2	7	15	1	37	36	72	0	1	66	39	276
9:00 AM	0	3	5	7	0	39	22	48	1	1	67	40	233
9:15 AM	2	1	9	21	4	29	27	48	1	1	77	39	259
9:30 AM	2	2	3	14	3	21	26	51	1	0	61	30	214
9:45 AM	3	0	3	12	1	26	18	50	1	1	69	24	208
<b>TOTAL VOLUMES :</b>	47	51	125	224	19	366	265	716	10	16	1141	632	3612
<b>APPROACH %'s :</b>	21.08%	22.87%	56.05%	36.78%	3.12%	60.10%	26.74%	72.25%	1.01%	0.89%	63.78%	35.33%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	26	19	60	111	5	125	76	281	4	11	487	270	1475
<b>PEAK HR FACTOR :</b>	0.625			0.873			0.828			0.914			0.941

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-006

City: Baldwin Hills

CARS

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	Farmdale Ave			Farmdale Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	1	0	0	1	0	1	2	0	1	2	0	
3:00 PM	1	2	7	32	0	41	20	75	4	2	57	29	270
3:15 PM	4	3	12	47	3	42	17	83	2	5	69	42	329
3:30 PM	1	1	5	38	2	38	31	80	3	1	57	22	279
3:45 PM	0	1	4	42	5	39	30	103	3	0	81	31	339
4:00 PM	0	4	2	55	5	36	24	91	2	2	55	27	303
4:15 PM	0	2	3	60	5	52	25	87	1	3	47	29	314
4:30 PM	2	1	10	51	2	53	28	96	1	1	62	26	333
4:45 PM	1	3	9	34	5	52	25	113	3	3	53	26	327
5:00 PM	2	1	5	57	7	50	20	84	3	2	54	29	314
5:15 PM	2	2	9	53	7	50	28	110	3	0	58	38	360
5:30 PM	1	1	6	67	5	64	29	93	5	0	45	36	352
5:45 PM	1	3	10	60	8	65	34	114	4	3	73	28	403
<b>TOTAL VOLUMES :</b>	15	24	82	596	54	582	311	1129	34	22	711	363	3923
<b>APPROACH %'s :</b>	12.40%	19.83%	67.77%	48.38%	4.38%	47.24%	21.10%	76.59%	2.31%	2.01%	64.87%	33.12%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	6	7	30	237	27	229	111	401	15	5	230	131	1429
<b>PEAK HR FACTOR :</b>	0.768			0.906			0.867			0.880			0.886

CONTROL : Signalized

PREPARED BY NATIONAL DATA & SURVEYING SERVICES

PROJECT#: 15-5630-006  
 N/S Street: Farmdale Ave  
 E/W Street: Rodeo Rd  
 DATE: 10/1/2015  
 CITY: Baldwin Hills

DAY: Thursday

**A M**

*Adult Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	1	5	1	3	2	1	7	1
7:15 AM	3	6	0	6	6	1	10	1
7:30 AM	3	13	0	3	4	6	8	0
7:45 AM	7	17	0	2	10	1	4	0
8:00 AM	0	8	0	15	9	0	19	1
8:15 AM	0	2	0	11	2	2	16	2
8:30 AM	0	4	0	4	0	0	6	1
8:45 AM	1	0	0	4	1	1	4	0
9:00 AM	0	1	0	1	0	2	1	0
9:15 AM	0	0	0	1	1	2	1	1
9:30 AM	0	3	0	4	2	2	5	0
9:45 AM	2	0	2	2	0	2	5	4
<b>TOTALS</b>	<b>17</b>	<b>59</b>	<b>3</b>	<b>56</b>	<b>37</b>	<b>20</b>	<b>86</b>	<b>11</b>

*School-Aged Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
7:00 AM	0	0	0	0	0	0	0	0
7:15 AM	3	0	0	0	0	0	0	0
7:30 AM	0	3	0	18	18	8	25	0
7:45 AM	2	0	0	25	19	3	45	0
8:00 AM	0	1	0	2	4	0	15	0
8:15 AM	0	0	0	1	0	0	4	0
8:30 AM	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	1	0	0	1	0
9:00 AM	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0
9:30 AM	0	0	0	0	1	0	0	0
9:45 AM	0	0	0	0	0	0	0	0
<b>TOTALS</b>	<b>5</b>	<b>4</b>	<b>0</b>	<b>47</b>	<b>42</b>	<b>11</b>	<b>90</b>	<b>0</b>

**P M**

*Adult Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	0	2	0	1	1	2	1	3
3:15 PM	10	2	5	2	1	14	5	11
3:30 PM	4	0	0	1	1	4	2	3
3:45 PM	4	1	3	3	1	10	2	6
4:00 PM	10	0	0	3	1	8	3	3
4:15 PM	8	0	0	0	1	13	4	6
4:30 PM	5	1	1	2	0	10	3	3
4:45 PM	0	0	0	2	0	3	0	0
5:00 PM	7	3	1	2	0	6	2	3
5:15 PM	6	1	2	0	0	7	0	3
5:30 PM	3	2	4	0	4	6	7	4
5:45 PM	3	2	1	2	2	7	0	4
<b>TOTALS</b>	<b>60</b>	<b>14</b>	<b>17</b>	<b>18</b>	<b>12</b>	<b>90</b>	<b>29</b>	<b>49</b>

*School-Aged Pedestrians*

T I M E	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG	
	EB	WB	EB	WB	NB	SB	NB	SB
3:00 PM	0	0	0	0	0	2	0	0
3:15 PM	35	1	19	2	2	37	0	43
3:30 PM	0	0	0	0	0	0	0	1
3:45 PM	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	1	0	0
4:15 PM	1	0	0	0	0	1	0	1
4:30 PM	2	0	0	1	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	1	0
5:15 PM	0	0	0	0	0	1	0	0
5:30 PM	1	0	0	0	1	1	0	0
5:45 PM	2	0	0	0	0	3	0	0
<b>TOTALS</b>	<b>41</b>	<b>1</b>	<b>19</b>	<b>3</b>	<b>3</b>	<b>46</b>	<b>1</b>	<b>45</b>

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-006

Day: Thursday

City: Baldwin Hills

BIKES

Date: 10/1/2015

AM

NS/EW Streets:	Farmdale Ave			Farmdale Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	1	0	0	1	0	1	2	0	1	2	0	
7:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
7:15 AM	0	0	0	0	0	0	0	1	0	0	0	0	1
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	1	1
7:45 AM	1	0	0	0	0	0	1	0	0	0	0	0	2
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	1	1
8:15 AM	0	0	0	1	0	0	0	1	0	0	0	0	2
8:30 AM	0	0	0	0	0	1	0	0	0	0	0	1	2
8:45 AM	0	0	0	0	0	0	0	1	0	0	0	0	1
9:00 AM	0	0	0	0	0	0	1	0	0	0	1	0	2
9:15 AM	0	0	0	1	0	1	0	0	0	0	0	0	2
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:45 AM	0	0	0	1	0	0	0	0	0	0	1	0	2
<b>TOTAL VOLUMES :</b>	1	0	0	3	0	2	2	3	0	0	3	3	17
<b>APPROACH %'s :</b>	100.00%	0.00%	0.00%	60.00%	0.00%	40.00%	40.00%	60.00%	0.00%	0.00%	50.00%	50.00%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	1	0	0	1	0	0	1	1	0	0	0	2	6
<b>PEAK HR FACTOR :</b>	0.250			0.250			0.500			0.500			0.750

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 15-5630-006

City: Baldwin Hills

BIKES

Day: Thursday

Date: 10/1/2015

PM

NS/EW Streets:	Farmdale Ave			Farmdale Ave			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	0	1	0	0	1	0	1	2	0	1	2	0	
3:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	1
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:30 PM	0	0	0	2	0	1	0	0	0	0	0	0	3
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:15 PM	0	0	0	0	2	1	0	0	0	0	2	0	5
4:30 PM	0	0	0	0	0	1	1	2	0	0	0	0	4
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 PM	0	0	0	0	0	0	0	0	0	0	1	0	1
5:15 PM	0	0	0	1	1	0	1	0	0	0	0	0	3
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTAL VOLUMES :</b>	0	0	0	4	3	3	2	2	0	0	3	0	17
<b>APPROACH %'s :</b>				40.00%	30.00%	30.00%	50.00%	50.00%	0.00%	0.00%	100.00%	0.00%	
<b>PEAK HR START TIME :</b>	500 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	0	0	0	1	1	0	1	0	0	0	1	0	4
<b>PEAK HR FACTOR :</b>	0.000			0.250			0.250			0.250			0.333

CONTROL : Signalized



**City Of Los Angeles**  
**Department Of Transportation**  
**MANUAL TRAFFIC COUNT SUMMARY**

STREET: North/South Crenshaw Blvd

East/West Rodeo Rd

Day: Thursday Date: December 18, 2014 Weather: SUNNY

Hours: 7-10 & 3-6 Chekrs: NDS

School Day: YES District: \_\_\_\_\_ I/S CODE \_\_\_\_\_

	<u>N/B</u>	<u>S/B</u>	<u>E/B</u>	<u>W/B</u>
<b>DUAL-WHEELED BIKES</b>	0	0	0	0
<b>BUSES</b>	0	0	0	0

	<u>N/B</u>	<u>TIME</u>	<u>S/B</u>	<u>TIME</u>	<u>E/B</u>	<u>TIME</u>	<u>W/B</u>	<u>TIME</u>
<i>AM PK 15 MIN</i>	332	7.30	243	9.30	105	8.45	157	7.15
<i>PM PK 15 MIN</i>	278	17.00	348	17.00	139	17.15	96	17.15
<i>AM PK HOUR</i>	1283	7.15	875	9.00	360	7.30	579	7.15
<i>PM PK HOUR</i>	1053	16.15	1359	17.00	498	15.30	332	16.45

**NORTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	25	1202	15	1242
8-9	22	1101	21	1144
9-10	41	845	21	907
15-16	36	872	42	950
16-17	35	986	18	1039
17-18	28	912	19	959
<b>TOTAL</b>	<b>187</b>	<b>5918</b>	<b>136</b>	<b>6241</b>

**SOUTHBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	22	547	61	630
8-9	21	698	98	817
9-10	33	727	115	875
15-16	46	1027	89	1162
16-17	36	1132	127	1295
17-18	64	1169	126	1359
<b>TOTAL</b>	<b>222</b>	<b>5300</b>	<b>616</b>	<b>6138</b>

**TOTAL**

**XING S/L**

**XING**

N-S	Ped	Sch	Ped
1872	0	0	0
1961	0	0	0
1782	0	0	0
2112	0	0	0
2334	0	0	0
2318	0	0	0
<b>12379</b>	<b>0</b>	<b>0</b>	<b>0</b>

**EASTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	129	165	33	327
8-9	110	204	32	346
9-10	95	173	33	301
15-16	131	269	75	475
16-17	128	275	62	465
17-18	140	300	46	486
<b>TOTAL</b>	<b>733</b>	<b>1386</b>	<b>281</b>	<b>2400</b>

**WESTBOUND Approach**

Hours	Lt	Th	Rt	Total
7-8	38	351	171	560
8-9	45	321	169	535
9-10	34	214	94	342
15-16	36	204	70	310
16-17	53	179	59	291
17-18	53	194	73	320
<b>TOTAL</b>	<b>259</b>	<b>1463</b>	<b>636</b>	<b>2358</b>

**TOTAL**

**XING W/L**

**XING**

E-W	Ped	Sch	Ped
887	0	0	0
881	0	0	0
643	0	0	0
785	0	0	0
756	0	0	0
806	0	0	0
<b>4758</b>	<b>0</b>	<b>0</b>	<b>0</b>

**N/L**

Sch
0
0
0
0
0
0
0

0
---

**E/L**

Sch
0
0
0
0
0
0
0

0
---

# ITM Peak Hour Summary

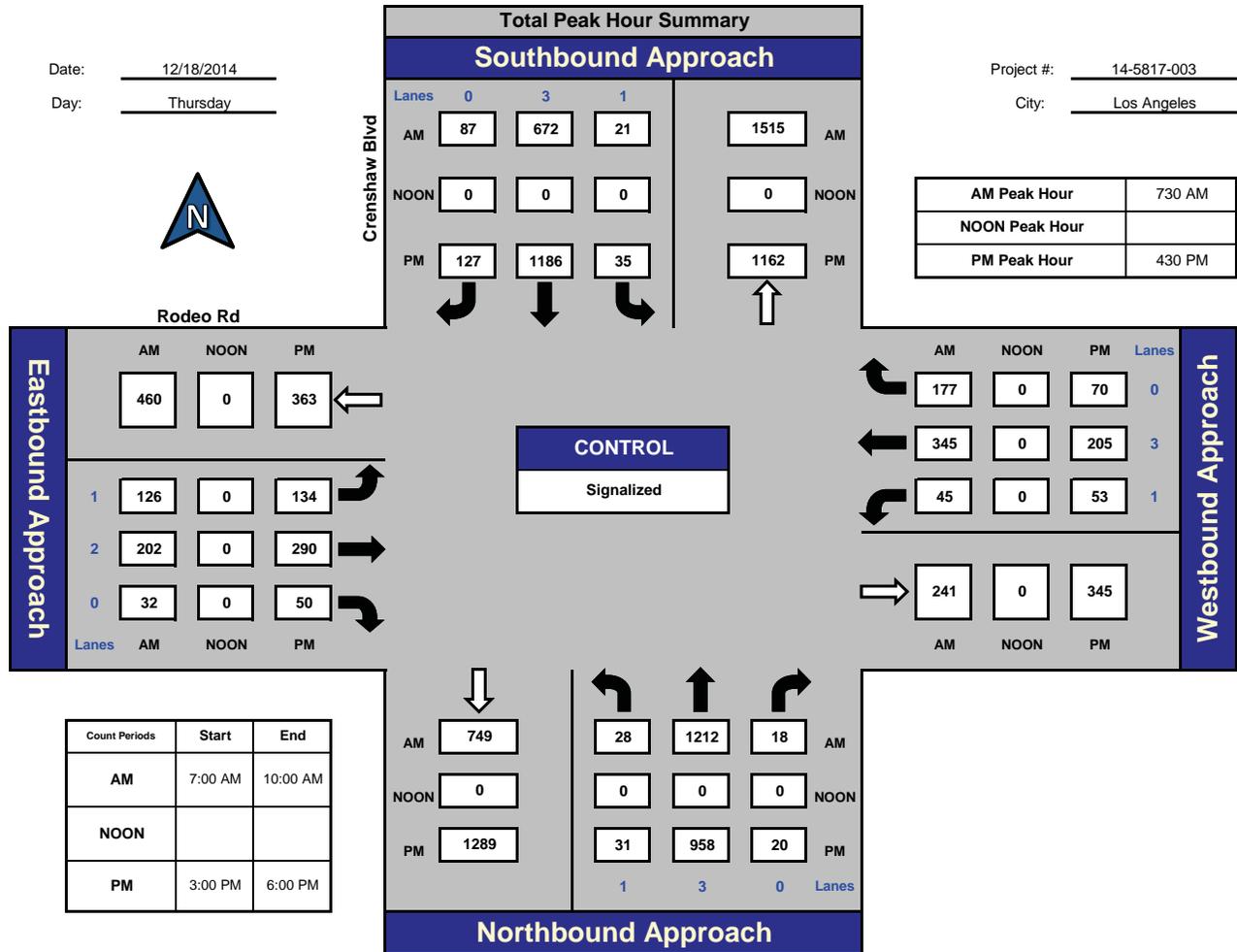
Prepared by:



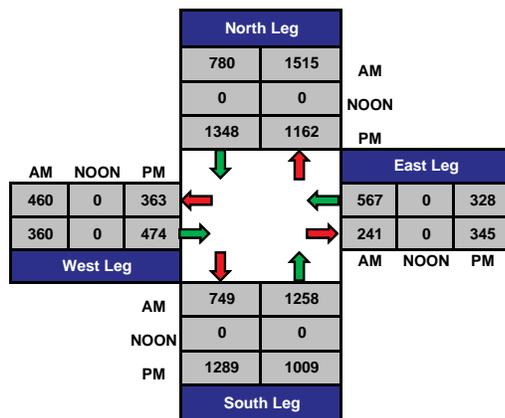
## Crenshaw Blvd and Rodeo Rd, Los Angeles

Date: 12/18/2014  
Day: Thursday

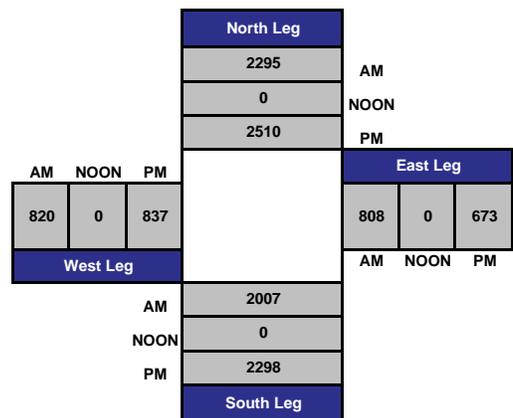
Project #: 14-5817-003  
City: Los Angeles



### Total Ins & Outs



### Total Volume Per Leg



# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 14-5817-003

Day: Thursday

City: Los Angeles

TOTALS

Date: 12/18/2014

		AM												
NS/EW Streets:		Crenshaw Blvd			Crenshaw Blvd			Rodeo Rd			Rodeo Rd			
		NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:		NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
		1	3	0	1	3	0	1	2	0	1	3	0	
7:00 AM		5	280	1	5	97	14	32	33	7	10	86	32	602
7:15 AM		5	299	3	5	139	7	28	39	4	9	98	50	686
7:30 AM		8	318	6	8	137	14	31	45	13	9	86	47	722
7:45 AM		7	305	5	4	174	26	38	48	9	10	81	42	749
8:00 AM		4	320	3	5	181	24	30	57	5	14	99	34	776
8:15 AM		9	269	4	4	180	23	27	52	5	12	79	54	718
8:30 AM		5	293	3	5	183	30	23	33	9	6	68	42	700
8:45 AM		4	219	11	7	154	21	30	62	13	13	75	39	648
9:00 AM		9	272	5	8	174	35	18	51	3	12	54	29	670
9:15 AM		7	183	2	11	160	24	26	38	7	8	64	29	559
9:30 AM		9	198	7	9	204	30	20	40	12	3	45	18	595
9:45 AM		16	192	7	5	189	26	31	44	11	11	51	18	601
<b>TOTAL VOLUMES :</b>		88	3148	57	76	1972	274	334	542	98	117	886	434	8026
<b>APPROACH %'s :</b>		2.67%	95.60%	1.73%	3.27%	84.93%	11.80%	34.29%	55.65%	10.06%	8.14%	61.66%	30.20%	
<b>PEAK HR START TIME :</b>		730 AM												
<b>PEAK HR VOL :</b>		28	1212	18	21	672	87	126	202	32	45	345	177	2965
<b>PEAK HR FACTOR :</b>		0.947		0.929			0.947			0.964			0.955	

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 14-5817-003

Day: Thursday

City: Los Angeles

TOTALS

Date: 12/18/2014

		PM												
NS/EW Streets:		Crenshaw Blvd			Crenshaw Blvd			Rodeo Rd			Rodeo Rd			
		NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:		NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
		1	3	0	1	3	0	1	2	0	1	3	0	
3:00 PM		9	238	6	14	261	19	29	49	17	6	41	11	700
3:15 PM		7	202	19	12	236	25	31	84	15	10	56	12	709
3:30 PM		11	242	9	8	262	18	38	66	25	10	49	22	760
3:45 PM		9	190	8	12	268	27	33	70	18	10	58	25	728
4:00 PM		14	247	3	11	268	33	29	64	22	15	39	17	762
4:15 PM		3	264	2	12	281	31	40	79	14	16	32	14	788
4:30 PM		11	252	8	6	310	29	29	49	12	7	50	15	778
4:45 PM		7	223	5	7	273	34	30	83	14	15	58	13	762
5:00 PM		9	266	3	13	308	27	29	78	11	12	47	15	818
5:15 PM		4	217	4	9	295	37	46	80	13	19	50	27	801
5:30 PM		11	212	7	15	287	32	33	59	11	12	50	14	743
5:45 PM		4	217	5	27	279	30	32	83	11	10	47	17	762
<b>TOTAL VOLUMES :</b>		99	2770	79	146	3328	342	399	844	183	142	577	202	9111
<b>APPROACH %'s :</b>		3.36%	93.96%	2.68%	3.83%	87.21%	8.96%	27.98%	59.19%	12.83%	15.42%	62.65%	21.93%	
<b>PEAK HR START TIME :</b>		430 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>		31	958	20	35	1186	127	134	290	50	53	205	70	3159
<b>PEAK HR FACTOR :</b>		0.907			0.968			0.853			0.854			0.965

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 14-5817-003

CARS

Day: Thursday

City: Los Angeles

Date: 12/18/2014

AM

NS/EW Streets:	Crenshaw Blvd			Crenshaw Blvd			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	0	1	2	0	1	3	0	
7:00 AM	5	280	1	5	97	14	32	33	7	10	86	32	602
7:15 AM	5	299	3	5	139	7	28	39	4	9	98	50	686
7:30 AM	8	318	6	8	137	14	31	45	13	9	86	47	722
7:45 AM	7	305	5	4	174	26	38	48	9	10	81	42	749
8:00 AM	4	320	3	5	181	24	30	57	5	14	99	34	776
8:15 AM	9	269	4	4	180	23	27	52	5	12	79	54	718
8:30 AM	5	293	3	5	183	30	23	33	9	6	68	42	700
8:45 AM	4	219	11	7	154	21	30	62	13	13	75	39	648
9:00 AM	9	272	5	8	174	35	18	51	3	12	54	29	670
9:15 AM	7	183	2	11	160	24	26	38	7	8	64	29	559
9:30 AM	9	198	7	9	204	30	20	40	12	3	45	18	595
9:45 AM	16	192	7	5	189	26	31	44	11	11	51	18	601
<b>TOTAL VOLUMES :</b>	88	3148	57	76	1972	274	334	542	98	117	886	434	8026
<b>APPROACH %'s :</b>	2.67%	95.60%	1.73%	3.27%	84.93%	11.80%	34.29%	55.65%	10.06%	8.14%	61.66%	30.20%	
<b>PEAK HR START TIME :</b>	730 AM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	28	1212	18	21	672	87	126	202	32	45	345	177	2965
<b>PEAK HR FACTOR :</b>	0.947			0.929			0.947			0.964			0.955

CONTROL : Signalized

# Intersection Turning Movement

Prepared by:

National Data & Surveying Services

Project ID: 14-5817-003

CARS

Day: Thursday

City: Los Angeles

Date: 12/18/2014

PM

NS/EW Streets:	Crenshaw Blvd			Crenshaw Blvd			Rodeo Rd			Rodeo Rd			TOTAL
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	1	3	0	1	3	0	1	2	0	1	3	0	
3:00 PM	9	238	6	14	261	19	29	49	17	6	41	11	700
3:15 PM	7	202	19	12	236	25	31	84	15	10	56	12	709
3:30 PM	11	242	9	8	262	18	38	66	25	10	49	22	760
3:45 PM	9	190	8	12	268	27	33	70	18	10	58	25	728
4:00 PM	14	247	3	11	268	33	29	64	22	15	39	17	762
4:15 PM	3	264	2	12	281	31	40	79	14	16	32	14	788
4:30 PM	11	252	8	6	310	29	29	49	12	7	50	15	778
4:45 PM	7	223	5	7	273	34	30	83	14	15	58	13	762
5:00 PM	9	266	3	13	308	27	29	78	11	12	47	15	818
5:15 PM	4	217	4	9	295	37	46	80	13	19	50	27	801
5:30 PM	11	212	7	15	287	32	33	59	11	12	50	14	743
5:45 PM	4	217	5	27	279	30	32	83	11	10	47	17	762
<b>TOTAL VOLUMES :</b>	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
<b>APPROACH %'s :</b>	99	2770	79	146	3328	342	399	844	183	142	577	202	9111
	3.36%	93.96%	2.68%	3.83%	87.21%	8.96%	27.98%	59.19%	12.83%	15.42%	62.65%	21.93%	
<b>PEAK HR START TIME :</b>	430 PM												<b>TOTAL</b>
<b>PEAK HR VOL :</b>	31	958	20	35	1186	127	134	290	50	53	205	70	3159
<b>PEAK HR FACTOR :</b>	0.907			0.968			0.853			0.854			0.965

CONTROL : Signalized

# ITM Peak Hour Summary

Prepared by:



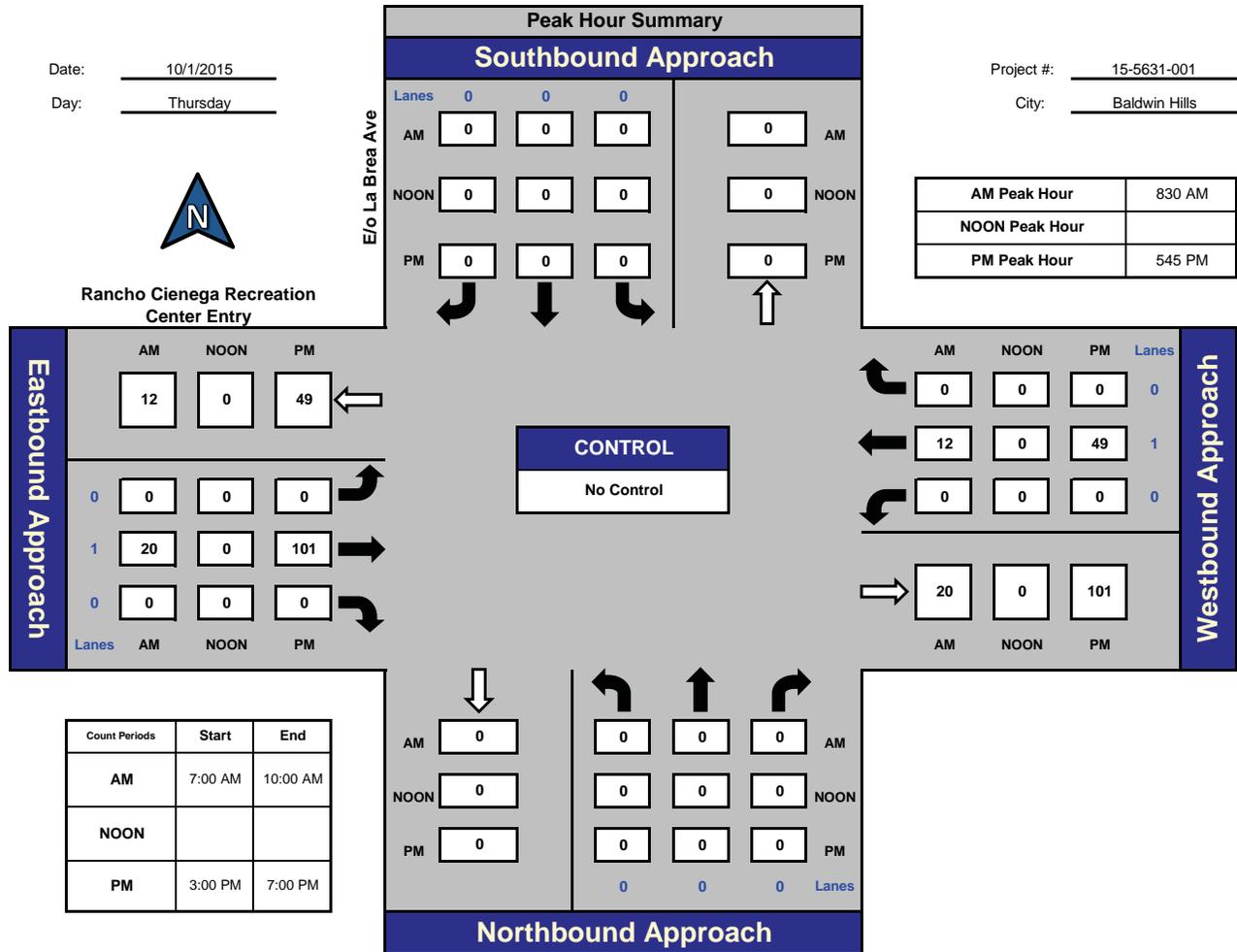
## E/o La Brea Ave and Rancho Cienega Recreation Center Entry, Baldwin Hills

Date: 10/1/2015

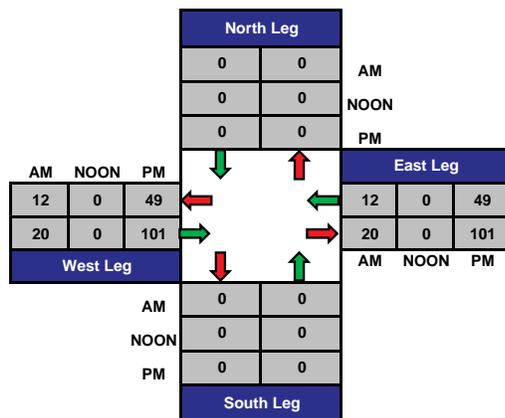
Day: Thursday

Project #: 15-5631-001

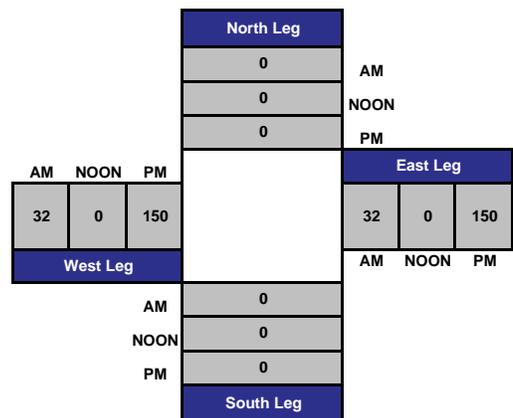
City: Baldwin Hills



### Total Ins & Outs



### Total Volume Per Leg



**APPENDIX B**  
**LADOT CMA LEVEL OF SERVICE WORKSHEETS**

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# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street: East-West Street:	La Brea Avenue I-10 WB Off-Ramp	Year of Count:		Ambient Growth: (%)		Conducted by:		Date:					
			2015	2019	1	AM	KOA Corp	CV	2/5/16	Rancho Clevega Rec. Ctr.				
Opposed Øing: N/S-1, E/W-2 or Both-3? Right Turns: FREE-1, NRTOR-2 or OLA-3? ATSAC-1 or ATSAC+ATCS-2? Override Capacity	No. of Phases		Projection Year:		Peak Hour:		Reviewed by:		Project:					
	2	0	2	0	NB--	0	SB--	0	EB--	0	WB--			
MOVEMENT	EXISTING CONDITION		EXISTING PLUS PROJECT		FUTURE CONDITION W/O PROJECT		FUTURE CONDITION W/ PROJECT		FUTURE W/ PROJECT W/ MITIGATION					
	Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume
<b>NORTHBOUND</b>														
Left	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Left-Through														
Through	1791	4	448	0	1791	448	34	1898	4	475	0	1898	4	475
Through-Right														
Right	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Left-Through-Right														
Left-Right														
<b>SOUTHBOUND</b>														
Left	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Left-Through														
Through	1596	3	532	6	1602	534	52	1713	3	571	6	1719	3	573
Through-Right														
Right	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Left-Through-Right														
Left-Right														
<b>EASTBOUND</b>														
Left	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Left-Through														
Through	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Through-Right														
Right	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Left-Through-Right														
Left-Right														
<b>WESTBOUND</b>														
Left	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Left-Through														
Through	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Through-Right														
Right	257	2	141	3	260	143	0	267	2	147	3	270	2	149
Left-Through-Right														
Left-Right														
<b>CRITICAL VOLUMES</b>														
			North-South: 532	North-South: 532	North-South: 534	North-South: 571	North-South: 571	North-South: 573	North-South: 573	North-South: 573	North-South: 573	North-South: 573	North-South: 573	North-South: 573
			East-West: 141	East-West: 143	East-West: 143	East-West: 147	East-West: 147	East-West: 149	East-West: 149	East-West: 149	East-West: 149	East-West: 149	East-West: 149	East-West: 149
			SUM: 673	SUM: 677	SUM: 677	SUM: 718	SUM: 718	SUM: 722	SUM: 722	SUM: 722	SUM: 722	SUM: 722	SUM: 722	SUM: 722
<b>VOLUME/CAPACITY (V/C) RATIO:</b>			0.449	0.451	0.451	0.479	0.479	0.481	0.481	0.481	0.481	0.481	0.481	0.481
<b>V/C LESS ATSAC/ATCS ADJUSTMENT:</b>			0.349	0.351	0.351	0.379	0.379	0.381	0.381	0.381	0.381	0.381	0.381	0.381
<b>LEVEL OF SERVICE (LOS):</b>			A	A	A	A	A	A	A	A	A	A	A	A

**REMARKS:**

Version: 11 Beta; 8/4/2011

**EXISTING + PROJECT IMPACT**

Change in v/c due to project: **0.002**  
Significant impacted? **NO**

**PROJECT IMPACT**

Change in v/c due to project: **0.002**  
Significant impacted? **NO**  
Fully mitigated? **N/A**

# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street: East-West Street:	La Brea Avenue I-10 WB Off-Ramp	Year of Count:		Ambient Growth: (%)		Conducted by:		Date:										
			2015	2019	PM	CV	KOA Corp	2/5/16	Project:	Rancho Cienega Rec. Ctr.									
Opposed Øing: N/S-1, E/W-2 or Both-3? Right Turns: FREE-1, NRTOR-2 or OLA-3? ATSAC-1 or ATSAC+ATCS-2? Override Capacity	No. of Phases		Peak Hour:		NB--		SB--		WB--										
	2	0	2	0	NB--	0	SB--	0	WB--	0									
MOVEMENT	EXISTING CONDITION		EXISTING PLUS PROJECT				FUTURE CONDITION W/O PROJECT				FUTURE CONDITION W/ PROJECT				FUTURE W/ PROJECT W/ MITIGATION				
	Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	
NORTHBOUND	Left Left-Through Through Through-Right Right Left-Through-Right Left-Right	0	0	0	3	342	64	1482	0	0	0	0	0	0	0	0	0	0	
SOUTHBOUND	Left Left-Through Through-Right Right Left-Through-Right Left-Right	1666	3	1667	1	556	64	1798	1	1799	3	600	0	1799	0	1799	3	600	
EASTBOUND	Left Left-Through Through Through-Right Right Left-Through-Right Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
WESTBOUND	Left Left-Through Through Through-Right Right Left-Through-Right Left-Right	652	2	653	1	359	0	678	1	679	2	373	0	679	0	679	2	373	
CRITICAL VOLUMES		North-South: East-West SUM:		555 359 914		556 359 915		North-South: East-West SUM:		599 373 972		North-South: East-West SUM:		600 373 973		North-South: East-West SUM:		600 373 973	
VOLUME/CAPACITY (V/C) RATIO: V/C LESS ATSAC/ATCS ADJUSTMENT: LEVEL OF SERVICE (LOS):		0.609 0.509 A		0.610 0.510 A		0.648 0.548 A		0.649 0.549 A		0.649 0.549 A		0.649 0.549 A		0.649 0.549 A		0.649 0.549 A		0.649 0.549 A	

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.001**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c due to project: **0.001**  
Significant impacted? **NO**  
Fully mitigated? **NO**

0.001  
N/A



# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street: East-West Street:	La Brea Avenue I-10 EB Off-Ramp	Year of Count:		Ambient Growth: (%)		Conducted by:		Date:		
			2015	2019	PM	CV	KOA Corp	2/5/16	Project:	Reviewed by:	
2	Opposed Øing: N/S-1, E/W-2 or Both-3? Right Turns: FREE-1, NRTOR-2 or OLA-3? ATSAC-1 or ATSAC+ATCS-2? Override Capacity	2 0 0 0 2 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	0 0 0 0 0 0	
											2
MOVEMENT		EXISTING CONDITION		EXISTING PLUS PROJECT		FUTURE CONDITION W/O PROJECT		FUTURE CONDITION W/ PROJECT		FUTURE W/ PROJECT W/ MITIGATION	
		No. of Lanes	Lane Volume	Project Traffic	Total Volume	No. of Lanes	Total Volume	Added Volume	Total Volume	Added Volume	Total Volume
		Volume									
NORTHBOUND	Left Left-Through Through Through-Right Right Left-Through-Right Left-Right	0 3 0 0 0 0 0	0 476 1428 0 0 0 0	0 8 0 0 0 0 0	0 1436 1645 0 0 0 0	0 3 0 0 0 0 0	0 1653 1902 0 0 0 0	0 8 0 0 0 0 0	0 1653 1903 0 0 0 0	0 0 0 0 0 0 0	0 0 1653 0 0 0 0
SOUTHBOUND	Left Left-Through Through-Right Right Left-Through-Right Left-Right	0 4 0 0 0 0 0	0 442 1766 0 0 0 0	0 1 0 0 0 0 0	0 1767 1902 0 0 0 0	0 4 0 0 0 0 0	0 476 1903 0 0 0 0	0 64 0 0 0 0 0	0 1903 1903 0 0 0 0	0 0 0 0 0 0 0	0 0 1903 0 0 0 0
EASTBOUND	Left Left-Through Through-Right Right Left-Through-Right Left-Right	0 0 0 2 0 0 0	0 0 0 125 0 0 0	0 0 1 0 0 0 0	0 0 228 0 0 0 0	0 0 0 2 0 0 0	0 0 332 183 0 0 0	0 0 0 96 0 0 0	0 0 0 333 0 0 0	0 0 0 1 0 0 0	0 0 0 333 0 0 0
WESTBOUND	Left Left-Through Through-Right Right Left-Through-Right Left-Right	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0	0 0 0 0 0 0 0
CRITICAL VOLUMES		North-South: East-West: SUM:	476 125 601	North-South: East-West: SUM:	479 125 604	North-South: East-West: SUM:	548 183 731	North-South: East-West: SUM:	551 183 734	North-South: East-West: SUM:	551 183 734
VOLUME/CAPACITY (V/C) RATIO:		0.401 0.301 A	0.403 0.303 A	0.487 0.387 A	0.489 0.389 A	0.489 0.389 A	0.489 0.389 A	0.489 0.389 A	0.489 0.389 A	0.489 0.389 A	0.489 0.389 A
LEVEL OF SERVICE (LOS):		A	A	A	A	A	A	A	A	A	A

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.002**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c after mitigation: **0.002**  
Significant impacted? **NO**  
Fully mitigated? **N/A**

# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:	La Brea Avenue	Year of Count:		Ambient Growth: (%)		Conducted by:		Date:						
			2015	2019	1	AMI	KOA Corp	CV		2/5/16					
3	East-West Street:	Jefferson Boulevard	Projection Year:		Peak Hour:		Reviewed by:		Project:						
			4	4	4	4	NB--	0	NB--	0	0	4			
			0	0	0	0	SB--	0	0	0	0	0			
			0	0	0	0	EB--	3	0	0	0	0			
			0	0	0	0	WB--	0	3	0	0	0			
			2	2	2	2						2			
			0	0	0	0						0			
EXISTING PLUS PROJECT										EXISTING CONDITION W/ PROJECT			FUTURE W/ PROJECT W/ MITIGATION		
MOVEMENT	EXISTING CONDITION		EXISTING PLUS PROJECT		EXISTING CONDITION W/ PROJECT		FUTURE W/ PROJECT W/ MITIGATION		FUTURE W/ PROJECT W/ MITIGATION		FUTURE W/ PROJECT W/ MITIGATION		FUTURE W/ PROJECT W/ MITIGATION		
	Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	Lane Volume	Added Volume	Total Volume	Lane Volume	Added Volume	Total Volume	
<b>NORTHBOUND</b>															
Left	313	1	313	0	313	313	0	326	1	326	326	0	326	1	
Left-Through															
Through	2042	2	723	1	2043	723	85	2210	2	2211	781	1	2211	2	
Through-Right															
Right	126	0	126	0	126	126	0	131	0	131	131	0	131	0	
Left-Through-Right															
Left-Right		0							0					0	
<b>SOUTHBOUND</b>															
Left	47	1	47	6	53	53	0	49	1	55	55	6	55	1	
Left-Through															
Through	1234	2	451	1	1235	451	130	1414	2	1415	513	1	1415	2	
Through-Right															
Right	119	0	119	0	119	119	0	124	0	124	124	0	124	0	
Left-Through-Right															
Left-Right		0							0					0	
<b>EASTBOUND</b>															
Left	62	1	62	0	62	62	0	65	1	65	65	0	65	1	
Left-Through															
Through	415	2	208	0	415	208	108	540	2	540	270	0	540	2	
Through-Right															
Right	300	1	0	0	300	0	0	312	1	312	0	0	312	1	
Left-Through-Right															
Left-Right		0							0					0	
<b>WESTBOUND</b>															
Left	413	1	413	0	413	413	0	430	1	430	430	0	430	1	
Left-Through															
Through	1154	1	611	0	1154	611	81	1282	1	1282	677	0	1282	1	
Through-Right															
Right	68	0	68	0	68	68	0	71	0	71	71	0	71	0	
Left-Through-Right															
Left-Right		0							0					0	
<b>CRITICAL VOLUMES</b>															
		North-South:	770	North-South:	770	776	North-South:	839	North-South:	839	839	North-South:	839	North-South:	839
		East-West:	673	East-West:	673	673	East-West:	742	East-West:	742	742	East-West:	742	East-West:	742
		SUM:	1443	SUM:	1449	1449	SUM:	1581	SUM:	1581	1581	SUM:	1581	SUM:	1581
<b>VOLUME/CAPACITY (V/C) RATIO:</b>			1.049		1.054	1.054		1.150		1.150	1.150		1.150		
<b>W/C LESS ATSAC/ATCS ADJUSTMENT:</b>			0.949		0.954	0.954		1.050		1.050	1.050		1.050		
<b>LEVEL OF SERVICE (LOS):</b>			E		E	E		F		F	F		F		

REMARKS:

Version: 11 Beta; 8/4/2011

**EXISTING + PROJECT IMPACT**

Change in v/c due to project: **0.005**  
Significant impacted? **NO**

**PROJECT IMPACT**

Change in v/c due to project: **0.000**  
Significant impacted? **NO**  
Fully mitigated? **F**

Δv/c after mitigation: **0.000**  
Fully mitigated? **N/A**



# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:	La Brea Avenue	Year of Count:		Ambient Growth: (%)		Conducted by:		Date:							
			2015	2019	2015	2019	KOA Corp	CV		2/5/16						
4	East-West Street:	Rodeo Road	Projection Year:		Peak Hour:		Reviewed by:		Project:							
			5	5	1	AM	NB-- 0 SB-- 0 EB-- 0 WB-- 0		Rancho Cienega Rec. Ctr.							
	Opposed Øing: N/S-1, E/W-2 or Both-3?		0	0			NB-- 0 SB-- 0 EB-- 0 WB-- 0									
	Right Turns: FREE-1, NRTOR-2 or OLA-3?		3	3			NB-- 0 SB-- 0 EB-- 0 WB-- 0									
	ATSAC-1 or ATSAC+ATCS-2?		3	3			NB-- 0 SB-- 0 EB-- 0 WB-- 0									
	Override Capacity		2	2			NB-- 0 SB-- 0 EB-- 0 WB-- 0									
			0	0			NB-- 0 SB-- 0 EB-- 0 WB-- 0									
MOVEMENT		EXISTING CONDITION			EXISTING PLUS PROJECT			FUTURE CONDITION W/O PROJECT			FUTURE CONDITION W/ PROJECT			FUTURE W/ PROJECT W/ MITIGATION		
		Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	
NORTHBOUND	Left	169	1	169	0	169	169	0	176	1	176	0	176	1	176	
	Left-Through		0							0				0		
	Through	1827	2	616	2	1829	616	2	1903	2	641	2	1903	2	641	
	Through-Right		1							1				1		
	Right	20	0	20	0	20	20	0	21	0	21	0	21	0	21	
Left-Through-Right		0	0						0	0			0	0		
Left-Right		0	0						0	0			0	0		
SOUTHBOUND	Left	245	1	245	1	246	246	130	385	1	386	1	386	1	386	
	Left-Through		0							0				0		
	Through	1360	3	453	0	1360	453	0	1415	3	472	0	1415	2	708	
	Through-Right		0							0				0		
	Right	250	1	64	0	250	62	0	260	1	64	0	260	1	64	
Left-Through-Right		0	0						0	0			0	0		
Left-Right		0	0						0	0			0	0		
EASTBOUND	Left	186	1	186	2	188	188	0	194	1	194	2	196	1	196	
	Left-Through		0							0				0		
	Through	452	2	171	0	452	171	104	574	2	213	0	574	2	213	
	Through-Right		1							1				1		
	Right	62	0	62	0	62	62	0	65	0	65	0	65	0	65	
Left-Through-Right		0	0						0	0			0	0		
Left-Right		0	0						0	0			0	0		
WESTBOUND	Left	145	1	145	0	145	145	0	151	1	151	0	151	1	151	
	Left-Through		0							0				0		
	Through	1256	2	628	0	1256	628	68	1375	2	688	0	1375	2	688	
	Through-Right		0							0				0		
	Right	436	1	191	20	456	210	85	539	1	154	20	559	1	173	
Left-Through-Right		0	0						0	0			0	0		
Left-Right		0	0						0	0			0	0		
CRITICAL VOLUMES		North-South: 861 East-West: 814 SUM: 1675			North-South: 862 East-West: 816 SUM: 1678			North-South: 1026 East-West: 882 SUM: 1908			North-South: 1027 East-West: 884 SUM: 1911					
VOLUME/CAPACITY (V/C) RATIO:		1.218			1.220			1.388			1.390					
V/C LESS ATSAC/ATCS ADJUSTMENT:		1.118			1.120			1.288			1.290					
LEVEL OF SERVICE (LOS):		F			F			F			F					

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.002**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c due to project: **0.002**  
Significant impacted? **NO**  
Fully mitigated? **F**

# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:	La Brea Avenue	Year of Count:		Ambient Growth: (%)		Conducted by:		Date:								
			2015	2019	1	PM	KOA Corp	CV		2/5/16							
4	East-West Street:	Rodeo Road	Projection Year:		Peak Hour:		Reviewed by:		Project:								
			5	0	5	0	NB--	0	NB--	0							
			3	3	0	3	SB--	0	SB--	0							
			3	3	0	3	WB--	0	WB--	0							
			2	2	0	2				0							
			0	0	0	0				0							
No. of Phases																	
			0	0	5	0				5							
			3	3	0	3	NB--	0	NB--	0							
			3	3	0	3	SB--	0	SB--	0							
			2	2	0	2	WB--	0	WB--	0							
			0	0	0	0				0							
ATSAC-1 or ATSAC+ATCS-2? Override Capacity																	
			0	0	0	0				0							
EXISTING CONDITION																	
MOVEMENT	No. of Lanes		Lane Volume		Project Traffic		Total Volume		No. of Lanes		Lane Volume						
	Volume																
NORTHBOUND	Left	1	100	100	0	0	104	0	104	1	104	0	104				
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0				
	Through	2	1652	570	0	0	1719	0	1719	2	593	0	1719				
	Through-Right	1	59	59	0	0	61	0	61	1	61	0	61				
	Right	0	0	0	0	0	0	0	0	0	0	0	0				
SOUTHBOUND	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Left	1	291	292	1	1	463	160	463	1	464	0	464				
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0				
	Through	3	1896	632	0	0	1973	0	1973	3	658	0	1973				
EASTBOUND	Through-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Right	1	204	204	0	0	212	0	212	1	212	0	212				
	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Left	1	241	241	0	0	251	0	251	1	251	0	251				
WESTBOUND	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0				
	Through	2	1124	393	0	0	1298	128	1298	2	452	0	1298				
	Through-Right	1	55	55	0	0	57	0	57	1	57	0	57				
	Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0				
CRITICAL VOLUMES	Left	1	185	187	2	2	193	0	193	1	193	2	195				
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0				
	Through	2	533	533	0	0	682	127	682	2	341	0	682				
	Through-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Right	1	324	325	1	1	496	159	496	1	33	1	497				
SUMMARY	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0				
	North-South:	861	862	862	1056	1056	1056	1057	1057	1057	1057	1057	1091				
	East-West:	578	580	580	645	645	645	647	647	647	647	647	647				
	SUM:	1439	1442	1442	1701	1701	1701	1704	1704	1704	1704	1704	1738				
VOLUME/CAPACITY (V/C) RATIO:	1.047		1.049		1.237		1.137		1.239		1.139		1.264				
	0.947		0.949		1.137		1.137		1.139		1.139		1.164				
LEVEL OF SERVICE (LOS):										E		E		F		F	

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.002**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c due to project: **0.027**  
Significant impacted? **NO**  
Fully mitigated? **F**



# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:	MLK, Jr. Boulevard	Year of Count:		Ambient Growth: (%)		Conducted by:		Date:							
			2015	2019	1	PM	KOA Corp	CV		2/5/16						
5	East-West Street:	Rodeo Road	Projection Year:		Peak Hour:		Reviewed by:		Project:							
	No. of Phases	2	2	0	0	0	0	0	0							
	Opposed Øing: N/S-1, E/W-2 or Both-3?	0	0	0	0	0	0	0	0							
	Right Turns: FREE-1, NRTOR-2 or OLA-3?	0	0	0	0	0	0	0	0							
	ATSAC-1 or ATSAC+ATCS-2?	0	0	0	0	0	0	0	0							
	Override Capacity	0	0	0	0	0	0	0	0							
MOVEMENT		EXISTING CONDITION			EXISTING PLUS PROJECT			FUTURE CONDITION W/O PROJECT			FUTURE CONDITION W/ PROJECT			FUTURE W/ PROJECT W/ MITIGATION		
		Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	
NORTHBOUND	Left	727	3	254	0	727	254	287	1044	3	365	0	1044	3	365	
	Left-Through		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Right		77	0	77	0	77	0	80	0	0	0	80	0	0	
SOUTHBOUND	Left-Through-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Through		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	
EASTBOUND	Right		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Through-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Through		491	1	491	1	492	492	0	511	1	512	1	512	1	512
WESTBOUND	Through-Right		1097	1	349	0	1097	349	288	1430	1	422	0	1430	1	422
	Right		67	1	67	0	67	67	0	70	1	70	0	70	1	70
	Left-Through-Right		400	2	200	4	404	202	0	416	2	208	4	420	2	210
	Left-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Left-Through-Right		0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRITICAL VOLUMES			North-South: 254	East-West: 558	North-South: 254	East-West: 559	North-South: 254	East-West: 581	North-South: 365	East-West: 582	North-South: 365	East-West: 582	North-South: 365	East-West: 582	North-South: 365	East-West: 582
SUM:			812	812	813	813	946	946	946	946	947	947	947	947	947	947
VOLUME/CAPACITY (V/C) RATIO:			0.541	0.542	0.542	0.542	0.631	0.631	0.631	0.631	0.631	0.631	0.631	0.631	0.631	0.631
W/C LESS ATSAC/ATCS ADJUSTMENT:			0.441	0.442	0.442	0.531	0.531	0.531	0.531	0.531	0.531	0.531	0.531	0.531	0.531	0.531
LEVEL OF SERVICE (LOS):			A	A	A	A	A	A	A	A	A	A	A	A	A	A

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.001**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c due to project: **0.000**  
Significant impacted? **NO**

Δv/c after mitigation: **0.000**  
Fully mitigated? **N/A**

# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:		Farmdale Avenue		Year of Count:		Ambient Growth: (%)		Conducted by:		Date:				
	East-West Street:	Rodeo Road	2015	2019	Peak Hour:	AM	CV	2/5/16	Project: Rancho Cienega Rec. Ctr.						
No. of Phases		3		3		3		3		3		3			
Opposed Øing: N/S-1, E/W-2 or Both-3?		1		1		1		1		1		1			
Right Turns: FREE-1, NRTOR-2 or OLA-3?		0		0		0		0		0		0			
ATSAC-1 or ATSAC+ATCS-2?		0		0		0		0		0		0			
Override Capacity		2		2		2		2		2		2			
Override Capacity		0		0		0		0		0		0			
MOVEMENT		EXISTING CONDITION		EXISTING PLUS PROJECT		FUTURE CONDITION W/O PROJECT		FUTURE CONDITION W/ PROJECT		FUTURE W/ PROJECT W/ MITIGATION		FUTURE W/ PROJECT W/ MITIGATION			
		Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume
NORTHBOUND	Left	26	0	26	0	26	0	0	26	0	26	0	26	0	26
	Left-Through														
	Through	19	0	105	0	19	105	0	20	0	109	0	20	0	109
	Through-Right														
	Right	60	0	0	0	60	0	0	62	0	0	0	62	0	0
SOUTHBOUND	Left-Through-Right		1				1			1				1	
	Left-Right		0				0			0				0	
	Left	111	0	111	0	111	111	0	116	0	116	0	116	0	116
	Left-Through														
	Through	5	0	241	0	5	247	0	5	0	251	0	5	0	257
EASTBOUND	Through-Right														
	Right	125	0	0	6	131	0	0	130	0	0	6	136	0	0
	Left-Through-Right		1				1			1				1	
	Left-Right		0				0			0				0	
	Left	76	1	76	0	76	76	0	79	1	79	0	79	1	79
WESTBOUND	Left-Through														
	Through	281	1	143	1	282	143	1	292	1	148	1	293	1	149
	Through-Right														
	Right	4	0	4	0	4	4	0	4	0	4	0	4	0	4
	Left-Through-Right														
CRITICAL VOLUMES	Left-Right		0				0			0				0	
	Left	11	1	11	0	11	11	0	11	1	11	0	11	1	11
	Left-Through														
	Through	487	1	379	5	492	381	5	507	1	394	5	512	1	397
	Through-Right														
VOLUME/CAPACITY (V/C) RATIO:	Right	270	0	270	0	270	270	0	281	0	281	0	281	0	281
	Left-Through-Right														
	Left-Right														
	North-South:	346	352	360	366	366	366	366	366	366	366	366	366	366	366
	East-West:	455	457	473	476	476	476	476	476	476	476	476	476	476	476
LEVEL OF SERVICE (LOS):	SUM:	801	809	833	842	842	842	842	842	842	842	842	842	842	842
	0.562	0.568	0.585	0.591	0.591	0.591	0.591	0.591	0.591	0.591	0.591	0.591	0.591	0.591	0.591
V/C LESS ATSAC/ATCS ADJUSTMENT:		0.462	0.468	0.485	0.491	0.491	0.491	0.491	0.491	0.491	0.491	0.491	0.491	0.491	0.491
SUM:		A	A	A	A	A	A	A	A	A	A	A	A	A	A

**REMARKS:**

Version: 11 Beta; 8/4/2011

**EXISTING + PROJECT IMPACT**

Change in v/c due to project: **0.006**  
Significant impacted? **NO**

**PROJECT IMPACT**

Change in v/c due to project: **0.006**  
Significant impacted? **NO**  
Fully mitigated? **N/A**

# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:		Farmdale Avenue		Year of Count:		Ambient Growth: (%)		Conducted by:		Date:				
	East-West Street:	Rodeo Road	2015	2019	Peak Hour:	PM	2015	2019	KOA Corp	CV	2/5/16	Project: Rancho Cienega Rec. Ctr.			
No. of Phases		3		3		3		3		3		3			
Opposed Øing: N/S-1, E/W-2 or Both-3?		1		1		1		1		1		1			
Right Turns: FREE-1, NRTOR-2 or OLA-3?		0		0		0		0		0		0			
ATSAC-1 or ATSAC+ATCS-2?		0		0		0		0		0		0			
Override Capacity		2		2		2		2		2		2			
Override Capacity		0		0		0		0		0		0			
MOVEMENT		EXISTING CONDITION		EXISTING PLUS PROJECT		FUTURE CONDITION W/O PROJECT		FUTURE CONDITION W/ PROJECT		FUTURE W/ PROJECT W/ MITIGATION		FUTURE W/ PROJECT W/ MITIGATION			
		Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume
NORTHBOUND	Left	6	0	6	0	6	0	0	6	0	6	0	6	0	6
	Left-Through														
	Through	7	0	43	0	7	43	0	7	0	44	0	7	0	44
	Through-Right														
	Right	30	0	0	0	30	0	0	30	0	0	0	30	0	0
SOUTHBOUND	Left-Through-Right		1						31	1			31	1	
	Left-Right		0						0	0			0	0	
	Left	237	0	237	3	240	240	0	247	0	247	0	250	0	250
	Left-Through														
	Through-Right	27	0	493	0	27	498	0	28	0	513	0	28	0	518
EASTBOUND	Right	229	0	0	2	231	0	0	238	1	0	2	240	1	0
	Left-Through-Right		1						0	1			0	1	
	Left-Right		0						0	0			0	0	
	Left	111	1	111	0	111	111	0	116	1	116	0	116	1	116
	Left-Through														
WESTBOUND	Through	401	1	208	1	402	209	0	417	1	217	1	418	1	217
	Through-Right														
	Right	15	0	15	0	15	15	0	16	0	16	0	16	0	16
	Left-Through-Right														
	Left-Right														
CRITICAL VOLUMES	Left	5	1	5	0	5	5	0	5	1	5	0	5	1	5
	Left-Through														
	Through	230	1	181	1	231	181	0	239	1	188	1	240	1	188
	Through-Right														
	Right	131	0	131	0	131	131	0	136	0	136	0	136	0	136
VOLUME/CAPACITY (V/C) RATIO: W/C LESS ATSAC/ATCS ADJUSTMENT: LEVEL OF SERVICE (LOS):	Left-Through-Right														
	Left-Right														
	North-South:	536	541	541	557	557	562	0.604	562	562	562	0.608	562	562	562
	East-West:	292	292	292	304	304	304	0.508	304	304	304	0.508	304	304	304
	SUM:	828	833	833	861	861	866	0.508	866	866	866	0.508	866	866	866

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.004**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c due to project: **0.004**  
Significant impacted? **NO**  
Fully mitigated? **N/A**

# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:		Crenshaw Boulevard		Year of Count:		Ambient Growth: (%)		Conducted by:		Date:				
	East-West Street:	Rodeo Road	2015	2019	Peak Hour:	AM	2015	2019	KOA Corp	CV	2/5/16	Project:			
7	Opposed Øing: N/S-1, E/W-2 or Both-3?		2		2		2		NB-- 0 SB-- 0		NB-- 0 SB-- 0				
	Right Turns: FREE-1, NRTOR-2 or OLA-3?		0		0		0		EB-- 0 WB-- 0		EB-- 0 WB-- 0				
	ATSAC-1 or ATSAC+ATCS-2?		0		0		0		2		2				
	Override Capacity		0		0		0		0		0				
MOVEMENT	EXISTING CONDITION			EXISTING PLUS PROJECT			FUTURE CONDITION W/O PROJECT			FUTURE CONDITION W/ PROJECT			FUTURE W/ PROJECT W/ MITIGATION		
	Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	
NORTHBOUND	28	1	28	0	28	28	0	29	1	29	0	29	1	29	
	Left-Through	1	28	0	28	28	0	29	1	29	0	29	1	29	
	Left-Through	2	1224	0	1224	612	425	1699	2	850	0	1699	2	1699	
	Through-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Right	1	18	0	18	0	0	19	1	0	0	19	1	0	
	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
SOUTHBOUND	21	1	21	0	21	21	0	22	1	22	0	22	1	22	
	Left	1	21	0	21	21	0	22	1	22	0	22	1	22	
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right	2	679	0	679	340	650	1357	2	679	0	1357	2	679	
	Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Through-Right	1	88	2	90	26	0	92	1	28	2	94	1	28	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
EASTBOUND	127	1	127	1	128	128	0	132	1	133	1	133	1	133	
	Left	1	127	1	128	128	0	132	1	133	1	133	1	133	
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right	1	204	0	204	118	0	212	1	123	0	212	1	123	
	Right	1	32	0	32	32	0	33	0	33	0	33	0	33	
	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
WESTBOUND	46	1	46	0	46	46	0	48	1	48	0	48	1	48	
	Left	1	46	0	46	46	0	48	1	48	0	48	1	48	
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right	2	349	3	352	176	0	363	2	183	3	366	2	183	
	Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Through-Right	1	179	0	179	169	0	186	1	175	0	186	1	175	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
CRITICAL VOLUMES	North-South: 633		North-South: 633		North-South: 633		North-South: 872		North-South: 872		North-South: 872		North-South: 1721		
	East-West: 302		East-West: 304		East-West: 304		East-West: 314		East-West: 316		East-West: 316		East-West: 316		
	SUM: 935		SUM: 937		SUM: 937		SUM: 1186		SUM: 1188		SUM: 1188		SUM: 2037		
VOLUME/CAPACITY (V/C) RATIO:	0.623		0.625		0.625		0.791		0.792		0.792		1.358		
W/C LESS ATSAC/ATCS ADJUSTMENT:	0.523		0.525		0.525		0.691		0.692		0.692		1.258		
LEVEL OF SERVICE (LOS):	A		A		A		B		B		B		F		

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.002**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c due to project: **0.001**  
Significant impacted? **NO**  
Fully mitigated? **F**

# Level of Service Worksheet (Circular 212 Method)



I/S #:	North-South Street:		Crenshaw Boulevard		Year of Count:		Ambient Growth: (%)		Conducted by:		Date:				
	East-West Street:	Rodeo Road	2015	2019	PM	Peak Hour:	2015	2019	KOA Corp	CV	2/5/16	Rancho Clevega Rec. Ctr.			
7	Opposed Øing: N/S-1, E/W-2 or Both-3?		2	0	2	0	0	0	0	0	0	2			
	Right Turns: FREE-1, NRTOR-2 or OLA-3?		0	0	0	0	0	0	0	0	0	0			
	ATSAC-1 or ATSAC+ATCS-2?		0	0	0	0	0	0	0	0	0	0			
	Override Capacity		2	0	2	0	2	0	0	0	0	0			
MOVEMENT	EXISTING CONDITION			EXISTING PLUS PROJECT			FUTURE CONDITION W/O PROJECT			FUTURE CONDITION W/ PROJECT			FUTURE W/ PROJECT W/ MITIGATION		
	Volume	No. of Lanes	Lane Volume	Project Traffic	Total Volume	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	Added Volume	Total Volume	No. of Lanes	Lane Volume	
NORTHBOUND	31	1	31	0	31	31	0	32	1	32	0	32	1	32	
	Left-Through	1	31	0	31	31	0	32	1	32	0	32	1	32	
	Left-Through	2	484	0	968	484	798	1805	2	903	0	1805	2	1805	
	Through-Right	0	0	0	0	0	0	21	1	0	0	21	1	0	
	Right	1	0	0	0	0	0	21	1	0	0	21	1	0	
	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
SOUTHBOUND	35	1	35	0	35	35	0	36	1	36	0	36	1	36	
	Left	1	35	0	35	35	0	36	1	36	0	36	1	36	
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right	2	599	8	1206	603	803	2050	2	1025	8	2058	2	1029	
	Right	1	61	1	129	61	0	133	1	63	1	134	1	64	
	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
EASTBOUND	135	1	135	1	136	136	0	140	1	140	1	141	1	141	
	Left	1	135	1	136	136	0	140	1	140	1	141	1	141	
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right	1	172	3	296	174	0	305	1	179	3	308	1	181	
	Right	1	51	0	51	51	0	53	0	53	0	53	0	53	
	Left-Through-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
WESTBOUND	54	1	54	0	54	54	0	56	1	56	0	56	1	56	
	Left	1	54	0	54	54	0	56	1	56	0	56	1	56	
	Left-Through	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Through-Right	2	104	0	207	104	0	215	2	108	0	215	2	108	
	Right	0	0	0	0	0	0	74	0	56	0	74	1	56	
	Left-Through-Right	1	54	0	71	54	0	74	1	56	0	74	1	56	
	Left-Right	0	0	0	0	0	0	0	0	0	0	0	0	0	
CRITICAL VOLUMES	North-South: 630 East-West: 239 SUM: 869	North-South: 1057 East-West: 248 SUM: 1305	North-South: 634 East-West: 240 SUM: 874	North-South: 1061 East-West: 249 SUM: 1310	North-South: 1841 East-West: 249 SUM: 2090	North-South: 1841 East-West: 249 SUM: 2090	North-South: 1061 East-West: 249 SUM: 1310	North-South: 1057 East-West: 248 SUM: 1305	North-South: 1061 East-West: 249 SUM: 1310	North-South: 1841 East-West: 249 SUM: 2090	North-South: 1061 East-West: 249 SUM: 1310	North-South: 1057 East-West: 248 SUM: 1305	North-South: 1061 East-West: 249 SUM: 1310	North-South: 1841 East-West: 249 SUM: 2090	North-South: 1841 East-West: 249 SUM: 2090
VOLUME/CAPACITY (V/C) RATIO:	0.579	0.870	0.583	0.873	1.393	1.393	0.873	0.870	0.873	1.393	1.393	0.870	0.873	1.393	1.393
W/C LESS ATSAC/ATCS ADJUSTMENT:	0.479	0.770	0.483	0.773	1.293	1.293	0.483	0.770	0.773	1.293	1.293	0.770	0.773	1.293	1.293
LEVEL OF SERVICE (LOS):	A	C	A	C	F	F	A	C	C	F	F	C	C	F	F

REMARKS:

Version: 11 Beta; 8/4/2011

EXISTING + PROJECT IMPACT

Change in v/c due to project: **0.004**  
Significant impacted? **NO**

PROJECT IMPACT

Change in v/c due to project: **0.003**  
Significant impacted? **NO**  
Fully mitigated? **NO**

**APPENDIX C**  
**DRIVEWAY TRAFFIC IMPACT WORKSHEETS**

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### HCM 2010 TWSC 3: Rodeo Road & West Driveway

2/2/2016

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Traffic Vol, veh/h	0	705	2007	20	0	12
Future Vol, veh/h	0	705	2007	20	0	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	766	2182	22	0	13
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	2203	0	-	0	2499	1102
Stage 1	-	-	-	-	2192	-
Stage 2	-	-	-	-	307	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	99	-	-	-	50	177
Stage 1	-	-	-	-	43	-
Stage 2	-	-	-	-	660	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	99	-	-	-	50	177
Mov Cap-2 Maneuver	-	-	-	-	39	-
Stage 1	-	-	-	-	43	-
Stage 2	-	-	-	-	660	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		27	
HCM LOS					D	
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	99	-	-	-	177	
HCM Lane V/C Ratio	-	-	-	-	0.074	
HCM Control Delay (s)	0	-	-	-	27	
HCM Lane LOS	A	-	-	-	D	
HCM 95th %tile Q(veh)	0	-	-	-	0.2	

### HCM 2010 TWSC 3: Rodeo Road & West Driveway

2/2/2016

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Traffic Vol, veh/h	0	1588	1127	101	0	49
Future Vol, veh/h	0	1588	1127	101	0	49
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1726	1225	110	0	53
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1335	0	-	0	1970	667
Stage 1	-	-	-	-	1280	-
Stage 2	-	-	-	-	690	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	269	-	-	-	97	344
Stage 1	-	-	-	-	163	-
Stage 2	-	-	-	-	418	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	269	-	-	-	97	344
Mov Cap-2 Maneuver	-	-	-	-	139	-
Stage 1	-	-	-	-	163	-
Stage 2	-	-	-	-	418	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		17.4	
HCM LOS					C	
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	269	-	-	-	344	
HCM Lane V/C Ratio	-	-	-	-	0.155	
HCM Control Delay (s)	0	-	-	-	17.4	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.5	

### HCM 2010 TWSC 3: Rodeo Road & West Driveway

2/2/2016

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Traffic Vol, veh/h	0	967	2241	20	0	12
Future Vol, veh/h	0	967	2241	20	0	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1051	2436	22	0	13
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	2458	0	-	0	2867	1229
Stage 1	-	-	-	-	2447	-
Stage 2	-	-	-	-	420	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	73	-	-	-	31	146
Stage 1	-	-	-	-	29	-
Stage 2	-	-	-	-	577	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	73	-	-	-	31	146
Mov Cap-2 Maneuver	-	-	-	-	26	-
Stage 1	-	-	-	-	29	-
Stage 2	-	-	-	-	577	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		32.1	
HCM LOS					D	
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	73	-	-	-	146	
HCM Lane V/C Ratio	-	-	-	-	0.089	
HCM Control Delay (s)	0	-	-	-	32.1	
HCM Lane LOS	A	-	-	-	D	
HCM 95th %tile Q(veh)	0	-	-	-	0.3	

### HCM 2010 TWSC 3: Rodeo Road & West Driveway

2/2/2016

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Traffic Vol, veh/h	0	1941	1460	101	0	49
Future Vol, veh/h	0	1941	1460	101	0	49
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	2110	1587	110	0	53
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1697	0	-	0	2486	848
Stage 1	-	-	-	-	1642	-
Stage 2	-	-	-	-	844	-
Critical Hdwy	5.34	-	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	-	-	3.82	3.92
Pot Cap-1 Maneuver	178	-	-	-	51	262
Stage 1	-	-	-	-	96	-
Stage 2	-	-	-	-	346	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	178	-	-	-	51	262
Mov Cap-2 Maneuver	-	-	-	-	82	-
Stage 1	-	-	-	-	96	-
Stage 2	-	-	-	-	346	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		22.2	
HCM LOS					C	
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	178	-	-	-	262	
HCM Lane V/C Ratio	-	-	-	-	0.203	
HCM Control Delay (s)	0	-	-	-	22.2	
HCM Lane LOS	A	-	-	-	C	
HCM 95th %tile Q(veh)	0	-	-	-	0.7	





*Department of  
Recreation and Parks*



*City of Los Angeles*



*Bureau of Engineering  
Environmental  
Management Group*

**MITIGATION MONITORING PROGRAM**

**FOR**

**RANCHO CIENEGA SPORTS COMPLEX**

**SCH No. 2016031012**

**W.O. E1907694**

**PREPARED BY CITY OF LOS ANGELES BUREAU OF ENGINEERING**

**MAY 2016**

Mitigation Monitoring Program:

The California Environmental Quality Act (CEQA) requires public agencies to adopt a reporting or monitoring program for the changes to the project that have been adopted to mitigate or avoid significant effects on the environment (Public Resources Code Section 21081.6). The program must be adopted by the public agency at the time findings are made regarding the project. The State CEQA Guidelines allow public agencies to choose whether its program will monitor mitigation, report on mitigation, or both (14 CCR Section 15097(c)). This mitigation monitoring program contains the elements required by CEQA for the Rancho Cienega Sports Complex Project.

## **A. Location**

The project site is located at 5001 Rodeo Road in the West Adams-Baldwin Hills-Leimert Community of the City of Los Angeles. The project site is bounded by the Los Angeles County Metropolitan Transportation Authority (Metro) Expo Line light rail transit system to the north (along Exposition Boulevard), Dorsey High School to the east, residential land uses to the south across Rodeo Road, and commercial uses to the west. Regional access to the project area is provided via Interstate 10 and Interstate 405. The area surrounding the project site is fully developed and highly urbanized, and characterized by single and multiple family residences, industrial uses, commercial uses, and public facilities.

## **B. Purpose**

The overall purpose for the proposed project is to construct a community sports complex to better meet the community's recreational needs. The existing sports complex is insufficient to handle the current park programs due to its size and infrastructure. The gymnasium's aging infrastructure has become a maintenance concern. Additionally, the existing indoor pool (Celes King III Pool) no longer meets the standards for competition pools. The need for a fitness annex and multipurpose room has been made evident by the community's use of the existing childcare facility to accommodate those functions.

The objectives of the proposed project are:

- To provide a sports complex that includes a variety of recreational amenities that meet the needs of the surrounding community, as well as the energy conservation and sustainable design goals of the City.
- To provide modernized and improved facilities at the sports complex to better meet the park programs.
- To upgrade the aging infrastructure of the existing park in order to improve operational and maintenance functions.

## **C. Description**

The proposed project would be implemented in two phases. The components proposed to be implemented in each phase are described below. The proposed project would be designed and constructed to meet LEED Silver designation.

### **Phase 1**

Phase 1 would include demolition of existing facilities, hazardous materials abatement, grading, pile installation, foundation construction, utility installations, building construction, parking lot grading, and landscape and site improvements. Phase 1 activities would occur in the south central portion of the project site and include the

following:

- **Indoor Gymnasium:** Demolition of the existing gymnasium and construction of a new, approximately 24,000-square-foot indoor gymnasium east of the Jackie Robinson Stadium and north of the primary parking lot. The proposed indoor gymnasium would include office space, a running path, and a lookout deck on the mezzanine level, and a second floor walkway that would connect the proposed indoor gymnasium to the proposed indoor pool.
- **Indoor Pool and Multiuse Building:** Demolition of the existing restroom facilities and construction of a new, approximately 25,000-square-foot indoor pool and bathhouse facility in the central portion of the property adjacent to the existing childcare center and north of the proposed primary parking area. The new indoor pool facility would include a bathhouse, restrooms, lockers, and changing rooms on the ground floor, and a community room, fitness annex, and kitchen on the mezzanine level.
- **Tennis Shop/Overlook:** Demolition of the existing tennis shop located directly north of the Celes King III Pool, and construction of a new 1,900-square-foot tennis shop and restroom facility to the west of and adjacent to the existing tennis courts, and east of the existing childcare center. A new overlook would be constructed on the mezzanine level to provide a viewing area of the tennis courts.
- **Stadium Overlook/Concession Stand:** Construction of a new stadium overlook and concession stand east of and adjacent to the existing stadium. The facility would include a concession stand, restrooms, and a ticket office on the ground level, and a stadium overlook on the mezzanine level, totaling approximately 4,000 square feet.
- **Playground:** Demolition of the existing playground located between the existing childcare center and tennis courts, in order to accommodate the new tennis shop and restroom facility. A new playground would be constructed directly west of the proposed tennis shop.
- **Primary Parking Lot:** Grading of the existing parking lot located along Rodeo Road and driveway improvements.

## Phase 2

Phase 2 would include demolition of the concrete surrounding the existing RAP maintenance building, hazardous materials abatement, grading for the parking lot and other site improvements, utility adjustments and upgrades, renovation of the existing maintenance yard and various site improvements, and installation of landscaping and hardscaping. The majority of the Phase 2 activities would occur in the western and northwestern portion of the project site, with some landscaping, storm drainage, and security lighting installed in the eastern portion of the project site. The Phase 2 components include the following:

- **RAP Maintenance Yard and Refuse Collection Center:** Rehabilitation of the existing RAP maintenance building and relocation of the RAP maintenance yard adjacent to the northwest corner of the Jackie Robinson Stadium. A new maintenance yard and refuse collection center would be constructed adjacent to the rehabilitated RAP maintenance building.
- **Northwestern Driveway:** Construction of a new driveway at the northwestern boundary of the project site. The driveway would extend towards Exposition Boulevard that currently ends at the parking lot on the northwestern part of the property.
- **Controlled Driveway:** Construction of a new controlled driveway at the southwest corner of the project site near the Jackie Robinson Stadium. The driveway would allow only right-in/right-out access from Rodeo Road when additional parking is required for special events or community programs. Bollards would be located at the driveway to prohibit access during normal operations.
- **Off-street Parking:** Installation of off-street parking along the western boundary of the project site, adjacent to the Jackie Robinson Stadium. Additional off-street parking would be installed along the northwestern boundary of the project site, adjacent to the new driveway and Metro Expo Rail Line. With installation of off-street parking, the overall number of parking spaces available in the park would remain the same as existing conditions (411 spaces) but would be reconfigured to allow for landscaping and parking lot improvements.
- **Overflow Parking/Multipurpose Field:** Alteration of the existing parking lot in the northwestern portion of the project site to a new multipurpose field and overflow parking area. Based on scheduling, the overflow parking area could be used as a multipurpose field for sporting events or for overflow parking. When used for parking, an additional 88 spaces would be available to park patrons, for a total of 499 parking spaces in the overall park.
- **Community Garden:** Construction of a one-acre community garden in the northwestern portion of the project site, north of Jackie Robinson Stadium and adjacent to the proposed overflow parking/multipurpose field.

The analysis in this document assumes that, unless otherwise stated, the project will be designed, constructed and operated following all applicable laws, regulations, ordinances and formally adopted City standards including but not limited to:

*Los Angeles Municipal Code (Reference 21)*

*Bureau of Engineering Standard Plans (Reference 28)*

*Standard Specifications for Public Works Construction (Reference 27)*

*Work Area Traffic Control Handbook (Reference 2)*

*Additions and Amendments to the Standard Specifications for Public Works Construction (Reference 1)*

*Bureau of Engineering – Manual, Part M Construction (12-87) (Specifically M 100  
Utility Coordination – Utility Coordination Responsibilities – Responsibilities of the  
Designers (Project Engineer))*

DESIGN PHASE					
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
<p><b>GEOLOGY AND SOILS</b></p> <p>Impacts related to seismic-related ground failure and liquefaction during construction.</p>	<p>GEO-1: The proposed project grading and foundation plans and specifications shall implement the recommendations presented in the Geotechnical Engineering Report Rancho Cienega Sports Complex prepared by the Department of Public Works, Bureau of Engineering, Geotechnical Engineering Group. The proposed project plans and specifications shall also be reviewed by the Geotechnical Engineering Group to ensure proper implementation and application of the recommendations.</p>	<p>Project Engineer</p>	<p>Project Plans and Specifications</p>	<p>Project Manager</p>	<p>Project Plans and Specifications</p>

CONSTRUCTION PHASE					
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
<b>AIR QUALITY</b> Impacts to air quality during construction.	AQ-1: The construction contractor shall use off-road construction diesel engines that meet, at a minimum, the Tier 4 California Emissions Standards, unless such an engine is not available for a particular item of equipment. Tier 3 engines will be allowed on a case-by-case basis when the contractor has documented that no Tier 4 equipment or emissions equivalent retrofit equipment is available for a particular equipment type that must be used to complete construction. Documentation shall consist of signed written statements from at least two construction equipment rental firms. AQ-2: The construction contractor shall implement activity management (e.g. rescheduling activities to avoid overlap of construction phases, which would reduce short-term impacts) to the greatest extent possible.	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records
		Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records
<b>BIOLOGICAL RESOURCES</b>					
Disturbance of existing biological resources, flora, fauna, and/or habitat.	BIO-1: Exterior building improvements shall occur outside of the nesting season (February 15 through September 15). If avoidance of exterior construction work within this time period is not feasible, the following additional measures shall be employed:  1. A pre-construction nesting survey shall be conducted by a qualified biologist within 3 days prior to the start of construction activities to determine whether active nests are present within or directly adjacent to the construction zone. All nests found shall be recorded.	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records

CONSTRUCTION PHASE					
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
	<p>2. If construction activities must occur within 300 feet of an active nest of any passerine bird or within 500 feet of an active nest of any raptor, a qualified biologist shall monitor the nest on a weekly basis and the construction activity shall be postponed until the biologist determines that the nest is no longer active.</p> <p>If the recommended nest avoidance zone is not feasible, the qualified biologist shall determine whether an exception is possible and obtain concurrence from the appropriate resource agency before construction work can resume within the avoidance buffer zone. All work shall cease within the avoidance buffer zone until either agency concurrence is obtained or the biologist determines that the adults and young are no longer reliant on the nest site.</p>				

CONSTRUCTION PHASE					
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
<p><b>CULTURAL RESOURCES</b></p> <p>Potential to impact archaeological resources.</p>	<p>CULT-1: Archaeological monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full time. The archaeological monitor will have the authority to redirect construction equipment in the event potential archaeological resources are encountered. If archaeological resources are encountered, work in the vicinity of the discovery will halt until appropriate treatment or further investigation of the resource is determined by a qualified archaeologist in accordance with the provisions of CEQA Guidelines Section 15064.5. In addition, it is recommended that the construction personnel and staff receive training on possible archaeological resources that may be present in the area in order to establish an understanding of what to look for during ground-disturbing activities.</p> <p>If Native American cultural materials are encountered during project-related ground disturbance, a trained Native American consultant should be engaged to monitor ground-disturbing work in the area containing the Native American cultural resources. This monitoring would occur on an as needed basis and would be intended to ensure that Native American concerns are taken into account during the construction process.</p>	Project Engineer	Project Plans and Specifications	Project Manager	Final Monitoring Report Submitted to South Coast Information Center (SCCIC)
		Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records
<p>Potential to impact paleontological resources.</p>	<p>CULT-2: Excavations into undisturbed older Quaternary layers, which vary in depth within the project site, shall be monitored. Monitoring will consist of spot checking until native soils are observed, at which time monitoring will be conducted full-time. In the</p>	Project Engineer	Project Plans and Specifications	Project Manager	Final Monitoring Report Submitted to the Los Angeles County Natural History Museum

CONSTRUCTION PHASE					
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
Potential to impact human remains.	CULT-3: In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found during construction activities, the County Coroner shall be notified within 24 hours of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, s/he shall notify the Native American Heritage Commission (NAHC) in Sacramento within 24 hours. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.	Project Engineer  Construction Contractor	Project Plans and Specifications	Project Manager  Bureau of Contract Administration	Final Monitoring Report Submitted to South Coast Information Center (SCCIC)  Bureau of Contract Administration Records
<b>GEOLOGY AND SOILS</b>					
Impacts related to	GEO-2: All grading, excavation, and	Construction	Construction	Bureau of	Bureau of

CONSTRUCTION PHASE					
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
seismic-related ground failure and liquefaction during construction.	<p>construction of foundations should be performed under the observation and testing of the Geotechnical Engineer during the following stages:</p> <ul style="list-style-type: none"> <li>• Demolition;</li> <li>• Pile indicator program;</li> <li>• Pile loading testing;</li> <li>• Completion of site clearing;</li> <li>• Site and pool excavation;</li> <li>• Installation of shoring;</li> <li>• Production pile installation;</li> <li>• Subgrade preparation;</li> <li>• Fill placement;</li> <li>• Construction of structural mat foundations for accessory structures;</li> <li>• Excavation and backfilling of all utility trenching; and</li> <li>• When any unusual or unexpected geotechnical conditions are encountered.</li> </ul>	Contractor	Contract	Contract Administration	Contract Administration Records
<b>HAZARDS AND HAZARDOUS MATERIALS</b>					
Potential to disturb asbestos-containing material during construction.	HAZ-1: Prior to demolition of existing structures, a demolition-level asbestos survey shall be conducted at the project site to identify asbestos-containing materials (ACMs). If ACMs are detected, a licensed asbestos abatement contractor shall be retained to remove all ACMs and abate the buildings in compliance with the South Coast	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records

CONSTRUCTION PHASE						
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation	
Potential to disturb lead-based paint during construction	Air Quality Management District's Rule 1403, as well as all other state and federal rules and regulations.  HAZ-2: Prior to demolition of the existing structures, a lead-based paint (LBP) survey shall be conducted at the project site. The survey shall include the sampling of paint in various representative areas. The samples shall consist of paint chips physically removed from the walls and analyzed for lead. If LBP is detected, a licensed LBP abatement contractor shall be retained to remove all LBP and abate the buildings in compliance with all applicable local, state, and federal regulations.	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records	
<b>NOISE</b>						
Potential to increase noise levels in areas immediately adjacent to the construction site.	NOI-1: Construction equipment shall be properly maintained and equipped with mufflers.  NOI-2: The pile driver points of impact shall be equipped with a sound apron made of sound absorptive material or dampeners. As discussed in the <i>Federal Highway Administration Construction Noise Handbook</i> , sound aprons consist of sound absorptive mats hung from construction equipment or on frames attached to equipment.  NOI-3: Construction equipment shall have rubber tires instead of tracks.  NOI-4: Equipment shall be turned off when not in use for an excess of five minutes, except for equipment that requires idling to maintain performance.	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records	

CONSTRUCTION PHASE					
Impact	Mitigation Measure	Implementation Responsibility	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
	NOI-5: A public liaison shall be appointed for project construction will be responsible for addressing public concerns about construction activities, including excessive noise. As needed, the liaison shall determine the cause of the concern (e.g., starting too early, bad muffler) and implement measures to address the concern.	Project Manager	Public Outreach	Bureau of Contract Administration	Bureau of Contract Administration Records
	NOI-6: The construction manager shall coordinate with the site administrator for Dorsey High School to schedule construction activity such that student exposure to noise is minimized.	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records
	NOI-7: Pile driving activity shall be limited to between 9:00 a.m. and 3:00 p.m.	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records
	NOI-8: The public shall be notified in advance of the location and dates of construction hours and activities.	Project Manager	Public Outreach	Bureau of Contract Administration	Bureau of Contract Administration Records
	NOI-9: As mandated in the <i>Los Angeles Municipal Code Section 41.40</i> , construction activities shall be prohibited between the hours of 9:00 p.m. and 7:00 a.m. when located within 500 feet of occupied sleeping quarters or other land uses sensitive to increased nighttime noise levels.	Construction Contractor	Construction Contract	Bureau of Contract Administration	Bureau of Contract Administration Records



**EASTING TREE LEGEND**

Symbol	Description	Count	Proposed	To Remain	To Be Removed
Green Circle	Proposed Trees (178)	178	178	0	0
Purple Circle	(E) Trees to Remain (87)	87	0	87	0
Red Circle	(E) Tree to be Removed for Poor Health (28)	28	0	0	28
Orange Circle	(E) Tree to be Removed by New Parking and Road (34)	34	0	0	34
Yellow Circle	(E) Trees to be Removed by New Design (21)	21	0	0	21
Blue Circle	(E) Trees to be Removed by New Bldgs (15)	15	0	0	15
Green Circle	Total (E) Trees (178)	178	178	87	87
Green Circle	87 Trees More in New Design	87	87	0	0

# EXISTING TREE PLANTING PLAN

ATTACHMENT 4



**ZFREEDMAN**  
LANDSCAPE ARCHITECTURE

13233 WASHINGTON BLVD.  
SUITE 300 LA, CA 90065  
zfreed@zfreedmanlandscape.com

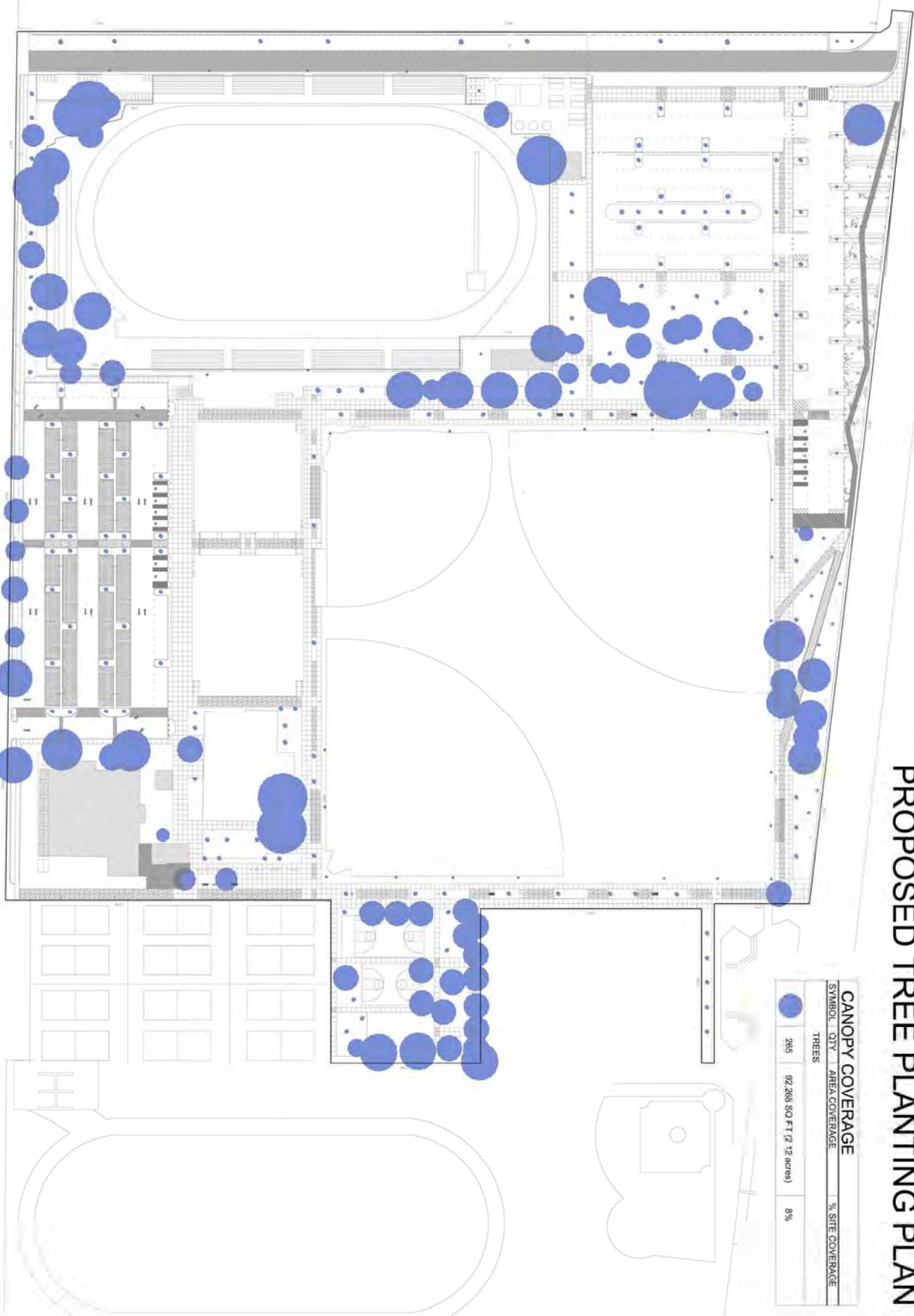
**RANCHO CIENEGA SPORTS COMPLEX**  
5001 HOLBROOK RD, LOS ANGELES, CA 90016

50% CONSTRUCTION DOCUMENTS  
CLIENT REVIEW SET

TREE ANALYSIS  
NOVEMBER 2015

# PROPOSED TREE PLANTING PLAN @ INSTALL

ATTACHMENT 4



**ZFREEDMAN**  
LANDSCAPE ARCHITECTURE

13233 WASHINGTON BLVD  
SUITE 300 LA CA 90066  
zfreed@zfreedmanlandscape.com

RANCHO CIENEGA SPORTS COMPLEX  
5007 HOLBROOK RD, LOS ANGELES, CA 90016

50% CONSTRUCTION DOCUMENTS  
CLIENT REVIEW SET

TREE ANALYSIS  
NOVEMBER 2016

# PROPOSED TREE PLANTING PLAN @ 5 YEARS

ATTACHMENT 4



**ZFREEDMAN**  
LANDSCAPE ARCHITECTURE

13233 WASHINGTON BLVD  
SUITE 300 LA CA 90065  
zfreed@zfreedmanlandscape.com

RANCHO CIENEGA SPORTS COMPLEX  
5001 HOLBROOK RD, LOS ANGELES, CA 90016

50% CONSTRUCTION DOCUMENTS  
CLIENT REVIEW SET

TREE ANALYSIS  
NOVEMBER 2015

# PROPOSED TREE PLANTING PLAN @ 10 YEARS

ATTACHMENT 4



CANOPY COVERAGE			
SYMBOL	QTY	AREA COVERAGE	% SITE COVERAGE
TREES	285	289,379 SQ FT (6.16 acres)	24%

**ZFREEDMAN**  
LANDSCAPE ARCHITECTURE

13023 WASHINGTON BLVD  
SUITE 300 LA, CA 90066  
zfreed@zfreedmanlandscape.com

RANCHO CIENEGA SPORTS COMPLEX  
5001 HOLBROOK RD, LOS ANGELES, CA 90016

50% CONSTRUCTION DOCUMENTS  
CLIENT REVIEW SET

TREE ANALYSIS  
NOVEMBER 2016



**BOARD REPORT**

NO. 16-251

DATE December 14, 2016

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: CENTRAL RECREATION CENTER POOL AND BATHHOUSE RENOVATION PROJECT (W.O. #E1907620) PROJECT — DIRECTIVE TO RELEASE LABOR WITHHOLD ON CONSTRUCTION CONTRACT NO. 3513 WITH ACON DEVELOPMENT, INC.

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

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

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

RECOMMENDATION

Direct the Department of Recreation and Parks' (RAP) Chief Accounting Employee to release Twenty-One Thousand Dollars (\$21,000.00) per the Directive from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for Construction Contract No. 3513, with Acon Development, Inc.

RELEASE OF CONTRACT PAYMENT

On April 20, 2016, the Board approved holding Four Hundred Forty-Three, Six Hundred Dollars (\$443,600.00) as assessed by the Directive from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for Construction Contract No. 3513. (Report No. 16-098).

The Department of Recreation and Parks (RAP) received from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance of a Directive to Partially Release the Withheld Contract Payment of Four Hundred, Twenty-Two Thousand, Six Hundred Dollars (\$422,600.00), dated April 20, 2016 leaving a balance of Twenty-One Thousand Dollars (\$21,000.00)(Report No. 16-121).

RAP is in receipt of a Request for Release of Labor Withhold on Funds dated November 7, 2016 from OCC (Attachment 1) to release the remaining balance withheld, Twenty-One Thousand Dollars (\$21, 000.00) for Contract No. 3513.

FISCAL IMPACT STATEMENT

Acceptance of the Directive to Release Contract Payment has no impact on RAP's General Fund.

BOARD REPORT

PG. 2

NO. 16-251

This Report was prepared by Iris Davis, Commission Executive Assistant I.

LIST OF ATTACHMENTS

- 1) Request to Release Labor Withhold on Funds

Date: October 13, 2016  
To: Armando X. Bencomo  
Commission Executive Asst. II  
Dept. of Recreation & Parks  
Mail Stop #625/15

From: Hannah Choi, Program Manager  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
By Leland Young  
Labor Compliance Analyst

*Hlc*

2016 OCT 18 AM 9:16  
BOARD OF RECREATION  
AND PARKS COMMISSIONER

Subject: **REQUEST TO RELEASE LABOR WITHHOLD ON FUNDS**

**CENTRAL RECREATION CENTER POOL & BATHHOUSE RENOVATION E1907620**

**Prime Contractor: ACON Development, Inc.**  
**Subcontractor: A.P.S. Electric, Inc.**  
**Subcontractor: Mectec, Inc.**

Please release the Labor withhold on the retention payment on the above listed project by **\$21,000.00**. This amount represents the settlement of restitution and penalties incurred by ACON Development, Inc. and two of its subcontractors for labor violations due to non-submittal of payrolls. The total Labor withholding on this project should now be **\$00.00**.

Listed below is the Summary of Withhold Requests on this project to date:

Date Withhold Requested	Date Release Requested	Contractor	Amount
3/17/16		A.P.S. Electric, Inc.	\$22,000.00
3/17/16		Mectec, Inc.	\$22,000.00
3/18/16		ACON Development, Inc.	\$399,600.00
	4/20/16	A.P.S. Electric, Inc.	(\$22,000.00)
	4/20/16	Mectec, Inc.	(\$22,000.00)
	4/20/16	ACON Development, Inc.	(\$378,600.00)
	10/13/16	ACON Development, Inc.	(\$21,000.00)
<b>Total Amount Withheld</b>			<b>\$00.00</b>

If you have any questions regarding this matter, please contact Leland Young at (213) 847-2663.

cc: ly/chrono/file

Frank Rinaldi, BCA Principal Construction Inspector

Willis Yip, BOE Architect/PM I  
Mail Stop #507

Iris Davis, RAP Commission Exec Asst I  
Mail Stop #625/15



**BOARD REPORT**

NO. 16-252

DATE: December 14, 2016

C.D. 2

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: PARTNERSHIP DIVISON – DONATION FROM NESTLE PURINA PET CARE COMPANY AND SECOND COUNCIL DISTRICT OFFICE IN SUPPORT OF WHITNALL OFF-LEASH DOG PARK

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

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

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

RECOMMENDATIONS

1. Accept a donation in the amount of Twenty Thousand Dollars (\$20,000.00) from Nestle Purina Pet Care Company (Purina) and Twenty Thousand Dollars (\$20,000.00) from Councilmember Paul Krekorian’s Office, Second Council District (CD-2), in support of Whitnall Off-Leash Dog Park, as noted in the Summary of this Report and that appropriate recognition be given to the donors;
2. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to deposit the Beneful funding in the amount of Twenty Thousand Dollars (\$20,000.00) into Account Number 89270K, Sub-Account Number WN, to be used for future dog park improvements in accordance with the terms and conditions of the Beneful Dream Dog Park Contest Donation Agreement, and to deposit CD-2 matching funds in the amount of Twenty Thousand Dollars (\$20,000.00) into Account Number 89270K, Sub-Account number WD, and authorize future staff expenditures for improvements and related matters benefiting Whitnall Off-Leash Dog Park and dog park patrons;
3. Approve the installation of recognition signage as described and illustrated in the Summary of this Report, in accordance with RAP Sponsorship Recognition Policy; and
4. Authorize the RAP’s Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

On August 18, 2016, the Partnership Division received correspondence from Cone Communications, a public relations and marketing agency representing Beneful - a Purina dog food product. Beneful invited RAP to participate in the Los Angeles Beneful Dream Dog Park Contest (Contest), which Beneful conducts annually in collaboration with Walmart. Purina would award the Contest winner Twenty Thousand Dollars (\$20,000.00) for dog park improvements.

## BOARD REPORT

PG. 2 NO. 16-252

Since 2010, Beneful's mission has been to support dog park construction and improvement projects across the nation, through contests in which consumers vote for their favorite dog park located within their respective city or community, with hope of winning the monetary donation for a dog park "makeover". This year's Contest voting was conducted electronically through social media outlets.

Beneful uses the following criteria to identify potential dog parks to be considered for their Beneful Dream Dog Park Contest:

1. Dog park projects must be to either improve an existing fenced-in, off-leash dog park or for new construction of an off-leash dog park already approved for construction by the overseeing municipality or other public agency.
2. Dog parks should be free and open to the public.
3. Dog parks may not be privately owned and/or operated on a for-profit basis.
4. Beneful's contribution to the project must enable the dog park operator to begin construction of a new park, or installation of improvements within approximately six months following the receipt of the donation.

Subsequent to Beneful's review of RAP's dog park webpages and confirmation that the selected RAP off-leash dog parks met the Contest selection criteria, Beneful chose four RAP dog parks for the Contest, out of the nine dog parks that RAP maintains: Arroyo Seco Dog Park at Hermon, Sepulveda Basin Dog Park, Silver Lake Dog Park, and Whitnall Dog Park. There were no other dog parks located within the County of Los Angeles that were chosen for Contest consideration, whether maintained by RAP or any other municipality.

Prior to committing to Contest participation, Partnership Division Staff discussed the Contest with RAP Management and the RAP Superintendent of Maintenance, considering Contest requirements and to determine what improvements could be feasible at each of the identified dog parks. Upon receipt of Management's approval to proceed with participation in the Contest, it was stipulated to Beneful that following determination of the contest winner and award of the corresponding donation, a community process would have to be performed in order to obtain input from the community on what improvements are needed and most appropriate for the particular dog park; but most particularly from the dog owners who frequent the dog park.

The Contest, which began September 15, 2016, ended November 1, 2016. The winning dog park was identified as Whitnall Off-Leash Dog Park (Whitnall), located at 5801-½ Whitnall Highway, North Hollywood, CA 91601. This announcement proved to be very exciting for the local community, as Whitnall's participation in the Contest was strongly and actively supported by CD-2, Senior Lead Officer John Catalano – North Hollywood Area of the Los Angeles Police Department, and local dog park patrons. Additionally, inspired by the enthusiasm associated with Whitnall Dog Park winning the Contest, CD-2 committed to matching the Beneful prize-donation of Twenty Thousand Dollars (\$20,000.00), allowing RAP to explore more possible improvements to the Whitnall Dog Park. As with the Beneful funding, the CD-2 donation is earmarked for expenditures related only to Whitnall Dog Park improvements.

## BOARD REPORT

PG. 3 NO. 16-252

A celebration event sponsored and hosted by Purina, took place on December 7, 2016 at Whitnall, with Purina announcing the Contest winner to the public and media. RAP collaborated in this event, which included CD-2 and the Mid-Town North Hollywood Neighborhood Council. Beneful provided RAP with a check in the amount of Twenty Thousand Dollars (\$20,000.00), which will be used to fund various improvement upgrades at Whitnall.

To convey RAP's appreciation for Purina's donation, and in accordance with Contest requirements, Staff recommends that the proposed recognition signage, attached to this Report as Attachment 1, be approved for installation when the selected improvements are performed. In accordance with the RAP Sponsorship Recognition Policy, which allows for the placement of sponsor recognition signage at sponsor-supported facilities, a 12" x 18" sign conveying RAP's appreciation and acknowledging the Donor's generosity was prepared, and is included here for the Board's consideration. Following the completion of the designated improvements, the sign will be displayed on an existing fence nearest to the location of the completed improvement(s), and will be displayed for a term of one-year.

Pursuant to the terms of the donation, RAP must begin construction and/or installation of the improvements within six months of receiving the donation from Purina. Within that time, RAP will conduct one or more community meetings, inviting the public to attend and discuss improvement ideas. In order to ensure that the project stays within budget, RAP Staff will make sure that all meeting participants are aware of, and take into account, all costs associated with the contemplated improvements, including labor. The Partnership Division will work closely with RAP's Planning, Construction, and Maintenance Branch, while keeping Purina apprised of the project's progress. However, representatives from Purina may also visit the dog park during the planning and/or installation phase(s) for their direct awareness.

Contest requirements include a donation contract (Contract) stipulating the terms and conditions for the receipt of the Contest winning prize-donation, as described above, to be executed between Purina and RAP. The City Attorney has reviewed the Contract and approved for the General Manager's signature pursuant to Los Angeles Administrative Code Section 10.1.1, which authorizes the General Manager to execute contracts valued at Twenty Thousand Dollars (\$20,000.00) or less, and with a term of one year or less.

### FISCAL IMPACT STATEMENT

The Board's acceptance of the Purina donation will have no fiscal impact to the RAP General Fund, as improvements performed at Whitnall will be funded through the donation.

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

### LIST OF ATTACHMENTS

- 1) Beneful Recognition Signage

**City of Los Angeles  
Department of Recreation and Parks  
Thanks and Acknowledges**



2016

Donation Recipient

#DreamDogPark



**BOARD REPORT**

NO. 16-253

DATE December 14, 2016

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WEST WILSHIRE (PAN PACIFIC) PARK – IMPROVEMENTS TO ATHLETIC FIELDS (BASEBALL AND SOCCER FIELDS) (PRJ20579) (W.O. #E170496F) PROJECT – REJECTION OF ALL BIDS

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

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

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

RECOMMENDATIONS

Reject all bids received on September 27, 2016, for the West Wilshire (Pan Pacific) Park – Improvements to Athletic Fields (PRJ20579) (W.O. E170496F) project (Project), located at 7600 Beverly Boulevard, Los Angeles, California 90036.

SUMMARY:

On July 13, 2016, the Board authorized the solicitation of bids for the construction of the subject Project (Report No. 16-163). Five bids were received from the contractors listed in Attachment 1 on September 27, 2016.

The lowest base bid submitted was in the amount of One Million, Seven Hundred Ninety-Two Thousand Dollars (\$1,792,000.00), by Environmental Construction, Inc., which was eleven percent (11.0%) higher than the City Engineer's estimate of One Million, Six Hundred Thirteen Thousand, Eight Hundred Dollars (\$1,613,800.00). For the Additive Alternates, the City Engineer's estimate was One Hundred Seventy-Three Thousand, Eight Hundred Dollars (\$173,800.00) for the baseball/softball field improvements, and Two Hundred Thirty-Eight Thousand, Four Hundred Dollars (\$238,400.00) for the soccer field, including contingency. Environmental Construction's bid for the baseball and the soccer field additive alternatives are one hundred eighty-two percent (182%) and one hundred twenty percent (120%) higher than City Engineer's estimate, respectively. The lowest bids for additive alternatives do not align with the lowest base bid. Thus, the cost of the Project will be higher if any of the additive alternates are to be awarded with the lowest base bid.

## BOARD REPORT

PG. 2 NO. 16-253

The Department of Public Works, Bureau of Engineering (BOE) and Department of Recreation and Parks (RAP) staff evaluated the bids. Based on the bid evaluation and knowledge of the local construction market, the high bid costs could possibly be attributed to a number of factors that include the busy construction market and new regulations and agreements for construction activities.

Due to the fact that the bids received are higher than available funds, BOE and RAP staff recommend that the Board of Recreation and Park Commissioners (Board) reject all bids and authorize staff to utilize RAP's pre-qualified "As-Needed Service Contractors" for various work components of the Project. RAP maintains As-Needed Service Contractors for Electrical Construction, Retrofit of Outdoor Field Lights, All-Weather Turf Construction, and Fence and Wall Installation. These elements represent a significant part of the Project scope. RAP and BOE can manage and coordinate the field activities of these contractors to complete the maximum scope within the available funds.

This Project is partially funded by the Proposition K – L.A. for Kids Program (Prop K) and Quimby funds. Funds are available from the following funding accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>AMOUNT</u>
Proposition K Year 17	43K/10/10K570	\$ 240,700.00
Quimby	302/89/89460K-WV	\$ 1,500,000.00
Total:		\$ 1,740,700.00

### ENVIRONMENTAL IMPACT STATEMENT

The Project consists of the remodeling of an exterior baseball field, the upgrade of a space currently used to provide a safe playing area, and the upgrade of the soccer field. Therefore, the Project has been determined to be categorically exempt without exception from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (1, 4) and Class 3(6) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

The Project will be funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to the RAP's General Fund. However, future operations and maintenance costs will be included in future RAP's annual budget requests.

This Report was prepared by Shashi Bhakta, Project Manager, BOE Architectural Division, and reviewed by Neil Drucker, Program Manager, Mahmood Karimzadeh, Architectural Division Manager; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.

### LIST OF ATTACHMENT(S)

- 1) Bid Results for West Wilshire (Pan Pacific) Park – Improvements to Athletic Fields Project

WEST WILSHIRE (PAN PACIFIC) PARK - BID RESULTS					
CONTRACTOR	OHNO CONSTRUCTION COMPANY	ASPHALT FABRIC & ENGINEERING, INC.	HORIZONS CONSTRUCTION CO. INTERNATIONAL, INC.	C.S. LEGACY CONSTRUCTION, INC	ENVIRONMENTAL CONSTRUCTION, INC.
BID ITEM 1 - SOCCER FIELD	\$ 1,834,000.00	\$ 1,498,000.00	\$ 1,672,000.00	\$ 1,335,836.00	\$ 1,411,000.00
BID ITEM 2 - BASEBALL FIELD	\$ 1,045,000.00	\$ 904,000.00	\$ 595,000.00	\$ 563,682.00	\$ 381,000.00
BASE BID	\$ 2,879,000.00	\$ 2,402,000.00	\$ 2,267,000.00	\$ 1,899,518.00	\$ 1,792,000.00
BID ITEM 3 - SOCCER FIELD	ADD ALTERNATIVES FOR SOCCER FIELD				
a - Bleachers	\$ 51,600.00	\$ 63,000.00	\$ 34,000.00	\$ 68,113.00	\$ 61,000.00
b - Shade structures	\$ 144,000.00	\$ 158,400.00	\$ 179,000.00	\$ 124,989.00	\$ 130,770.00
c - Score board	\$ 40,000.00	\$ 48,000.00	\$ 99,000.00	\$ 44,197.00	\$ 57,780.00
d - Water fountain	\$ 55,000.00	\$ 57,000.00	\$ 29,000.00	\$ 21,616.00	\$ 29,200.00
e - Picnic tables	\$ 4,000.00	\$ 4,800.00	\$ 12,000.00	\$ 3,317.00	\$ 4,820.00
f - Fence guard	\$ 16,400.00	\$ 6,264.00	\$ 49,000.00	-	\$ 37,929.00
g - Big belly trash	\$ 58,200.00	\$ 54,000.00	\$ 42,000.00	\$ 7,657.00	\$ 49,496.00
h - LED sports light	\$ 253,000.00	\$ 256,056.00	\$ 172,000.00	\$ 254,004.00	\$ 259,656.00
SUM OF ADD ALTS	\$ 622,200.00	\$ 647,520.00	\$ 616,000.00	\$ 523,893.00	\$ 630,651.00
BID ITEM 4 - BASEBALL FIELD	ADD ALTERNATIVES FOR BASEBALL FIELD				
a - Shade (bleacher)	\$ 68,000.00	\$ 69,936.00	\$ 89,000.00	\$ 54,886.00	\$ 63,100.00
b - Shade (dugouts)	\$ 96,000.00	\$ 100,464.00	\$ 119,000.00	\$ 83,328.00	\$ 88,182.00
c - Score board	\$ 46,000.00	\$ 45,180.00	\$ 89,000.00	\$ 44,197.00	\$ 53,415.00
d - Wind breaker	\$ 12,750.00	\$ 24,000.00	\$ 21,000.00	\$ 16,637.00	\$ 17,008.00
e - Left field extension	\$ 365,000.00	\$ 67,320.00	\$ 620,000.00	\$ 470,976.00	\$ 669,879.00
f - CMU ret. wall	\$ 52,200.00	\$ 31,140.00	\$ 148,000.00	\$ 92,586.00	\$ 44,420.00
g - LED sports lights	\$ 151,000.00	\$ 152,748.00	\$ 59,000.00	\$ 151,771.00	\$ 155,148.00
SUM OF ADD ALTS	\$ 790,950.00	\$ 490,788.00	\$ 1,145,000.00	\$ 914,381.00	\$ 1,091,152.00
TOTAL PROJECT BID	\$ 4,292,150.00	\$ 3,540,308.00	\$ 4,028,000.00	\$ 3,337,792.00	\$ 3,513,803.00



**BOARD REPORT**

NO. 16-254

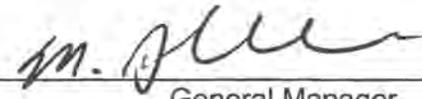
DATE: December 14, 2016

C.D. 04

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GRIFFITH PARK PONY RIDE CONCESSION – PROPOSAL BY LOS ANGELES PONY RIDES, INC. FOR THE CONSTRUCTION OF A BIRTHDAY PARTY PAVILION – EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(3) AND CLASS 11(6) OF THE CITY CEQA GUIDELINES

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

RECOMMENDATIONS

1. Approve the proposed construction of a birthday party pavilion at the Griffith Park Pony Ride Concession by Los Angeles Pony Rides, Inc.;
2. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(3) and Class 11(6) of the City CEQA Guidelines, and direct staff to file a Notice of Exemption; and;
3. Direct RAP's Chief Financial Officer to issue a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption.

SUMMARY

On July 13, 2016, the Board of Recreation and Park Commissioners (Board) approved a Concession Agreement (Agreement) with Los Angeles Pony Rides, Inc. (L.A. Pony Rides) (Attachment 1), for the operation and maintenance of the Griffith Park Pony Ride Concession through Report No. 16-147 (Attachment 2). The Agreement includes both required and optional concession improvements to be performed by L.A. Pony Rides.

L.A. Pony Rides proposed to perform the required improvements (deferred maintenance) as outlined in the Agreement within six months of the execution of the Agreement. In addition to the required improvements, L.A. Pony Rides proposed additional improvements which include remodeling the ticket office, adding a petting zoo and merchandise kiosk, constructing a birthday party pavilion, landscaping the main pony ring and installing a state of the art video security system, all to be completed within the first one hundred twenty (120) days of operation.

## BOARD REPORT

PG. 2

NO. 16-254

All improvements are estimated to cost Eighty-Three Thousand Dollars (\$83,000.00).

L.A. Pony Rides has consulted with appropriate RAP staff on the birthday party pavilion construction plans and is in the process of acquiring all necessary Department of Building and Safety licenses and permits. All other improvements have been reviewed and require minimal assembly, repair and/or maintenance.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of the construction and location of a limited number of new, small structures accessory to an existing commercial facility in a park. The new structure will not involve the use of significant amounts of hazardous substances, is not designed for an occupant load of more than thirty (30) persons, and is not in conjunction with the building of two or more structures. In addition, the new structure will not have an adverse effect on the historic designation of Griffith Park. Therefore, RAP staff recommends that the Board determine that the proposed Project is categorically exempt without exception from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(3) and Class 11(6) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

The approval of this recommendation will have a minimal fiscal impact to RAP's General Fund of Seventy-Five Dollars (\$75.00) for the filing of the Notice of Exemption. All costs for the concession improvements will be the responsibility of L.A. Pony Rides.

### LIST OF ATTACHMENTS

- 1) Agreement for the Operation and Maintenance of the Griffith Park Pony Ride Concession between the City of Los Angeles and Los Angeles Pony Rides, Inc.
- 2) Board Report No. 16-147: Award of Contract to Los Angeles Pony Rides, Inc. (CON-M16-001)

This Report was prepared by LaTricia Jones, Management Analyst II, Partnership and Revenue Branch, Concessions Division.

AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF  
THE GRIFFITH PARK PONY RIDE CONCESSION

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

LOS ANGELES PONY RIDES, INC.

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**AGREEMENT FOR OPERATION AND MAINTENANCE OF THE  
GRIFFITH PARK PONY RIDE CONCESSION**

THIS Agreement (hereinafter "AGREEMENT") is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and *LOS ANGELES PONY RIDES, INC.* (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "Department") seeks to serve the public by providing pony rides and related services exclusively at the Griffith Park Pony Ride Concession (hereinafter "CONCESSION"); and

**WHEREAS**, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

**WHEREAS**, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT for the improvement, operation and maintenance of the DEPARTMENT'S CONCESSION; and

**WHEREAS**, the DEPARTMENT finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in a Request for Proposals (RFP); and

**WHEREAS**, the DEPARTMENT advertised for proposals for the operation and maintenance of the CONCESSION, to include providing pony rides and related services to the public; and

**WHEREAS**, the DEPARTMENT received and evaluated two (2) proposals which were received on March 15, 2016; and

**WHEREAS**, Los Angeles Pony Rides, Inc. was the only responsive proposer, and selected to provide pony rides and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, the CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at Griffith Park.

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

## **SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set for:

AGREEMENT:	This Concession Agreement consisting of thirty-four (34) pages and eleven (11) exhibits (A-K) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, acting by and through its Department of Recreation and Parks
CONCESSION:	Griffith Park Pony Ride Concession
CONCESSIONAIRE:	<i>Los Angeles Pony Rides, Inc.</i>
DEPARTMENT:	The Department of Recreation and Parks
FACILITY:	The Griffith Park Pony Ride Concession located at 4400 Crystal Springs Drive, Los Angeles, CA 90027.
LAAC:	The Los Angeles Administrative Code
LAMC:	The Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated.

## **SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, CITY hereby grants to CONCESSIONAIRE, subject to all of the terms and conditions of this AGREEMENT, the right and obligation within the CONCESSION to: equip, operate and maintain the Griffith Park Pony Ride at Griffith Park, Los Angeles, CA.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself,

and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, DEPARTMENT shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

CITY reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance, however the CITY shall consider the desire, views, and financial investment of CONCESSIONAIRE.

### **SECTION 3. PREMISES**

The PREMISES (Exhibit B) subject to this AGREEMENT are located at: 4400 Crystal Springs Drive, Los Angeles, CA 90027. The PREMISES shall include the ticket booth, pergola, wooden guide rails, corrals and metal hay barn. Location of PREMISES as set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by the DEPARTMENT.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT shall be five (5) years with three (3) one (1) year extension options exercisable at the sole discretion of the Department's General Manager, effective seven (7) days after the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

### **SECTION 5. OPERATING RESPONSIBILITIES**

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. **Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area [at least twenty-five (25) feet] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected and disposed of as often as necessary and in no case less than once a day. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by DEPARTMENT. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with the DEPARTMENT'S prior written approval, an enclosed area concealing the trash storage from public view. The department will incur the cost of all garbage pick-up from the main dumpster for the PREMISES during the term of the AGREEMENT.

In addition to the requirements set forth above, CONCESSIONAIRE shall clean all manure from the premises on a daily basis. CONCESSIONAIRE will also clean the metal hay barn and corrals on a daily basis, removing all manure and replacing wet sawdust or straw. Manure will be kept in a manure compound, dumpster trash container or similar device which shall be located so as to prevent offensive odors and insects from bothering patrons. CONCESSIONAIRE shall remove the manure from the premises a minimum of two times each week.

B. **Conduct**

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of the DEPARTMENT.

C. **Disorderly Persons**

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

D. **Non-Discrimination/ Equal Employment Practices/Affirmative Action**

1. CONCESSIONAIRE, in its CONCESSION operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from

participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 18, CITY shall issue a written notice of breach or default to CONCESSIONAIRE, and if CONCESSIONAIRE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to CONCESSIONAIRE, terminate this AGREEMENT without further delay, whereupon CONCESSIONAIRE shall vacate the PREMISES within fourteen (14) calendar days and CITY shall have the right to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

#### **E. Personnel**

1. **Freedom from Tuberculosis**  
For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of the DEPARTMENT, CONCESSIONAIRE shall provide the DEPARTMENT with certificates on applicable employees indicating freedom from communicable tuberculosis.
2. **Qualified Personnel**  
CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol,

or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory, the DEPARTMENT may direct CONCESSIONAIRE to remove that person from the PREMISES.

**3. Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by DEPARTMENT, a Concession Manager of CONCESSIONAIRE'S operations at the FACILITY.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of CONCESSION goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the business. During the days and hours established for the operation of the subject concession, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, the CONCESSIONAIRE shall appoint, subject to written approval by the DEPARTMENT, a new qualified and experienced Concession Manager within 60 days. CONCESSIONAIRE shall act in the capacity of the General Manager until a new General Manager has been appointed. The DEPARTMENT may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein if no appointment has been made within the 60 day time period.

**4. Approval of Employees, Volunteers and Subcontractors**

The DEPARTMENT shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain DEPARTMENT'S written approval of all persons operating under the authority of this AGREEMENT on the PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at the PREMISES to the DEPARTMENT prior to commencing operations pursuant to this

AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to the DEPARTMENT for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom the DEPARTMENT would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at the PREMISES. Each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and the DEPARTMENT reserves the right to fingerprint and conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at DEPARTMENT's instruction.

**F. Price Schedules**

1. Upon execution of this AGREEMENT, the fees for pony rides, equine classes and birthday parties, as shown in Exhibit J, shall be effective. All future modifications to CONCESSIONAIRE'S fees for pony rides, classes and birthday parties are subject to approval by the GENERAL MANAGER and cannot be changed without prior written approval by the GENERAL MANAGER. Such determination by the GENERAL MANAGER shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. The City seeks to promote both high standards of quality as well as provide services at an affordable rate. All prices shall be prominently posted and shall not exceed prevailing market prices for the same services at similar venues in the surrounding community.

CITY agrees that CONCESSIONAIRE'S sale of merchandise, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by GENERAL MANAGER if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of GENERAL MANAGER. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All merchandise prices shall be comparable to prices charged in similar establishments in the City of Los Angeles. A merchandise price list must be submitted within 30 days of execution of this AGREEMENT.

2. All services offered for sale and/or sold by CONCESSIONAIRE in said PREMISES, must be related to the ordinary business of the

CONCESSION. DEPARTMENT may order the improvement of the quality of any services offered for sale.

**G. Diversion of Business**

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

**H. Equipment, Furnishings, and Expendables**

1. All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property, including, but not limited to:

- a. A minimum of fifty (50) well-trained ponies suitable for children to ride safely;
- b. Appropriate saddlery and tack necessary for the proper operation of the pony ride;
- c. Supplies and feed for the ponies;
- d. Stagecoach and harness;

2. Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, ponies, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

**I. Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or CITY, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by CITY, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. CITY will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacements of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use City-owned equipment, with prior written consent of DEPARTMENT.

No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of the DEPARTMENT, and if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

**J. Claims for Labor and Materials**

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

**K. Signs and Advertisements**

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from the DEPARTMENT, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of the Griffith Park Advisory Board and the Cultural Heritage Commission or other appropriate agencies.

The CONCESSIONAIRE shall place a public notice that the CONCESSIONAIRE operates the pony ride. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to the CONCESSIONAIRE.

At FACILITY, CONCESSIONAIRE shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as DEPARTMENT may direct, any and all of its signs and displays on the PREMISES and in connection therewith, and shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

**L. Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for telephone services, which will be in the name of the CONCESSIONAIRE.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or

impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.

In the event that individual utility meters are not available, CONCESSIONAIRE shall remit, on a monthly basis in conjunction with revenue-sharing payments to DEPARTMENT, the amount of Two Hundred Fifty Dollars (\$250.00) as payment for utilities. Payment of utilities will be subject to increase annually to cover increasing utility costs.

The CONCESSIONAIRE shall reimburse the DEPARTMENT if any utility charges are paid by the DEPARTMENT.

**M. Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines.

**N. Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or DEPARTMENT notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 26, "NOTICES," for mailing address) (Exhibit F). If CONCESSIONAIRE fails to correct hazardous conditions specified by the DEPARTMENT in a written notice, which have led, or in the opinion of CITY could lead, to injury, the DEPARTMENT may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand.

- O. **Environmental Sensitivity**  
The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.
- P. **Fund Raising Activities**  
CONCESSIONAIRE will be expected to cooperate with Department personnel on all matters relative to the conduct of fund-raising and/or special events at the discretion of DEPARTMENT.
- Q. **Community Outreach**  
CONCESSIONAIRE shall coordinate and cooperate with DEPARTMENT to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.
- R. **Care of Livestock**  
CONCESSIONAIRE shall strictly observe all requirements and directives of the Department of Animal Services of the City of Los Angeles. If CONCESSIONAIRE or his employees appear to have mistreated or endangered any livestock, after a review by a licensed equine veterinarian, the DEPARTMENT may immediately exercise default provisions.
- S. **Amplified Sound**  
No excessive amplified sound, as determined by the DEPARTMENT, is permitted by CONCESSIONAIRE in its operations on PREMISES.
- T. **Security**  
CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by the DEPARTMENT, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.
- U. **Quiet Enjoyment**  
CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the concession PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon the CONCESSIONAIRE's quiet enjoyment of the concession PREMISES, the DEPARTMENT shall have final determination of any solution to such dispute; the

DEPARTMENT's final determination shall be binding upon all parties in such dispute.

**V. Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Unit (213) 202-3280."

**SECTION 6. IMPROVEMENTS**

CITY shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. CITY reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, completed as stipulated, or completed to the satisfaction of DEPARTMENT. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from the CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 12, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by DEPARTMENT, are subject to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each improvement, the CONCESSIONAIRE shall submit proof of project completion, including invoices and receipts, to the DEPARTMENT. At that point, the DEPARTMENT will inspect the submitted improvement to confirm completion. All improvements shall become the property of the CITY. Additionally, if the value of all completed required and optional improvements is less than the AGREEMENT value, the CONCESSIONAIRE will be responsible for paying the DEPARTMENT the difference within sixty (60) days of written notification or investing the difference in additional concession improvements within twenty-four (24) months, subject to the approval of the GENERAL MANAGER.

CITY reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. CITY shall not be liable for loss of business which results from the construction of any development or improvements made by the CONCESSIONAIRE to the FACILITY or the PREMISES.

**A. Required Concession Improvements**

CONCESSIONAIRE agrees to make, to the satisfaction of the CITY, the following required improvements to the CONCESSION PREMISES within twelve (12) months of the execution of this AGREEMENT or pay the CITY an amount equal to the value of the specific improvement not completed within sixty (60) days of written notification by the City that said improvement was not completed:

1. Repair/replace water troughs for the ponies.
2. Repair concrete flooring under the pergola.
3. Repair pergola footings.
4. Replace gutters on the barn.
5. Repair roof on barn.
6. Paint the exterior of the ticket office.
7. Paint the pergola structure over the waiting area.
8. Paint the fence around the pony ride track area.
9. Paint the exterior of the metal barn.
10. Landscape pony corrals to provide suitable habitation for the ponies.

The total estimated value of all required CONCESSION improvements is Forty-Four Thousand Dollars (\$44,000.00).

Should the City exercise an option to renew the AGREEMENT, CONCESSIONAIRE agrees to repaint the FACILITY as stated above (Items# 6 – 9), within the first six (6) months of the first option term. CONCESSIONAIRE agrees that maintenance of the landscaping improvement of the pony corrals will be ongoing.

**B. Optional Concession Improvements**

CONCESSIONAIRE agrees to make, to the satisfaction of the CITY, optional improvements to the CONCESSION PREMISES specified below within twenty-four (24) months of the execution of this CONCESSION AGREEMENT or pay the CITY an amount equal to the value of the specific optional improvements not completed within sixty (60) days of written notification by the City that said improvement was not completed:

1. Remodel Ticket Office.
2. Addition of a Petting Zoo.
3. Addition of a Pony Related Sales Kiosk.
4. Addition of a 12' x 24' Birthday Party Pavilion and a 12' x 24' Pony Corral on northeast side of service road next to barn gate.
5. Resurface and improve the Main Pony Ring.
6. State Of The Art Video Security System.

The total estimated value of all optional CONCESSION improvements is Thirty-Nine Thousand Dollars (\$39,000.00). CONCESSIONAIRE is required to submit construction plans for optional items within 30 days of execution of the AGREEMENT. Optional concession improvements must be approved by the GENERAL MANAGER, which will not be unreasonably withheld or delayed.

**C. Compliance with Applicable Rules and Regulations**

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE in the FACILITY areas, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE'S operations therein. The written approval by DEPARTMENT of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain in CONCESSIONAIRE.

**D. Procurement of Permits and Approvals**

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any Improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to the DEPARTMENT. No permission to begin said Improvements shall be granted by DEPARTMENT prior to CONCESSIONAIRE's obtaining of said permits and approvals.

**E. Subcontractors**

CONCESSIONAIRE shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to CITY evidence of

required insurance coverage.

## **SECTION 7. HOURS / DAYS OF OPERATION**

The CONCESSION must be open, weather permitting, to the public six (6) days per week, closed Mondays except for holidays or for private events, and a minimum of six (6) hours per day as required by the DEPARTMENT to adequately serve public demand. Hours of operation are dependent upon Griffith Park's operating days and hours, as well as the discretion of the DEPARTMENT.

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of DEPARTMENT. Any deviation from such days and hours shall be subject to the prior written approval of the DEPARTMENT.

## **SECTION 8. REVENUE-SHARING FEE PAYMENT**

- A. As part of the consideration for CITY'S granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

The Annual Minimum Revenue-Sharing Guarantee, as follows:

- Two Hundred Fifty-Three Thousand, Five Hundred Thirty-Six Dollars (\$253,536) for year one (1) of the AGREEMENT;
- Two Hundred Fifty-Six Thousand, Three Hundred Eighty-Three Dollars (\$256,383) for year two (2) of the AGREEMENT;
- Two Hundred Fifty-Seven Thousand, Five Hundred Fifty-Four Dollars (\$257,554) for year three (3) of the AGREEMENT;
- Two Hundred Sixty Thousand Dollars (\$260,000) for year four (4) of the AGREEMENT;
- Two Hundred Sixty-Two Thousand, Seven Hundred Two Dollars (\$262,702) for year five (5) of the AGREEMENT;
- Two Hundred Sixty-Five Thousand, One Hundred Seventy-Nine Dollars (\$265,179) for year six (6) of the AGREEMENT;
- Two Hundred Sixty-Seven Thousand, Six Hundred Eighty-One Dollars (\$267,681) for year seven (7) of the AGREEMENT;
- Two Hundred Seventy-Three Thousand, Nine Hundred Sixty Dollars (\$273,960) for year eight (8) of the AGREEMENT;

or

25% of gross receipts of all sales,  
whichever is higher.

Refer to SECTION 8.C for the definition of "Gross Receipts."

If the minimum annual revenue-sharing payment is not met by December 31 of each calendar year, the difference between the actual revenue-sharing payment received by the City of Los Angeles and the minimum annual revenue-sharing payment will be due to the City of Los Angeles by January 15<sup>th</sup> of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

**B. Revenue-Sharing Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit D) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Partnership and Revenue Branch/Concessions Unit  
P. O. Box 86610  
Los Angeles, CA 90086-0610

**C. Gross Receipts Defined**

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. California Redemption Value (CRV);
4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
5. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE

where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;

7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and DEPARTMENT, including discounts to employees, if concurred by DEPARTMENT.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;
14. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; CONCESSIONAIRE must reflect on monthly remittance form.
15. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

**D. Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit D), for the month for which a payment is submitted.

**E. Late Payment Fee**

Failure of CONCESSIONAIRE to pay any of the revenue-sharing payments or any other fees, changes, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late revenue-sharing payments by CITY shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular revenue-sharing payment so accepted.

**SECTION 9. ADDITIONAL FEES AND CHARGES**

- A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by CITY in the same manner and

with like remedies as if it were originally a part of the basic rental payment set forth in Section 5 hereof.

- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, may result in additional charges; however, any such use without the prior written approval of the DEPARTMENT shall also constitute a material breach of AGREEMENT and is prohibited.

#### **SECTION 10. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of the CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of the DEPARTMENT. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

##### **A. Interior of Premises**

- 1. Areas to be Maintained by CONCESSIONAIRE:  
CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and plumbing maintenance in the interior of the PREMISES, such as lighting fixtures, sinks, and faucets; however, CITY shall be responsible for maintenance of utility lines and

drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, the DEPARTMENT may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or CITY property.

**2. Duties**

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by the DEPARTMENT to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

**B. Exterior of Premises and Common Passageways**

CITY shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by CITY which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, CITY shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with manure or other debris from all operations.

**C. Correction of Conditions Leading to Damage**

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, the DEPARTMENT may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, DEPARTMENT may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

**D. Property Damage and Theft Reporting**

CONCESSIONAIRE shall complete and submit to the DEPARTMENT a "Special Occurrence and Loss Report," in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the

PREMISES. Blank forms for this purpose shall be provided by the DEPARTMENT.

**E. Damage or Destruction to Premises**

**1. Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

**2. Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

**3. Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE

shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying CITY rent as determined above during the rebuilding of the facility.

4. **Limits of CITY'S Obligation Defined**

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such as pro shops, gift shops, golf car storage facilities, restaurants, food stands, ticket and sales booths, kiosks, theater stage buildings, offices and storage facilities, storage containers owned and/or used by CONCESSIONAIRE, equine housing, etc.

CITY shall be responsible for pest control if pests are found in or on structures or areas maintained by CITY, such as:

1. Open, unfenced areas such as those locations permitted for mobile food vending, bike rentals, coin-operated telescopes, etc.
2. Recreation centers, rental halls, and other facilities occupied in part by CONCESSIONAIRE but maintained by CITY.
3. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and CITY.

Pest control for pests which may cause permanent structural damage to DEPARTMENT property (for example, termite infestation) shall be the responsibility of CITY. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. DEPARTMENT may direct CONCESSIONAIRE to take additional

measures to abate pests which are an immediate threat to public health or safety.

## **SECTION 11. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of the DEPARTMENT;
5. Overload any floor in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by DEPARTMENT, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of DEPARTMENT, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery,

- including belted safety saddles, as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
  9. Allow any sale by auction upon the PREMISES;
  10. Permit undue loitering on or about the PREMISES;
  11. Use the PREMISES in any manner that will constitute waste;
  12. Use or allow the PREMISES to be used for, in the opinion of DEPARTMENT, any improper, immoral, or unlawful purposes.

## **SECTION 12. RATIFICATION LANGUAGE**

At the request of the DEPARTMENT, and because of the need therefore, CONCESSIONAIRE may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, the DEPARTMENT hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with CONCESSIONAIRE for such services.

## **SECTION 13. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide the DEPARTMENT a sum equal to Forty Thousand Dollars (\$40,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

1. A cashier's check payable to the order of the City of Los Angeles.

### **A. Agreement of Deposit and Indemnity**

CONCESSIONAIRE unconditionally agrees that in the event of any default, CITY

shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of checks must be immediately so deposited by the DEPARTMENT.

**B. Maintenance of Deposit**

Said deposit shall be held by CITY during the entire term of the AGREEMENT.

**C. Return of Deposit to CONCESSIONAIRE**

Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by CONCESSIONAIRE as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to material terms and conditions of the AGREEMENT.

**SECTION 14. TAXES, PERMITS, AND LICENSES**

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the possessory taxes levied by the State and County upon such interest.
- C. During the entire term of the AGREEMENT, the CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).
- D. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand

Dollars (\$1,000.00) or less of charges (rent) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to the DEPARTMENT, on or before the fifteenth (15<sup>th</sup>) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, the CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.

#### **SECTION 15. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY, which shall not be unreasonably withheld or delayed. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

The CONCESSIONAIRE may not, without prior written permission of the CITY:

1. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
2. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

#### **SECTION 16. BUSINESS RECORDS**

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by DEPARTMENT, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three (3) years thereafter.

**A. Employee Fidelity Bonds**

At the DEPARTMENT'S discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

**B. Cash And Record Handling Requirements**

If requested by DEPARTMENT, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to DEPARTMENT for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

**C. Method of Recording Gross Receipts**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining the DEPARTMENT'S written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of providing paper receipts to patrons, have a price

display which is and shall remain at all times visible to the public, and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the computerized Point-of-Sale system, including hardware and software, before obtaining DEPARTMENT's written approval of the specific hardware and software to be purchased.

**D. Annual Statement of Gross Receipts and Expenses**

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to the DEPARTMENT, on or before March 15th of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by the DEPARTMENT or his designee, provided sufficient verification of the need for the extension is provided, as accepted by the DEPARTMENT or his designee. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay CITY within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

**SECTION 17. REGULATIONS, INSPECTION, AND DIRECTIVES**

**A. Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity**

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

**B. Conformance with Laws**

1. Any and all applicable rules, regulations, orders, and restrictions which are

now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by DEPARTMENT with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

**C. Permissions**

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or the DEPARTMENT and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or the DEPARTMENT.

**D. Right of Inspection and Access to Venue**

CITY and the DEPARTMENT, their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform the DEPARTMENT fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

**E. Control of Premises**

CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

**F. Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit G). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit H) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit I) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

- b. Interview qualified individuals referred by EWDD; and
  - c. Prior to filling any employment opportunity, the CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
- 3. Any Subcontract entered into by the CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
  - 4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

## **SECTION 18. SURRENDER OF POSSESSION**

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or CITY, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by

CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and restoration. DEPARTMENT may at his option accept all or a portion of the works, structures, or other improvements on behalf of CITY in lieu of all or a portion of the removal or restoration required herein.

## **SECTION 19. NOTICES**

- A. To CITY:  
Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Partnerships and Revenue Branch/Concession Unit  
P.O. Box 86610  
Los Angeles, CA 90086-0610

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

CITY shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

- B. To CONCESSIONAIRE:  
The execution of any notice to CONCESSIONAIRE by DEPARTMENT shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to the CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

*Los Angeles Pony Rides, Inc.  
Attn: Mr. Stephen Weeks  
145 South Van Ness Ave.  
Los Angeles, CA 90004*

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

## **SECTION 20. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provision for City Contracts (Rev. 3/09) – Excluding PSC-34
- B. Griffith Park Pony Ride Premises Map
- C. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- D. Remittance Advice Form
- E. Form General No. 87 “Non-Employee Accident or Illness Report”
- F. Special Occurrence and Loss Report
- G. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- H. Schedule B, MBE/WBE/SBE/EVE/DVBE/OBE Utilization Profile
- I. Final Subcontracting Report Form, Schedule C
- J. Price List
- K. Asset Purchase Agreement

In the event of any inconsistency between any of the provisions of this Agreement and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This Agreement exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, and, 7) Exhibit F, etc.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and **CONCESSIONAIRE** has executed the same as of the day and year herein below written.

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

CONCESSIONAIRE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
STREFAN FAUBLE  
Deputy City Attorney

Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: 81-1465375

AGREEMENT Number: \_\_\_\_\_

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

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

**PSC-19. BONDS**

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

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

#### **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1****INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS****CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

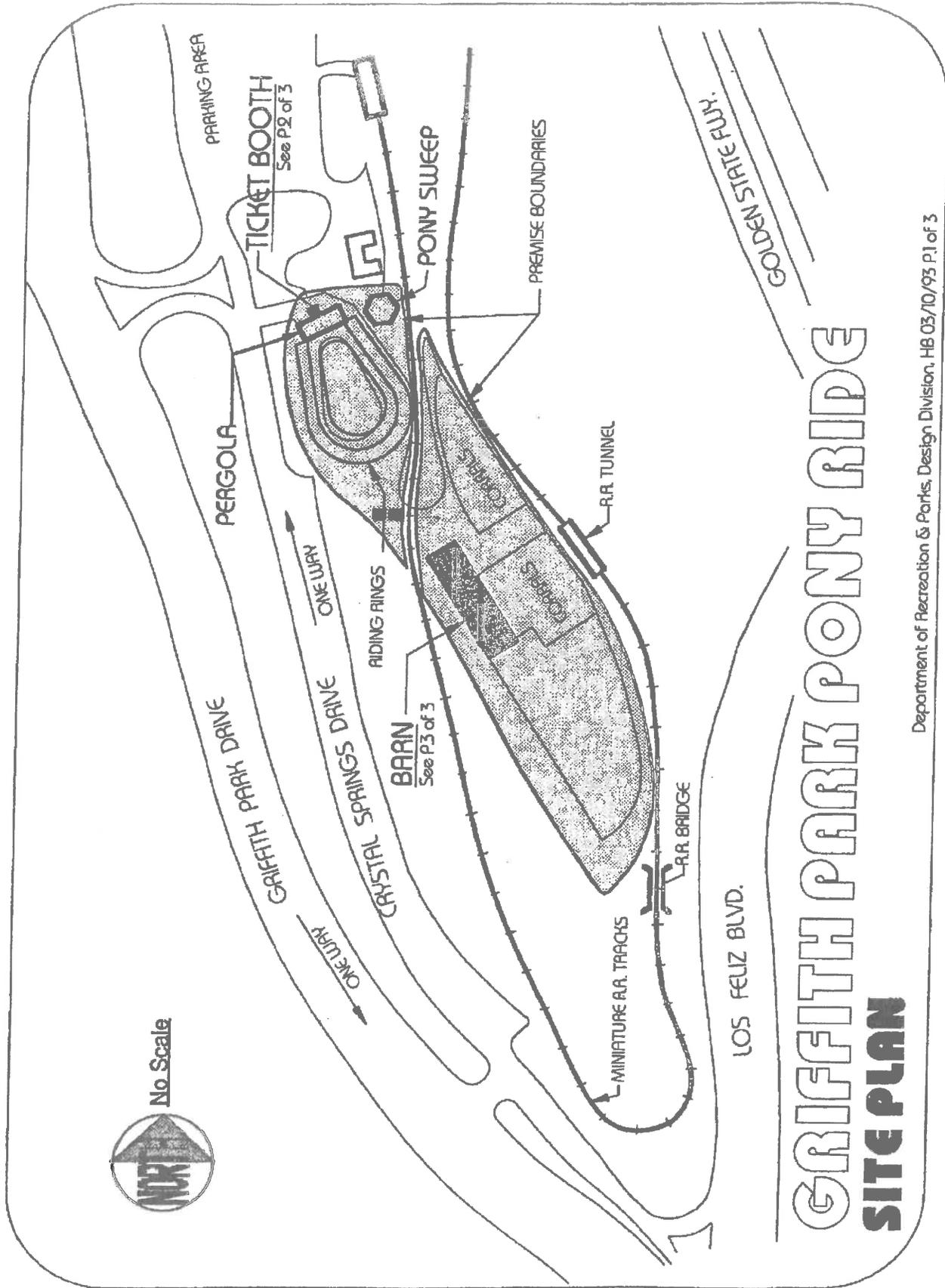
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds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

	Limits
<p>___ <b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> </div>	<p style="text-align: right;">WC _____ EL _____</p> <p style="text-align: right;"><i>Statutory</i> _____</p>
<p>___ <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work)</p>	
<p>___ <b>Professional Liability</b> (Errors and Omissions)</p>	
<p>___ <b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	
<p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	
<p>___ <b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b></p>	<p style="text-align: right;">100 % of Contract Price</p>
<p>___ <b>Crime Insurance</b></p>	

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



No Scale



# GRIFFITH PARK PONY RIDE

## SITE PLAN

### Required Insurance and Minimum Limits

Name: Griffith Park Pony Ride Concession

Date: 11/06/2015

Agreement/Reference: CON-M16-001

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 Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City  Longshore & Harbor Workers  
 Jones Act

**General Liability** \$1,000,000

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 12 Months After Completion of Work or Date of Termination

**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: 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Attn: Concessions Unit  
P.O. Box 86328  
Los Angeles, CA 90086**

**REMITTANCE ADVICE FORM  
GRIFFITH PARK PONY RIDE CONCESSION  
NAME OF CONCESSIONAIRE**

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_

CATEGORY	GROSS SALES	SALES TAX	NET SALES	RENTAL RATE	AMOUNT DUE
Pony Ride Sales	_____	_____	\$ -	25%	\$ -
Equine Classes	_____	_____	_____	25%	\$ -
Birthday Parties	_____	_____	_____	25%	\$ -
Merchandise Kiosk	_____	_____	_____	25%	\$ -
OTHER:	_____	_____	_____	25%	\$ -
<b>SUB-TOTAL RENT DUE:</b>					<u>\$ -</u>

UTILITIES: water, use of trash dumpsters \$ 250.00

LATE RENT FEE: All payments are due by the 15th for the previous month. \$ -

OCCUPANCY TAX: Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of rent paid \$ -

LATE OCCUPANCY TAX FEE: Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months. \$ -

**SUB-TOTAL DUE:** \$ 250.00

ADJUSTMENTS\*: Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ -

\*NOTE: All amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** \$ 250.00

I hereby certify that this is a true and correct record of the period stated above:

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

Form Gen. 87 (R. 4/09)

## City of Los Angeles

Orig. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting  
 Recreation and Parks

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I - PERSONAL DATA**

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER

**PART II - ACCIDENT/INJURY**

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

**PART III - WITNESSES**

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV - STATEMENT OF INJURED PARTY OR WITNESS**

21.
-----

**PART V - EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

Print Form

**SPECIAL OCCURRENCE AND LOSS REPORT**

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY					DATE OF OCCURRENCE		TIME		A.M.	P.M.	
2. SUBJECT OF REPORT											
3. EXACT LOCATION OF OCCURRENCE											
4. DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY											
5.										ESTIMATE OF DAMAGES	
6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)											
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE				DEPT. NO	SERIAL NO	APPROX VALUE				
7.										TOTAL	
										\$0.00	
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380										AMOUNT	
LOCATION											
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)										TOTAL	
										\$0.00	
10. WHO DISCOVERED LOSS?			TITLE			DATE		TIME		A.M.	P.M.
NAME											
11. HOW WAS ENTRANCE GAINED?											
12. WHO SECURED BLDG PRIOR TO OCCURENCE?			TITLE			DATE		TIME		A.M.	P.M.
NAME											
13. WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO				D.R. NUMBER							
14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO				WORK ORDER							
16. PERSONS INVOLVED <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT											
NAME		ADDRESS				AGE	SEX	PHONE NUMBER		INDICATE	
										<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
										<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
										<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
										<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
16. IF VEHICLE INVOLVED			LICENSE NO		OWNERS NAME, ADDRESS AND INSURANCE CO						
YEAR		MAKE									
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY											
18. REPORT SUBMITTED BY					NAME			TITLE		DATE	

**INSTRUCTIONS:** This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5, 7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number.  
Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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

Project Title
---------------

Proposer	Address
Contact Person	Phone/Fax

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

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

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

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

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

Consultant	Address
------------	---------

Contact Person	Phone/Fax
----------------	-----------

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

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

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

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

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

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

	<b>Total Dollars</b>	<b>Achieved Levels</b>	<b>Pledged Levels</b>		<b>Total Dollars</b>	<b>Achieved Levels</b>	<b>Pledged Levels</b>
<b>MBE Participation</b>				<b>WBE Participation</b>			
<b>SBE Participation</b>				<b>EBE Participation</b>			
<b>DVBE Participation</b>				<b>OBE Participation</b>			

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

PRICE LIST  
Griffith Park Pony Ride Concession

Pony Ride = \$5

Pony Sweep Ride = \$5

Wagon Ride = \$5

Petting Zoo = Free

School class visits in Pavilion with staff presentation = Free

Birthday Party (2 hour use of Birthday Party Pavilion, pony rides, and train ride included for 10 children) = \$250

Pony Care Experience = \$20 for 1 hour class in Pavilion ring with pony.

Non-riding staffed educational program for children, adults, or veterans with special needs = \$20 per hour in Pavilion ring with pony.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), made this 3-11-16 day of March, 2016, is entered into by and between Griffith Park Pony Ride, Inc., a California corporation (the "**Seller**"), whose address is 4400 Crystal Springs Drive, Los Angeles, California 90027, and Los Angeles Pony Rides Inc., a California corporation (the "**Purchaser**"), whose address is 145 South Van Ness Avenue, Los Angeles, California 90004.

## RECITALS

- A. Seller is engaged in the business of operating a public pony ride concession known as Griffith Park Pony Rides (the "**Concession**") from the City of Los Angeles Department of Recreation and Parks (the "**City**").
- B. Purchaser is participating in a Request for Proposal with the City for the operation and maintenance of the Concession. Purchaser will place or file all paperwork required for the Request for Proposal with the City by March 15, 2016.
- C. If Purchaser is awarded the Concession by the City, then the Seller wishes to sell to the Purchaser, and the Purchaser desires to purchase, the rights of the Seller to the assets listed on Schedule A attached hereto (the "**Purchased Assets**"), subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer and convey, and Purchaser shall purchase all of the Seller's right, title and interest in the Purchased Assets, free and clear of all liens and encumbrances other than (a) liens for taxes not yet due and payable or being contested in good faith by appropriate procedures and (b) mechanics', carriers', workmens', repairmen's or other similar liens arising or incurred in the ordinary course of business consistent with past practice and which are not material to the Purchased Assets ("**Permitted Encumbrances**"). Subject to the terms and conditions set forth herein, the Purchaser shall assume and agree to pay, perform and discharge the liabilities and obligations arising after the Closing under the Purchased Assets.
2. Purchase Price. The aggregate fair market value purchase price for the Purchased Assets shall be \$162,500.00 (the "**Purchase Price**"). The Purchase Price shall be payable by the Purchaser to the Seller in cashier's check form at the Closing.
3. Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place two days before the date Purchaser is approved by the City of Los Angeles, Department of Recreation and Parks to begin operations at the Griffith Park Pony Ride Concession. At the Closing, the Seller shall deliver to the Purchaser a bill of sale in the form of Attachment 1 hereto and duly executed by the Seller, transferring the Purchased Assets to the Purchaser. At the Closing, the Purchaser shall deliver to the Seller (i) the Purchase Price and (ii) such other customary instruments of transfer,

assumption, filings or documents, in form and substance reasonably satisfactory to the Seller, as may be required to give effect to this Agreement.

4. Representations and Warranties of Seller. Seller warrants and represents to the Purchaser as of the date hereof that:

- (a) The Seller is not, to its knowledge, presently involved in any activity or outstanding dispute with any taxing authority as to the amount of any taxes due, nor has the Seller received any notice of any deficiency, credit or other indication of deficiency from any taxing authority that may materially affect the Purchased Assets.
- (b) The Seller is the owner of and has good and marketable title to the Purchased Assets, free from all encumbrances except Permitted Encumbrances.
- (c) All equipment included in the Purchased Assets will be in working condition at the Closing. At the Closing, sixty-five (65) ponies included in the Purchased Assets will be in reasonably good health. Of the sixty-five (65) ponies included in the Purchased Assets, fifty (50) will be trained and able to participate in daily operations of Seller's business; fifteen (15) of which will need training to participate in day to day operations of Seller's business. Sellers will diligently train as many as possible until the Closing with no guarantees that fifteen (15) will be ready by that to participate in the daily operation of Seller's business.
- (d) Except for the representations and warranties contained in this Section 4, neither the Seller nor any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Seller, including any representation or warranty as to the Concession and the Purchased Assets furnished or made available to the Purchaser and its representatives or as to the future revenue, profitability or success of the Concession, or any representation or warranty arising from statute or otherwise in law.

5. Representations and Warranties of the Purchaser.

- (a) Organization and Authority of the Purchaser. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of California.
- (b) Authority of the Purchaser. The Purchaser has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Purchaser of this Agreement, the performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

- (c) No Conflicts; Consents. The execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of the organizational documents of the Purchaser; (b) result in a violation or breach of any provision of any law or governmental order applicable to the Purchaser; or (c) require the consent, notice or other action by any person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which the Purchaser is a party. Except for the award of the Concession to the Purchaser and approval of Purchaser of the contract to operate Griffith Park Pony Rides by the City, no consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
- (d) Sufficiency of Funds; Solvency. The Purchaser has and will have at the Closing sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. Immediately after giving effect to the transactions contemplated hereby, the Purchaser shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of the Purchaser. In connection with the transactions contemplated hereby, the Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.
- (e) Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the Purchaser's knowledge, threatened against or by the Purchaser or any affiliate of the Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.
- (f) Independent Investigation. The Purchaser has conducted its own independent investigation, review and analysis of the Concession and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Seller for such purpose. The Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser has relied solely upon its own investigation and the express representations and warranties of the Seller set forth in Section 4 of this Agreement; and (b) neither the Seller nor any other person has made any representation or warranty as to the Seller, the Concession, the Purchased Assets or this Agreement, except as expressly set forth in Section 4 of

this Agreement. Purchaser agrees to accept the Purchased Assets "as is" without warranty as to their condition and operation after the Closing.

6. Concession Approval. The Purchaser shall place or file all paperwork required for its Request for Proposal to the City on or before March 15, 2016. The parties acknowledge and agree that (a) the Seller may be a bidder for the Concession, (b) this Agreement does not prohibit the Seller from participating in the bidding process, and (c) prior to the Closing, Seller may enter into any other agreement for the purchase and sale of the Purchased Assets with any other person. Purchaser acknowledges that it encourages all bidders for the Concession in an open process.
7. Termination. If (a) Purchaser is not awarded the Concession and Purchaser not approve the concession contract by the City, or (b) the Seller sells a substantial portion of the Purchased Assets to a person other than the Purchaser pursuant to an agreement entered into in accordance with Section 6 above, then this Agreement shall immediately terminate, and shall no longer be binding on Purchaser or Seller. Upon the termination of this Agreement, no money shall be due to Seller from Purchaser and no assets would transfer to Purchaser, with no recourse to either party. Upon such termination, this Agreement will be null and void.
8. Bulk Sales Laws; Transfer Taxes. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to the Purchaser. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be borne and paid by the Purchaser when due. The Purchaser shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees.
9. Survival. All covenants, warranties and representations herein shall not survive the Closing.
10. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the statements in the body of this Agreement will control.
11. Successors and Assigns. This Agreement shall be binding upon the personal representatives, successors and permitted assignees of the parties. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

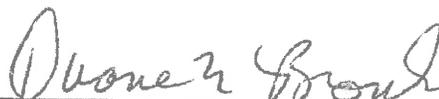
12. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. Governing Law; Jurisdiction. This Agreement shall, in all respects, be governed by the laws and judicial decisions of the State of California without giving effect to any choice or conflict of law provision or rule, and any enforcement actions shall be filed in federal or state courts located in the County of Los Angeles.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**SELLER:**

GRIFFITH PARK PONY RIDE, INC.

By:   
Name: Duane N. Bronk  
Title:

By:   
Name: Hank Bronk III  
Title:

**PURCHASER:**

LOS ANGELES PONY RIDES INC.

By:   
Name: Stephen Weeks  
Title:

## SCHEDULE A

TO ASSET PURCHASE AGREEMENT DATED 3-11-16*Purchased Assets*

1. Rights to the name "Griffith Park Pony Rides", as well as associated telephone numbers, website and domain names, and any social media accounts used by "Griffith Park Pony Rides".
2. Total of sixty-five (65) ponies in reasonably good health (of the sixty-five (65) ponies, fifty (50) will be trained and able to participate in daily operations of Seller's business; fifteen (15) of which will need training to participate in day to day operations of Seller's business. Included in the sixty-five (65) will exist two experienced and trained driving teams (one (1) pony team and one (1) mule team).
3. One (1) covered ride wagon in good working order.
4. Two (2) wagons used for parts.
5. Two (2) sets of wagon harnesses.
6. Two (2) sets of parts wagon harnesses.
7. Forty-four (44) pony saddles in working condition.
8. Three (3) pony sweeps.
9. One (1) sixteen (16) foot four horse trailer.
10. One (1) Ford skip loader tractor in working condition, with attachments.
11. One (1) cash register.
12. One (1) ticket machine.
13. All awnings on site at the Concession, including awnings over wagon team staging area.
14. Minimum of forty-four (44) bridles, halters, reins, and headstalls.
15. Two (2) outbuildings located next to the horse barn on property.
16. Refrigerator, table, and microwave in employee break area.
17. Tools, maintenance equipment, and other equipment necessary for the operation of the Concession as of the Closing.
18. All signs used on property and assorted water and feed buckets necessary for the up-keep of the ponies.
19. All medications and pony health equipment used in the Concession in the possession of the Seller as of the Closing.

Oz B HOTEL

\_\_\_\_\_  
Seller Initials

\_\_\_\_\_  
Purchaser Initials

APPROVED  
07-13-2016

BOARD REPORT

BOARD OF RECREATION  
and PARK COMMISSIONERS

NO. 16-147

DATE July 13, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK PONY RIDE CONCESSION – AWARD OF CONTRACT TO LOS ANGELES PONY RIDES, INC. (CON-M16-001)

AP Diaz \_\_\_\_\_

\*V. Israel  \_\_\_\_\_

R. Barajas \_\_\_\_\_

K. Regan \_\_\_\_\_

H. Fujita \_\_\_\_\_

N. Williams \_\_\_\_\_

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

Approved

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the proposed Agreement with Los Angeles Pony Rides, Inc., herein included as Attachment 1, for the operation and maintenance of the Griffith Park Pony Ride Concession for a period of five years with three one-year renewal options exercisable at the General Manager's sole discretion, subject to review and approval by the Mayor, and the City Attorney as to form;
2. Approve the proposed Price List for the Griffith Park Pony Ride Concession, herein included as Exhibit J;
3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to, the City Attorney for review as to form;
4. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;
5. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of the Griffith Park Pony Ride Concession; and
6. Authorize the General Manager or Designee to execute the proposed Agreement (Attachment 1), and to make any necessary technical changes consistent with the Board's intent in approving the proposed Agreement.

## BOARD REPORT

PG. 2 NO. 16-147

### SUMMARY

On May 4, 2016, the Board of Recreation and Park Commissioners approved Board Report 16-108, which awarded the Griffith Park Pony Ride Concession (Concession) to Los Angeles Pony Rides, Inc., and authorized RAP staff to develop the Concession Agreement. Shortly thereafter, RAP staff met with Los Angeles Pony Rides, Inc., to review all contractual terms and discuss a transition plan between the incumbent operator and Los Angeles Pony Rides, Inc. RAP staff expects a smooth transition with minimal interruption to operations.

The Concession is located at 4400 Crystal Springs Drive, within the Griffith Park area that includes recreational amenities such as hiking trails, horseback riding trails, picnic areas, train rides, and a refreshment stand. The Concession consists of a pergola structure, ticket booth, pony sweep structure, wooden guide rails, corrals, and a metal hay barn. The Concession offers pony rides for children with the appropriate saddlery and tack necessary for the safety of the riders and ponies, a mule or pony-drawn stagecoach ride and a pony sweep ride.

The Concession is currently operated under the terms of Concession Agreement No. 191 which began on June 28, 1979 for a single ten-year term and ended on June 28, 1989, between the City of Los Angeles and Hank William Bronk, (Concessionaire) whose family has operated the Concession since 1980. The Agreement has been operated on a month-to-month basis since its expiration in 1989.

### BACKGROUND

**Transitional and Operational Plan:** Los Angeles Pony Rides, Inc. will begin operation of the Concession with sixty-five (65) experienced ponies and other needed equipment acquired through an asset purchase agreement, which was included in the proposal, signed by the current operator of the pony ride concession. This will assist in a smooth transition between the incumbent operator and new operator. The incumbent operator has approved the new operator's general managers to be on site thirty to forty-five (30-45) days prior to insure a smooth transition. In addition to providing pony rides six days a week (closed Mondays for clean-up, care and rest of the animals, with the exception of holidays or private events), as is currently offered, Los Angeles Pony Rides, Inc.'s business plan includes several additional services and/or amenities that include: educational classes where children learn how to groom and relate to a pony; pony-assisted non-riding therapy for special needs children and adults; and a program to help veterans find assistance through bonding with a pony. A small themed product sales kiosk for purchase of pony related products, a free petting zoo, and private birthday parties will also be offered.

**Capital Improvements:** Los Angeles Pony Rides, Inc. has committed to perform the required concession improvements (deferred maintenance) as listed in the Request for Proposal (RFP) within six months upon execution of the Agreement. In addition to the required improvements, Los Angeles Pony Rides, Inc. included an optional concession improvement plan in its proposal, which includes remodeling the ticket office, adding a petting zoo, pony coral and pony sales kiosk; constructing a birthday party pavilion, landscaping and improvements to the surface of the main pony ring, and installing a state-of-the-art video security system all to be completed within first one hundred twenty (120) days of operations. Both improvement categories, required and optional, are estimated to cost

## BOARD REPORT

PG. 3 NO. 16-147

Eighty-Three Thousand Dollars (\$83,000.00).

**Financial Return to the City:** Los Angeles Pony Rides, Inc.'s proposal includes a twenty-five percent (25%) revenue sharing plan with projected gross revenue of One Million, Twenty-Six Thousand, One Hundred Forty-Four Dollars (\$1,026,144.00) the first year of operation and growing to One Million, Ninety-Five Thousand, Eight Hundred Forty-Two Dollars (\$1,095,842.00) by Year Eight of operation. This would provide the City with approximately Two Hundred Fifty Thousand Dollars (\$250,000.00) in rental income per year, or Two Million (\$2,000,000.00) in rental income for this Concession over the eight-year term of the Agreement. This expected increase in revenue is premised on an increase to the pony ride ticket price from the current \$3 per ticket to \$5 per ticket. Staff has conducted comparative research of pony ride ticket prices, and this price increase is consistent with similar pony ride operations in the region.

### CONCLUSION

Los Angeles Pony Rides, Inc. has met and in some cases exceeded the requirements, as provided in the RFP, to operate the Concession. Los Angeles Pony Rides, Inc. has demonstrated the necessary qualifications, and has proposed a business plan, operation plan, transition plan, and capital improvement plan that will enhance the experience offered to the public. In addition, the financial return to the city is expected to increase, allowing for ongoing and future resources to be available for upkeep, maintenance and repairs. After a thorough evaluation of the Los Angeles Pony Rides, Inc.'s proposal, and following further clarifying discussions, RAP staff recommends approval of the proposed Agreement.

### ENVIRONMENTAL IMPACT STATEMENT

Staff has not yet performed an environmental review as it relates to the capital improvements that have been proposed in concept as part of the proposal submitted by Los Angeles Pony Rides, Inc. Staff will perform an environmental review, and provide a CEQA determination upon concessionaire providing final construction plans.

### FISCAL IMPACT STATEMENT

The Board's approval of the Recommendations, and the execution of a new Agreement for the operation of the Griffith Park pony rides, will have a positive impact on the RAP's General Fund, due to an increase in concessions revenue.

This Report was prepared by LaTricia Jones, Management Analyst II, Partnership and Revenue Branch, Concessions Division.

### LIST OF ATTACHMENTS

- 1) Proposed Agreement for Operation and Maintenance of the Griffith Park Pony Ride Concession  
Exhibit A – Standard Provisions  
Exhibit B –\_Premise Map

BOARD REPORT

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- Exhibit C – Insurance Requirements
- Exhibit D – Remittance Advice
- Exhibit E – Non-Employee Accident Illness Report
- Exhibit F – Special Occurrence and Loss Report
- Exhibit G – Schedule A
- Exhibit H – Schedule B
- Exhibit I – Schedule C Final Subcontracting Report
- Exhibit J – Price List
- Exhibit K – Asset Purchase Agreement

AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF  
THE GRIFFITH PARK PONY RIDE CONCESSION

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

LOS ANGELES PONY RIDES, INC.

subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, sexual orientation or sexual identity shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 18, CITY shall issue a written notice of breach or default to CONCESSIONAIRE, and if CONCESSIONAIRE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to CONCESSIONAIRE, terminate this AGREEMENT without further delay, whereupon CONCESSIONAIRE shall vacate the PREMISES within fourteen (14) calendar days and CITY shall have the right to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, sexual orientation or sexual identity. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

#### **E. Personnel**

1. **Freedom from Tuberculosis**  
For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of the DEPARTMENT, CONCESSIONAIRE shall provide the DEPARTMENT with certificates on applicable employees indicating freedom from communicable tuberculosis.
2. **Qualified Personnel**  
CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate

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**AGREEMENT FOR OPERATION AND MAINTENANCE OF THE  
GRIFFITH PARK PONY RIDE CONCESSION**

THIS Agreement (hereinafter "AGREEMENT") is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and *LOS ANGELES PONY RIDES, INC.* (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "Department") seeks to serve the public by providing pony rides and related services exclusively at the Griffith Park Pony Ride Concession (hereinafter "CONCESSION"); and

**WHEREAS**, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

**WHEREAS**, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT for the improvement, operation and maintenance of the DEPARTMENT'S CONCESSION; and

**WHEREAS**, the DEPARTMENT finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in a Request for Proposals (RFP); and

**WHEREAS**, the DEPARTMENT advertised for proposals for the operation and maintenance of the CONCESSION, to include providing pony rides and related services to the public; and

**WHEREAS**, the DEPARTMENT received and evaluated two (2) proposals which were received on March 15, 2016; and

**WHEREAS**, Los Angeles Pony Rides, Inc. was the only responsive proposer, and selected to provide pony rides and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, the CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at Griffith Park.

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

## **SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set for:

AGREEMENT:	This Concession Agreement consisting of thirty-four (34) pages and eleven (11) exhibits (A-K) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, acting by and through its Department of Recreation and Parks
CONCESSION:	Griffith Park Pony Ride Concession
CONCESSIONAIRE:	<i>Los Angeles Pony Rides, Inc.</i>
DEPARTMENT:	The Department of Recreation and Parks
FACILITY:	The Griffith Park Pony Ride Concession located at 4400 Crystal Springs Drive, Los Angeles, CA 90027.
LAAC:	The Los Angeles Administrative Code
LAMC:	The Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated.

## **SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, CITY hereby grants to CONCESSIONAIRE, subject to all of the terms and conditions of this AGREEMENT, the right and obligation within the CONCESSION to: equip, operate and maintain the Griffith Park Pony Ride at Griffith Park, Los Angeles, CA.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, DEPARTMENT shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

CITY reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance; however the CITY shall consider the desire, views, and financial investment of CONCESSIONAIRE.

### **SECTION 3. PREMISES**

The PREMISES (Exhibit B) subject to this AGREEMENT are located at: 4400 Crystal Springs Drive, Los Angeles, CA 90027. The PREMISES shall include the ticket booth, pergola, wooden guide rails, corrals and metal hay barn. Location of PREMISES as set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by the DEPARTMENT.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, including relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT shall be five (5) years with three (3) one (1) year extension options exercisable at the sole discretion of the Department's General Manager, effective seven (7) days after the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

### **SECTION 5. OPERATING RESPONSIBILITIES**

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. **Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area [at least twenty-five (25) feet] clean and sanitary at all times. No

offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage, refuse, abandoned personal items or personal items left longer than twenty-four (24) hours is collected and disposed of as often as necessary and in no case less than once a day. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by DEPARTMENT. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with the DEPARTMENT'S prior written approval, an enclosed area concealing the trash storage from public view. The department will incur the cost of all garbage pick-up from the main dumpster for the PREMISES during the term of the AGREEMENT.

In addition to the requirements set forth above, CONCESSIONAIRE shall clean all manure from the premises on a daily basis. CONCESSIONAIRE will also clean the metal hay barn and corrals on a daily basis, removing all manure and replacing wet sawdust or straw. Manure will be kept in a manure compound, dumpster trash container or similar device which shall be located so as to prevent offensive odors and insects from bothering patrons. CONCESSIONAIRE shall remove the manure from the premises a minimum of two times each week.

**B. Conduct**

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of the DEPARTMENT.

**C. Disorderly Persons**

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

**D. Non-Discrimination/ Equal Employment Practices/Affirmative Action**

1. CONCESSIONAIRE, in its CONCESSION operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, sexual orientation or sexual identity shall be excluded from participation, denied the benefits of or be otherwise

conduct for a work environment. In the event an employee is not satisfactory, the DEPARTMENT may direct CONCESSIONAIRE to remove that person from the PREMISES.

3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by DEPARTMENT, a Concession Manager of CONCESSIONAIRE'S operations at the FACILITY.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of CONCESSION goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the business. During the days and hours established for the operation of the subject concession, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, the CONCESSIONAIRE shall appoint, subject to written approval by the DEPARTMENT, a new qualified and experienced Concession Manager within 60 days. CONCESSIONAIRE shall act in the capacity of the General Manager until a new General Manager has been appointed. The DEPARTMENT may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein if no appointment has been made within the 60 day time period.

4. **Approval of Employees, Volunteers and Subcontractors**

The DEPARTMENT shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain DEPARTMENT'S written approval of all persons operating under the authority of this AGREEMENT on the PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at the PREMISES to the DEPARTMENT prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers

and subcontractors shall be submitted to the DEPARTMENT for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom the DEPARTMENT would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at the PREMISES. Each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and the DEPARTMENT reserves the right to fingerprint and conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at DEPARTMENT's instruction.

#### **F. Price Schedules**

1. Upon execution of this AGREEMENT, the fees for pony rides, equine classes and birthday parties, as shown in Exhibit J, shall be effective. All future modifications to CONCESSIONAIRE'S fees for pony rides, classes and birthday parties are subject to approval by the GENERAL MANAGER and cannot be changed without prior written approval by the GENERAL MANAGER. Such determination by the GENERAL MANAGER shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. The City seeks to promote both high standards of quality as well as provide services at an affordable rate. All prices shall be prominently posted and shall not exceed prevailing market prices for the same services at similar venues in the surrounding community.

CITY agrees that CONCESSIONAIRE'S sale of merchandise, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by GENERAL MANAGER if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of GENERAL MANAGER. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All merchandise prices shall be comparable to prices charged in similar establishments in the City of Los Angeles. A merchandise price list must be submitted within 30 days of execution of this AGREEMENT.

2. All services offered for sale and/or sold by CONCESSIONAIRE in said PREMISES, must be related to the ordinary business of the CONCESSION.

DEPARTMENT may order the improvement of the quality of any services offered for sale.

**G. Diversion of Business**

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

**H. Equipment, Furnishings, and Expendables**

1. All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property, including, but not limited to:
  - a. A minimum of fifty (50) well-trained ponies suitable for children to ride safely;
  - b. Appropriate saddlery and tack necessary for the proper operation of the pony ride;
  - c. Supplies and feed for the ponies;
  - d. Stagecoach and harness;
2. Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, ponies, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

**I. Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or CITY, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by CITY, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. CITY will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacements of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use City-owned equipment, with prior written consent of DEPARTMENT.

No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of the DEPARTMENT, and

if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

**J. Claims for Labor and Materials**

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

**K. Signs and Advertisements**

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from the DEPARTMENT, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of the Griffith Park Advisory Board and the Cultural Heritage Commission or other appropriate agencies.

The CONCESSIONAIRE shall place a public notice that the CONCESSIONAIRE operates the pony ride. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to the CONCESSIONAIRE.

At FACILITY, CONCESSIONAIRE shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as DEPARTMENT may direct, any and all of its signs and displays on the PREMISES and in connection therewith, and shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

**L. Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for telephone services, which will be in the name of the CONCESSIONAIRE.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause, and from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.

In the event that individual utility meters are not available, CONCESSIONAIRE shall remit, on a monthly basis in conjunction with revenue-sharing payments to DEPARTMENT, the amount of Two Hundred Fifty Dollars (\$250.00) as payment for utilities. Payment of utilities will be subject to increase annually to cover increasing utility costs.

The CONCESSIONAIRE shall reimburse the DEPARTMENT if any utility charges are paid by the DEPARTMENT.

**M. Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines.

**N. Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or DEPARTMENT notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 26, "NOTICES," for mailing address) (Exhibit F). If CONCESSIONAIRE fails to correct hazardous conditions specified by the DEPARTMENT in a written notice, which have led, or in the opinion of CITY could lead, to injury, the DEPARTMENT may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such

PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand.

- O. **Environmental Sensitivity**  
The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.
- P. **Fund Raising Activities**  
CONCESSIONAIRE will be expected to cooperate with Department personnel on all matters relative to the conduct of fund-raising and/or special events at the discretion of DEPARTMENT.
- Q. **Community Outreach**  
CONCESSIONAIRE shall coordinate and cooperate with DEPARTMENT to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.
- R. **Care of Livestock**  
CONCESSIONAIRE shall strictly observe all requirements and directives of the Department of Animal Services of the City of Los Angeles. If CONCESSIONAIRE or his employees appear to have mistreated or endangered any livestock, after a review by a licensed equine veterinarian, the DEPARTMENT may immediately exercise default provisions.
- S. **Amplified Sound**  
No excessive amplified sound, as determined by the DEPARTMENT, is permitted by CONCESSIONAIRE in its operations on PREMISES.
- T. **Security**  
CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by the DEPARTMENT, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.
- U. **Quiet Enjoyment**  
CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT,

shall lawfully and quietly hold, use and enjoy the concession PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon the CONCESSIONAIRE's quiet enjoyment of the concession PREMISES, the DEPARTMENT shall have final determination of any solution to such dispute; the DEPARTMENT's final determination shall be binding upon all parties in such dispute.

#### **V. Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Unit (213) 202-3280."

#### **SECTION 6. IMPROVEMENTS**

CITY shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. CITY reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, completed as stipulated, or completed to the satisfaction of DEPARTMENT. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from the CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 12, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by DEPARTMENT, are subject to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each improvement, the CONCESSIONAIRE shall submit proof of project completion, including invoices and receipts, to the DEPARTMENT. At that point, the DEPARTMENT will inspect the submitted improvement to confirm completion. All improvements shall become the property of the CITY. Additionally, if the value of all completed required and optional improvements is less than the AGREEMENT value, the CONCESSIONAIRE will be responsible for paying the DEPARTMENT the difference within sixty (60) days of written notification or investing the difference in additional concession improvements within twenty-four (24) months, subject to the approval of the GENERAL MANAGER.

CITY reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such

development or improvement may require the suspension or termination of the AGREEMENT. CITY shall not be liable for loss of business which results from the construction of any development or improvements made by the CONCESSIONAIRE to the FACILITY or the PREMISES.

**A. Required Concession Improvements**

CONCESSIONAIRE agrees to make, to the satisfaction of the CITY, the following required improvements to the CONCESSION PREMISES within twelve (12) months of the execution of this AGREEMENT or pay the CITY an amount equal to the value of the specific improvement not completed within sixty (60) days of written notification by the City that said improvement was not completed:

1. Repair/replace water troughs for the ponies.
2. Repair concrete flooring under the pergola.
3. Repair pergola footings.
4. Replace gutters on the barn.
5. Repair roof on barn.
6. Paint the exterior of the ticket office.
7. Paint the pergola structure over the waiting area.
8. Paint the fence around the pony ride track area.
9. Paint the exterior of the metal barn.
10. Landscape pony corrals to provide suitable habitation for the ponies.

The total estimated value of all required CONCESSION improvements is Forty-Four Thousand Dollars (\$44,000.00).

Should the City exercise an option to renew the AGREEMENT, CONCESSIONAIRE agrees to repaint the FACILITY as stated above (Items# 6 – 9), within the first six (6) months of the first option term. CONCESSIONAIRE agrees that maintenance of the landscaping improvement of the pony corrals will be ongoing.

**B. Optional Concession Improvements**

CONCESSIONAIRE agrees to make, to the satisfaction of the CITY, optional improvements to the CONCESSION PREMISES specified below within twenty-

four (24) months of the execution of this CONCESSION AGREEMENT or pay the CITY an amount equal to the value of the specific optional improvements not completed within sixty (60) days of written notification by the City that said improvement was not completed:

1. Remodel Ticket Office.
2. Addition of a Petting Zoo.
3. Addition of a Pony Related Sales Kiosk.
4. Addition of a 12' x 24' Birthday Party Pavilion and a 12' x 24' Pony Corral on northeast side of service road next to barn gate.
5. Resurface and improve the Main Pony Ring.
6. State Of The Art Video Security System.

The total estimated value of all optional CONCESSION improvements is Thirty-Nine Thousand Dollars (\$39,000.00). CONCESSIONAIRE is required to submit construction plans for optional items within 30 days of execution of the AGREEMENT. Optional concession improvements must be approved by the GENERAL MANAGER, which will not be unreasonably withheld or delayed.

**C. Compliance with Applicable Rules and Regulations**

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE in the FACILITY areas, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE'S operations therein. The written approval by DEPARTMENT of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain in CONCESSIONAIRE.

**D. Procurement of Permits and Approvals**

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any Improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to the DEPARTMENT. No permission to begin said Improvements shall be granted by DEPARTMENT prior to CONCESSIONAIRE's obtaining of said permits and approvals.

**E. Subcontractors**

CONCESSIONAIRE shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to CITY evidence of required insurance coverage.

**SECTION 7. HOURS / DAYS OF OPERATION**

The CONCESSION must be open, weather permitting, to the public six (6) days per week, closed Mondays except for holidays or for private events, and a minimum of six (6) hours per day as required by the DEPARTMENT to adequately serve public demand. Hours of operation are dependent upon Griffith Park's operating days and hours, as well as the discretion of the DEPARTMENT.

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of DEPARTMENT. Any deviation from such days and hours shall be subject to the prior written approval of the DEPARTMENT.

**SECTION 8. REVENUE-SHARING FEE PAYMENT**

- A. As part of the consideration for CITY'S granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

The Annual Minimum Revenue-Sharing Guarantee, as follows:

- Two Hundred Fifty-Three Thousand, Five Hundred Thirty-Six Dollars (\$253,536) for year one (1) of the AGREEMENT;
- Two Hundred Fifty-Six Thousand, Three Hundred Eighty-Three Dollars (\$256,383) for year two (2) of the AGREEMENT;
- Two Hundred Fifty-Seven Thousand, Five Hundred Fifty-Four Dollars (\$257,554) for year three (3) of the AGREEMENT;
- Two Hundred Sixty Thousand Dollars (\$260,000) for year four (4) of the AGREEMENT;
- Two Hundred Sixty-Two Thousand, Seven Hundred Two Dollars (\$262,702) for year five (5) of the AGREEMENT;
- Two Hundred Sixty-Five Thousand, One Hundred Seventy-Nine Dollars (\$265,179) for year six (6) of the AGREEMENT;
- Two Hundred Sixty-Seven Thousand, Six Hundred Eighty-One Dollars (\$267,681) for year seven (7) of the AGREEMENT;

- Two Hundred Seventy-Three Thousand, Nine Hundred Sixty Dollars (\$273,960) for year eight (8) of the AGREEMENT; **OR**

25% of gross receipts of all sales, whichever is higher.

Refer to SECTION 8.C for the definition of "Gross Receipts."

If the minimum annual revenue-sharing payment is not met by December 31 of each calendar year, the difference between the actual revenue-sharing payment received by the City of Los Angeles and the minimum annual revenue-sharing payment will be due to the City of Los Angeles by January 15<sup>th</sup> of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

**B. Revenue-Sharing Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit D) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Partnership and Revenue Branch/Concessions Unit  
P. O. Box 86610  
Los Angeles, CA 90086-0610

**C. Gross Receipts Defined**

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. California Redemption Value (CRV);
4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;

5. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;
7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and DEPARTMENT, including discounts to employees, if concurred by DEPARTMENT.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE'S employees or agents;
14. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; CONCESSIONAIRE must reflect on monthly remittance form.
15. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

**D. Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit D), for the month for which a payment is submitted.

**E. Late Payment Fee**

Failure of CONCESSIONAIRE to pay any of the revenue-sharing payments or any other fees, changes, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late revenue-sharing payments by CITY shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular revenue-sharing payment so accepted.

**SECTION 9. ADDITIONAL FEES AND CHARGES**

- A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional

rental payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 5 hereof.

- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, may result in additional charges; however, any such use without the prior written approval of the DEPARTMENT shall also constitute a material breach of AGREEMENT and is prohibited.

#### **SECTION 10. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of the CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of the DEPARTMENT. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

##### **A. Interior of Premises**

- 1. Areas to be Maintained by CONCESSIONAIRE:  
CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and plumbing maintenance in the

interior of the PREMISES, such as lighting fixtures, sinks, and faucets; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, the DEPARTMENT may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or CITY property.

**2. Duties**

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by the DEPARTMENT to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

**B. Exterior of Premises and Common Passageways**

CITY shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by CITY which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, CITY shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with manure or other debris from all operations.

**C. Correction of Conditions Leading to Damage**

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, the DEPARTMENT may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, DEPARTMENT may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

**D. Property Damage and Theft Reporting**

CONCESSIONAIRE shall complete and submit to the DEPARTMENT a "Special Occurrence and Loss Report," in the event that the PREMISES and/or CITY-

owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by the DEPARTMENT.

**E. Damage or Destruction to Premises**

**1. Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

**2. Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

**3. Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require

CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying CITY rent as determined above during the rebuilding of the facility.

4. **Limits of CITY'S Obligation Defined**

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such as pro shops, gift shops, golf car storage facilities, restaurants, food stands, ticket and sales booths, kiosks, theater stage buildings, offices and storage facilities, storage containers owned and/or used by CONCESSIONAIRE, equine housing, etc.

CITY shall be responsible for pest control if pests are found in or on structures or areas maintained by CITY, such as:

1. Open, unfenced areas such as those locations permitted for mobile food vending, bike rentals, coin-operated telescopes, etc.
2. Recreation centers, rental halls, and other facilities occupied in part by CONCESSIONAIRE but maintained by CITY.
3. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and CITY.

Pest control for pests which may cause permanent structural damage to DEPARTMENT property (for example, termite infestation) shall be the

responsibility of CITY. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. DEPARTMENT may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

## **SECTION 11. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of the DEPARTMENT;
5. Overload any floor in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by DEPARTMENT, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of DEPARTMENT, may constitute a hazardous condition that will increase the

risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery, including belted safety saddles, as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;

8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
9. Allow any sale by auction upon the PREMISES;
10. Permit undue loitering on or about the PREMISES;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of DEPARTMENT, any improper, immoral, or unlawful purposes.

## **SECTION 12. RATIFICATION LANGUAGE**

At the request of the DEPARTMENT, and because of the need therefore, CONCESSIONAIRE may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, the DEPARTMENT hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with CONCESSIONAIRE for such services.

## **SECTION 13. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide the DEPARTMENT a sum equal to Forty Thousand Dollars (\$40,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

1. A cashier's check payable to the order of the City of Los Angeles.
- A. **Agreement of Deposit and Indemnity**  
CONCESSIONAIRE unconditionally agrees that in the event of any default, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of checks must be immediately so deposited by the DEPARTMENT.
  - B. **Maintenance of Deposit**  
Said deposit shall be held by CITY during the entire term of the AGREEMENT.
  - C. **Return of Deposit to CONCESSIONAIRE**  
Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by CONCESSIONAIRE as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to material terms and conditions of the AGREEMENT.

#### **SECTION 14. TAXES, PERMITS, AND LICENSES**

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the possessory taxes levied by the State and County upon such interest.
- C. During the entire term of the AGREEMENT, the CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by

the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).

- D. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to the DEPARTMENT, on or before the fifteenth (15<sup>th</sup>) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, the CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.

#### **SECTION 15. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor purport or attempt to assign the AGREEMENT nor transfer or in any manner convey any of the rights or privileges herein granted without the explicit, prior written consent of CITY. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any purported or attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. Any such purported or attempted assignment, transfer, mortgaging, hypothecation or encumbering without the explicit, prior, written consent of the DEPARTMENT shall be a material breach of this AGREEMENT, and the DEPARTMENT at its discretion may terminate the AGREEMENT.

#### **SECTION 16. BUSINESS RECORDS**

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted

pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by DEPARTMENT, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three (3) years thereafter.

**A. Employee Fidelity Bonds**

At the DEPARTMENT'S discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

**B. Cash And Record Handling Requirements**

If requested by DEPARTMENT, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to DEPARTMENT for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

**C. Method of Recording Gross Receipts**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining the DEPARTMENT'S written approval of the specific

register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of providing paper receipts to patrons, have a price display which is and shall remain at all times visible to the public, and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the computerized Point-of-Sale system, including hardware and software, before obtaining DEPARTMENT's written approval of the specific hardware and software to be purchased.

**D. Annual Statement of Gross Receipts and Expenses**

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to the DEPARTMENT, on or before March 15th of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by the DEPARTMENT or his designee, provided sufficient verification of the need for the extension is provided, as accepted by the DEPARTMENT or his designee. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay CITY within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

**SECTION 17. REGULATIONS, INSPECTION, AND DIRECTIVES**

**A. Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity**

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City.

Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

**B. Conformance with Laws**

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by DEPARTMENT with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

**C. Permissions**

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or the DEPARTMENT and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or the DEPARTMENT.

**D. Right of Inspection and Access to Venue**

CITY and the DEPARTMENT, their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform the DEPARTMENT fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

**E. Control of Premises**

CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

**F. Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit G). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit H) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit I) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;
  - b. Interview qualified individuals referred by EWDD; and
  - c. Prior to filling any employment opportunity, the CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

## **SECTION 18. SURRENDER OF POSSESSION**

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or CITY, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and restoration. DEPARTMENT may at his option accept all or a portion of the works, structures, or other improvements on behalf of CITY in lieu of all or a portion of the removal or restoration required herein.

#### **SECTION 19. NOTICES**

A. To CITY:

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Partnerships and Revenue Branch/Concession Unit  
P.O. Box 86610  
Los Angeles, CA 90086-0610

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

CITY shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

B. To CONCESSIONAIRE:

The execution of any notice to CONCESSIONAIRE by DEPARTMENT shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to the CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

*Los Angeles Pony Rides, Inc.  
Attn: Mr. Stephen Weeks  
145 South Van Ness Ave.  
Los Angeles, CA 90004*

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

## **SECTION 20. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provision for City Contracts (Rev. 3/09)
- B. Griffith Park Pony Ride Premises Map
- C. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- D. Remittance Advice Form
- E. Form General No. 87 "Non-Employee Accident or Illness Report"
- F. Special Occurrence and Loss Report
- G. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- H. Schedule B, MBE/WBE/SBE/EVE/DVBE/OBE Utilization Profile
- I. Final Subcontracting Report Form, Schedule C
- J. Price List
- K. Asset Purchase Agreement

In the event of any inconsistency between any of the provisions of this Agreement and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This Agreement exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, and, 7) Exhibit F, etc.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and **CONCESSIONAIRE** has executed the same as of the day and year herein below written.

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

CONCESSIONAIRE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
STREFAN FAUBLE  
Deputy City Attorney

Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: 81-1465375

AGREEMENT Number: \_\_\_\_\_

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**PSC-11. INDEPENDENT CONTRACTOR**

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

**PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

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

**PSC-19. BONDS**

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

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

#### **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

**PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

**PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

**PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1****INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

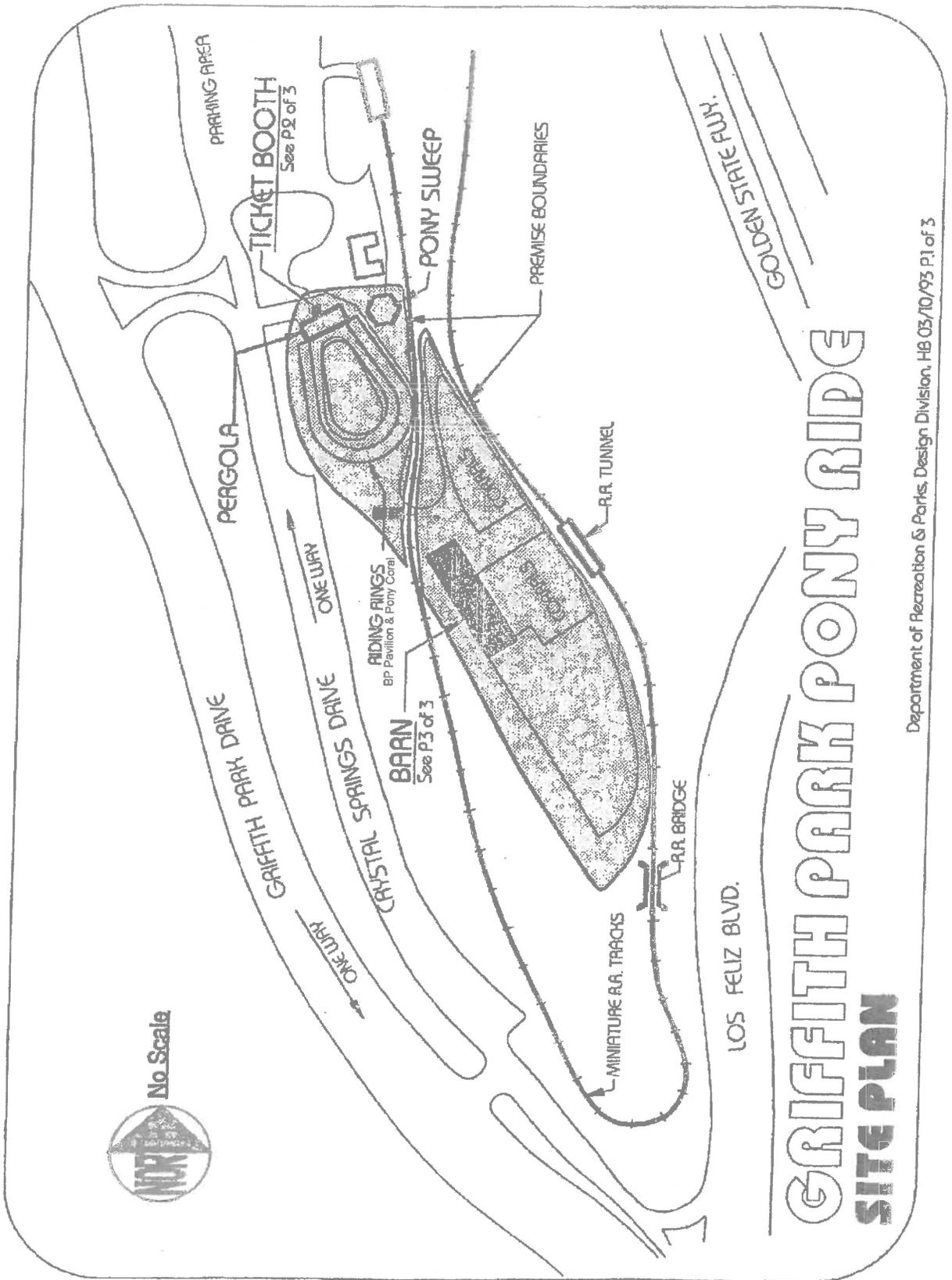
**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

### Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

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

		<u>Limits</u>
<hr/>		
<input type="checkbox"/> <b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC	<u>Statutory</u>
	EL	_____
<input type="checkbox"/> Waiver of Subrogation in favor of City		
<input type="checkbox"/> Longshore & Harbor Workers		
<input type="checkbox"/> Jones Act		
<hr/>		
<input type="checkbox"/> <b>General Liability</b>		
<input type="checkbox"/> Products/Completed Operations		
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		
<input type="checkbox"/> Sexual Misconduct _____		
<hr/>		
<input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work)		_____
<hr/>		
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)		_____
<hr/>		
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)		_____
<input type="checkbox"/> All Risk Coverage		
<input type="checkbox"/> Flood _____		
<input type="checkbox"/> Earthquake _____		
<input type="checkbox"/> Boiler and Machinery		
<input type="checkbox"/> Builder's Risk		
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> <b>Pollution Liability</b>		_____
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> <b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>		100 % of Contract Price
<input type="checkbox"/> <b>Crime Insurance</b>		_____
<hr/>		
<b>Other:</b> _____		
_____		
_____		
_____		



# GRIFFITH PARK PONY RIDE

## SITE PLAN

### Required Insurance and Minimum Limits

Name: Griffith Park Pony Ride Concession

Date: 11/06/2015

Agreement/Reference: CON-M16-001

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

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

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

<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
--	--------------------

**Professional Liability** (Errors and Omissions)

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

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

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

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance**

Other: 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/insuranceForms.htm>

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Attn: Concessions Unit  
P.O. Box 86328  
Los Angeles, CA 90086**

**REMITTANCE ADVICE FORM  
GRIFFITH PARK PONY RIDE CONCESSION  
NAME OF CONCESSIONAIRE**

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_

CATEGORY	GROSS SALES	SALES TAX	NET SALES	RENTAL RATE	AMOUNT DUE
Pony Ride Sales	_____	_____	\$ -	25%	\$ -
Equine Classes	_____	_____	_____	25%	\$ -
Birthday Parties	_____	_____	_____	25%	\$ -
Merchandise Kiosk	_____	_____	_____	25%	\$ -
OTHER:	_____	_____	_____	25%	\$ -
<b>SUB-TOTAL RENT DUE:</b>					<u>\$ -</u>

UTILITIES: water, use of trash dumpsters \$ 250.00

LATE RENT FEE: All payments are due by the 15th for the previous month. \$ -

OCCUPANCY TAX: Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of rent paid \$ -

LATE OCCUPANCY TAX FEE: Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months. \$ -

**SUB-TOTAL DUE:** \$ 250.00

ADJUSTMENTS\*: Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ -

\*NOTE: All amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** \$ 250.00

I hereby certify that this is a true and correct record of the period stated above:

Signature: \_\_\_\_\_

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

Form Gen. 87 (R. 4/09)

City of Los Angeles

Orig.. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting  
 Recreation and Parks

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I - PERSONAL DATA**

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)			2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
			2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN		7. PHONE NUMBER

**PART II - ACCIDENT/INJURY**

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

**PART III - WITNESSES**

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV - STATEMENT OF INJURED PARTY OR WITNESS**

21.

**PART V - EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

**SPECIAL OCCURRENCE AND LOSS REPORT**

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2										
1 NAME OF FACILITY					DATE OF OCCURRENCE		TIME		A.M.	P.M.
2 SUBJECT OF REPORT										
3 EXACT LOCATION OF OCCURRENCE										
4. DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY										
5									ESTIMATE OF DAMAGES	
6 LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)										
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE				DEPT NO	SERIAL NO		APPROX VALUE		
7									TOTAL	
									\$0.00	
8 IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION									AMOUNT	
9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)									TOTAL	
									\$0.00	
10 WHO DISCOVERED LOSS?			TITLE		DATE		TIME		A.M.	P.M.
NAME										
11 HOW WAS ENTRANCE GAINED?										
12 WHO SECURED BLDG PRIOR TO OCCURENCE?			TITLE		DATE		TIME		A.M.	P.M.
NAME										
13 WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO				D.R. NUMBER						
14 HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO				WORK ORDER						
15 PERSONS INVOLVED <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT										
NAME		ADDRESS			AGE	SEX	PHONE NUMBER		INDICATE	
									<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
									<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
									<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
									<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S	
16 IF VEHICLE INVOLVED			LICENSE NO		OWNER'S NAME, ADDRESS AND INSURANCE CO					
YEAR		MAKE								
17 GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY										
18 REPORT SUBMITTED BY				NAME		TITLE		DATE		

COMMENTS

**INSTRUCTIONS:** This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.



**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

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

Consultant	Address
------------	---------

Contact Person	Phone/Fax
----------------	-----------

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

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

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

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

Project Title		Contract No.
Company Name	Address	
Contact Person	Phone	

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

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

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

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

PRICE LIST  
Griffith Park Pony Ride Concession

Pony Ride = \$5

Pony Sweep Ride = \$5

Wagon Ride = \$5

Petting Zoo = Free

School class visits in Pavilion with staff presentation = Free

Birthday Party (2 hour use of Birthday Party Pavilion, pony rides, and train ride included for 10 children) = \$250

Pony Care Experience = \$20 for 1 hour class in Pavilion ring with pony.

Non-riding staffed educational program for children, adults, or veterans with special needs = \$20 per hour in Pavilion ring with pony.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), made this 3-11-16 day of March, 2016, is entered into by and between Griffith Park Pony Ride, Inc., a California corporation (the "**Seller**"), whose address is 4400 Crystal Springs Drive, Los Angeles, California 90027, and Los Angeles Pony Rides Inc., a California corporation (the "**Purchaser**"), whose address is 145 South Van Ness Avenue, Los Angeles, California 90004.

### RECITALS

- A. Seller is engaged in the business of operating a public pony ride concession known as Griffith Park Pony Rides (the "**Concession**") from the City of Los Angeles Department of Recreation and Parks (the "**City**").
- B. Purchaser is participating in a Request for Proposal with the City for the operation and maintenance of the Concession. Purchaser will place or file all paperwork required for the Request for Proposal with the City by March 15, 2016.
- C. If Purchaser is awarded the Concession by the City, then the Seller wishes to sell to the Purchaser, and the Purchaser desires to purchase, the rights of the Seller to the assets listed on Schedule A attached hereto (the "**Purchased Assets**"), subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer and convey, and Purchaser shall purchase all of the Seller's right, title and interest in the Purchased Assets, free and clear of all liens and encumbrances other than (a) liens for taxes not yet due and payable or being contested in good faith by appropriate procedures and (b) mechanics', carriers', workmens', repairmen's or other similar liens arising or incurred in the ordinary course of business consistent with past practice and which are not material to the Purchased Assets ("**Permitted Encumbrances**"). Subject to the terms and conditions set forth herein, the Purchaser shall assume and agree to pay, perform and discharge the liabilities and obligations arising after the Closing under the Purchased Assets.
2. Purchase Price. The aggregate fair market value purchase price for the Purchased Assets shall be \$162,500.00 (the "**Purchase Price**"). The Purchase Price shall be payable by the Purchaser to the Seller in cashier's check form at the Closing.
3. Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place two days before the date Purchaser is approved by the City of Los Angeles, Department of Recreation and Parks to begin operations at the Griffith Park Pony Ride Concession. At the Closing, the Seller shall deliver to the Purchaser a bill of sale in the form of Attachment 1 hereto and duly executed by the Seller, transferring the Purchased Assets to the Purchaser. At the Closing, the Purchaser shall deliver to the Seller (i) the Purchase Price and (ii) such other customary instruments of transfer,

assumption, filings or documents, in form and substance reasonably satisfactory to the Seller, as may be required to give effect to this Agreement.

4. Representations and Warranties of Seller. Seller warrants and represents to the Purchaser as of the date hereof that:

- (a) The Seller is not, to its knowledge, presently involved in any activity or outstanding dispute with any taxing authority as to the amount of any taxes due, nor has the Seller received any notice of any deficiency, credit or other indication of deficiency from any taxing authority that may materially affect the Purchased Assets.
- (b) The Seller is the owner of and has good and marketable title to the Purchased Assets, free from all encumbrances except Permitted Encumbrances.
- (c) All equipment included in the Purchased Assets will be in working condition at the Closing. At the Closing, sixty-five (65) ponies included in the Purchased Assets will be in reasonably good health. Of the sixty-five (65) ponies included in the Purchased Assets, fifty (50) will be trained and able to participate in daily operations of Seller's business; fifteen (15) of which will need training to participate in day to day operations of Seller's business. Sellers will diligently train as many as possible until the Closing with no guarantees that fifteen (15) will be ready by that to participate in the daily operation of Seller's business.
- (d) Except for the representations and warranties contained in this Section 4, neither the Seller nor any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Seller, including any representation or warranty as to the Concession and the Purchased Assets furnished or made available to the Purchaser and its representatives or as to the future revenue, profitability or success of the Concession, or any representation or warranty arising from statute or otherwise in law.

5. Representations and Warranties of the Purchaser.

- (a) Organization and Authority of the Purchaser. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of California.
- (b) Authority of the Purchaser. The Purchaser has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Purchaser of this Agreement, the performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

- (c) No Conflicts; Consents. The execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of the organizational documents of the Purchaser; (b) result in a violation or breach of any provision of any law or governmental order applicable to the Purchaser; or (c) require the consent, notice or other action by any person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which the Purchaser is a party. Except for the award of the Concession to the Purchaser and approval of Purchaser of the contract to operate Griffith Park Pony Rides by the City, no consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
- (d) Sufficiency of Funds; Solvency. The Purchaser has and will have at the Closing sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. Immediately after giving effect to the transactions contemplated hereby, the Purchaser shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of the Purchaser. In connection with the transactions contemplated hereby, the Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.
- (e) Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the Purchaser's knowledge, threatened against or by the Purchaser or any affiliate of the Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.
- (f) Independent Investigation. The Purchaser has conducted its own independent investigation, review and analysis of the Concession and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Seller for such purpose. The Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser has relied solely upon its own investigation and the express representations and warranties of the Seller set forth in Section 4 of this Agreement; and (b) neither the Seller nor any other person has made any representation or warranty as to the Seller, the Concession, the Purchased Assets or this Agreement, except as expressly set forth in Section 4 of

this Agreement. Purchaser agrees to accept the Purchased Assets "as is" without warranty as to their condition and operation after the Closing.

6. Concession Approval. The Purchaser shall place or file all paperwork required for its Request for Proposal to the City on or before March 15, 2016. The parties acknowledge and agree that (a) the Seller may be a bidder for the Concession, (b) this Agreement does not prohibit the Seller from participating in the bidding process, and (c) prior to the Closing, Seller may enter into any other agreement for the purchase and sale of the Purchased Assets with any other person. Purchaser acknowledges that it encourages all bidders for the Concession in an open process.
7. Termination. If (a) Purchaser is not awarded the Concession and Purchaser not approve the concession contract by the City, or (b) the Seller sells a substantial portion of the Purchased Assets to a person other than the Purchaser pursuant to an agreement entered into in accordance with Section 6 above, then this Agreement shall immediately terminate, and shall no longer be binding on Purchaser or Seller. Upon the termination of this Agreement, no money shall be due to Seller from Purchaser and no assets would transfer to Purchaser, with no recourse to either party. Upon such termination, this Agreement will be null and void.
8. Bulk Sales Laws; Transfer Taxes. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to the Purchaser. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be borne and paid by the Purchaser when due. The Purchaser shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees.
9. Survival. All covenants, warranties and representations herein shall not survive the Closing.
10. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the statements in the body of this Agreement will control.
11. Successors and Assigns. This Agreement shall be binding upon the personal representatives, successors and permitted assignees of the parties. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

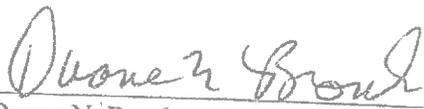
12. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. Governing Law; Jurisdiction. This Agreement shall, in all respects, be governed by the laws and judicial decisions of the State of California without giving effect to any choice or conflict of law provision or rule, and any enforcement actions shall be filed in federal or state courts located in the County of Los Angeles.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**SELLER:**

GRIFFITH PARK PONY RIDE, INC.

By:   
Name: Duane N. Bronk  
Title:

By:   
Name: Hank Bronk III  
Title:

**PURCHASER:**

LOS ANGELES PONY RIDES INC.

By:   
Name: Stephen Weeks  
Title:

## SCHEDULE A

TO ASSET PURCHASE AGREEMENT DATED 3-11-16*Purchased Assets*

1. Rights to the name "Griffith Park Pony Rides", as well as associated telephone numbers, website and domain names, and any social media accounts used by "Griffith Park Pony Rides".
2. Total of sixty-five (65) ponies in reasonably good health (of the sixty-five (65) ponies, fifty (50) will be trained and able to participate in daily operations of Seller's business; fifteen (15) of which will need training to participate in day to day operations of Seller's business. Included in the sixty-five (65) will exist two experienced and trained driving teams (one (1) pony team and one (1) mule team).
3. One (1) covered ride wagon in good working order.
4. Two (2) wagons used for parts.
5. Two (2) sets of wagon harnesses.
6. Two (2) sets of parts wagon harnesses.
7. Forty-four (44) pony saddles in working condition.
8. Three (3) pony sweeps.
9. One (1) sixteen (16) foot four horse trailer.
10. One (1) Ford skip loader tractor in working condition, with attachments.
11. One (1) cash register.
12. One (1) ticket machine.
13. All awnings on site at the Concession, including awnings over wagon team staging area.
14. Minimum of forty-four (44) bridles, halters, reins, and headstalls.
15. Two (2) outbuildings located next to the horse barn on property.
16. Refrigerator, table, and microwave in employee break area.
17. Tools, maintenance equipment, and other equipment necessary for the operation of the Concession as of the Closing.
18. All signs used on property and assorted water and feed buckets necessary for the up-keep of the ponies.
19. All medications and pony health equipment used in the Concession in the possession of the Seller as of the Closing.

*ORZ HAH*

\_\_\_\_\_  
Seller Initials

*EW*

\_\_\_\_\_  
Purchaser Initials

**BOARD REPORT**

**NO.** 16-255

**DATE:** December 14, 2016

**C.D.** 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** RUNYON CANYON PARK – APPROVAL AND REPLACEMENT OF THE EXISTING MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF RUNYON CANYON FOUNDATION, INC. WITH A NEW MEMORANDUM OF UNDERSTANDING FOR SUPPORT OF THE PARK

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

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

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

RECOMMENDATIONS

1. Approve and replace the existing Memorandum of Understanding (MOU) between the Friends of Runyon Canyon Foundation, Inc. (FOR) and the Department of Recreation and Parks (RAP), with a new Memorandum of Understanding (New MOU), attached as Attachment No. 1, redefining the respective responsibilities and roles for fundraising and other support of Runyon Canyon Park, subject to approval of the City Attorney as to form;
2. Authorize the Board President and Secretary to execute the New MOU subsequent to all necessary approvals; and,
3. Direct the Department of Recreation and Parks (RAP) Chief Accounting Employee to maintain the same sub-account in Fund 302 Department 89, Account 89708H (Donations and Gifts) for deposit of any funding provided to RAP through the New MOU.

SUMMARY

The Department of Recreation and Parks (RAP) has a longstanding, successful history of establishing working relationships with outside entities for support of RAP parks and programs. In addition to nonprofit private foundations, corporate sponsors, donors, and organizations providing programs and services to local communities, RAP has entered into various agreements with public-benefit, nonprofit organizations acting as "Friends of" groups who independently fundraise and support RAP parks and programs through monetary, capital, and in-kind contributions to RAP. These relationships have proven to be extremely beneficial to assist with

## BOARD REPORT

PG. 2

NO. 16-255

cost savings for park improvements and programs at little or no cost to RAP, while also benefitting the well-being of local communities and their residents through improved facilities and expanded programs.

FOR is a 501(c)(3) nonprofit public benefit corporation, approved by the IRS in July 2014, and incorporated in California on February 3, 2014. FOR's mission is to raise funds and awareness for the preservation, maintenance, protection, and beautification of Runyon Canyon Park. The primary purpose of RAP's relationship with FOR is to improve the quality of the Park for all visitors. On November 19, 2014, the Board approved the existing MOU between RAP and FOR, under Report No. 14-278, attached hereto as Attachment No. 2, which was executed on April 15, 2015. The existing MOU carries a three-year term, and is due to expire on April 14, 2018.

Runyon Canyon Park is located in the heart of Hollywood, at 2000 N. Fuller Avenue, Los Angeles, California 90046, and comprises 160 acres of hiking, walking, and jogging trails with panoramic views of mountains and cityscape. Additionally, there is a designated off-leash dog area, picnic tables and open space for passive recreational activities. This unique park adjoins one of the most densely populated neighborhoods in Los Angeles with a large, intact native ecology. The distinctive combination of urban and wilderness qualities also makes Runyon Canyon Park a popular site for hiking and fitness recreation.

The proposed New MOU will replace the current MOU, and will redefine the respective responsibilities and roles of RAP and FOR, for fundraising and other support performed by FOR in accordance with agreed terms and conditions, as well as City of Los Angeles and RAP regulations and policies. As with the current MOU, FOR is committed in the New MOU to solicit funding and support through donations and other sources, and to augment current RAP resources. However, the New MOU does not grant FOR any status of exclusivity over any other nonprofit 501(c)3 organization(s) offering support or contributions to RAP for Runyon Canyon Park. RAP shall retain all rights and capacity to consider other 501(c)3 organizations offering financial or on-kind contributions or donations for Runyon Canyon Park.

Additionally, the proposed New MOU will clarify protocols for community outreach and the review of projects, events, and activities proposed by FOR. Under the New MOU, the Hollywood Hills West Neighborhood Council (HHWNC) will have a significant advisory role for FOR proposals which have been vetted and approved by RAP. RAP will also work with the Office of Council District 4 (CD-4), HHWNC, surrounding community stakeholders, and park advocates, to provide RAP with input regarding FOR proposed projects. Under the New MOU, RAP will notify the HHWNC of projects proposed by FOR and approved by RAP, to allow HHWNC to hold a publicly noticed meeting and allow community members and Runyon Park stakeholders the opportunity to provide meaningful feedback and make recommendations to RAP before final agreements are submitted to the Board. Projects will be documented through gift agreements between RAP and FOR, and smaller donations through donation reports, all to be submitted to the Board for final approval in accordance with the RAP's policies and procedures.

BOARD REPORT

PG. 3

NO. 16-255

FISCAL IMPACT STATEMENT:

The New MOU will have no fiscal impact on the RAP General Fund, as FOR proposed projects, events, and activities are to be performed through private donations and other outside resources, at no cost to RAP.

This Report was prepared by Vicki Israel, Assistant General Manager, Partnership and Revenue Branch, and Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed New Memorandum of Understanding
- 2) Board Report No. 14-278 and Current MOU



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES  
ACTING BY AND THROUGH  
THE BOARD OF RECREATION AND PARK COMMISSIONERS  
AND  
FRIENDS OF RUNYON CANYON FOUNDATION, INC.  
ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP  
TO PRESERVE, MAINTAIN AND SUPPORT RUNYON CANYON PARK**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this day of \_\_\_\_\_, 201\_\_, 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 FRIENDS OF RUNYON CANYON FOUNDATION, INC. (hereinafter, "FOR"), a California 501(c)(3) nonprofit public benefit corporation. CITY and FOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

- A. Through its Department of Recreation and Parks ("RAP"), the CITY owns and operates real property commonly referred to as Runyon Canyon Park, located at 2000 N. Fuller Avenue, Los Angeles, California, 90046 ("PARK"), with grounds consisting of approximately 136.76 acres of open-space land, including walking trails, an off-leash dog park, and passive areas, as generally illustrated by the site plan attached hereto and incorporated herein by reference as Exhibit-A.
- B. FOR is incorporated as a State of California 501(c)(3) nonprofit public benefit corporation, whose mission is to raise funds and awareness for preservation, maintenance and beautification of the PARK.
- C. FOR is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FOR are conducted, and all of its corporate powers are exercised, by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FOR Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FOR, with respect to fundraising for maintenance, preservation, and support of the PARK.

CITY and FOR hereby agree and understand as follows:

1. Fundraising.

- a. Authority to Raise Funds. FOR shall be authorized to raise funds for the benefit of the PARK. Any proposed improvements, project proposals, and/or scheduling of on-site park events (collectively FOR Proposal) regarding or within Runyon Canyon Park shall first be subject to an initial review and approval by RAP at the staff level. Any and all funds FOR raises for the PARK shall be used exclusively for RAP approved projects and events, in conjunction with the preservation and maintenance of the PARK. Should RAP approve or support a FOR Proposal, RAP shall notify the Hollywood Hills West Neighborhood Council (HHWNC) to enable them to hold a publicly noticed meeting to allow HHWNC and its

stakeholders the opportunity to provide meaningful feedback and/or recommendation(s) to RAP with sufficient time before a final recommendation is made to the RAP Commission.

- b. Fundraising at the PARK. FOR shall be authorized to conduct fundraising activities during daylight hours at the PARK, in coordination with and subject to prior notice to and approval by RAP. RAP shall retain all rights to conduct its own programs, fundraising, recreational activities, and special events at the PARK at its sole discretion. RAP shall also retain the right to authorize any third-party organizations and/or other individuals or groups the right to conduct fundraising, special events, recreational programs, and other activities for participation or improvement at the PARK, pursuant to RAP's permitting and agreement policies. FOR shall not have any independent authority to authorize third-party activities within the PARK.
  - c. Donor Recognition. Any and all recognition provided to donors supporting the PARK, shall be subject to review and approval by RAP, consistent with the RAP Sponsorship Recognition Policy (Report No. 13-160, June 5, 2013). Should RAP approve or support a FOR Proposal, RAP shall notify the Hollywood Hills West Neighborhood Council (HHWNC) to enable them to hold a publicly noticed meeting to allow HHWNC and its stakeholders the opportunity to provide meaningful feedback and/or recommendation(s) to RAP with sufficient time before a final recommendation is made to the RAP Commission.
  - d. Gift Agreements. Gifts of capital improvements at RAP facilities, equipment, materials, funds, or in-kind services provided to the CITY for the PARK by FOR as gifts, shall be subject to acceptance by the Board of Recreation and Park Commissioners (BOARD), through donation reports and/or negotiated gift agreements executed by and between the CITY and FOR, and when applicable, third-party contributor(s). Such reports and gift agreements shall be prepared by RAP and approved by the City Attorney and the BOARD.
  - e. Right of Entry Permits. The provision of services consisting of events, and or the implementation of improvements at the PARK may, in addition to the above, be subject to the issuance of a Right of Entry Permit ("ROE") by RAP, which shall be determined on a case by case basis. The terms and conditions of the ROE will include a description of the activities to occur, the process involved, and details stipulating the terms and conditions for the permittee's access to the PARK.
  - f. General Access to the PARK. RAP authorizes FOR to have access to the PARK for purposes of conducting surveys and other research in furtherance of FOR's fundraising, public outreach, and proposal preparation. PARTIES agree that by FOR being granted such authorization, and conducting such activities, in no way constitutes RAP's approval of a FOR Proposal, as all FOR Proposals shall be subject to RAP's prior approval, as described in Section 1.a. above. Unless agreed to by RAP in advance and in writing, RAP shall bear no financial obligation associated with any expense incurred by FOR in conducting the activities described above.
2. Term and Termination. The term of this MOU ("TERM") shall become effective on the date of execution by the PARTIES, and shall remain in effect for eighteen (18) months from the date of execution, but not beyond April 14, 2018.

Early Termination - Either PARTY shall have the right to terminate this MOU for any reason during the three (3) year TERM, upon ninety (90) days written notice to the other PARTY.

3. Indemnification. Each PARTY agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this MOU.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or may be judicially determined.

4. Insurance. FOR shall be fully insured, and as a requirement of this MOU, FOR shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R attached hereto and incorporated herein reference as Exhibit B. FOR shall maintain during the TERM of this MOU evidence of insurance acceptable to the CAO Risk Manager and shall obtain approval of such insurance prior to FOR's performance under this MOU and in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit-B and incorporated herein by reference.

5. Signage. No FOR signs or banners of any kind will be displayed in the park or any entrance to the park without prior written authorization by RAP, including but not limited to donor recognition signage which is subject to RAP and BOARD approval and in conformance with the above notification requirements to HHWNC.

6. Publicity. FOR agrees to cooperate and coordinate with respect to the nature, text, and timing of any proposed press release or public announcement(s) concerning the existence of this MOU, the use or promotion of the PARK, the acquisition of any real property, or construction of any improvements at the PARK. Further, any press release, public announcement, marketing materials, or brochures to be prepared by FOR, shall be subject to RAP review and approval prior to any release or implementation.

7. Internet Cross Promotion and Use of Marks. FOR shall not use RAP's trademarks, trade names or logos without RAP's prior written approval.

8. No Joint Venture or Agency Relationship. Nothing herein contained shall be construed to place the PARTIES to this MOU in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. FOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will FOR represent itself to be an agent of the CITY or any of its departments. Nothing in this MOU may be construed to have authorized or vested in FOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

9. Financial Statements. Annual financial statements or financial status reports, including expense reports for FOR, will be provided to RAP within ninety (90) days following the end of FOR's fiscal year (January 1<sup>st</sup> through December 31<sup>st</sup>).

10. Board of Directors. FOR has provided RAP with a current list of the FOR Board of Directors, and agrees to include a subsequent current list of the same each year when submitting its annual financial statement to RAP. If during the TERM of this MOU there is a change to the list provided to RAP previously, FOR agrees to provide RAP with a quarterly update of any changes to the FOR Board of Directors.

11. Disposition of Assets upon Liquidation. FOR's Articles of Incorporation provide that upon liquidation its net assets will be transferred to another California non-profit public benefit corporation with similar purposes, such as the Los Angeles Parks Foundation. RAP shall have no obligation to enter into any MOU or Agreement with such successor organization, unless agreed to by RAP and approved by the BOARD.

12. Incorporation of Documents. The following documents are incorporated and made a part hereof by reference:

Exhibit A: Site Plan

Exhibit B: Insurance Requirements and Instructions for submitting Insurance

Exhibit C: FOR Board of Directors

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

[SIGNATURE PAGE TO FOLLOW]

This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in writing and signed by both PARTIES hereto.

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

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

FRIENDS OF RUNYON CANYON FOUNDATION, INC., a 501(c)(3) California non-profit public benefit corporation

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

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

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

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

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

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

**APPROVED AS TO FORM:**

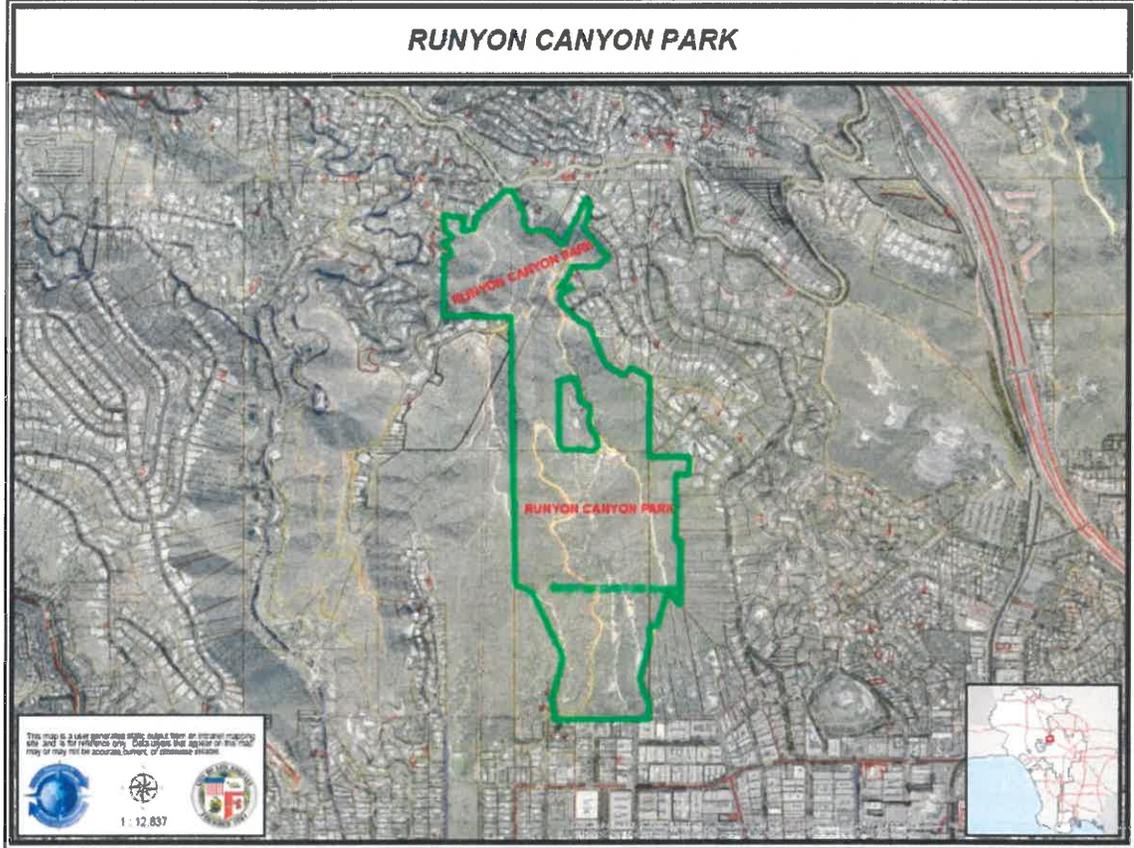
MICHAEL N. FEUER, City Attorney

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

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

**Exhibit A**

**Premises Site Map**



**Exhibit B**

## Insurance Requirements and Instructions for Submitting Insurance

Form Gen 146 (Rev. 3/09)

### Required Insurance and Minimum Limits

Name: Friends of Runyon Canyon Foundation, Inc. Date: 08/01/2014

Agreement/Reference: Runyon Canyon Park, 2000 North Fuller, Los Angeles, CA 90046  
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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

Other: 1) In the absence of imposed auto liability requirements, all vehicles used during the course of this agreement must adhere to the financial responsibility laws of the State of California.  
2) If the Friends of Runyon Canyon Foundation has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirements" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for

single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

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

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

APPROVED  
NOV 19 2014

REPORT OF GENERAL MANAGER

NO. 14-278

DATE: November 5, 2014

BOARD OF RECREATION  
& PARK COMMISSIONERS

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK - MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF RUNYON CANYON FOUNDATION, INC., ESTABLISHING ROLES AND RESPONSIBILITIES FOR FUNDRAISING AND OTHER SUPPORT FOR THE RESTORATION, PRESERVATION AND ENHANCEMENT OF THE PARK

R. Adams	_____	*V. Israel	<u>RAI</u>
R. Borges	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

[Signature]  
General Manager

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

RECOMMENDATIONS:

That the Board:

1. Approve the proposed Memorandum of Understanding (MOU), substantially in the form on file in the Board office, between the City of Los Angeles (City) and Friends of Runyon Canyon Foundation, Inc. (FORC), outlining FORC's responsibilities and roles for fundraising and other support for the restoration, preservation, and enhancement of Runyon Canyon Park, subject to approval of the Mayor and the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed MOU to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the MOU subsequent to all necessary approvals; and,
4. Direct the Department of Recreation and Parks (RAP) Chief Accounting Employee to create a subaccount in Fund 302 Department 89, Account 89708H (Donations and Gifts) for deposit of any funding provided to RAP through this MOU.

SUMMARY:

Located in the heart of Hollywood at 2000 N. Fuller Avenue, Los Angeles, California 90046.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 14-278

Runyon Canyon Park (Park) comprises 160 acres of hiking, walking, and jogging trails with panoramic views of mountains and cityscape. Additionally there is a designated off-leash dog area and picnic tables. This unique park adjoins one of the most densely populated neighborhoods in Los Angeles and yet the Park's native ecology remains largely intact. The distinctive combination of urban and wilderness qualities also makes the Park a popular locale for fitness activities.

In late 1984, after twenty (20) years of development battles and neglect prior to RAP becoming involved with the property, Runyon Canyon became available for sale. The Santa Monica Mountains Conservancy raised four million dollars (\$4,000,000.00) and the City of Los Angeles contributed the remaining one million, six hundred thousand dollars (\$1,600,000.00) to acquire the property. Once the purchase was completed, the land was dedicated as a City park in perpetuity. In February 1985, the City hired the design firm of Community Development Planning and Design, to plan for the future development of Runyon Canyon as a City park. Work on that project began in May of 1985. The resulting "Master Plan" established the Park's regional significance, yet respected the needs of the surrounding neighborhoods.

FORC supports the Runyon Canyon Park Master Plan, and desires to fundraise to restore, preserve, and enhance the Park based on the goals identified in the 1986 Master Plan, which include but are not limited to: (1) maintain a large part of the site as an urban wilderness area; (2) make the Park a safe place for all users; (3) protect the uniqueness of Runyon Canyon as a wilderness area juxtaposed with the City's past and present; (4) allow people to learn about the urban wilderness and how to enjoy, respect, and protect the unique quality of the Park; (5) limit the development of primary facilities to the "old estate area" of Runyon Canyon (which before the fires of 1972 included a mansion originally named "San Patrizio" and later referred to as "The Pines", a guest house also known as the "cottage hotel," and a futuristic "play resort" which included a country club pool pavilion & tennis courts) to be consistent with past development and to protect the rest of the Canyon; (6) meet the special needs of the surrounding community and the needs of Los Angeles residents for open space; and (7) encourage community involvement in Runyon Canyon to address the community's needs and develop a group who cares about the Park.

FORC is a 501(c)(3) non-profit public benefit corporation, approved by the IRS in July 2014, whose mission is to assist in the restoration, preservation, and enhancement of the Park through public-private collaboration. FORC was incorporated in California on February 3, 2014, for the purpose of improving the quality of the open space for visitors, while also improving the quality of life for neighboring residents. FORC is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FORC are conducted and all of its corporate powers are exercised by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FORC's Bylaws.

REPORT OF GENERAL MANAGER

PG. 3

NO. 14-278

FORC's focus, as stated in the MOU, is based on the 1986 Master Plan, and includes the following main objectives: (1) Identify a short and long term solution for sanitation issues and lack of water, as well as, parking and neighborhood quality of life; (2) Provide the Park with a full-time Ranger and Ranger Station, public restrooms and running water, visitor parking, and improved general maintenance and reestablishment of the full Master Plan; (3) Resolve the misuse of the Park, off-leash dog concerns, after hours usage, and dog defecation issues through gate closures and park oversight; and, (4) Address environmental impact, trail erosion, and trail marking concerns through trail maintenance plans and the installation of items as park benches, trash containers, and dog waste bag stations.

FORC is committed to acquire private funding and donations to augment current City resources for the Park, obtain consensus among stakeholders, provide a plan for improvements and enhancements to the Park, subject to RAP approval, and to assist RAP by performing competitive contractor selection(s) in conformance with RAP standards. In doing so, FORC would manage their own resources to recommend changes within the Park and maintain records of projects, including budgets and volunteer logs, while providing RAP with transparent financial records. Major projects funded by FORC, subject to RAP's prior concurrence and approval, will be reported to the Board for acceptance through gift agreements between the City and FORC, and smaller project donations through donation reports.

While potential roles for other organizations are not included in the proposed MOU, FORC has communicated their intention to collaborate with Council District 4, Hollywood Hills West Neighborhood Council, and independent contractors for the purpose of fulfilling their and RAP's objectives at Runyon Canyon. Collaborative in nature, FORC envisions the developments made in conjunction with the MOU will involve these four (4) main entities. RAP will continue to play the primary role in all proposed projects and activities, assuring safety and maintainability, as well as, providing approval for all design changes and enhancements. Council District 4 would be looked upon to provide guidance and fund raising assistance, while also supporting the facilitation of communication with the surrounding community. Hollywood Hills West Neighborhood Council would be involved in engaging community stakeholders and providing feedback. Thus, FORC would have the ability to focus on the identification and solicitation of private funding, and obtaining consensus. All proposed projects will be submitted to RAP for review and approval prior to implementation, and Board approval when required.

Staff has discussed the proposed MOU with the Assistant General Manager of the Planning, Construction, and Maintenance Branch, with the staff of Council District 4, and each supports the MOU and concurs with staff's recommendations.

FISCAL IMPACT STATEMENT:

Improving and enhancing Runyon Canyon Park is work that RAP is not budgeted to perform.

REPORT OF GENERAL MANAGER

PG. 4            NO. 14-278

Therefore, this MOU with FORC will contribute to the City by potentially providing increased quality of life for the public's benefit, at no cost to the City, and restoring and preserving this Park's legacy into the future.

This report was prepared by Joel Alvarez, Senior Management Analyst, and Cassandra Reyes, Senior Recreation Director II, Partnership Division.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES  
ACTING BY AND THROUGH  
THE BOARD OF RECREATION AND PARK COMMISSIONERS  
AND  
FRIENDS OF RUNYON CANYON FOUNDATION, INC.  
ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP  
TO RESTORE, PRESERVE, ENHANCE, AND SUPPORT RUNYON CANYON PARK

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this 15<sup>th</sup> day of April, 2015, 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 FRIENDS OF RUNYON CANYON FOUNDATION, INC. (hereinafter, "FORC"), a California 501(c)(3) nonprofit public benefit corporation. CITY and FORC may be referred to herein individually as "PARTY" or collectively as "PARTIES".

- A. Through its Department of Recreation and Parks ("RAP"), the CITY owns and operates real property commonly referred to as Runyon Canyon Park, located at 2000 N. Fuller Avenue, Los Angeles, California, 90046 ("PARK"), with grounds consisting of approximately 136.76 acres of open-space land, including walking trails, a tennis court in dire need of refurbishment, off-leash dog park, and passive areas, as generally illustrated by the site plan attached hereto and incorporated herein by reference as Exhibit-A.
- B. FORC is incorporated as a State of California 501(c)(3) nonprofit public benefit corporation, whose mission is to restore, preserve, and enhance the PARK for present and future generations.
- C. FORC is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FORC are conducted and all of its corporate powers are exercised by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FORC' Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FORC, with respect to fundraising for, and the restoration, preservation and enhancement of the PARK.

CITY and FORC hereby agree and understand as follows:

1. Fundraising.

- a. Authority to Raise Funds. FORC is authorized to raise funds for the benefit of the PARK. All funds raised for the PARK shall be used exclusively for the preservation and maintenance, restoration, enhancement, and other activities and related purposes in support of the PARK.

- b. Fundraising at the PARK. FORC shall be authorized to conduct fundraising activities during daylight hours at the PARK, in coordination with and subject to prior notice to and approval by RAP. RAP shall retain the right to conduct its own programs, fundraising, recreational activities, and special events at the PARK at its sole discretion. RAP shall also retain the right to authorize third-party organizations and/or individuals to conduct fundraising, special events, recreational programs, and other activities at the PARK, pursuant to RAP permitting and agreement protocols in accordance with RAP Policies. In the event of RAP authorizing such third-party events and/or activities, RAP will use its best efforts to provide FORC with advanced notice upon RAP's receipt of any third-party applications(s) for organized, structured activities or event permits related to the use of areas within the PARK.
          - c. Donor Recognition. Subject to prior approval by RAP, FORC is authorized to offer recognition to donors consistent with existing RAP naming and recognition policies approved by the Board of Recreation and Parks Commissioners ("BOARD") (Reports No. 13-160, "Sponsorship Recognition Policy and Guidelines" and 13-161, "Naming Policy Procedures and Guidelines"). FORC may propose deviations to policies or additional donor recognition on a case-by-case basis in connection with an RAP Gift Agreement, subject to prior review by RAP and BOARD approval.
          - d. Gift Agreements. Gifts of capital improvements at RAP facilities, equipment, materials, funds, or in-kind services provided to the CITY for the PARK by FORC as gifts shall be subject to negotiated Gift Agreements, executed by and between the CITY and FORC and/or third-party contributor(s), prepared by RAP and approved by the BOARD, the City Attorney, the Mayor, and City Council as required.
          - e. Right of Entry Permits. The provision of services consisting of events, and or the implementation of improvements at the PARK may be subject to the issuance of a Right of Entry Permit ("ROE") by RAP, which shall be determined on a case by case basis. The terms and conditions of the ROE will include a description of the activities to occur, the process involved, and details for the permittee's access to the PARK.
2. Term and Termination. The term of this MOU ("TERM") shall become effective on the date of execution by all PARTIES and shall remain in effect for three (3) years from the date of execution. The CITY and FORC agree and understand that CITY and FORC intend, but are not obligated, to negotiate and execute a subsequent agreement pursuant to the terms and conditions of this MOU, and/or that includes additional roles and responsibilities such as relating to the operation and maintenance of the PARK.

Early Termination - Either Party shall have the right to terminate this MOU for any reason during the three (3) year TERM, upon ninety (90) days written notice to the other Party.
3. Use of the PARK by FORC. CITY and FORC agree that use of various areas and facilities within the PARK are necessary from time to time, and appropriate within the scope of FORC's mission.

- a. Meetings. FORC is authorized to use the PARK grounds at no-charge for meetings in furtherance of FORC's purposes, subject to prior notification to and approval by RAP.
- b. FORC Activities. FORC is authorized to use the PARK grounds to conduct FORC activities, including but not limited to gardening and agricultural events, educational nature and historical tours and events, and fundraising activities for both the public and/or select groups, subject to prior approval by RAP, in support of FORC' specific purposes to support the PARK. Out-of-pocket expenses such as, but not limited to, staff (RAP or other), equipment rental fees, supplies, catering, permits, licenses, certifications, etc., shall be paid by FORC at no cost to the CITY. In alignment with the Runyon Canyon Park Master Plan created in 1986 there will be no activities related to automobiles, bike riding on trails and service roads, public unsupervised camping, or motorized carts in the park.
- c. Other Activities. Use of any portion of the PARK grounds by any third-party organizations or individuals is not permitted, and are subject to an independent Use Permit issued by RAP, in accordance with existing RAP policies and Schedule of Rates and Fees, which may be replaced by a site-specific use policy and associated schedule of rates and fees to possibly be developed in the future.

4. Indemnification. Each PARTY agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this MOU.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or may be judicially determined.

5. Insurance. FORC shall be fully insured, and as a requirement of this MOU, FORC shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R attached hereto and incorporated herein reference as Exhibit B. FORC shall maintain during the TERM of this MOU evidence of insurance acceptable to the CAO Risk Manager and shall obtain approval of such insurance prior to FORC' performance under this MOU and in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit-B and incorporated herein by reference.

6. Intellectual Property. The arrangements between the PARTIES with respect to intellectual property rights will be set out in license agreements negotiated and executed by and between PARTIES, approved in writing by the BOARD, City Attorney, Mayor, and City Council as required. This MOU shall not supersede the terms of any existing or future executed license agreements.

7. Publicity. PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this MOU, the use or promotion of the PARK, the acquisition of any real property, or construction of any

improvements at the PARK, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PARK. Further, any press release, public announcement, marketing materials, or brochures prepared by either PARTY, shall appropriately acknowledge the contributions of both PARTIES. To the extent stipulated in any grant agreement, PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either PARTY, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

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

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

For clarification with respect to activities, announcements, brochures, etc., FORC is required to coordinate with RAP generally whenever there is an implied commitment, involvement, or support of CITY. The RAP publicity related protocols and required coordination between FORC and RAP apply when FORC is having an event/activity in Runyon Canyon Park, when FORC is using the RAP Logo, and/or when FORC is using the standard phrase, “In collaboration with the LA City Department of Recreation and Parks.” FORC is not required to coordinate with RAP for the purposes of performing the primary business of the corporation (i.e., Fundraising), for example: fundraising events and activities conducted off the grounds of the PARK, in FORC Website content unrelated to this MOU, and for general FORC business meetings.

8. Signage. No signs or banners of any kind will be displayed unless previously approved in writing by the BOARD and/or RAP. CITY may require removal or refurbishment, at FORC's expense, of any sign previously approved. Requirements for signage shall be stipulated in a separate project permit or agreement if applicable, in accordance with CITY policies.

9. Internet Cross Promotion and Use of Marks. CITY shall cooperate with FORC in reasonably maintaining or providing links to FORC Internet sites on the pages dedicated by CITY to the PARK and FORC shall cooperate with CITY in reasonably maintaining or providing links to CITY and the PARK Internet sites. Otherwise, neither party shall use the other's trademarks, trade-names or logos (each, a “MARK”) without the prior written approval of FORC or RAP, respectively. Notwithstanding the clarifications in Section 7 above, each MARK shall remain the sole and exclusive intellectual property of the respective party.

10. No Joint Venture or Agency Relationship. Nothing herein contained shall be construed to place the PARTIES to this MOU in the relationship of a joint venture, association, partnership,

or other form of a business organization or agency relationship. FORC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will FORC represent itself to be an agent of the CITY or any of its departments. Nothing in this MOU may be construed to have authorized or vested in FORC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

11. CITY Priorities. RAP will provide FORC, from time to time, with information on the PARK's needs in terms of funding, support, or programming, which the Board of Directors of FORC shall take into account in determining the use of FORC's assets.

12. FORC Priorities. FORC will provide RAP, from time to time, with proposed projects for RAP's consideration, particularly with regard to capital improvements, programming, sponsorship opportunities, and other forms of support for the PARK.

13. Financial Statements. Annual financial statements or financial status reports, including expense reports, for FORC will be provided to RAP at the end of FORC's fiscal year.

14. Disposition of Assets upon Liquidation. FORC's Articles of Incorporation provide that upon liquidation its net assets will be transferred to another California non-profit public benefit corporation with similar purposes. RAP shall have no obligation to enter into any MOU or Agreement with such successor organization, unless agreed to by RAP and approved by the Board in writing.

15. Incorporation of Documents. The following documents are incorporated and made a part hereof by reference:

Exhibit A: Site Plan

Exhibit B: Insurance Requirements and Instructions for submitting Insurance

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit B.

[SIGNATURE PAGE TO FOLLOW]

This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties hereto.

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

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

FRIENDS OF RUNYON CANYON FOUNDATION, INC., a 501(c)(3) California non-profit public benefit corporation

By: *John Patraw*  
President

By: *John Gile*  
John Gile, President

By: *Stacy D. Hill*  
Secretary

By: *Donald Andres*  
Donald Andres,  
Vice President & Treasurer

Date: 4/15/15

Date: 31 March 2015

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: *Michael N. Feuer*  
Deputy City Attorney

Date: 4/15/2015

Exhibit A

Premises Site Map



Exhibit B

Insurance Requirements and Instructions for Submitting Insurance

Form Fm 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: Friends of Runyon Canyon Foundation, Inc. Date: 06/01/2014

Agreement/Reference: Runyon Canyon Park, 2000 North Fuller, Los Angeles, CA 90046

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

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

Other: 1) In the absence of imposed auto liability requirements, all vehicles used during the course of this agreement must adhere to the financial responsibility laws of the State of California.  
2) If the Friends of Runyon Canyon Foundation has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirements" located at <http://cao.lacounty.org/risk/InsuranceForms.htm>

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

- 1. Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
- 2. When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
- 3. Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

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

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

**BOARD REPORT**

NO. 16-256

DATE: December 14, 2016

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TREGNAN GOLF ACADEMY – RELEASE OF A REQUEST FOR PROPOSAL FOR A DIRECTOR OF INSTRUCTION; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE II, SECTION 1.

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____



\_\_\_\_\_

General Manager

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

RECOMMENDATIONS

1. Approve a Request for Proposal (RFP) for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy, for a one-year contract, with two one-year extension options at the sole discretion of the General Manager, herein included as Attachment 1, subject to review and approval by the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFP to the City Attorney for review and approval as to form;
3. Direct Department of Recreation and Parks (RAP) staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process for the Director of Instruction for Youth, Family and Seniors Professional Services Contract;
4. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services; and,
5. Authorize the General Manager or Designee to make any necessary technical changes to the RFP to implement the Board's intentions.

SUMMARY:

In July 2000, the Golf Division began operation of the Tregnan Golf Academy (TGA) in Griffith Park. This state-of-the-art training and practice facility features three practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center. TGA serves the community as an affordable introduction to golf, providing the skills, knowledge and confidence to play; ensuring the golf programs are accessible, affordable, and enjoyable. To date, approximately twenty-five thousand (25,000) youth, five hundred (500) women, and three

## BOARD REPORT

PG. 2 NO.16-256

hundred (300) seniors have participated. Lessons and fees at TGA are:

<b>Title</b>	<b>Duration</b>	<b>Fees</b>
Open Enrollment (Ages 7-17)	Nine 1.5 hour sessions	\$85.00
Little Linksters & Pro Linksters (Ages 5-6)	Nine 1 hour sessions	\$60.00
Summer/Winter/Spring Camp	Per week	\$150.00
Junior Tour at Harding/Roosevelt/Los Feliz	Nine weeks	\$85.00
Family Golf	Four 1.5 hour sessions	\$70.00
Senior Golf & Mom's Day Out	Seven 1.5 hour sessions	\$80.00

Outreach to youth helps grow future play of golf in the City. Part of TGA's mission is to reach underserved youth who have limited access to golf programs. RAP's assistance includes discounted registration fees and transportation from approximately twelve (12) RAP Recreation Centers. On occasion, scholarships are available to youths in need of financial assistance. Scholarships have been made possible by donations from private parties, corporations, and the American Legion.

Recently, TGA provided nine-week classes with the following number of youth registrants:

<b>Year</b>	<b>Session</b>	<b>Boys</b>	<b>Girls</b>	<b>Total</b>
2015	Winter Classes	219	151	370
	Spring Classes	253	163	416
	Early Summer Classes	222	146	368
	Late Summer Classes	251	163	414
	Fall Classes	239	155	394
2016	Winter Classes	217	137	354
	Spring Classes	253	153	406
	Early Summer Classes	230	138	368
	Late Summer Classes	270	139	409
	Fall Classes	221	155	376

All participants learned the rules, etiquette, and safety regulations of golf; and received skill development instruction to compete in golf tournaments and learned to play the game at an advanced level.

In July 2009, an RFP was released for Golf Youth Instructor (Board Report No. 09-195) (Attachment 2) resulting in the receipt of two proposals. On July 14, 2010, Contract No. 3321 was executed between the City of Los Angeles and Jeffrey T. Barber (Barber) for Golf Youth Instructor Services for a term of one year with two one-year extension options to renew (Board Report No. 10-127) (Attachment 3). Two Amendments were approved by the Board which extended Mr. Barber's contract to years four and five, and years six and seven, respectively. Year seven is scheduled to terminate on June 30, 2017.

## BOARD REPORT

PG. 3 NO. 16-256

The existing contract and amendments contain contract ceilings for Annual Salary based on Forty-hour work weeks. The last five years have remained unchanged at Thirty Dollars (\$30.00) per hour. Mr. Barber was also permitted to use the RAP Facility to provide/profit from private lessons for a Ten Percent (10%) Facility Use Fee. Under a new RFP, RAP staff recommends updating the hourly wage to a maximum of Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour, or based on a Forty-hour maximum work week – Three Thousand Dollars (\$3,000.00) bi-weekly. Allowing for two weeks unpaid time off, this would result in a one-year contract ceiling of Seventy-Five Thousand Dollars (\$75,000.00), or Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) if both one-year extension options are approved by RAP. Proposers may elect to propose an amount below the contract ceiling to be competitive. The private lesson option has been removed from the RFP but is available under a different program administered by RAP.

RAP Staff has developed and is ready to release an RFP, at the direction of the Board, to continue and expand the golf program to other golf facilities in the City with a revised focus to youth, family and seniors. This will include the development and implementation of a golf class curriculum for these groups under various ability levels and accommodating those with special needs in accordance with Professional Golfers' Association of America (PGA) guidelines.

### Evaluation Process

The evaluation process consists of two Levels: Level I is a check and review for compliance and submittal documents. Level II is a comprehensive evaluation of proposals by a panel composed of City employees, though RAP reserves the right to use outside individuals to assist with or perform the evaluation. Proposers must successfully pass Level I to proceed to Level II.

The responsive proposals to Level I will be evaluated on the criteria below (Level II):

- Background and Experience (50 points)
- Curriculum (30 points)
- Compensation (20 points)

### Recommendation

The highest ranked proposer will be recommended for a one-year contract, with two one-year extension options exercisable at the sole discretion of the General Manager, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) per year and Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) over the term of the contract.

The compensation amount is an estimate, and RAP does not guarantee that the maximum amount will be reached. The contract awarded through this RFP shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev. 3/09).

The RFP will be advertised in the *Daily Journal* and the PGA Job Finder website; available on the RAP website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by the Golf Division. The anticipated time of completion for this RFP process is approximately six to seven months.

## BOARD REPORT

PG. 4 NO.16-256

Interested parties will be invited to a pre-proposal conference to be held approximately three weeks after the release of the RFP in order to provide proposers with a review of the submittal documents and compliance documents.

Funding for service will be provided from RAP Municipal Recreation Program, Fund 52H, Department 89, Golf Account 3150.

### Charter Section 1022 Determination

On October 14, 2016, the Personnel Department completed a Charter Section 1022 review and determined that there are currently no City employees that can perform the services being proposed for contracting. RAP does not have personnel with the necessary knowledge and expertise to provide for the development and implementation of golf class curriculum or specialized instruction that is critical to the program's development, including the requirement of maintaining Class "A" PGA certification status during the term of the contract. These skills are beyond City staff's abilities or experience; therefore, it is more feasible to secure these services through a professional services contract.

### ENVIRONMENTAL IMPACT STATEMENT

Approval and release of the RFP does not impact the California Environmental Quality Act (CEQA) Guidelines.

### FISCAL IMPACT STATEMENT

Releasing the RFP has no impact on RAP's General Fund.

This Report was prepared by Stanley Woo, Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

### LIST OF ATTACHMENTS

- 1) RFP for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy
- 2) Board Report No. 09-195
- 3) Board Report No. 10-127



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposal (CON-XXX-XXX)

### DIRECTOR OF INSTRUCTION

For Youth, Family and Seniors  
At Tregnan Golf Academy



**Release Date:** December 28, 2016  
**Pre-Proposal Conference:** January 10, 2017 (see Exhibit B)  
**Due Date:** February 7, 2017 (see Exhibit B)

**Deliver To:** City of Los Angeles  
Department of Recreation and Parks  
Board of Recreation and Park Commissioners  
221 N. Figueroa Street, 3<sup>rd</sup> Floor, Rm. 300  
Los Angeles, CA 90012

RFP Coordinator: Stanley Woo, Management Analyst II  
Email: [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org)  
Telephone: (213) 202-4323  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)  
<http://www.labavn.org/>

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**REQUEST FOR PROPOSALS  
FOR  
DIRECTOR OF INSTRUCTION**

**I. INTRODUCTION**

The City of Los Angeles (City) Department of Recreation and Parks (RAP) is pleased to offer an opportunity for a well-qualified individual to serve as Director of Instruction at Tregnan Golf Academy (TGA) (Exhibit I) in Griffith Park.

Built by private donations and foundation grants, TGA is a state-of-the-art training and practice facility designed primarily for youth. TGA features 3 practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center.

A golf instruction program was developed at TGA to include golf playing rules, etiquette, safety regulations and specialized instructions. The program was designed to target underrepresented groups, such as youth and seniors. With the assistance of a Director of Instruction, RAP may expand the program to other golf courses throughout the City.

Proposers should demonstrate the ability to operate this type of business under guidelines of the Professional Golfers' Association (PGA), and document compliance with appropriate laws and regulations. Instructions to Proposers are provided in Exhibit B.

The selected proposer (Contractor) shall demonstrate the ability to implement a youth, family and seniors instruction program (Program) that will meet or exceed RAP objectives and incorporate innovative ideas as approved by RAP.

**II. OBJECTIVE**

RAP seeks an experienced contractor to continue the development and operation of a program directed at youth, family and seniors. This includes developing a golf class curriculum in accordance with PGA guidelines.

The objective of this Request for Proposal (RFP) is to enter into a Professional Services Contract (Contract) with the most qualified proposer responding to this RFP. Proposers must have experience in golf instruction to youth, family and seniors at public or private golf courses. Preference will be given to proposers who have earned Class "A" (PGA) status.

The term of this Contract will be one year, with two one-year renewal options, exercisable at the sole discretion of the General Manager. Compensation will not exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour, Forty (40) hours per week, with a maximum of two thousand (2,000) hours per year. Note: two thousand (2,000) hours = fifty (50) forty (40)-hour work weeks. Compensation will not exceed Seventy-Five Thousand Dollars (\$75,000.00) per year, and total compensation over the

possible three year term of the contract will not exceed Two Hundred Twenty-five Thousand Dollars (\$225,000.00). Proposers shall indicate acceptable hourly compensation at or under the Thirty-Seven Dollars and Fifty Cents (\$37.50) limit.

Contract amounts stated herein are an estimate; there is no guarantee that the total compensation amount will be reached. RAP guarantees no minimum amount of business or compensation. The Contract awarded through this RFP shall be subject to funding availability and to earlier termination by RAP, as provided in Standard Provisions for City Contracts (Rev. 3/09) (Exhibit A).

RAP will provide equipment and materials necessary for the golf program, such as golf clubs, instructional golf equipment and training aids for participants.

### **III. DUTIES AND RESPONSIBILITIES**

Under the guidance and direction of the Golf Manager or Designee, Contractor must be willing and able to commit to the following:

1. Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to continue development and operation of the Program.
2. Develop and implement golf curriculum and instruction with varied ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including but not limited to:
  - a. Golf playing rules, etiquette, and safety regulations.
  - b. Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - c. Preparation for tournament and advanced play.
3. Provide professional golf instruction and spend at least fifty percent (50%) of the total number of hours on direct instruction activities.
4. No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
5. Assist with managing operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
6. Implement golf class programs, including supervising the execution of curriculum by RAP employed instructors.

7. Assist with selection and training of RAP employed instructors.
8. Expand the current Program developed for TGA to other City golf facilities.
9. Organize golf tournaments and special events for Program participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
10. Assist with securing sponsorship from, and developing partnership opportunities with, the private sector.
11. Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
12. Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILITY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
13. Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
14. Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty hours per week.
15. Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty hours on a bi-weekly basis. Working in excess of forty (40) hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours for future redemption invoicing is not allowed.
16. Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit F).
17. Make no representation that Contractor is an employee of the City.
18. Undergo background check and fingerprinting.
19. Provide documentation to confirm freedom from communicable Tuberculosis.

#### IV. COMPLIANCE DOCUMENTS

As part of the RFP process, all proposers are to review, complete, and submit the compliance documents attached hereto as Exhibit D, which contains information, related forms, and instructions.

Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on the City's Bureau of Contract Administration (BCA) website (<http://bca.lacity.org/index.cfm>), and/or by phone with the administering City Department or agency of a given ordinance or compliance document. Exemptions from certain ordinances may apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

#### V. PROPOSAL ITEMS

The following Section, along with the Duties and Responsibilities (Section III) and the Standard Provisions for City Contracts (Rev. 3/09) (Attachment A), will comprise the fundamentals of the Contract. In the written proposal, proposers should include detailed responses to each of the Proposal Submittal Items. If selected, the proposer must be willing and able to commit to the Proposal Submittal Items.

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

**NOTE: ONLY ONE OPTION FOR EACH PROPOSAL CRITERION WILL BE ACCEPTED PER SUBMITTAL. MULTIPLE PROPOSAL OPTIONS CONTAINED IN A SINGLE PROPOSAL WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP. HOWEVER, PROPOSERS ARE WELCOME TO SUBMIT MORE THAN ONE PROPOSAL IN RESPONSE TO THIS RFP.**

##### **A. Executive Summary**

The Executive Summary must be limited to two typed pages (single-space, 12 font, or similar) and must provide a comprehensive but concise summary of the Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to provide the services outlined in this RFP. Include name and address of the Proposer, telephone number and e-mail address.

##### **B. Background and Experience**

Only entities that possess relevant experience providing golf instruction services

and programming to youth, family, and seniors at public or private golf courses will be considered. Proposer shall submit a list of their experience, qualifications and references as stated below:

1. Experience and Qualifications

The following are items that are to be included to present the Proposer's qualifications:

- Time in business providing golf instruction (in years and months).
- Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.
- List current operational location(s).
- Provide copy of Class "A" Professional Golfers' Association (PGA) teaching card.
- Additional relevant certifications and/or documentation which demonstrates Proposer's experience and qualifications.
- Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 Federal tax returns (include copies).

2. Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (Exhibit H) to include the following information:

- Client's name and address.
- Dollar amount of the entire project.
- Beginning and ending dates of the contracts.
- Contact person to provide reference (include name, title, telephone number, and e-mail address).
- Scope of Services including titles, duties, and tasks.
- Contracts terminated since 2005 with an explanation of reason(s) for termination.

3. References

Proposer shall attach at least two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. The letters are to include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any previous clients for information on the proposer.

**C. Proposed Curriculum**

1. Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:

- Golf playing rules, etiquette, and safety regulations.
- Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
- Preparation for tournament and advanced play.
- Teaching methods and approach to providing the services requested in this RFP.
- Include sample handouts, quizzes, and other teaching aids.
- Include sample program descriptions, flyers, brochures or other promotional material.

**D. Proposed Compensation**

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.

Item #	Item Description	Amount
D.1	Proposed hourly compensation rate.	

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (first renewal option).

Item #	Item Description	Amount
D.2	Proposed hourly compensation rate.	

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (second renewal option).

Item #	Item Description	Amount
D.3	Proposed hourly compensation rate.	

**VI. CONTRACTUAL AND OPERATING RESPONSIBILITIES**

If awarded a contract, the Contractor will be obligated to perform the responsibilities as described in:

- 1) This RFP.
- 2) The submitted proposal in response to this RFP.
- 3) The Sample Contract for the Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy (Exhibit E). Please note that the Sample Contract will be modified to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- 4) Compliance documents as described in Section V.
- 5) The Standard Provisions for City Contracts (Rev. 03/09 or latest version) (Exhibit A).
- 6) Insurance Requirements acceptable to the CAO Risk Manager for Director of Instruction for Youth, Family and Seniors at TGA, and City as an additional insured (Exhibit F).

## VII. EVALUATION AND AWARD

### A. Evaluation Process and Scoring Criteria

RAP reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. **Each proposer must pass Level I in order to advance to Level II.**

**Level I – Compliance with RFP Submission Requirements:** RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with requirements and document submissions.

In order to be found responsive to the RFP under Level I Evaluations, Proposals must include:

- Proposal Submission Letter (Exhibit G)
- Proposal Deposit of Two Thousand Dollars (\$2,000.00). (Exhibit B)
- Compliance Documents - referenced in Section IV. (Exhibit D)
- Proposal Items – referenced in Section V. (Exhibits C and H)

### **Level II – Evaluation and Scoring Criteria of Proposal Items:**

For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

Background and Experience (50 points possible): RFP Section V.B

Curriculum (30 points possible): RFP Section V.C

Compensation (20 points possible): RFP Section V.D

### B. Evaluation and Recommendation

Responsive proposals will be scored in each of the criteria above and ranked according to scores by an evaluation panel comprised of qualified persons, which may include individuals outside RAP. Interviews of the Proposers may be scheduled for the purpose of clarifying matters or responding to questions by the Evaluation Panel.

The City reserves the right to conduct investigations with respect to the qualifications of each Proposer and any information contained in its proposal.

All proposals will be evaluated on the basis of the criteria listed above and the ranking of the panel will serve as a basis to formulate the RAP General Manager's written recommendation to the Board of Recreation and Park Commissioners (referred to herein as, "Board").

**C. RAP Award**

The General Manager recommends contract awards to the Board. RAP shall notify all proposers of the recommendation.

The Board will consider the General Manager's recommendation during a public Commission meeting and may accept or reject the recommendation in making their decision as to the selection.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Contracts are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Contract.

Upon award, Contractor will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws within sixty (60) days of written notification by RAP. If Contractor does not execute the awarded contract and any other necessary documents within sixty (60) calendar days of receiving the contract for signature, RAP may unilaterally rescind the contract award at its sole discretion.

**D. Protest to RFP or RFP Provision**

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**E. City's Right to Reject Proposals and to Waive Informalities**

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."

**F. Constitutional and Other Limits on Contractor's Rights to Exclusivity**

Notwithstanding exclusivity granted to the Contractor by the terms of the awarded Contract, the City in its discretion may require Contractor, without any reduction in cost recovery reimbursement fees or other valuable consideration to Contractor, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to,

protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

**IMPORTANT:**

**Charter Section 371(e)(10)**

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of RAP operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP needs and therefore opts to utilize the standard request for proposals process.

**VIII. EXHIBITS**

- A. Standard Provisions for City Contracts (Rev. 3/09 or latest version)
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Contract for Director of Instruction
- F. Insurance Requirements and Instructions
- G. Proposal Submission Letter
- H. Experience with Similar Contracts Table
- I. Map of Tregnan Golf Academy

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

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

#### **PSC-19. BONDS**

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

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

#### **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
  
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
  
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

### **PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

### **PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

### **PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

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

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

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

	Limits
<b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	<b>WC</b> <u>Statutory</u> <b>EL</b> _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<b>General Liability</b> _____	
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work) _____	
<b>Professional Liability</b> (Errors and Omissions) _____	
<b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company) _____	
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<b>Pollution Liability</b> _____	
<input type="checkbox"/> _____	
<b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>	100 % of Contract Price
<b>Crime Insurance</b> _____	

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

## INSTRUCTIONS TO PROPOSERS

### A. Submitting a Written Proposal

To be considered for award of this contract, proposing entities must submit a sealed, written proposal in response to the Proposal Submittal Items indicated in the Request for Proposals (RFP). Proposals must provide information about the proposer's background, current business practice, applicable experience, and plans to operate the Youth, Family and Seniors Golf Program as Director of Instruction. Proposals will be evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

- Make sure your proposal is well-organized and easy to read.
- Verify that your proposal is complete and that you have completely responded to all proposal items and compliance documents in the RFP.
- Formulate your responses precisely and with detail; avoiding vague, meaningless, or open-ended responses.
- Make sure your proposal demonstrates that any projections to expand the program are realistic and sustainable.
- Clearly describe what you will bring to the program.
- If there are significant risks in your program strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award of the proposed contract; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item. In the written proposal, proposers must include responses to ALL proposal items. Proposers will not be able to add to, or modify their proposals after the proposal due date.

**THE CITY RETAINS THE RIGHT AND MAY DEEM A PROPOSER NON-RESPONSIVE IF THE PROPOSER FAILS TO PROVIDE ALL REQUIRED DOCUMENTATION.**

### B. Submitted Proposals

The submitted proposal accepted by Recreation and Parks (RAP) in writing, in

accordance with applicable statutes, constitutes a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material, providing only necessary information which best describes the experience and qualifications, proposed curriculum, and proposed compensation of the Proposer.

**Proposals must contain ALL of the following:**

**1. Proposal Submission Letter**

All Proposers are to submit a Proposal Submission Letter (see Exhibit G of the RFP).

**2. Proposal Deposit**

All proposals must include a Two Thousand Dollar (\$2,000.00) Proposal Deposit in the form of a cashier's check only, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into a contract (hereinafter, "Contract") as the Director of Instruction for the Youth, Family and Seniors Golf Program at Tregnan Golf Academy. The selected proposer shall have thirty (30) calendar days after the contract is sent to selected proposer for signature to review, sign, and return the contract to RAP. In the event the selected proposer fails to return the signed contract and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after sixty (60) calendar days after the contract is sent to selected proposer for signature, the contract is not signed and returned, the City maintains the right to select the proposer with the next highest selection ranking.

The Proposal Deposit of the successful proposer will be released upon evidence of insurance (see Exhibit F of the RFP) and execution of the Contract. In the event that an award is made and the successful proposer fails to execute the Contract or fails to provide evidence of insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by RAP.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of a contract with the proposer awarded the Contract. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Contract and another proposer is considered for award. Please note that the execution of the Contract may take up to eight months to complete.

### 3. Proposal Items

Proposers are to submit detailed responses to all of the Proposal Items in Section V of the RFP.

- Executive Summary
- Background and Experience
- Proposed Curriculum
- Proposed Compensation

### 4. Compliance Documents

This is a new RFP for a new contract. Previous compliance document submittals and/or waivers do not apply. The appropriate forms must be completed and submitted. (See Section IV and Exhibit D of the RFP.)

#### C. Proposal Submittal Information:

##### **Deadline for Submission**

To be considered, proposals must be received on or before **1:00 PM, Tuesday February 7, 2017.**

##### **Where to Submit your Proposal**

The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled "Proposal for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy." Said envelope(s) or box(es) shall have the name and address of the Proposer on the outside and be delivered to:

**Los Angeles Department of Recreation and Parks  
Office of the Board of Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012**

##### **Number of Copies**

Please provide one (1) original and four (4) copies, and one (1) non-bound reproducible copy. An original is one in which a form requiring a signature must be signed in wet ink. A reproducible copy is one that can readily be reproduced through a photocopier.

##### **Important Notices**

Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the

proposer(s) announced. No other information regarding the proposals will be made public until such time as a recommendation concerning proposals is made to the Board.

The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board at (213) 202-2610, Attn: Board Secretary. The phone number for the Board Office is (213) 202-2640. A written request, signed by an authorized representative of the proposing business entity, must be submitted to the Board Office. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP, and the contents of the proposal submitted by the successful proposer, may become contractual obligations if a contract is awarded. Failure of the selected proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

**Pre-Proposal Conference and Site Visit:**

Date: January 10, 2017  
 Conference Time: 10:00 AM  
 Location: City of Los Angeles  
 Central Service Yard  
 Golf Division Headquarters  
 3900 Chevy Chase Drive, Los Angeles, CA 90039  
 (Free parking available)

The purpose of the conference is to clarify the contents of this RFP and to discuss the Director of Instruction for Youth, Family and Seniors Golf Program. Attendance is mandatory. It is highly recommended that prospective proposers read the complete RFP prior to the conference and begin preparation of their proposal in order to maximize the benefits of the conference. The Tregnan Golf Academy site visit will take place shortly after the pre-proposal conference.

To maximize the effectiveness of the conference, the RFP Coordinator requests that, to the extent possible, proposers provide questions in writing prior to the conference. This

will enable the RFP Coordinator to prepare responses in advance. Questions concerning the RFP should be e-mailed to the RFP Coordinator at [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org) with "Director of Instruction RFP" in the e-mail subject line or mailed to:

Department of Recreation and Parks  
Partnership Division/Concessions Unit  
Attention: Stanley Woo  
221 N. Figueroa Street, Suite 200  
Los Angeles, CA 90012

Additional questions may be accepted, in writing, at the conference. However, responses may be deferred and provided as addenda to the RFP at a later date. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the passage can be quickly found in the RFP. The City reserves the right to group similar questions when providing answers.

If the City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the RFP Coordinator listed above and below. Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the City not receiving the best possible responses from proposers.

Please direct all comments and questions to the RFP Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Name: Stanley Woo, RFP Coordinator  
Address: 221 N. Figueroa Street, Suite 200, Los Angeles, CA 90012  
E-mail: [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org)  
Fax: 213-202-4311

**D. Document Check**

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the RFP Coordinator at the address above.

The complete RFP package and all forms and information in the Exhibits are also available at [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm) and on the Los Angeles Business Assistance Virtual Network (LABAVN) at [www.labavn.org](http://www.labavn.org). Should you find a

discrepancy in or omissions from said documents, or have questions as to their meaning, notify the RFP Coordinator by e-mail no later than 24-hours prior to the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

**IMPORTANT:**

**Charter Section 371(e)(10)**

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation, and maintenance of RAP's operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP's needs and therefore opts to utilize the standard request for proposals process.

## LEVEL I REQUIREMENTS

In order to be found responsive under Level I requirements, each of the following must be addressed. Refer to the applicable Request for Proposal (RFP) sections for additional detail.

### 1. Compliance Documents

As part of the RFP process (Section IV of the RFP), all proposers are to review, complete, and submit compliance documents. Information, related forms, and instructions are located in Exhibit D of the RFP (“Compliance Documents”).

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on a City website, and/or by phone with the administering City Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. The Department of Recreation and Parks (RAP) reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your proposal:

- a. Proposer’s Signature Declaration and Affidavit (Section I.A of Exhibit D)  
The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Concession Contract must be consistent. Only the original notarized form is acceptable.
- b. Disposition of Proposals (Section I.B of Exhibit D)  
The document must be signed by an individual authorized to bind the proposer.
- c. Nondiscrimination, Equal Employment Practices, and Affirmative Action Program (Section I.C of Exhibit D) Please read instructions in Exhibit D.
- d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit D)  
Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
- e. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit D) Please read the instructions in Exhibit D.
- f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit D). Submittal of

documents only required if the proposer is applying for an exemption to the ordinance requirements.

g. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts.

Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

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

- h. Municipal Lobbying Ordinance / Bidder Certification – CEC Form 50 (Section I.H of Exhibit D) Please read the instructions in Exhibit D.
- i. Prohibited Contributions – CEC Form 55 (Section I.I of Exhibit D)  
Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H).  
Please read the instructions in Exhibit D.
- j. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification  
Please read the instructions in Exhibit D.

- k. Iran Contracting Act of 2010 Compliance Affidavit  
Please read the instructions in Exhibit D.

***Only the proposer selected for award of this contract is required to submit the following additional required items prior to execution of the Contract (within sixty [60] calendar days from the date the contract is awarded by the Board to the selected proposer):***

- l. Americans with Disabilities Act Certification
- m. Business Tax Registration Certificate
- n. Certification of Compliance with Child Support Obligations
- o. Contractor Responsibility Ordinance – Pledge of Compliance
- p. City-Approved Proof of Insurance (See separate exhibit attached to RFP)
- q. City-Approved Performance Deposit (See RFP for acceptable forms of deposit)
- r. Los Angeles Residence Information (location of selected Contractor’s headquarters and percentage of workforce residing in Los Angeles)
- s. LWO/SCWRO – Additional related forms from item “f” above
- t. Slavery Disclosure Affidavit

Failure of the successful proposer to submit items “l” through “t” above, and submit a signed Contract within sixty (60) calendar days of award (as notified in writing by the RAP Board Office) shall cause the proposal to be deemed non-responsive and will result in cancellation of the award and forfeiture of the proposal deposit.

**PLEASE PROVIDE A RESPONSE TO THE FOLLOWING:**

**2. PROPOSAL ITEMS:**

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

**A. Executive Summary (RFP Section V.A) (No points awarded)**

The Executive Summary must be limited to two (2) typed pages (single-space, 12-point font, or similar) and must provide a comprehensive but concise summary of the

Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to perform the programs and services outlined in this RFP. Also include name and address of the Proposer, telephone number and e-mail address.

**B. Background and Experience (RFP Section V.B) (50 points possible)**

Describe your background and experience in golf instruction and programming to youth, family and seniors.

**Note:** This section pertains to your CURRENT qualifications, operations, and PAST experience; not your PROPOSED operation for this Professional Services Contract for youth, family and seniors golf instruction and programming.

1. Experience and Qualifications

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

B.1.a Time in business providing golf instruction (in years and months).

B.1.b Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.

B.1.c List current operational location(s).

B.1.d Copy of Class "A" Professional Golfers' Association (PGA) teaching card.

B.1.e List other certifications and/or documentation which demonstrates Proposer's experience and qualifications. Include copies.

B.1.f Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 federal tax returns. Provide copies of 2014 and 2015 federal tax returns.

2. Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (RFP Exhibit H) to include the following information:

B.2.a Clients name and address.

B.2.b Dollar amount of the entire project.

B.2.c Beginning and ending dates of the contracts.

B.2.d Contact person to provide reference (include name, title, telephone number, and e-mail address).

B.2.e Scope of Services (include titles, duties, and tasks).

B.2.f List contracts terminated since 2005 with an explanation of reason(s) for termination.

3. References

Proposer shall provide the following reference information.

B.3 Two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. Letters must include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any identified previous clients to request information on the performance of the proposer.

**C. Proposed Curriculum (RFP Section V.C) (30 points possible)**

Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:

- C.1 Golf playing rules, etiquette, and safety regulations.
- C.2 Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
- C.3 Preparation for tournament and advanced play.
- C.4 Teaching methods and approach to providing the services requested in this RFP.
- C.5 Include sample handouts, quizzes, and other teaching aids.
- C.6 Include sample program descriptions, flyers, brochures or other promotional material.

**D. Proposed Compensation (RFP Section V.D) (20 points possible)**

D.1 Proposed hourly compensation rate – year one.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.

D.2 Proposed hourly compensation rate – year two.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (pending approval of first renewal option).

D.3 Proposed hourly compensation rate – year three.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (pending approval of second renewal option).



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## EXHIBIT D

# COMPLIANCE DOCUMENTS

## REQUEST FOR PROPOSALS

Partnership and Revenue Branch  
Concessions Unit  
221 North Figueroa Street, Suite 200  
Mail Stop 625-26  
Los Angeles, CA 90012  
Telephone: (213) 202-3280  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

August 2016



CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSALS**

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- G. Business Inclusion Program
- H. Municipal Lobbying Ordinance / Bidder Certification – CEC Form 50
- I. Prohibited Contributors – CEC Form 55 (Measure H)
- J. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- K. Iran Contracting Act of 2010 Compliance Affidavit

**SECTION II – Compliance Documents to be submitted by Selected Proposer**

- L. Americans with Disabilities Act Certification
- M. Business Tax Registration Certificate
- N. Certification of Compliance with Child Support Obligations
- O. Contractor Responsibility Ordinance – Pledge of Compliance
- P. City-Approved Proof of Insurance (*See separate exhibit attached to RFP*)
- Q. City-Approved Performance Deposit (*See RFP for acceptable forms of deposit*)
- R. Los Angeles Residence Information
- S. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms
- T. Slavery Disclosure Affidavit



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

SECTION I

Compliance Documents to be Submitted with Proposals

**PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

**SECTION A****PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each proposal, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive, the response is not made in the interest or on behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and, the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Bid/Proposal

**Signatures:**

Individual: (e.g., Individual dba [Name or Company], etc) – Individual must sign affidavit.

Partnership: At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

**Note:** An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the corporation. An acknowledgement at the base of the Resolution must state that it is unchanged, in force, and must be signed by the Corporate Secretary with the current date.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_

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

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

is of \_\_\_\_\_  
(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month / Year) (Title)

\_\_\_\_\_  
(Notary Public) (Date)

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

**DISPOSITION OF PROPOSALS**

**SECTION B**  
**DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Bid/Proposal

**Signatures:**

The person signing must be authorized to bind the proposer.

**Disposition of Proposals**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 *et seq.*)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

\_\_\_\_\_

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

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

\_\_\_\_\_  
Date

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,  
AND AFFIRMATIVE ACTION PROGRAM**

**SECTION C****NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM**

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 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 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.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

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>.

**INSTRUCTIONS:**

No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

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

**INSTRUCTIONS:**

- a. The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

**CITY OF LOS ANGELES**  
**CONTRACTOR RESPONSIBILITY ORDINANCE**  
 (Los Angeles Administrative Code Section 10.40 et seq.)

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

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

**2. When was the Ordinance adopted?**

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

#### **5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

#### **6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

#### **7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

#### **8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

#### **9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the 14 calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

#### **16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

#### **17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

#### **18. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

#### **19. Are there any exemptions under the Ordinance?**

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
--	---------------------	-------

City Bid or Contract Number (if applicable) and Project Title
---

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name
-------------------------------

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person, Title	Phone	Fax
-----------------------	-------	-----

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

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

Vice President: \_\_\_\_\_

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

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

### C. OWNERSHIP AND NAME CHANGES

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

Yes     No

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

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

Yes     No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

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

Yes     No

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

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

Yes     No

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

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]**

## D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?  
 Yes     No

If **Yes**, explain the circumstances on Attachment B.

## E. PERFORMANCE HISTORY

7. How many years has your firm been in business? \_\_\_\_\_ Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes     No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.  
 Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. 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 on Attachment B the circumstances surrounding each instance.

## F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

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

**Yes**     **No**

14. Does your firm have any outstanding judgements pending against it?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

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

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

## G. COMPLIANCE

16. 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 Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

#### H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

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

Yes     No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes     No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes     No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

#### CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

---

Print Name, Title

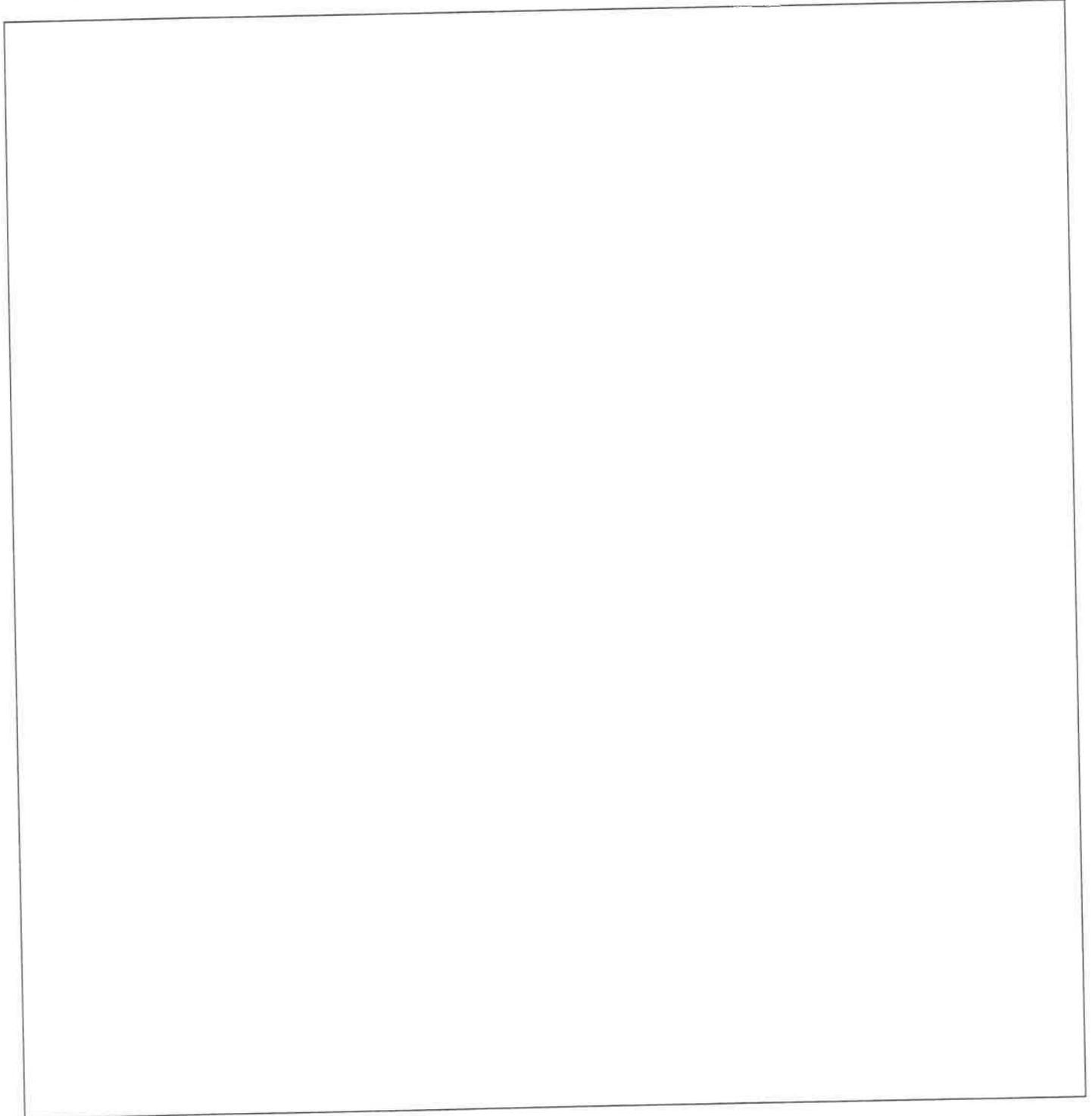
Signature

Date

## ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_



## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' 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.

**EQUAL BENEFITS ORDINANCE / FIRST  
SOURCE HIRING ORDINANCE**

<p><b>SECTION E</b></p> <p><b>EQUAL BENEFITS ORDINANCE STATEMENT</b></p>
--

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 Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org), prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first **uploaded** onto the City's BAVN. 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 Affidavit.

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

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 Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

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

**INSTRUCTIONS:**

- a. All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit web application form located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org).

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

**INSTRUCTIONS:**

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.

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

**1. What is the Living Wage Ordinance?**

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

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

**6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

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

**11. Are there any exemptions available under the Ordinance?**

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

- Service agreements that are less than 3 months or \$25,000 or less.

- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).  
 (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).  
 (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

## LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

### OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

#### CONTRACTOR INFORMATION:

1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

#### NON-COVERAGE INFORMATION:

##### TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS

REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A <i>detailed</i> memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

#### EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

##### TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

##### TO BE REQUESTED BY CONTRACTORS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form
Title	Date
Phone #	

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

#### AWARDING DEPARTMENT USE ONLY:

Dept:	Dept Contact:	Contact Phone:	Contract #:
-------	---------------	----------------	-------------

#### OCC USE ONLY:

Approved / Not Approved – Reason: _____	Date: _____
By OCC Analyst: _____	

## LWO –DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

#### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: \_\_\_\_\_

#### EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if <b>the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>▪ The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, <b>Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</b></li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li>2. <b>ANSWER</b> the following questions:               <ol style="list-style-type: none"> <li>A. <b>STATE</b> the hourly wage of <b>HIGHEST</b> paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of <b>LOWEST</b> paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY B</b> by 8: \$ <u>0</u> _____</li> </ol> </li> <li>3. Based on Question 2 above, is <b>A</b> less than <b>C</b>?  <input type="checkbox"/> YES <input type="checkbox"/> NO                If NO, your company is <b>NOT eligible</b> for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. <b>If you have employees in the future, you must comply with the Ordinance.</b>	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that **should the entity listed above cease to qualify** for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, **the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.**

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

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

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

#### AWARDING DEPARTMENT USE ONLY:

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

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

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

## LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

### EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____	
SECTION I: BUSINESS INFORMATION	
CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:	
PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. Effective July 1, 2016, my gross annual revenues for all of my businesses are less than \$497,363 for the 2015 calendar year.	ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and effective July 1, 2016, my gross annual revenues from all my business(es) on City premises are less than \$497,363 for the 2015 calendar year.	ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.
If you <b>DID NOT</b> check off ANY boxes in PART A, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b> If you checked off ANY boxes in PART A, continue to Section II.	
SECTION II: EMPLOYEE INFORMATION	
CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:	
PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR Payrolls for the nine (9) months you would like to have reviewed.
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	
If you <b>DID NOT</b> check off ANY boxes in PART C, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b> If you checked off ANY box in PART C, <b>ATTACH</b> supporting documentation, <b>SIGN, AND SUBMIT EXEMPTION FORM.</b>	
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____
_____	Date _____
<b>ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.</b>	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____



**CITY OF LOS ANGELES****Service Contractor Worker Retention Ordinance  
(Los Angeles Administrative Code Section 10.36 et seq.)****1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**BUSINESS INCLUSION PROGRAM**

**SECTION G**

**BUSINESS INCLUSION PROGRAM**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Requests for Bids (RFB), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org)

**INSTRUCTIONS:**

All proposers must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)  
FOR A REQUEST FOR PROPOSAL (RFP)**

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) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The Recreation and Parks anticipated levels of

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

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

**CITY OF LOS ANGELES' POLICY  
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

**SUMMARY**

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

**B. DEFINITIONS**

- I. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly 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 \$14 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 does not exceed \$3.5 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, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

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

- 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 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>
  - 2) CalTrans  
Caltrans Division of Procurement and Contracts/Material and  
Distribution Branch/Publication Unit  
1900 Royal Oaks Drive, Sacramento, CA 95815  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
  - 3) Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
  - 4) Southern California Minority Business Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 Fax: (213) 689-1707  
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: 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.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,

unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which 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.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

#### C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents 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 department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (<http://www.lacity.org>) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [support@labavn.org](mailto:support@labavn.org).
2. Email the Contract Coordinator listed in the RFP.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Contract Coordinator listed in the RFP.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

***Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.***

<b>1</b>	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

<b>2</b>	<b>ATTENDED PRE-BID MEETING</b>
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies 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 proposer’s company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

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

<b>3</b>	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers 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 potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Letters must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE 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 proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

**Note:** Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN'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. Proposers 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 proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

6	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer 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 proposals received. This list must include an explanation of the evaluation that lead to

the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

**Required Documentation:**

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) The responses and/or bids received;
  - 2) The name of the subconsultant who submitted the bid/quote;
  - 3) A brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer’s Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using the BAVN’s BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer’s failure to utilize the BAVN’s summary sheet function will result in their RFP response being deemed non-responsive.

**Note:** Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN’s BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer 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 proposer.

**Required Documentation:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers 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 proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, 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 response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

#### **D. AWARD OF CONTRACT**

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

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

#### **E. SUBCONSULTANT SUBSTITUTION**

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

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.

- a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
- a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    - 1) Name of company contacted; contact person and telephone number; date and time of contact.
    - 2) Response for each item of work which was solicited, including dollar amounts.
    - 3) Reason for selection or rejection of sub-bid prospect.
    - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects fore each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and 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 description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting the Monthly Remittance Advice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**SCHEDULE A**

**CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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

Project Title
---------------

Proposer	Address
Contact Person	Phone/Fax

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

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Signature of Person Completing this Form   <hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Printed Name of Person Completing this Form   <hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Title <span style="float: right;">Date</span>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED WITH PROPOSAL  
SCHEDULE B  
CITY OF LOS ANGELES**

**MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

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

Consultant	Address
Contact Person	Phone/Fax

<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

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

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			<b>Signature of Person Completing this Form:</b>  <hr/> <b>Printed Name of Person Completing this Form:</b>  <hr/> <b>Title:</b> _____ <b>Date:</b> _____
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATON	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

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

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

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
<b>MBE Participation</b>				<b>WBE Participation</b>			
<b>SBE Participation</b>				<b>EBE Participation</b>			
<b>DVBE Participation</b>				<b>OBE Participation</b>			

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

**SECTION H**  
**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

- a. All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
Name of Bidder:	Phone:
Address:	
Email:	

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**PROHIBITED CONTRIBUTORS – CEC FORM 55**

**SECTION I****PROHIBITED CONTRIBUTORS – CEC FORM 55**

The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth \$100,000 or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to do \$100,000 worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B)

**INSTRUCTIONS:**

- a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- b. All of proposer's subcontractors who are projected to do \$100,000 worth of work or more must be included on CEC Form 55 (Schedule B).

	<b>Ethics Commission</b> 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1980 ethics.lacity.org	<b>Prohibited Contributors (Bidders)</b> <b>Form 55</b>
<p><i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i></p> <p> <input type="checkbox"/> Original filing                        <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)                 </p>		
<b>Reference Number</b> (bid or contract number, if applicable): _____	<b>Date Bid Submitted:</b> _____	
<b>Description of Contract</b> (title of RFP and services to be provided): _____		
<b>City Department Awarding the Contract:</b> _____		
<b>BIDDER INFORMATION</b> Name: _____ Address: _____ Email: _____ Phone: _____		
<b>SCHEDULE SUMMARY</b> Please complete all three of the following:		
<b>1. SCHEDULE A — Bidder's Principals (check one)</b> <input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required). <input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.		
<b>2. SCHEDULE B — Subcontractors and Their Principals (check one)</b> <input type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required). <input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.		
<b>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):</b> _____		
<b>BIDDER'S CERTIFICATION</b> I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.		
Date: _____ Signature: _____ Name: _____ Title: _____		



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 976-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

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

Address: \_\_\_\_\_



**Ethics Commission**  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

*Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.*

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

*Check one of the following:*

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

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

Address: \_\_\_\_\_

**FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER (TIN) AND CERTIFICATION**

**SECTION I**  
**FORM W-9**  
**REQUEST FOR TAXPAYER IDENTIFICATION**  
**NUMBER (TIN) AND CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities (vendors, operators, concessionaires, etc.) doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

- a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <http://www.irs.gov/Forms-&-Pubs>.

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE  
AFFIDAVIT**

**SECTION K**

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

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

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at [www.dgs.ca.gov/pd/Resources/PDLegislation.aspx](http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx).

**INSTRUCTIONS:**

- a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.

## 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.

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

### **OPTION #2: EXEMPTION**

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

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



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

SECTION II

Compliance Documents to be Submitted by Selected Proposer

**AMERICAN WITH DISABILITIES ACT CERTIFICATION**

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**BUSINESS TAX REGISTRATION CERTIFICATE**

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

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

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

[Shaded header]										[Shaded header]		[Shaded header]		

New format:

[Shaded header]															[Shaded header]		[Shaded header]		

State effective dates here: \_\_\_\_\_ to \_\_\_\_\_

If you have an application pending in the Department of Finance, and have not as yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

If you have received an exemption from the Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

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

Explanation:

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**CHILD SUPPORT OBLIGATIONS**

City of Los Angeles  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

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

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Address

\_\_\_\_\_  
Signature of Authorized Office or Representative Print Name

\_\_\_\_\_  
Title Telephone Number

**CRO PLEDGE OF COMPLIANCE**

**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.**

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative Date

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Print Name and Title of Officer or Authorized Representative

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Awarding City Department Contract Number

**LOS ANGELES RESIDENCE INFORMATION**

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the businesses taxes they remit. The City Council, January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization: \_\_\_\_\_

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

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

the City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM  
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

**This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.**

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Awarding Department: \_\_\_\_\_  
 4. Project Name: \_\_\_\_\_

**IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.**

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Type of Service Provided by Subcontractor to Prime: \_\_\_\_\_  
 4. Amount of Subcontract: \_\_\_\_\_ Subcontract Start Date: \_\_\_/\_\_\_/\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing This Form \_\_\_\_\_ Signature of Person Completing This Form \_\_\_\_\_  
 Title \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

## LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016 a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Email Address: \_\_\_\_\_
2. **STATE** the number of employees working ON THIS CITY CONTRACT: \_\_\_\_\_
3. **ATTACH** a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No  
If YES, **STATE** how much, if any, employees pay for co-premiums: \$ \_\_\_\_\_

**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION**

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

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

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

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**AWARDING DEPARTMENT USE ONLY:**

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

## LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

SECTION I: CONTRACTOR INFORMATION	
1) Company Name: _____	Contact Person: _____ Phone Number: _____
2) Do you have subcontractors working on this City contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If NO, <b>This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT</b>	
If YES, a) <b>STATE</b> the number of your subcontractors ON THIS CITY CONTRACT: _____	
b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.	

SECTION II: SUBCONTRACTOR INFORMATION								
PART A			PART B					
			CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
			I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contact Person: _____ Phone #: _____								
3. Address: _____								
4. Purpose of Subcontract: _____								
5. Amount of Subcontract: \$ _____								
6. Term: Start Date ____/____/____ End Date ____/____/____								
7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No								
8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto Part B.								
If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO</b> . Continue to fill in Part A for additional subs below.								
1. Subcontractor Name: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contact Person: _____ Phone #: _____								
3. Address: _____								
4. Purpose of Subcontract: _____								
5. Amount of Subcontract: \$ _____								
6. Term: Start Date ____/____/____ End Date ____/____/____								
7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No								
8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto Part B.								
If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in Part A for additional subs below.								
1. Subcontractor Name: _____			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contact Person: _____ Phone #: _____								
3. Address: _____								
4. Purpose of Subcontract: _____								
5. Amount of Subcontract: \$ _____								
6. Term: Start Date ____/____/____ End Date ____/____/____								
7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No								
8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto Part B.								
If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in Part A for additional subs below.								

**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No  If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No  If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. <b>Continue to Section V</b> , and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, <b>Continue to Section IV</b> .						
EXEMPTION			SUPPORTING DOCUMENTATION REQUIRED			
One-person contractors, lessee, licensee			LW 13 – Departmental Exemption Form			
501(c)(3) non-profit organization			<a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Occupational license required			LW 10 – OCC Exemption Form			
Collective bargaining agreement w/supersession language			<a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Small Business			LW 26 – Small Business Exemption Form (English & Spanish)			
Governmental Entity			<a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
NONE REQUIRED.						
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form			LW 6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
2) Subcontractor Information Form			LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
SECTION V: SIGNATURE						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
AWARDING DEPARTMENT USE ONLY:						
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

<sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

<sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

<sup>4</sup> **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

<sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

<sup>6</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

**SLAVERY DISCLOSURE AFFIDAVIT**

**SECTION R**  
**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Proposers shall complete and electronically sign the Slavery Disclosure Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at [www.bca.lacity.org](http://www.bca.lacity.org).

**PROFESSIONAL SERVICES CONTRACT**

**Contractor: NAME OF AWARDED PROPOSER/CONTRACTOR**

**To continue the development and implementation of a golf program directed at youth, family and seniors, including golf class development in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist the Department of Recreation and Parks (RAP) in expanding the program developed at the Tregnan Golf Academy to other golf facilities throughout the City of Los Angeles.**

**Contract Number: \_\_\_\_\_**

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PROFESSIONAL SERVICES CONTRACT

Between

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

And

NAME OF CONTRACTOR

For

DIRECTOR OF INSTRUCTION

THIS CONTRACT is made and entered in this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and NAME OF CONTRACTOR, a (TYPE OF BUSINESS ENTITY) (hereinafter referred to as CONTRACTOR).

WHEREAS, on December xx, 2016, the Board of Recreation and Park Commissioners approved the release of a Request for Proposal (RFP) to select a contractor to provide professional golf instruction and continue the development and implementation of a golf program directed at youth, family and seniors at Tregnan Golf Academy (TGA) Board Report No. 16-xxx); and,

WHEREAS, CITY lacks the necessary staff possessing sufficient knowledge, expertise, and experience to provide professional golf instruction to youth, family and seniors, organizing of golf classes and clinics, planning special events including the development of tournament schedules, and assisting with securing sponsorship and partnership opportunities; and,

WHEREAS, CONTRACTOR has the necessary qualifications, knowledge, expertise, and experience needed to perform the above mentioned duties; and,

WHEREAS, BOARD has determined that CONTRACTOR is capable of providing such services in accordance with the terms and conditions of this Professional Services Contract (CONTRACT); and,

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

SECTION 1. DEFINITIONS

For the purpose of this CONTRACT, the following words and phrases are defined and shall be construed as hereinafter set forth:

CONTRACT:	This Professional Services Contract consisting of ten (10) pages and four (4) incorporated documents (A-D) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners
CONTRACTOR:	NAME OF CONTRACTOR
FACILITY:	Tregnan Golf Academy (TGA) and other CITY owned golf courses
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review at the discretion of the BOARD
PROPOSAL	PROPOSAL submitted by CONTRACTOR on MONTH XX, 20XX, in response to the Request for Proposal released MONTH XX, 2016.
RAP	The Department of Recreation and Parks

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this CONTRACT, CITY hereby grants to CONTRACTOR the right and obligation to provide director of instruction service, professional golf instruction, and to continue the development and implementation of a golf program directed at youth, family and seniors, including the development of golf class curriculums for these groups in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist RAP with expanding the program, developed at TGA and other golf courses throughout the City Golf Course System.

SECTION 3. TERM OF CONTRACT

The term of this CONTRACT shall be from July 1, 2017 to June 30, 2018, with two (2) one (1) year options to extend, at the sole discretion of RAP's General Manager, or designee; subject to early termination by RAP, as provided in Exhibit A – The Standard Provisions for City Contracts (Rev. 03/09). Performance may not begin until CONTRACTOR has obtained from the CITY approval of insurance required herein (Exhibit D).

Should RAP exercise the first option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that first option prior to March 31, 2018.

Should RAP exercise the second option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that second option prior to March 31, 2019.

Neither the CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke or renew the CONTRACT.

SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

- A. The representatives of the respective parties authorized to administer this CONTRACT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks  
Attn: Golf Manager, or designee  
Golf Division Headquarters  
3900 West Chevy Chase Drive  
Los Angeles, CA 90039

The representative of the CONTRACTOR shall be:

NAME OF CONTRACTOR  
XXXX SOMEWHERE ST.  
CITY, CA 91xxx

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt.

- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

## SECTION 5. DUTIES AND RESPONSIBILITIES

### A. Contractor Duties and Responsibilities

Under the guidance and direction of the Golf Manager or designee, the Contractor shall:

1. Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to head the continued development and implementation of the youth, family and senior golf instruction program (Program).
2. Develop and implement, golf curriculum and instruction for participants with varied ability levels and special needs (learning disabilities, physical handicaps, etc.), in accordance with PGA guidelines, including but not limited to:
  - a. Golf playing rules, etiquette, and safety regulations.
  - b. Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - c. Preparation for tournament and advanced play.
3. Provide professional golf instruction and spend at least half (50%) of the total number of hours on direct instruction (group classes) activities.
4. No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
5. Assist with managing Program operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
6. Implement golf class programs, including supervising the implementation of curriculum by RAP employed instructors.
7. Assist with selection and training of RAP employed instructors for youth, family and seniors golf instruction.

8. Expand the current Program developed for TGA to other City golf facilities.
9. Organize golf tournaments and special events for participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
10. Assist with securing and developing partnership opportunities with the private sector.
11. Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
12. Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILITY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
13. Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
14. Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty (20) hours per week.
15. Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty (80) hours on a bi-weekly basis. Working in excess of 40 hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours is not allowed.
16. Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit D).
17. Make no representation that CONTRACTOR is an employee of the City. Contractor must have Golf Manager or designee review printed materials relating to the program, including business cards, and obtain approval before producing the printed material.
18. Undergo background check and fingerprinting. RAP shall have the right to approve or disapprove a CONTRACTOR. CONTRACTOR shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on CONTRACTOR prior to

execution and during term. Failure to comply with this standard shall be a material breach of this CONTRACT and CONTRACTOR shall immediately vacate the PREMISES at RAP's instruction.

19. Provide documentation to confirm freedom from communicable Tuberculosis. CONTRACTORS in connection with a park or golf course used for recreational purposes in a position requiring contact with children, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, shall provide the RAP with a certificate indicating freedom from communicable tuberculosis.

**B. Professional Qualifications and Experience**

Contractor shall obtain and/or maintain Class "A" PGA status during the term of the contract and submit a copy of the most current certificate to the Golf Manager or designee upon request. Contractor shall, at Contractor's expense, attend PGA required continuing education classes to maintain the Class "A" PGA status.

**SECTION 6. PAYMENT AND INVOICING**

**A. Payment**

1. Contractor shall provide the work product as described Section 5.A. - Contractor Duties and Responsibilities, as well as meet the PROPOSAL commitments.
2. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City.
3. City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$75,000) per contract year for complete and satisfactory performance of the terms of this CONTRACT, as well as fulfillment of those commitments made in Contractor's PROPOSAL, attached hereto as Exhibit C and made a part hereof.
4. City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$3,000) every two weeks for services provided.
5. City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the first year of the CONTRACT. Should RAP exercise the first option to extend the CONTRACT for one year, City shall pay Contractor the rate of

(AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the second year of the CONTRACT. Should RAP exercise the second option to extend the CONTRACT for one year, City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the third year of the CONTRACT.

B. Invoicing

1. Invoices shall be submitted to:

Department of Recreation and Parks  
Attention: Golf Manager, or designee  
Golf Division Headquarters  
3900 West Chevy Chase Drive  
Los Angeles, CA 90039

2. To ensure that services provided under personal services contracts are measured against services as detailed in the CONTRACT, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

3. Contractor shall submit biweekly invoices, that at a minimum, contain the following information:

- a. Name and address of Contractor
- b. Name and address of City department being billed
- c. Date of invoice and period covered
- d. CONTRACT number
- e. Description of completed task/project and amount due for task/project, including:
  - Name of personnel working on task
  - Hours spent on task and timesheet supporting charges (if applicable)
  - Rate per hour and total due
- f. Certification by the Golf Manager or designee
- g. Discount and terms (if applicable)
- h. Remittance address (if different from company address)

4. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, and biweekly, and shall be payable to the Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City's representative. Payment on invoices submitted during the City's fiscal year end will require additional time to process and may be delayed up to eight (8) weeks.
5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
6. "Banking" of hours worked for future redemption invoicing is prohibited.
7. **Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)**, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

#### SECTION 7. AMENDMENT TO CONTRACT

Any changes in the terms of this CONTRACT, including changes in the services to be performed, extension of the term, and any increase or decrease in pricing, shall be incorporated into this CONTRACT by a written amendment properly executed by both parties.

#### SECTION 8. OWNERSHIP

- A. CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analysis, studies, drawing, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by CONTRACTOR pursuant to the terms of this CONTRACT, are "Works Made for Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective

interests and rights in such property to the CITY.

- B. All documents and records (hereinafter collectively referred to as "documents") provided by CITY to CONTRACTOR shall remain the property of CITY and must be returned to CITY upon termination of this CONTRACT or at the request of CITY.
- C. The provisions of this section survive termination of this CONTRACT.

**SECTION 9. STANDARD PROVISIONS FOR CITY CONTRACTS**

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Exhibit A and made a part hereof.

**SECTION 10. INCORPORATION OF DOCUMENTS**

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

- Exhibit A – Standard Provisions for City Contracts (Rev. 3/09)
- Exhibit B – Golf Youth Instructor Request for Proposals (CON 16-XXX)
- Exhibit C – Proposal submitted by NAME OF CONTRACTOR
- Exhibit D - Insurance Requirements and Instructions

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This CONTRACT; (2) Exhibit A; (3) Exhibit B; (3) Exhibit C; and (4) Exhibit X.

*(Signature Page to Follow)*

**THIS SAMPLE CONTRACT DOES NOT CONTAIN FINAL EXHIBITS OR A SIGNATURE PAGE REQUIRED FOR EXECUTION OF CONTRACT**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this CONTRACT.

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

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

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

NAME OF CONTRACTOR, a (TYPE OF BUSINESS ENTITY)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NAME OF CONTRACTOR

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

BTRC: \_\_\_\_\_

APPROVED AS TO FORM:  
MIKE FEUER, City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Senior Assistant City Attorney

CONTRACT Number: \_\_\_\_\_

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: 09/28/2016

Agreement/Reference: RFP - Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy

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 Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability** \_\_\_\_\_ \$1,000,000

Products/Completed Operations

Sexual Misconduct 1,000,000

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

\_\_\_\_\_

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

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

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

\_\_\_ **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:**

1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Form Gen. 133 (Rev. 05/12)

## CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

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

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA**<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.* All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

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

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

DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSALS  
DIRECTOR OF INSTRUCTION  
FOR YOUTH, FAMILY, AND SENIORS  
AT TREGNAN GOLF ACADEMY

PROPOSAL SUBMISSION LETTER

Proposing Entity: \_\_\_\_\_  
(Complete legal name/include DBA if applicable)

Entity Address: \_\_\_\_\_

Organization Type: \_\_\_\_\_  
(Corporation, partnership, sole proprietor, etc.)

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

Contact Telephone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for a Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy and the resulting contract, without exception.

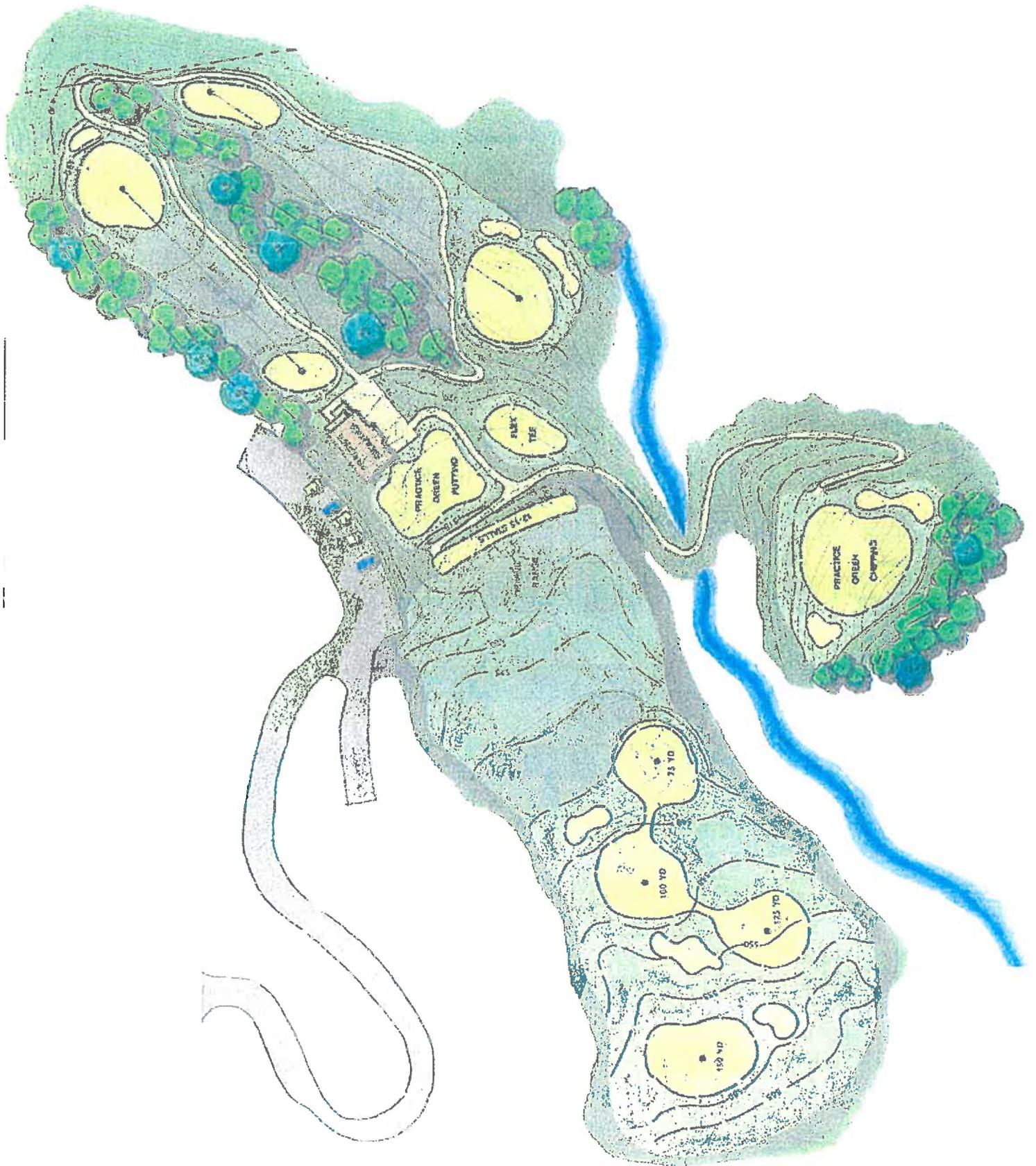
Instructions: 1.) Complete the above; 2.) Provide the appropriate signature of an authorized person/officer authorized to bind the proposer; 3.) Submit one original wet signature with one copy of the original submitted proposal and copies of this letter with the remaining copies of the submitted proposal.

**RFP EXHIBIT H**  
Experience With Similar Contracts Table

Instructions: Before you begin, copy this blank form as needed to record your Experience With Similar Contracts history. Once complete, label page numbers accordingly. Page \_\_\_\_\_ of \_\_\_\_\_

Submissions in response to the Director of Instruction Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients listed on this exhibit.

Client's Name:	Address:	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)	Reference Contact Person Name: Title: Phone: E-Mail:
Summary of Scope of Services:				
Was ending date due to termination? If yes, explain reason for termination.				
Client's Name:	Address:	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)	Reference Contact Person Name: Title: Phone: E-Mail:
Summary of Scope of Services:				
Was ending date due to termination? If yes, explain reason for termination.				
Client's Name:	Address:	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)	Reference Contact Person Name: Title: Phone: E-Mail:
Summary of Scope of Services:				
Was ending date due to termination? If yes, explain reason for termination.				



**APPROVED**  
JUL 08 2009

REPORT OF GENERAL MANAGER

NO. 09-195

DATE July 8, 2009

**BOARD OF RECREATION  
and PARK COMMISSIONERS**

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR – REQUEST FOR PROPOSALS

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

  
General Manager

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

RECOMMENDATION:

That the Board:

1. Approve the Request for Proposals (RFP) for Golf Youth Instructor, for a one (1) year contract, with two (2) one-year options to renew exercisable at the sole discretion of the General Manager, substantially in the form on file in the Board Office, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFP to the City Attorney for approval as to form;
3. Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract; and,
4. Authorize staff to advertise the RFP and conduct the RFP process, subsequent to City Attorney review and approval of the RFP as to form.

SUMMARY:

In July 2000, the Golf Division began the operation of the Tregnan Golf Academy (TGA) in Griffith Park. Since the opening of the facility, over 4,000 youths have participated in the golf youth and family program. Participants acquire the skills, knowledge and ability to compete in various golf tournaments and learn to play the game at an advanced level. Satellite programs were developed at the Westchester Golf Course in 2007 and at the Penmar Golf Course in 2008.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 09-195

The Golf Division expects to expand the program to other golf courses throughout the City with the assistance of a Golf Instructor.

On February 14, 2008, Letter of Agreement (LOA) No. E826 with Paula Olsen, in the amount of \$20,000, was executed to provide professional golf instruction and coordinate and implement a golf youth and family program. On May 7, 2008, the Board approved Supplemental Agreement to LOA No. E826 to extend the term of the Agreement and to increase the contract ceiling to \$60,000 (Board Report No. 08-119). On December 11, 2008, the Board approved an additional extension of the term until December 31, 2009, and increased the total contract ceiling to \$120,000 in order to allow time for staff to develop and release an RFP (Board Report No. 08-335).

Staff has developed and is now ready to release, at the direction of the Board, an RFP to continue and expand the golf youth and family program. This will include the development and implementation of a golf class curriculum for various age groups and ability levels, in accordance with Professional Golfers' Association of America guidelines. With this RFP, the Department will seek a qualified and experienced contractor who will meet or exceed the Department's expectations.

#### Evaluation Process

Proposals submitted in response to the RFP will be evaluated in two Levels. Level I will be a check and review for required compliance and submittal documents. Level II will be a comprehensive evaluation of the proposals by a panel composed of City employees, though the Department reserves the right to use outside individuals to assist with or perform the evaluation. Proposers must successfully pass Level I to proceed to Level II.

For the purpose of evaluation, the responsive proposals to Level I will be evaluated on the criteria below (Level II):

- 1) Experience and Qualifications (40 points);
- 2) Proposed Curriculum (30 points);
- 3) Proposed Compensation and Facility Use Reimbursement (30 points).

#### Recommendation

The best proposer will be recommended for a one (1) year contract, with two (2) one (1) year options to renew exercisable at the sole discretion of the General Manager, in an amount not to exceed \$62,400 per year and \$187,200 over the term of the contract.

## REPORT OF GENERAL MANAGER

PG. 3

NO. 09-195

The contract amount is an estimate, and the Department does not guarantee that the contract maximum amount will be reached. The contract awarded through this RFP shall be subject to funding availability and early termination by Department, as provided in the Standard Provisions for City Contracts (Rev. 3/09).

The RFP documents will be advertised in several periodicals, available on the Department's website, and posted on the Los Angeles Business Assistance Virtual Network (BAVN). In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by the Service Contracts Group. The anticipated time of completion for the RFP process is approximately eight to twelve months.

Interested parties will be invited to a pre-proposal conference to be held approximately one month after the release of the RFP in order to provide potential proposers with a review of the submittal documents and compliance documents.

Funding for service will be provided from the Department's Municipal Recreation Program, Fund 302, Department 89, Account 850K-00 (Automated Golf Reservation Account).

Charter Section 1022 Determination

On April 18, 2008, the Personnel Department completed a Charter Section 1022 review (Attachment A) and determined that there are currently no City employees that can perform the services being proposed for contracting. The Department does not have personnel with the necessary knowledge and expertise to provide for the development and implementation of golf class curriculum or specialized instruction that is critical to the program's development; including the requirement of maintaining a Class "A" Professional Golfers' Association of America (PGA) teaching card certification during the term of the contract. These skills are beyond City staff's abilities or experience, and therefore, it is more feasible to secure these services through a personal service contract.

FISCAL IMPACT STATEMENT:

Releasing the Request for Proposals has no impact on the Department's General Fund.

This report was prepared by Raymond Chang, Senior Management Analyst I, Finance Division, Administrative Resources Section, Service Contracts Group.

## ATTACHMENT A

## PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Recreation and Parks

## 2. Contacts

Department: Karen Freire Phone: (818) 243-6488 Fax No. (818) 243-8451  
 CAO: Veronica Salumbides Phone: (213) 473-7561 Fax No. (213) 473-7814

## 3. Work to be performed:

The Department of Recreation and Parks is seeking a contractor to assist in the development, implementation, and expansion of a Citywide golf program located at Tregnan Golf Academy (Academy) and additionally on an as-needed basis at various Department facilities. The services to be provided are as follows:

1. Develop and implement Golf class curriculum by providing a written curriculum for various age groups in accordance with the Professional Goffer's Association of America (PGA) guidelines, subject to the approval of the Academy Director or his/her designee, which includes golf playing rules, etiquette, safety regulations, specialized instructions, etc.; implement golf class programs, including supervising the implementation of curriculum by instructors; assist with managing Academy planning and operations through daily planning, organizing, and conducting golf classes and clinics; and provide as-needed professional one-on-one instructions at the Academy for youth not involved in the traditional Academy program.
2. Develop and implement golf tournaments and special events for Academy participants to take place at various Department facilities, including the development of tournament schedules.
3. Maintain a Class A PGA teaching card certification during the term of the contract, and
4. Assist with securing sponsorship and partnership opportunities.

4. Is this a contract renewal? Yes  No

5. Proposed length of contract: 3 years Proposed Start Date: 1/1/09

6. Proposed cost of contract (if known): \$180,000

7. Name of proposed contractor: Unknown

## 8. Unique or special qualifications required to perform the work:

Possession of a Class A PGA teaching card certification and the knowledge and expertise of providing junior and family golf instruction, including curriculum development and project management.

9. Are there City employees that can perform the work being proposed for contracting?  
 Yes  No

If yes,

- a. Which class(es) and Department(s): \_\_\_\_\_
- b. Is there sufficient Department staff available to perform the work? Yes  No
- c. Is there a current eligible list for the class(es)? Yes  No  Expiration Date \_\_\_\_\_
- d. Estimated time to fill position(s) through CSC process? Unknown
- e. Can the requesting department continue to employ staff hired for the project after project completion? Yes  No
- f. Are there City employees currently performing the work? Yes  No

REPORT OF GENERAL MANAGER

APPROVED  
MAY 17 2010

NO. 10-127

DATE May 17, 2010

BOARD OF RECREATION  
and PARK COMMISSIONERS

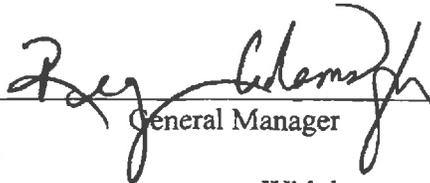
C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR - AWARD OF PROFESSIONAL SERVICES  
CONTRACT TO JEFFREY T. BARBER

R. Adams \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
S. Huntley \_\_\_\_\_  
V. Israel \_\_\_\_\_

\*F. Mok am  
K. Regan \_\_\_\_\_  
M. Shull \_\_\_\_\_

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. For the reasons stated herein, allow Paula Olsen to withdraw her proposal to provide golf instruction and related services for development and implementation of a golf program for youth and families, and authorize staff to return her proposal deposit;
2. Approve the proposed Professional Services Contract between the City of Los Angeles and Jeffrey T. Barber, to provide professional golf instruction and to continue the development and implementation of a golf program directed at youth and families, in an amount not to exceed \$62,400 per year, for a term of one year, with two (2) one-year options to renew, exercisable at the sole discretion of the General Manager, subject to approval of the Mayor and of the City Attorney as to form;
3. Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient expertise to undertake these specialized professional services and that it is more feasible to secure these services by contract;
4. Find, in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best continue the development and implementation of a golf program for youths and families. In order to select the best proposer for this service, the Board finds it was necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in the Request for Proposals (RFP). The Board also finds that the narrower and more specialized competitive sealed proposal process

## REPORT OF GENERAL MANAGER

PG. 2

NO. 10-127

authorized but not required by Charter Section 371, subsection (b), would not meet the Department's needs and therefore opts to utilize the standard request for proposals process;

5. Direct the Board Secretary to transmit the proposed Professional Services Contract to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
6. Authorize the Board President and Secretary to execute the Contract upon receipt of the necessary approvals.

SUMMARY:

The Department of Recreation and Parks began operation of the Tregnan Golf Academy (TGA) in Griffith Park in July 2000. Participants receive instruction in the necessary skills, knowledge, and abilities in order to compete in golf tournaments or to play the game at a higher level. Satellite programs were developed at the Westchester Golf Course in 2007 and the Penmar Golf Course in 2008.

On July 8, 2009, the Board approved the release of a Request for Proposals (RFP) for Golf Youth Instructor in order to secure a multi-year term agreement with a responsible contractor to provide professional golf instruction and to continue the development and implementation of a golf program directed at youth and families in accordance with Professional Golfers' Association of America (PGA) guidelines (Board Report No. 09-195).

On August 14, 2009, the RFP was advertised in the Daily Journal, posted on the Los Angeles Business Assistance Virtual Network (BAVN) and made available on the Department's website. On September 16, 2009, a Pre-Proposal Conference was held to provide potential proposers with a review of the submittal documents and compliance documents. On October 27, 2009, the Department received two proposals:

- Paula Olsen
- Jeffrey T. Barber

As stipulated in the RFP, evaluation of the proposals would occur in two levels. Level I would be a check and review for required compliance and submittal documents and Level II would be a comprehensive evaluation of the proposals by a panel of City employees. Proposers must successfully pass Level I to proceed to Level II. Staff performed a Level I review of the following required documents:

## REPORT OF GENERAL MANAGER

PG. 3

NO. 10-127Compliance Documents:

- 1) Proposer's Signature Declaration and Affidavit
- 2) Disposition of Proposals
- 3) Affirmative Action Plan
- 4) Contractor Responsibility Ordinance Statement
- 5) Equal Benefits Ordinance Statement
- 6) Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance
- 7) Minority Business Enterprise (MBE) / Women Business Enterprise (WBE) / Other Business Enterprise (OBE) Subcontractor Outreach Program
- 8) Bidder Certification – CEC Form 50

Submittal Documents:

- 1) Cover Letter
- 2) Proposal Deposit
- 3) Experience and Qualifications
- 4) Proposed Curriculum
- 5) Proposed Compensation and Facility Use Reimbursement

Level I Proposals are found either Responsive (pass) or Non-Responsive (fail). Both proposers passed the Level I submittal requirements (Attachment A).

On November 30, 2009, an evaluation panel composed of two Department employees and one County of Los Angeles Parks and Recreation Department employee interviewed both proposers and evaluated the proposals for the Level II evaluation. Each proposal was scored in the areas of Experience and Qualifications, Proposed Curriculum, and Proposed Compensation and Facility Use Reimbursement. The evaluation panel scores are as follows:

Proposer	Experience and Qualifications	Proposed Curriculum	Proposed Comp. and Facility Use Reimbursement	FINAL TOTAL
Paula Olsen	119	89	87	295
Jeffrey T. Barber	116	85	90	291

Paula Olsen scored higher in two of three areas and was initially the proposer to be recommended for award of the contract. In December 2009, Paula Olsen informed the Golf Division that she had accepted a full-time golf instructor position in Orange County and would be withdrawing her proposal. On February 18, 2010, staff received a signed letter from Ms. Olsen stating that she was formally withdrawing her proposal. The Golf Division and the Service Contracts Group reviewed the remaining proposal and found that the proposal submitted by Jeffrey T. Barber was a close second and met the needs of the Department.

## REPORT OF GENERAL MANAGER

PG. 4

NO. 10-127

Jeffrey T. Barber has worked as a teaching professional at the Tom Barber Golf Center in Moorpark, California since April 2000, and has developed and implemented a junior golf program at that facility. The proposal includes a sample golf class curriculum which includes family golf, junior golf, and group classes, including classes for women and for seniors. Jeffrey T. Barber proposed a compensation of \$25.00 per hour for the first year of the contract, \$27.50 per hour for the second year, and \$30.00 per hour for the third year.

Staff recommends that the contract be awarded to Jeffrey T. Barber for a term of one (1) year, with two (2) one-year options to renew, exercisable at the sole discretion of the General Manager, in an amount not to exceed \$62,400 per year. Staff also recommends that Paula Olsen be allowed to withdraw her proposal and that her proposal deposit be returned.

Charter Section 1022 Finding

Los Angeles City Charter Section 1022 prohibits contracting out work that could be done by City employees unless the Board determines it is more economical and/or feasible to contract out the service.

On August 28, 2008, the Personnel Department completed a Charter Section 1022 review (Attachment B) and determined that there are no City classifications that could provide professional golf instruction services. It is therefore more feasible to secure these services through an independent contractor.

FISCAL IMPACT STATEMENT:

Funding for this contract will be provided from Fund 302, Department 89, Automated Golf and Tennis Reservation Account 850-00. There is no impact to the Department's General Fund.

This report was prepared by Raymond Chang, Senior Management Analyst I, Finance Division, Administrative Resources Section, Service Contracts Group.

DEPARTMENT OF RECREATION AND PARKS  
GOLF YOUTH INSTRUCTOR RFP  
LEVEL I EVALUATION SUMMARY

		Paula Olsen		Jeffrey T. Barber	
I. Compliance Documents		Submitted	In Compliance	Submitted	In Compliance
1.	Proposer's Signature Declaration and Affidavit	Pass	Pass	Pass	Pass
2.	Disposition of Proposals	Pass	Pass	Pass	Pass
3.	Affirmative Action Plan	Pass	Pass	Pass	Pass
4.	Contractor Responsibility Ordinance (CRO) Statement	Pass	Pass	Pass	Pass
5.	Equal Benefits Ordinance (EBO) Statement	Pass	Pass	Pass	Pass
6.	Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO)	Pass	Pass	Pass	Pass
7.	Good Faith Effort Requirement - MBE/WBE/OBE Subcontractor Mandatory Outreach Program	Pass	Pass	Pass	Pass
8.	Bidder Certification City Ethics Commission (CEC) Form 50	Pass	Pass	Pass	Pass
II. Proposal Items					
1.	Cover Letter	Pass	Pass	Pass	Pass
2.	Proposal Deposit	Pass	Pass	Pass	Pass
3.	Experience and Qualifications	Pass	Pass	Pass	Pass
4.	Proposed Curriculum	Pass	Pass	Pass	Pass
5.	Proposed Compensation and Facility Use Reimbursement	Pass	Pass	Pass	Pass

## PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Recreation and Parks

ATTACHMENT B

## 2. Contacts

Department: Raymond Chang Phone | (818) 243-6421 Fax No. (818) 243-1459  
 CAO: Veronica Salumbides Phone | (213) 473-7561 Fax No. (213) 473-7514

## 3. Work to be performed:

The Department of Recreation and Parks is seeking an amendment to a supplemental agreement with the Contractor Paula Olsen who assists in the development, implementation, and expansion of a Citywide golf program located at Tregnan Golf Academy (Academy) and additionally on an as-needed basis at various Department facilities. The services to be provided are as follows:

1. Develop and implement Golf class curriculum by providing a written curriculum for various age groups in accordance with the Professional Golfer's Association of America (PGA) guidelines, subject to the approval of the Academy Director or his/her designee, which includes golf playing rules, etiquette, safety regulations, specialized instructions, etc.; implement golf class programs, including supervising the implementation of curriculum by instructors; assist with managing Academy planning and operations through daily planning, organizing, and conducting golf classes and clinics; and provide as-needed professional one-on-one instructions at the Academy for youth not involved in the traditional Academy program.
2. Develop and implement golf tournaments and special events for Academy participants to take place at various Department facilities, including the development of tournament schedules.
3. Maintain a Class A PGA teaching card certification during the term of the contract, and
4. Assist with securing sponsorship and partnership opportunities.

4. Is this a contract renewal? Yes  No 5. Proposed length of contract: 1 year Proposed Start Date: 1/1/096. Proposed cost of contract (if known): \$120,0007. Name of proposed contractor: Paula Olsen

## 8. Unique or special qualifications required to perform the work:

Possession of a Class A PGA teaching card certification and the knowledge and expertise of providing junior and family golf instruction, including curriculum development and project management.

## 9. Are there City employees that can perform the work being proposed for contracting?

Yes  No 

If yes.

- a. Which class(es) and Department(s): \_\_\_\_\_
- b. Is there sufficient Department staff available to perform the work? Yes  No
- c. Is there a current eligible list for the class(es)? Yes  No  Expiration Date \_\_\_\_\_
- d. Estimated time to fill position(s) through CSC process? Unknown
- e. Can the requesting department continue to employ staff hired for the project after project completion? Yes  No
- f. Are there City employees currently performing the work? Yes  No

10. Findings

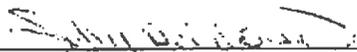
- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform the work

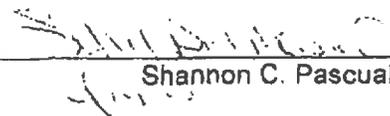
Check if applicable (explanation attached) and send to CAO for further analysis

- Project of limited duration would have to layoff staff at end of project
- Time constraints require immediate staffing of project
- Work assignment exceeds staffing availability

SUMMARY: The Personnel Department completed a 1022 determination for a new three year contract with the same scope of work in April 2008, but the contract was never approved. Therefore, Rec and Parks has requested a one year amendment to the existing Paula Olsen contract which is set to expire 12/31/08. The determination remains the same; there is currently no City classification that can perform the services the department is seeking or meets the requirements outlined above.

Submitted by:   
Dominique Camaj

Reviewed by:   
Shelly Del Rosario

Approved by:   
Shannon C. Pascual

Date: 6/30/08

**BOARD REPORT**

NO. 16-257

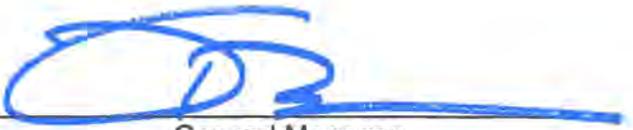
DATE: December 14, 2016

C.D. 6, 13, 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: PEDAL BOAT RENTAL CONCESSION FOR ECHO PARK BOATHOUSE, LAKE BALBOA AND OTHER FUTURE LOCATIONS – RELEASE OF A REQUEST FOR PROPOSAL FOR THE OPERATION OF PEDAL BOAT CONCESSIONS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE II, SECTION 1 OF THE CITY CEQA GUIDELINES

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____



General Manager

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

RECOMMENDATIONS

1. Approve a Request for Proposal (RFP) for the operation of pedal boat rental concessions at Echo Park Lake, Lake Balboa, and other future locations for a five-year Concession Agreement (Agreement) with one five-year extension option, herein included as Attachment 1, subject to review and approval of the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;
3. Direct RAP staff; subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process; and
4. Authorize the General Manager, or Designee, to make any necessary technical changes and incorporate such changes in the RFP, as necessary to carry out the intent of the RFP.

SUMMARY

RAP currently manages two pedal boat rental concessions: One at Echo Park Lake and the other at Lake Balboa.

On December 10, 2012, the Board approved the release of an RFP for the Echo Park Pedal Boats and Café RFP through Report No.12-329 (Attachment 2). The RFP was released to the public on February 14, 2013. No proposals were received due in part to the inability of the prospective

## BOARD REPORT

PG. 2 NO. 16-257

bidders to manage both operations. Subsequently, the Pedal Boat and Café Operation were bifurcated.

On July 11, 2013, RAP issued a 90-Day Interim Permit to Chaffin & Reeves, Inc., the current operators. On September 18, 2013, the Board approved an Interim Concession Agreement with Chaffin & Reeves for a one-year term with two one-year renewal options exercisable at the General Manager's sole discretion through Report No. 13-243 (Attachment 3).

On April 28, 2015, RAP issued a Temporary, Revocable Right-of-Entry Permit to Chaffin & Reeves to operate a second pedal boat rental location as a result of RAP staff identifying an opportunity to bring pedal boats to Lake Balboa.

In preparation for the expiration of these permits, RAP staff has developed this RFP for the operation and maintenance of pedal boat rental concessions at these and other future locations. RAP seeks a qualified, experienced, and financially sound operator who will meet or exceed RAP's expectations and optimize service to the public and profitability of the Concessions. The award of a pedal boat rental concession does not guarantee exclusive right for the successful proposer to operate all pedal boat rental concession locations.

### Proposal and Contractual Provisions

1. Proposal Deposit: A Ten Thousand (\$10,000.00) proposal deposit will be required with the submission of each proposal.
2. Term: Five years with one five-year extension option exercisable at the sole discretion of the RAP General Manager.
3. Echo Park Lake Boathouse Revenue-Sharing Terms: Concessionaire will pay the greater of Sixty Thousand, Five Hundred Dollars (\$60,500.00) or the percentage of gross receipts as bid in response to this RFP. The minimum acceptable percentage is 12% of gross revenue.

Lake Balboa Revenue-Sharing Terms: Concessionaire will pay the greater of Thirty-Two Thousand Dollars (\$32,500.00) or the percentage of gross receipts as bid in response to this RFP. The minimum acceptable percentage is 12% of gross revenue.

4. Echo Park Boathouse Concession Improvements: No concession improvements are required for Echo Park Boathouse. Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

Lake Balboa Concession Improvements: RAP reserves the right to request facility improvements to the pedal boat loading docks, shade/tent structures, and concession trailer/mobile kiosk during the term of the Agreement. RAP reserves the right to request a capital improvement plan upon exercising the five-year renewal option.

## BOARD REPORT

PG. 3 NO. 16-257

5. **Reserve Fund:** The Concessionaire, in addition to submitting a monthly revenue sharing payment, shall also submit to RAP a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars (\$200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund shall not be used for routine repair and maintenance or replacement of equipment. The Fund shall be cumulative and carry-over from year-to-year during the term of the Agreement. In the event of Agreement termination, or at the conclusion of the Agreement term, any amount in this Fund account will remain with RAP. Annually in January, the Concessionaire may submit a request for use of the Fund for expenditures in the coming year, for review and the written approval of the General Manager. In the event of emergency, the Concessionaire shall request in writing the use of the Fund for other purposes, or the General Manager may request use of the Fund on a specific repair, refurbishment, or replacement.
6. **Utilities:** The Concessionaire shall be responsible for utility charges associated with the Concession. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire. In the event that individual utility meters are not available, the Concessionaire shall remit, on a monthly basis in conjunction with revenue-sharing and monthly reserve fund payments to the Department, the amount of Two Hundred Dollars (\$200.00) per location as payment for utilities. The payment for utilities will be subject to increase after the first year of operation to cover increasing utility costs.
7. **Contractual and Financial Terms:** The City will enter into an Agreement whereby the City has no financial responsibility or liability for operation of the Concession and the City will share in profits in the form of a percentage of gross revenue-based and/or annual minimum revenue-based sharing payment in addition to monthly reserve fund payment and utility payments as applicable.
8. **Performance Deposit:** A Performance Deposit (Deposit) will be required to be maintained for the duration of the Agreement in the amount of Ten Thousand Dollars (\$10,000.00). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

### Evaluation Process

Proposals will be evaluated in two Levels. Level I will be a check and review by RAP staff of compliance with City contracting requirements and submittal documents. Level II will be a comprehensive evaluation of the proposals that may consist of a review panel comprised of qualified persons. Proposers must successfully pass Level I to proceed to Level II.

## BOARD REPORT

PG. 4 NO. ~~16-257~~

### RFP Evaluation Criteria

Proposals that pass the Level I review will be evaluated on the criteria below:

- 1) Background and Experience (20 points possible)
- 2) Business Plan (20 points possible)
- 3) Operational Plan (30 points possible)
- 4) Revenue-Sharing Payment (30 points possible)

The RFP will be advertised in the Los Angeles Daily Journal; made available on RAP's website; posted on the Los Angeles Business Assistance Virtual Network (BAVN), and other local community advertising agencies. A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Division.

A mandatory Pre-Proposal Conference will be held following the release of the RFP in order to provide potential proposers with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP). Site walks will be conducted after the conference in order for the potential proposers to view the facilities to gain a better understanding of the operation and maintenance of the Concession.

### ENVIRONMENTAL IMPACT STATEMENT

Approval and release of the RFP does not impact the California Environmental Quality Act (CEQA) Guidelines.

### FISCAL IMPACT STATEMENT

This RFP process has no impact to RAP's General Fund.

This Report was prepared by Sonia Robinson, Management Analyst II, Partnership and Revenue Branch, Concessions Division.

### LIST OF ATTACHMENTS

- 1) Draft Pedal Boat Rental Concession RFP CON-M16-003
- 2) Board Report No. 12-329 dated December 10, 2012
- 3) Board Report No. 13-243 dated September 18, 2013



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposal

For the Operation and Maintenance of the

### **PEDAL BOAT RENTAL CONCESSION (CON-M16-003)**



At

Echo Park  
751 N. Echo Park Ave.  
Los Angeles, CA 90026

Anthony C. Beilenson Park  
6300 Balboa Blvd.  
Van Nuys, CA 91406

**Release Date:**  
**Pre-Proposal Conference:**  
**Due Date:**

XX XX , 2016  
XX, 2016 (see Exhibit \_\_)  
XXXX, 2016 (see Exhibit \_\_)

CITY OF LOS ANGELES,  
DEPARTMENT OF RECREATION AND PARKS  
221 North Figueroa Street, Suite 200  
Los Angeles, CA 90012  
Telephone: (213) 202-3287

Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)  
<http://www.labavn.org/>

Email: [Sonia.Robinson@lacity.org](mailto:Sonia.Robinson@lacity.org)  
[Emily.Kent@lacity.org](mailto:Emily.Kent@lacity.org)

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REQUEST FOR PROPOSAL**

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# REQUEST FOR PROPOSAL PEDAL BOAT RENTAL CONCESSION

## I. INTRODUCTION

The Department of Recreation and Parks (RAP) is pleased to offer an exciting opportunity for a well-qualified business entity to operate and maintain the Pedal Boat Rental Concession (Concession).

Proposers must demonstrate the ability to operate a pedal boat rental concession, clearly articulate achievable plans for an innovative and profitable operation, and be able to document compliance with appropriate laws and regulations.

The selected proposer (Concessionaire) will implement a program that will meet or exceed the objectives of RAP, as well as, incorporate creative ideas that are appropriate to maximize the Concession.

RAP's goals are to (1) provide the public with the best and highest quality products and service, (2) ensure that RAP receives adequate and appropriate revenue sharing, and (3) protect City of Los Angeles (City) assets.

## II. OBJECTIVE

The objective of this Request for Proposal (RFP) is to award a five-year Concession Agreement (Agreement), with one five-year extension option, to an operator who will:

- Provide pedal boat rental service (and other types of non-motorized boat rental) at Echo Park Lake, Anthony C. Beilenson Park (Lake Balboa), and other possible locations as needed, on a year-round basis.
- Provide service to meet the needs and expectations of the City, park patrons and the neighboring community.
- Minimize wait times for pedal boat rental.
- Maximize patron experience and quality of service.
- Provide an attractive ambiance.
- Provide professional service at reasonable market prices.
- Assess, install and provide on-going maintenance and equipment, including all necessary furnishings to create an inviting Concession.
- Establish and increase a strong customer base through the use of marketing and advertising tools and community outreach.
- Implement, maintain and enforce all safety rules and regulations
- Work in partnership with RAP during the normal course of business.

For Echo Park Lake:

- Work in conjunction with the Echo Park Boathouse Café (Café) to provide seamless service to the community.

### **III. DESCRIPTION OF CONCESSION LOCATIONS AND NEARBY AMENITIES**

Concessionaire will provide pedal boat rental services to patrons in the following locations:

- Echo Park Lake
- Lake Balboa
- Other future locations as needed

RAP may add additional locations or remove locations during the term of this agreement period.

The award of a contract does not guarantee concessionaire exclusive right to operate all city-wide pedal boat rental concessions.

#### **Echo Park Lake**

This Concession is located in the Echo Park Boathouse (Boathouse) (Exhibit A), at 751 N. Echo Park Avenue in Echo Park, Los Angeles, CA 90026, on the east side of Echo Park Lake. The Boathouse was originally constructed in 1932 and is designed in Spanish Colonial Revival Style. The Boathouse is a historically significant contributing element to the park surrounding the Lake. The thirteen-acre Lake is surrounded by the Park, with eleven acres of open recreational space. In 2006, the City designated the Park a Historic-Cultural Monument (HCM) No. LA-836.

Other amenities located in the surrounding area include a baseball diamond, lighted indoor and outdoor basketball courts, a play area for children, a lighted football field, two swimming pools, a soccer field and lighted tennis courts. Besides offering a variety of recreational activities, the park is a popular location for entertainment industry filming.

The Boathouse has undergone several aesthetic and building retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation Project (Project), was completed in 2007. It entailed preserving the existing piles, rehabilitating the dock, and providing individuals with disabilities access to the dock.

In July 2012, Phase II of the Project was completed, which included the aesthetic and structural retrofit of the existing building and mechanical systems. The Boathouse premises (described herein in Exhibit A) is shared by two concession operations: the Echo Park Boathouse Pedal Boat Concession (Pedal Boats) and the Café. Exhibit A identifies the spaces assigned to each concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only.

#### **Lake Balboa**

This concession is located at 6300 Balboa Boulevard, Van Nuys, CA 91046, in Lake Balboa (Exhibit A) adjacent to the RAP Lifeguard Station and the dock area of Lake Balboa. Lake Balboa is a twenty-seven acre area filled with water from the Tillman Water Reclamation Plant. The Park is an eighty (80) acre recreation facility, located within the 2,000 acre Sepulveda Flood Control Basin, which is leased from the Army Corps of Engineers. Amenities in this recreational area include barbecue pits, a bicycle path, a cascade, a children's play area, a fly fishing area, a 1.3 mile jogging path, a lake for fishing (swimming is prohibited), a launch ramp, picnic pavilions and picnic tables, private boating (non-motorized or electric), a remote control boating cove, and toilet facilities. The park also features Japanese Cherry Blossom

Trees. Parking lots are available at the park for use by the public. On June 9, 2008, RAP dedicated a universally accessible playground, a playground designed for handicapped and non-handicapped children.

#### **Future Pedal Boat Locations**

RAP reserves the right to add additional pedal boat rental locations as determined by the needs of the City and constituents.

This Concession includes the right and obligation to staff, equip and operate pedal boat rentals.

Concessionaire shall, at all times and at its expense, keep and maintain all equipment in good repair and in a clean, sanitary, orderly condition and appearance whether owned and/or installed by Concessionaire or RAP. This includes but is not limited to: heat exchangers, fans, controls and electric panels, fixtures, plate and mirror glass, and equipment and personal property. RAP will be responsible for utility lines and repairs, including telephone, exterior to the Boathouse.

All maintenance, repairs and replacement of equipment shall be performed at the sole expense of Concessionaire. Concessionaire may elect to not use City-owned equipment, with prior written consent of General Manager.

No equipment provided by City should be removed or replaced by Concessionaire without prior written consent of General Manager, and if consent is secured, such removal and/or replacement shall be at the expense of the Concessionaire.

#### **IV. PROPOSAL ITEMS**

Proposers should include detailed responses to each of the Proposal Items. If selected, the proposer must be willing and able to commit to the Proposal Items and all provisions contained in the Sample Agreement. The contents of a proposer's response will be deemed as a binding commitment and included as an attachment to the Agreement.

Proposers must respond to Proposal Items in their written proposal. Each portion of the proposal must be numbered to correspond with each of the numbered items herein.

##### **Proposal Items**

1. Background and Experience
2. Business Plan
3. Operational Plan
4. Revenue-Sharing Payment

##### **1. Background and Experience – Refer to Exhibit C**

Proposers must provide a written explanation of their background and experience in providing pedal boat operations similar to those described in this RFP. A minimum of three (3) years of experience within the last five (5) years is required. Refer to Exhibit C Level I Requirements for detailed instructions for this requirement.

This item will be evaluated in both the Level I and Level II reviews. The Level I review will evaluate compliance with the minimum experience requirement. In the Level II

review, Proposers will be awarded points based on the experience that exceeds the minimum experience requirements.

## **2. Business Plan**

The Business Plan must address the Objectives stated in Section II. Proposers must provide an operation schedule, including hours and days of operation with a minimum of six (6) hours per day and closed/non-operation day(s). Concessionaire will coordinate with RAP staff and Café staff in order to provide seamless service.

Proposers must provide a description of key personnel and their experience, including licenses and certifications. A minimum of one dedicated manager must be on site at all times. Concessionaire must maintain adequate staffing of employees certified in First Aid, CPR and Water Rescue as indicated in the Safety Plan. The General Manager may evaluate the operation at any time and require additional lifeguards or other safety obligations. Concessionaire will be responsible for all costs associated with any certifications for employees and will reimburse City for any costs in the event that RAP staff assists in providing safety monitoring or other assistance. In the event that adequate staffing procedures and/or safety monitoring are not upheld by concessionaire, the General Manager may direct Concessionaire to close the Concession at Concessionaire's expense until it has been determined that it is safe to resume operations.

**Note: The On-Site Manager must have a minimum of five (5) years experience in the management of a pedal boat rental business.**

Proposers must provide all concession related equipment, including but not limited to point of sale systems and credit/debit card machines, if proposed, and must maintain all equipment in good working condition throughout the term of the Agreement. A list of the major equipment must also be included in the proposal.

Proposals must include a sales and marketing plan.

All permits and licenses including but not limited to a Los Angeles Business Tax Registration Certificate, must be maintained throughout the term of the Agreement.

### **2.1 Additional Services and/or Amenities**

Proposers are encouraged to offer activities and/or amenities (including additional points of sale and/or rental of other non-motorized boats), provided they are appropriate and compatible with other RAP activities.

### **2.2 Financial Projections and Planning**

Proposers are to complete and submit a Pro Forma Financial Statement submittal form (Submittal Form). A copy of the blank Submittal Form is provided in Exhibit F. The Submittal Form is a spreadsheet available online by visiting the web page at the following link: <http://www.laparks.org/proposal.htm>. Click on the link to the Pedal Boat Rental Concession RFP and; look for the Submittal Form link. Proposers should open and check the file, and report any problems immediately to the RAP contact listed on the cover of this RFP.

To complete the Submittal Form, follow the instructions on the first tab of the spreadsheet. Proposers must submit with their proposal both a hardcopy and one new CD-R or flash drive which contains the completed Submittal Form.

The Submittal Form covers anticipated operations for the five-year term of the Agreement. Projections should demonstrate sound financial planning, be realistic, achievable, and support all elements of the proposal.

The Submittal Form requires proposers to provide the following information:

- **Pro Forma Profit and Loss:** Projections for the five-year term, including projected revenues for each category of sales; variable costs (e.g. cost of goods sold); fixed costs (e.g. salaries, advertising and marketing, revenue-sharing, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; Proposers will be able to enter any additional information pertinent to financial planning.
- **Break-Even Analysis:** The proposer's return on investment is reflected here. Proposers should provide a narrative on projected financial planning. Indicate any assumptions made. For example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels. Do you anticipate revenue and/or attendance increases? If so, by how much? What are your figures based on? Indicate any research you have undertaken to support your assumptions.
- **Please submit:**
  - 2.2.1.  a hardcopy of the completed Submittal Form.
  - 2.2.2.  a new CD-R or flash drive which contains the completed Submittal Form.

### 3. Operational Plan

The plan should detail a year-round pedal boat rental operation in the two (2) locations described in Section III. The plan should name all equipment, including, but not limited to, point of sale systems and credit/debit card machines.

#### Echo Park Lake location:

The proposer should describe a schedule indicating which days and hours the operation will be open. Hours should coincide with the Café and are subject to RAP's approval.

#### 3.1 Pedal Boat Rental Operation

The operator will be required to:

- Provide a minimum of ten (10) pedal boats for rent at all times
- Provide an adequate number of life jackets and safety vests in a variety of sizes to service a diverse population
- Maintain and replace life jackets as needed
- Have a pedal boat repair technician on-site at all times
- Ensure all equipment is operational and in good working condition
- Use a cash register or point of sale system

### 3.2 Pedal Boat and Water Front Safety

Due to the potential for water-related injuries the operator will be required to:

- Post all applicable safety rules and regulations.
- Implement and enforce all safety rules and regulations.
- Ensure that certified water safety staff are trained and knowledgeable of guidelines.
- Provide and use a Jon boat for the purposes of towing pedal boats, effecting rescues, and notifying patrons of rule infractions.

### 3.3 Proposed Equipment

- 3.3.1  Include a list of major equipment that will be used and a plan to maintain the quality and/or replace each throughout the life of the Agreement. Refer to Exhibit E for information regarding ownership of equipment purchased and installed by Concessionaire.

Note: City shall at no cost to Concessionaire, provide certain equipment which shall remain the property of the City (Exhibit J & K). The City reserves the right to at any time to replace any and all City-owned equipment with functionally equivalent equipment, or discontinue certain equipment items due to breakage and/or loss of functionality.

- 3.3.2  Indicate technically advanced equipment or tools to be used, such as point-of-sale systems, inventory management systems, instruction tools, security systems, etc. include features and benefits of each. If none are to be used, so state in the proposal.

## 4. Revenue-Sharing Payment:

A revenue-sharing fee is paid monthly by Concessionaire to RAP, to be proposed as follows:

**NOTE: ONLY ONE REVENUE-SHARING PAYMENT PROPOSAL PER SUBMITTAL. MULTIPLE REVENUE-SHARING PAYMENT PROPOSALS WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE.**

**Proposers must submit proposals that meet or exceed the minimum acceptable revenue-sharing payment levels listed below.**

### Echo Park Pedal Boats

Concessionaire will pay the greater of:

- Sixty Thousand Five Hundred Dollars (\$60,500.00)

Or

- A percentage of gross receipts as bid by Proposer. The minimum acceptable percentage is twelve percent (12%).

### **Lake Balboa Pedal Boats**

Concessionaire will pay the greater of:

- Thirty-Two Thousand Four Hundred Dollars (\$32,400.00)

Or

- A percentage of gross receipts as bid by Proposer. The minimum acceptable percentage is twelve percent (12%).

### **Future Pedal Boat Locations**

The minimum revenue-share payment for future locations will be negotiated and determined by comparable existing pedal boat rental operations.

If the annual minimum revenue-sharing payment is not met by December 31<sup>st</sup> of each calendar year, the difference between the actual revenue-sharing payment received by RAP and the annual minimum revenue-sharing payment will be due to RAP by January 15<sup>th</sup> for the preceding year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof. Refer to the Sample Agreement (Exhibit E).

- 4.1 Revenue-sharing payment must be stated as a Percentage of Gross Receipts. Refer to Exhibit \_\_\_\_\_, Section 6.C, for the definition of Gross Receipts.
  - 4.1.1. \_\_\_\_\_ Revenue-sharing terms must also be indicated in the Pro Forma Financial Statement submittal form.
- 4.2 \_\_\_\_\_ Proposer must provide justification, based on their financial projections, planning, and relevant market research, that the proposed revenue-sharing payment is competitive as well as sustainable and realistic.

Concessionaire, in addition to submitting a monthly revenue-sharing payment, shall submit to RAP a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars (\$200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements.

Concessionaire will be responsible for utility charges associated with the Concession. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. In the event that individual utility meters are not available, Concessionaire shall remit, on a monthly basis in conjunction with the revenue-sharing and monthly reserve fund payments to RAP, the amount of Two Hundred (\$200.00) as payment for utilities.

Payment of utilities will be subject to increase after the first year of operation to cover increased utility costs.

Optional Concession Improvements:

Any improvements, repairs or physical alterations to Boathouse or dock (Exhibit A) during the term of the Agreement, must be approved in writing by RAP.

## V. EVALUATION AND AWARD

### A. Evaluation Process and Criteria

RAP reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals consists of two levels. **Each proposer must pass Level I in order to advance to Level II.**

**Level I – Compliance with RFP Submission Requirements** (Exhibits B, C, D, H and I). RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with mandatory document submissions as follows:

- Cover Letter (Refer to Exhibit B)
- Proposal Deposit – Ten Thousand Dollars (\$10,000.00) **for each submitted proposal**
- Compliance Documents (Refer to Exhibits D, H and I)
- Background and Experience (Refer to Exhibit C)
- Financial Capacity (Refer to Exhibit C)

**Level II – Evaluation and Scoring Criteria:**

Responsive proposals will be evaluated, ranked and scored based on the criteria below:

Background and Experience (20 points possible)

Business Plan (20 points possible)

Operational Plan (30 points possible)

Revenue-Sharing Payment (30 points possible)

RAP may conduct interviews to clarify information submitted in the proposals. Should interviews be held they will be scheduled at a later date.

### B. Evaluation and Recommendation

Responsive proposals will be scored in each of the criteria above and ranked according to scores. A comprehensive evaluation of the proposals by a panel of City and/or non-City employees will be conducted.

Furthermore, the City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each respondent and any information contained in its proposal.

Proposals will be evaluated solely on the above criteria and will be used to formulate the basis for the General Manager's recommendation in a Board Report. The Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation stating publicly the reasons for their action.

**C. Award**

RAP recommends contract awards to the Board. RAP will notify all proposers in writing of the General Manager's recommendation. Since Lake Balboa is located on land leased by the City from the Corps, the recommended contract award is subject to approval by the Corps, as are any future amendments.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Agreements are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

Once the award is approved, the awarded concessionaire will complete and submit the additional documents as required by the RFP, City Attorney, City Ordinance, State and/or Federal laws within sixty (60) calendar days from the date the contract approved by City Council.

**D. Protest**

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**E. City's Right to Reject Proposals and to Waive Informalities**

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."

**IMPORTANT:**

**Charter Section 371(e)(10)**

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of RAP's concession. To select the best proposer for this concession, the Board finds it is necessary to utilize a standard request for

proposal process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP's needs and therefore opts to utilize the standard request for proposals process.

**VI. EXHIBITS**

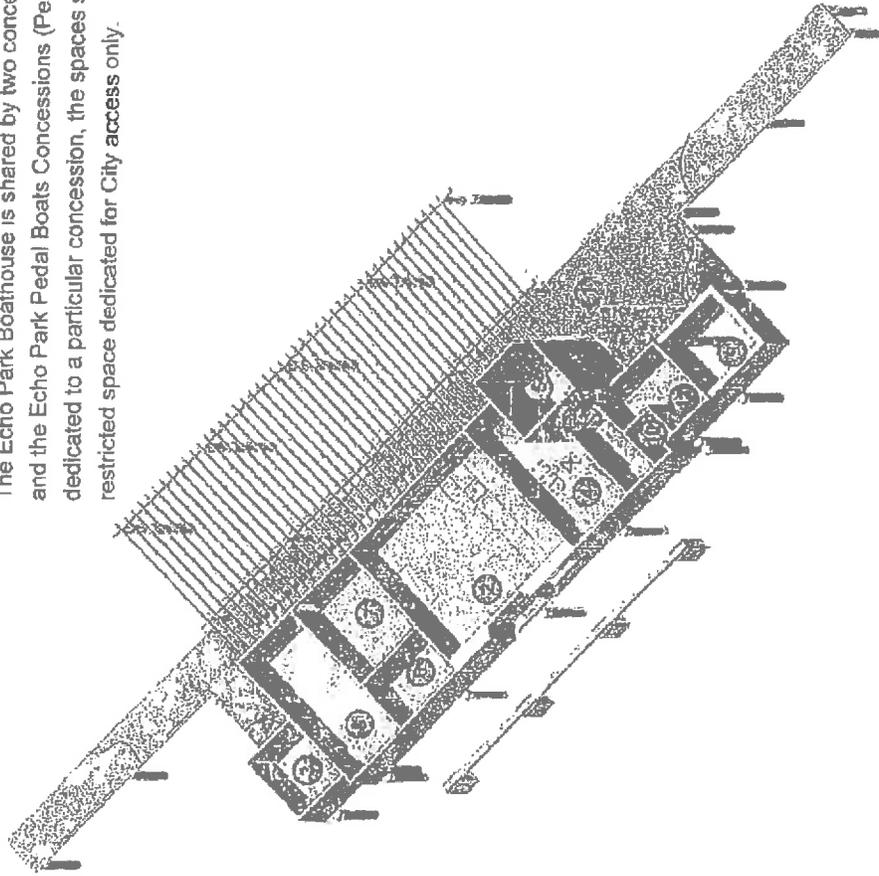
- A. Premises Map
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Concession Agreement
- F. Pro Forma Financial Statements Submittal Forms
- G. Insurance Requirements
- H. Echo Park Boathouse Floor Plan

DRAFT

RFP  
EXHIBIT A  
Page 1 of 2

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

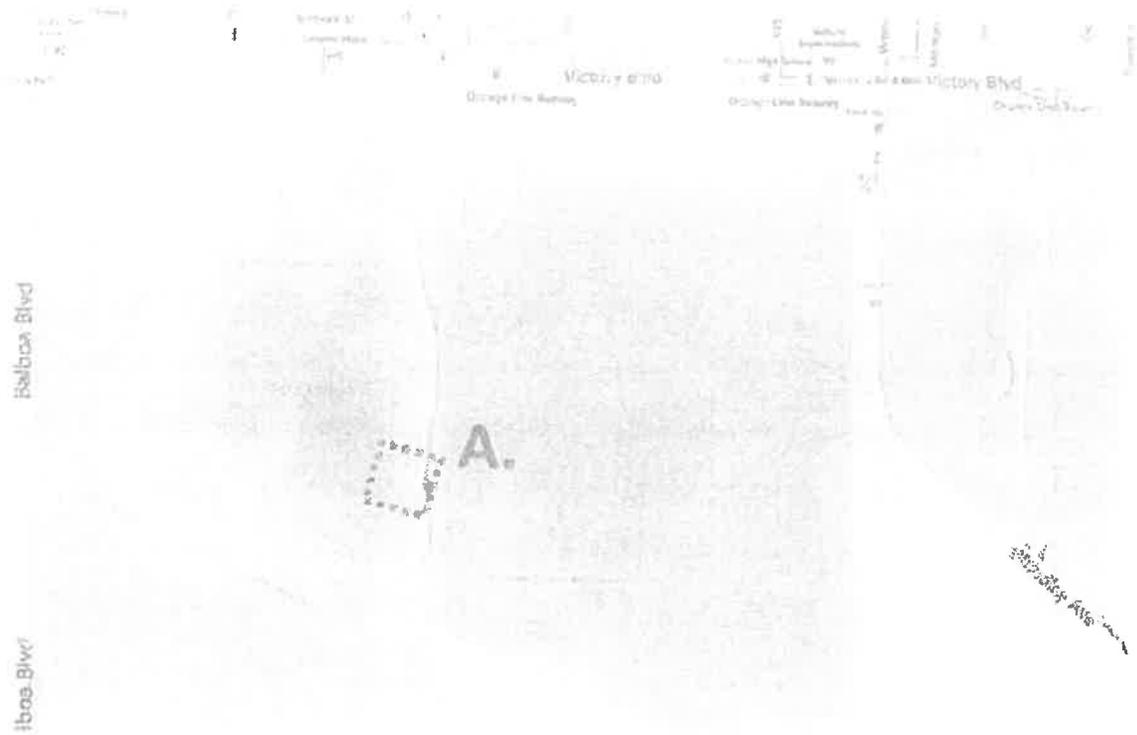
The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only.



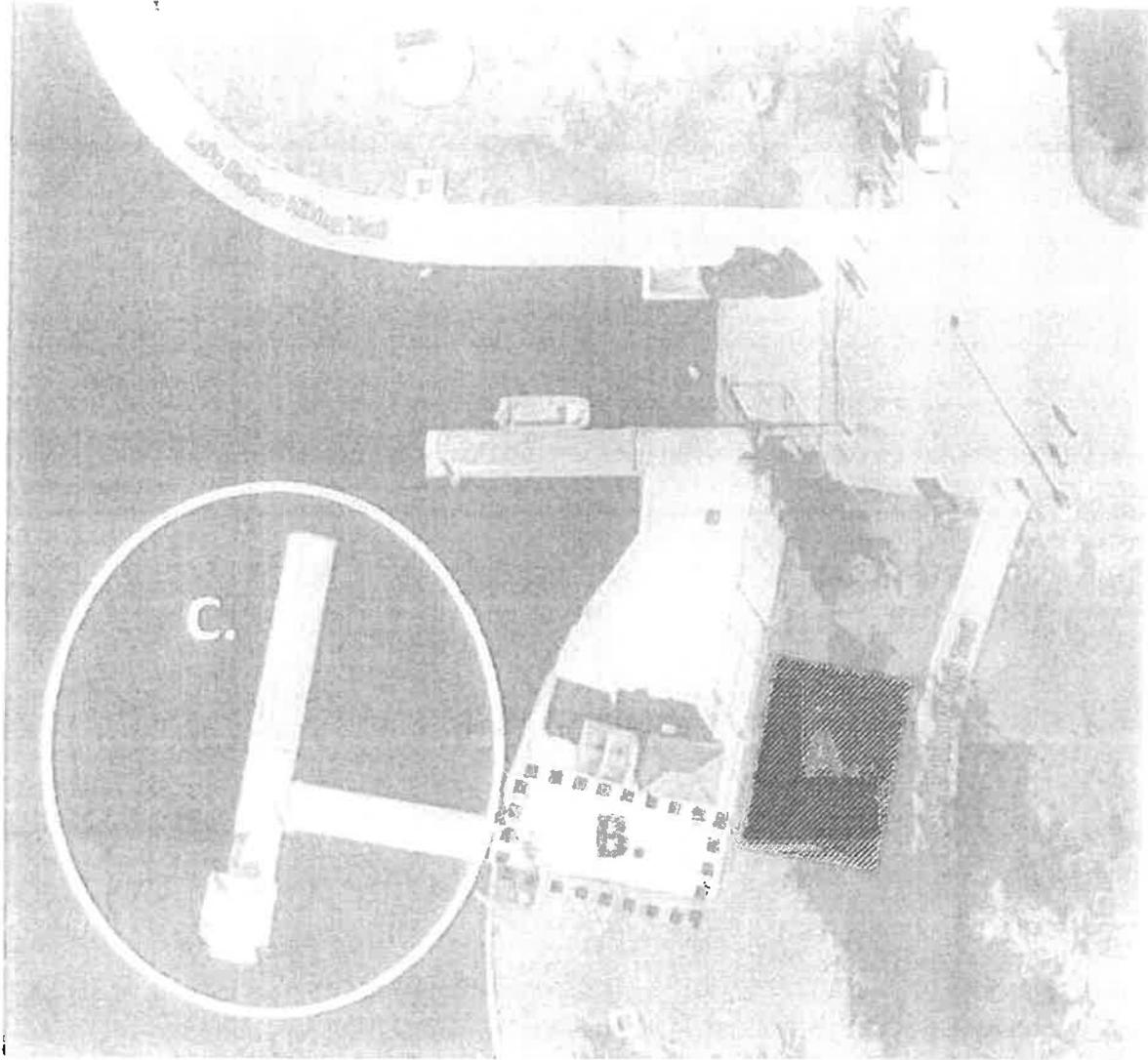
1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/STORAGE ROOM (Café)



Page 1 of 3  
RFP Exhibit A - Premises Map -- Orientation  
Lake Balboa, vicinity of Lifeguard Station



A. Lake Balboa Lifeguard Station and Boat Dock  
6300 Balboa Boulevard., Van Nuys CA 91046.



- A. Concrete Pad with Kiosk for Ticket Sales
- B. Walkway and Patron Prep Area
- C. Dock for Loading and Unloading Pedal Boat Patrons



**REQUEST FOR PROPOSALS  
FOR PEDAL BOAT RENTAL CONCESSION  
(CON-M16-003)**

**INSTRUCTIONS TO PROPOSERS**

**A. Submitting a Written Proposal**

To be considered for award of this Agreement, proposing entities must submit a sealed, written proposal in response to the Proposal Items indicated herein. Proposals provide information about background, current business practices, applicable experience, and plans for servicing this Contract. Proposals are evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

- Ensure proposal is easy to read and well-organized in its response to RAP objectives.
- Verify that proposal is complete and thoroughly responds to all Proposal Items and Compliance Documents described in the RFP.
- Formulate responses precisely and with detail. Avoid vague, meaningless, or open-ended responses. Explain how your response furthers the stated objectives.
- Make sure proposal demonstrates that your financial projections and cost estimates are realistic and sustainable.
- If there are significant risks in your business strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award for the Agreement; therefore, proposers should be as thorough and as detailed as possible when responding to each Proposal Item and assembling a proposal. Proposers will not be able to add to or modify their proposals after the proposal due date. RAP may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

**B. Submitted Proposals**

Proposals accepted by RAP in writing constitute a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material. **Submitted Proposals - Proposals must contain ALL of the following:**

**1. Cover Letter**

Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

- Proposing company's legal name (to be used on all documentation associated with this RFP and the resultant Agreement).
- Type of business (corporation, partnership, or sole proprietorship).
- Key names, including title and position.

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- Name of main point of contact; said point of contact will be the only recipient of all information related to this RFP and will function as the equivalent to RAP's Contract Coordinator.
- Complete mailing addresses.
- Telephone and fax numbers (including office and cell numbers as appropriate).
- E-mail addresses, and any other information needed by City staff to contact proposers.
- A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

## **2. Proposal Deposit**

All proposals must include a Ten Thousand Dollars (\$10,000.00) Proposal Deposit in the form of a cashier's check only, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into an Agreement with RAP. The selected proposer shall have sixty (60) calendar days from the date the contract is awarded by the Board to review, sign and return the contract to RAP. In the event the selected proposer fails to return the signed contract and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after ninety (90) calendar days from the date the contract is awarded, the contract is not signed and returned, the City maintains the right to move on to the proposer with the next highest selection ranking.

The Proposal Deposit of the successful proposer will be released upon receipt of the required Performance Deposit, evidence of insurance and execution of the Agreement. In the event that an award is made and the successful proposer fails to execute the Agreement and to provide the required Performance Deposit and insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by RAP.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of an Agreement with the proposer awarded the contract. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Agreement and another proposer is considered for award.

## **C. Proposal Submittal Information**

### **Deadline for Submission**

To be considered, proposals must be received on or before XXXXXXXXX.

### **Where to Submit your Proposal**

The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled "Pedal Boat Rental Concession" Said envelope or box shall have the name and address of the Proposer on the outside and be delivered to:

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Los Angeles Department of Recreation and Parks  
Office of the Board of Commissioners  
Attention: Board Secretary  
221 N. Figueroa Street, Suite 300  
Los Angeles, CA 90012

**Number of Copies**

Please provide one (1) original, one (1) non-bound reproducible copy, four (4) copies, and one (1) electronic copy on CD, DVD, USB Flash Drive. Plainly identify the respective documents. An original is one in which a form requiring a signature must be signed in wet ink. A reproducible copy is one which can readily be reproduced through a photocopier. If the proposal contains confidential information, a redacted, non-bound reproducible hard copy and an electronic copy of the redacted, non-bound proposal must be submitted in addition to all submitted materials.

**Important Notices**

Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the proposer(s) announced. No other information about the proposals will be made public until such time as a recommendation concerning proposals is made to the Board of Recreation and Park Commissioners (Board).

RAP reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board Office at (213) 202-2610, Attn: Board Secretary. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

A proposal will be returned only if the above-described withdrawal request explicitly requests that it be returned. It will be returned either to a representative of the proposer who personally presents the withdrawal request with original signature to the Board Office or by USPS mail after the original signed request is received. The proposal will be sent by means of some other service only if the proposer pays for that service.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice and return proposals and deposits.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

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**Mandatory Pre-Proposal Conference**

Pre-Proposal Conference (Conference):

Date: XXXXXXXX, XXXX  
Time: XXXXXXXX  
Location: XXXXXXXX  
XXXXXXX, CA

The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs of Pedal Boat Rental Concession. Attendance is mandatory. **It is highly recommended that prospective proposers read the complete RFP prior to the Conference and begin preparation of their proposal in order to maximize the benefits of the Conference.**

**Contact with City Personnel**

Please direct all comments and questions to the Contract Coordinator and Alternate Contract Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Name: Sonia Robinson, Contract Coordinator, Concessions Division  
Emily Kent, Alternate Contract Coordinator, Concessions Division  
Address: P.O. Box 86610  
Los Angeles, CA 90086-0610  
E-mail: Sonia.robinson@lacity.org  
Emily.kent@lacity.org  
Fax: (213) 202-4311

To maximize the effectiveness of the Conference, the Contract Coordinator requests that, to the extent possible, proposers provide questions in writing prior to the Conference. This will enable the Contract Coordinator to prepare responses in advance. Specific questions concerning the RFP should be submitted in writing to the Contract Coordinator and Alternate Contract Coordinator.

Additional questions may be accepted, in writing, at the Conference. However, responses may be deferred and provided as addenda to the RFP at a later date. **All questions must be in writing. Responses to questions will be posted to the Department's website and to labavn.org. It is recommended that questions be submitted as soon as possible in order to provide the Department sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after XXXXXXXX, 2016, 5:00 PM.**

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the passage can be quickly found in the RFP. RAP reserves the right to group similar questions when providing answers.

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If RAP requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the Contract Coordinator listed above.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in RAP not receiving the best possible responses from proposers.

**D. Document Check**

Please check the contents of the RFP package carefully to ensure that you have all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the Contract Coordinator identified above.

The complete RFP package and all forms and information are also available at [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm). Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator at the above address in writing or fax no later than the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

**E. Contractual Arrangements**

The proposer selected to perform the services outlined in this RFP will enter into an Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles.

**F. Verification of Information**

RAP reserves the right to verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, RAP reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, RAP reserves the right to terminate the Agreement.

**G. Cost of Preparation**

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal. All proposers who respond to solicitations do so solely at their own expense.

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**LEVEL I REQUIREMENTS****1. Compliance Documents**

As part of the RFP process, all proposers are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibits D, H and I of the RFP ("Compliance Documents").

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on a City website, and/or by phone with the administering City Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your proposal:

- a. Proposer's Signature Declaration and Affidavit (Section I.A of Exhibit D)  
The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Concession Agreement must be consistent. Only the original notarized form is acceptable.
- b. Disposition of Proposals (Section I.B of Exhibit D)  
The document must be signed by an individual authorized to bind the proposer.
- c. Affirmative Action Plan (Section I.C of Exhibit D)  
Please read instructions in Exhibit D.
- d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit D)  
Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
- e. Equal Benefits Ordinance Statement (Section I.E of Exhibit D)  
Please read the instructions in Exhibit D.
- f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit D). Submittal of documents only required if the proposer is applying for an exemption to the ordinance requirements.
- g. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D)  
It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts.

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Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer’s BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)).

**A proposer’s failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.**

The anticipated participation levels are as follows:

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

- h. Municipal Lobbying Ordinance / Bidder Certification –  
City Ethics Commission (CEC) Form 50 (Section I.H of Exhibit D).  
Please read the instructions in Exhibit D.
- i. Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)  
Please read the instructions in Exhibit H.
- j. Compliance with First Source Hiring Ordinance  
Please read the instructions in Exhibit I.
- k. Federal Tax ID Number and Form W-9  
Please submit your Federal Tax ID Number with the proposal. The name on either document must match the proposer’s legal business name, as listed on the Proposer’s Signature Declaration and Affidavit.

Complete and submit an original Form W-9 with your proposal (Section I.I of Exhibit D). The name on the W-9 must match the proposer’s legal business name, as listed on the Proposer’s Signature Declaration and Affidavit.

- l. Iran Contracting Act of 2010 Complinance Affidavit  
Please complete, sign, and submit the form with the proposal (Exhibit M)

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*Only the proposer selected for award of this agreement shall submit the following additional required items prior to execution of the Agreement (within forty-five [45] calendar days from the date the agreement is awarded by the Board to the selected proposer):*

- m. Americans with Disabilities Act Certification
- n. Business Tax Registration Certificate
- o. Certification of Compliance with Child Support Obligations
- p. Contractor Responsibility Ordinance – Pledge of Compliance
- q. City-approved Proof of Insurance
- r. City-approved Performance Deposit
- s. Los Angeles Residence Information (location of selected concessionaire’s headquarters and percentage of workforce residing in Los Angeles)
- t. LWO/SCWRO – additional related forms from item 4.d. above
- u. Slavery Disclosure Affidavit
- v. First Source Hiring Ordinance – FSHO-1

Failure of the selected proposer to submit all the required documents (specified as items “m” through “w” above) and submit a signed Agreement within forty-five (45) calendar days from the date the contract is awarded by the Board shall cause the proposal to be deemed non-responsive, and a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after ninety (90) calendar days from the date the contract is awarded by the Board, the contract is not signed and compliance documents not submitted and received by the Board Office, the City maintains the right to move on to the proposer with the next highest selection ranking.

## **2. Background and Experience**

Describe your business entity’s background and experience in providing pedal boat operations. If this is a new company, partnership, or joint venture formed for the operation of this Concession, describe the background and qualifications of each of the partners or principals.

**Note:** This section pertains to your business entity’s PAST experience and CURRENT operations, not your PROPOSED operation for this Concession.

### **2.1 Ownership Description**

Proposers must include a response to each proposal item listed below:

- 2.1.1 \_\_\_ Address
- 2.1.2 \_\_\_ Length in business (in years and months)
- 2.1.3 \_\_\_ Type: Sole Proprietorship, Partnership, Joint Venture, Corporation or a *limited* liability company (LLC), etc.
- 2.1.4 \_\_\_ Size of company (includes total number of employees and annual gross revenue)
- 2.1.5 \_\_\_ Organizational chart
- 2.1.6 \_\_\_ Names of persons responsible for operations

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- 2.1.7 \_\_\_ Any pending mergers (if none, so state in response to this section)  
2.1.8 \_\_\_ Ownership information for all proposed subcontractors

**2.2 Description of proposing entity's experience in and knowledge of operating and managing similar venues.**

This section pertains to your business entity's PAST experience and CURRENT operations, not your PROPOSED operation for this RFP.

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

- 2.2.1 \_\_\_ Description of similar current and past operations;  
2.2.2 \_\_\_ Revenues of past or current comparable operations under the proposer's management, broken down by category (pedal boat operation etc.), for the previous five years.  
2.2.3 \_\_\_ Proposer's years of above experience.  
2.2.4 \_\_\_ Extent of any related experience.  
2.2.5 \_\_\_ Additional information that demonstrates your qualifications

**2.3 Contracts History (include contact information for all contracts listed):**

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

- 2.3.1 \_\_\_ List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for the termination.  
2.3.2 \_\_\_ List of all contracts which terminated during 2016, along with an explanation of the reasons for the termination.

**2.4 Current Operations**

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

- 2.4.1 \_\_\_ Employee hiring, training, motivation, and promotion policies.  
2.4.2 \_\_\_ Methods and controls for accounting.

**2.5 References**

Proposers must include a response to each proposal item listed below:

- 2.5.1 \_\_\_ Business References: Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, telephone numbers, and the scope of the business relationship.  
2.5.2 \_\_\_ Financial References: Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, telephone numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.)

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**3. Financial Capacity**

Each proposer must demonstrate the financial means and resources to finance, operate, and sustain the Concession operation as proposed, including start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital, if needed. To this end, each proposer must provide, with the submitted proposal, the following items. All items submitted are subject to verification by RAP.

**3.1 Good Standing**

No qualified opinion in the audited financial statements, including "going concern" issues.

**3.2 Amount of Investment Required**

State the amount of investment you will require to begin operations as proposed. This amount must include Start-Up Costs (Proposers must include a response to each proposal item listed below):

3.2.1 Amount of Investment to begin operations as proposed (to include):

- Performance Deposit
- Inventory
- Equipment
- Operating Supplies
- Improvements
- Others (list)

The amount stated here must be consistent with the proposer's Financial Projections and Planning, which is to be completed in response to Section 1.2 Page 4 of this RFP.

**3.3 Source(s) of Funding Concession Operation**

Proposers must include a response to each proposal item listed below:

3.3.1  Indicate whether the proposed source of funding the above amount is cash reserves, financing from a commercial lender, other sources, or a combination thereof.

3.3.2  Of the total amount required, indicate the amount that is to be funded through each source.

**3.4 Financial Documentation**

Each proposer must provide, with the proposal, the following written verification of its ability and commitment to provide adequate funding in the amount indicated above.

(If a partnership or joint venture, the following must be provided for each of the entities comprising the partnership or joint venture.)

Proposers must include a response to each proposal item listed below:

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- 3.4.1 If cash reserves are to be used to fund the operation, provide the following (If no cash is to be used, so state in your response to this section):
- \_\_\_ Bank statements for the proposing entity for the twelve (12) months preceding the release date of this RFP.
  - \_\_\_ If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures.
- NOTE: Such letter must be an original and must be notarized.**
- \_\_\_ Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used ("Current" shall mean current as of XX 20XX or later).
- 3.4.2 If loans are to be used to fund the operation, provide the following (if no loans are to be used, so state in your response to this section):
- \_\_\_ A copy of an unconditional, formal letter of commitment from the lender(s);
  - \_\_\_ Copies of current credit reports/ratings of the proposing entity. ("Current" shall mean current as of XX 20XX or later)
- 3.4.3 Provide detailed documentation for any additional sources of funding. If no other sources of funding are to be used other than those already indicated, so state in your response to this section.



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## EXHIBIT D

# COMPLIANCE DOCUMENTS

## REQUEST FOR PROPOSAL

Partnership and Revenue Branch  
Concessions Unit  
221 North Figueroa Street, Suite 200  
Mail Stop 625-26  
Los Angeles, CA 90012  
Telephone: (213) 202-3280  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

August 2016



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**COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSAL**

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- K. Iran Contracting Act of 2010 Compliance Affidavit

**SECTION II – Compliance Documents to be submitted by Selected Proposer**

- L. Americans with Disabilities Act Certification
- M. Business Tax Registration Certificate
- N. Certification of Compliance with Child Support Obligations
- O. Contractor Responsibility Ordinance – Pledge of Compliance
- P. City-Approved Proof of Insurance (*See separate exhibit attached to RFP*)
- Q. City-Approved Performance Deposit (*See RFP for acceptable forms of deposit*)
- R. Los Angeles Residence Information
- S. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms
- T. Slavery Disclosure Affidavit



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SECTION I

Compliance Documents to be Submitted with Proposals

**PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

**SECTION A****PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each proposal, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive, the response is not made in the interest or on behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and, the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Bid/Proposal

**Signatures:**

Individual: (e.g., Individual dba [Name or Company], etc) – Individual must sign affidavit.

Partnership: At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

**Note:** An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the corporation. An acknowledgement at the base of the Resolution must state that it is unchanged, in force, and must be signed by the Corporate Secretary with the current date.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_

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

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

is of \_\_\_\_\_  
(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month / Year) (Title)

\_\_\_\_\_  
(Notary Public) (Date)

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

**DISPOSITION OF PROPOSALS**

**SECTION B**

**DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Bid/Proposal

**Signatures:**

The person signing must be authorized to bind the proposer.

**Disposition of Proposals**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles (City) and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 *et seq.*)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

\_\_\_\_\_

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

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

\_\_\_\_\_  
Date

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,  
AND AFFIRMATIVE ACTION PROGRAM**

**SECTION C****NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM**

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 for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. 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 for which the consideration is Twenty Five Thousand Dollars (\$25,000.00) 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 contains similar language shall be made available to the Office of Contract Compliance upon request.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

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>.

**INSTRUCTIONS:**

- a. No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website: [bca.lacity.org](http://bca.lacity.org)

**INSTRUCTIONS:**

- a. The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

**CITY OF LOS ANGELES**  
**CONTRACTOR RESPONSIBILITY ORDINANCE**  
 (Los Angeles Administrative Code Section 10.40 et seq.)

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

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

**2. When was the Ordinance adopted?**

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

#### **5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

#### **6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

#### **7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

#### **8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

#### **9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the 14 calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

#### **16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

#### **17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

#### **18. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

#### **19. Are there any exemptions under the Ordinance?**

Generally, two categories of exemptions exist under the CRO:

##### **(1) Agreements exempt from all the CRO requirements:**

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

**(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.**

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number (if applicable) and Project Title		

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name			
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

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

Vice President: \_\_\_\_\_

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

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

### C. OWNERSHIP AND NAME CHANGES

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

Yes     No

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

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

Yes     No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

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

Yes     No

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

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

Yes     No

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

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]**

#### D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?  
 Yes     No

If **Yes**, explain the circumstances on Attachment B.

#### E. PERFORMANCE HISTORY

7. How many years has your firm been in business? \_\_\_\_\_ Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes     No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.  
 Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. 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 on Attachment B the circumstances surrounding each instance.

**F. DISPUTES**

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

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

**Yes**     **No**

14. Does your firm have any outstanding judgements pending against it?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

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

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

**G. COMPLIANCE**

16. 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 Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

#### H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

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

Yes     No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes     No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes     No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

#### CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

---

Print Name, Title

Signature

Date

**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

**ATTACHMENT B FOR SECTIONS D THROUGH H**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page** \_\_\_\_\_

**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' 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.

**EQUAL BENEFITS ORDINANCE AFFIDAVIT AND FIRST  
SOURCE HIRING ORDINANCE (FSHO)**

**SECTION E**  
**EQUAL BENEFITS ORDINANCE AFFIDAVIT**  
**AND**  
**FIRST SOURCE HIRING ORDINANCE (FSHO)**

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 Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org), prior to award of a City contract that exceeds Twenty Five Thousand Dollars (\$25,000.00). The affidavit shall be valid for a period of three (3) years from the date it is first **uploaded** onto the City's BAVN. 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 Affidavit.

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

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded on the City's BAVN.

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

**INSTRUCTIONS:**

- a. All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit web application form located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org).

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

**INSTRUCTIONS:**

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the LWO by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.

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

**1. What is the Living Wage Ordinance?**

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

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

**6. Are all employees covered by the Ordinance?**

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

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

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

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

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

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

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

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

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

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

**11. Are there any exemptions available under the Ordinance?**

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

- Service agreements that are less than 3 months or \$25,000 or less.

- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
- 1. The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
- 2. The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
- (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

**LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION**

OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**CONTRACTOR INFORMATION:**

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: \_\_\_\_\_

**NON-COVERAGE INFORMATION:****TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS**

REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A <i>detailed</i> memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

**EXEMPTION INFORMATION:**

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

**TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY**

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

**TO BE REQUESTED BY CONTRACTORS ONLY**

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form

Signature of Person (Contractor) Completing This Form

Title

Phone #

Date

**ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.**

**AWARDDING DEPARTMENT USE ONLY:**

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

**OCC USE ONLY:**

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

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

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

## LWO –DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: \_\_\_\_\_

**EXEMPTION INFORMATION:**

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if <b>the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>▪ The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, <b>Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</b></li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li>2. <b>ANSWER</b> the following questions:                             <ol style="list-style-type: none"> <li>A. <b>STATE</b> the hourly wage of <b>HIGHEST</b> paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of <b>LOWEST</b> paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY B</b> by 8: \$ <u>0</u> _____</li> </ol> </li> <li>3. Based on Question 2 above, is <b>A</b> less than <b>C</b>?  <input type="checkbox"/> YES <input type="checkbox"/> NO                              If NO, your company is <b>NOT eligible</b> for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. <b>Fill &amp; Submit</b> LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. <b>If you have employees in the future, you must comply with the Ordinance.</b>	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that **should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.**

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

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

Title \_\_\_\_\_ Phone # \_\_\_\_\_

Date \_\_\_\_\_

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

**AWARDING DEPARTMENT USE ONLY:**

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

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

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

## LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

### EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements.**

**INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

#### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): \_\_\_\_\_
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: \_\_\_\_\_

#### SECTION I: BUSINESS INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. Effective July 1, 2016, my gross annual revenues for all of my businesses are less than \$497,363 for the 2015 calendar year.	ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and effective July 1, 2016, my gross annual revenues from all my business(es) on City premises are less than \$497,363 for the 2015 calendar year.	ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you **DID NOT** check off ANY boxes in PART A, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**  
If you checked off ANY boxes in PART A, continue to Section II.

#### SECTION II: EMPLOYEE INFORMATION

CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:

PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises). <input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off ANY boxes in PART C, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**  
If you checked off ANY box in PART C, **ATTACH** supporting documentation, **SIGN, AND SUBMIT EXEMPTION FORM.**

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____
	Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

#### AWARDDING DEPARTMENT USE ONLY:

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

#### OCC USE ONLY:

Approved / Not Approved -- Reason: \_\_\_\_\_  
By OCC Analyst: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF LOS ANGELES****Service Contractor Worker Retention Ordinance  
(Los Angeles Administrative Code Section 10.36 et seq.)****1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**BUSINESS INCLUSION PROGRAM**

**SECTION G**

**BUSINESS INCLUSION PROGRAM**

Established by Mayor's Executive Directive No. 14 (Villaraigosa Series), the Business Inclusion Program requires all respondents to Requests for Bid (RFB), Requests for Proposal (RFPs), and Requests for Qualification (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org)

**INSTRUCTIONS:**

All proposers must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)  
FOR A REQUEST FOR PROPOSAL (RFP)**

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) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The Recreation and Parks anticipated levels of

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

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

**CITY OF LOS ANGELES' POLICY  
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

**SUMMARY**

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

**B. DEFINITIONS**

- i. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly 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 \$14 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 does not exceed \$3.5 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, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

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

- 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 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>
  - 2) CalTrans  
Caltrans Division of Procurement and Contracts/Material and  
Distribution Branch/Publication Unit  
1900 Royal Oaks Drive, Sacramento, CA 95815  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
  - 3) Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
  - 4) Southern California Minority Business Development Council, Inc. (for  
a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 Fax: (213) 689-1707  
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: 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.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,

unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which 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.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

### **C. BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents 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 department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (<http://www.lacity.org>) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [support@labavn.org](mailto:support@labavn.org).
2. Email the Contract Coordinator listed in the RFP.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Contract Coordinator listed in the RFP.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

***Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.***

1	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

2	<b>ATTENDED PRE-BID MEETING</b>
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies 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 proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

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

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers 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 potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Letters must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE 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 proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

**Note:** Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN'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. Proposers 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 proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

<b>5</b>	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

<b>6</b>	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer 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 proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

**Required Documentation:**

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) The responses and/or bids received;
  - 2) The name of the subconsultant who submitted the bid/quote;
  - 3) A brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFP response being deemed non-responsive.

**Note:** Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer 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 proposer.

**Required Documentation:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers 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 proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, 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 response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

**D. AWARD OF CONTRACT**

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

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

**E. SUBCONSULTANT SUBSTITUTION**

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

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    - 1) Name of company contacted; contact person and telephone number; date and time of contact.
    - 2) Response for each item of work which was solicited, including dollar amounts.
    - 3) Reason for selection or rejection of sub-bid prospect.
    - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
  - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and 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 description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting the Monthly Remittance Advice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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

<b>Project Title</b>
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<b>Proposer</b>	<b>Address</b>
-----------------	----------------

<b>Contact Person</b>	<b>Phone/Fax</b>
-----------------------	------------------

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

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

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

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

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

<b>CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE</b>			<b>Signature of Person Completing this Form:</b>  _____
	<b>DOLLARS</b>	<b>PERCENT</b>	
<b>TOTAL MBE PARTICIPATION</b>	\$	%	<b>Printed Name of Person Completing this Form:</b>  _____
<b>TOTAL WBE PARTICIPATION</b>	\$	%	
<b>TOTAL SBE PARTICIPATION</b>	\$	%	
<b>TOTAL EBE PARTICIPATON</b>	\$	%	
<b>TOTAL DVBE PARTICIPATION</b>	\$	%	
<b>TOTAL OBE PARTICIPATION</b>	\$	%	
			<b>Title:</b> _____ <b>Date:</b> _____

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

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

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

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
<b>MBE Participation</b>				<b>WBE Participation</b>			
<b>SBE Participation</b>				<b>EBE Participation</b>			
<b>DVBE Participation</b>				<b>OBE Participation</b>			

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

**SECTION H****MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at: [http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

- a. All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.



**City Ethics Commission**  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mall Stop 129  
 (213) 978-1960

# Bidder Certification

## CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

<b>Bid/Contract/BAVN Number:</b>	<b>Awarding Authority (Department):</b>
----------------------------------	---

<b>Name of Bidder:</b>	<b>Phone:</b>
------------------------	---------------

<b>Address:</b>
-----------------

<b>Email:</b>
---------------

**CERTIFICATION**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**PROHIBITED CONTRIBUTORS – CEC FORM 55**

**SECTION I****PROHIBITED CONTRIBUTORS – CEC FORM 55**

The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth One Hundred Thousand Dollars (\$100,000.00) or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B). A copy of the charter section can be found at <https://www.lacity.org/your-government/government-information/city-charter-rules-and-codes>.

**INSTRUCTIONS:**

- a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- b. All of the proposer's subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more must be included on CEC Form 55 (Schedule B).

	<b>Ethics Commission</b> 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1990 ethics.lacity.org	<h1 style="margin: 0;">Prohibited Contributors (Bidders)</h1> <h2 style="margin: 0;">Form 55</h2>
---	---	---

*This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.*

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

<b>Reference Number</b> (bid or contract number, if applicable): _____	<b>Date Bid Submitted:</b> _____
--	----------------------------------

**Description of Contract** (title of RFP and services to be provided): \_\_\_\_\_

**City Department Awarding the Contract:** \_\_\_\_\_

**BIDDER INFORMATION**

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**SCHEDULE SUMMARY**

*Please complete all three of the following:*

1. **SCHEDULE A — Bidder's Principals (check one)**
  - The bidder is the individual listed above and has no other principals (Schedule A is not required).
  - The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.
  
2. **SCHEDULE B — Subcontractors and Their Principals (check one)**
  - The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
  - The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.
  
3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** \_\_\_\_\_

**BIDDER'S CERTIFICATION**

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.*

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

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

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



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

*Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.*

Check this box if additional Schedule A pages are attached.

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

Address: \_\_\_\_\_



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

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

Address: \_\_\_\_\_

**FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER (TIN) AND CERTIFICATION**

**SECTION J**  
**FORM W-9**  
**REQUEST FOR TAXPAYER IDENTIFICATION**  
**NUMBER (TIN) AND CERTIFICATION**

RAP requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification" from all entities (vendors, operators, concessionaires, etc.) doing business with RAP in order for RAP to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

- a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <http://www.irs.gov/Forms-&-Pubs>.

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE  
AFFIDAVIT**

**SECTION K**

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at [www.dgs.ca.gov/pd/Resources/PDLegislation.aspx](http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx).

**INSTRUCTIONS:**

- a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.
- b. If the proposed contract is not estimated to be worth One Million Dollars (\$1,000,000.00) or more, proposers are not required to submit this form.

**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.

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

**OPTION #2: EXEMPTION**

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

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



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

SECTION II

Compliance Documents to be Submitted by Selected Proposer

**AMERICAN WITH DISABILITIES ACT CERTIFICATION**

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**BUSINESS TAX REGISTRATION CERTIFICATE**



**CHILD SUPPORT OBLIGATIONS**

City of Los Angeles  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

- 1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
- 2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
- 3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
- 4. Certify that the business will maintain such compliance throughout the term of the contract.
- 5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
- 6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

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

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Address

\_\_\_\_\_  
Signature of Authorized Office or Representative Print Name

\_\_\_\_\_  
Title Telephone Number

**CRO PLEDGE OF COMPLIANCE**

**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.**

---

Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

---

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

---

Contract Number

**LOS ANGELES RESIDENCE INFORMATION**

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the businesses taxes they remit. The City Council, January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization: \_\_\_\_\_

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

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within the City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM**  
**REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

**This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.**

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Awarding Department: \_\_\_\_\_  
 4. Project Name: \_\_\_\_\_

**IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.**

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Type of Service Provided by Subcontractor to Prime: \_\_\_\_\_  
 4. Amount of Subcontract: \_\_\_\_\_ Subcontract Start Date: \_\_\_/\_\_\_/\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

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

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

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

## LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016 a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Email Address: \_\_\_\_\_
2. STATE the number of employees working ON THIS CITY CONTRACT: \_\_\_\_\_
3. ATTACH a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. INDICATE (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No  
If YES, STATE how much, if any, employees pay for co-premiums: \$ \_\_\_\_\_

**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.**

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

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

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

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**AWARDING DEPARTMENT USE ONLY:**

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

## LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDED DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

### SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT**  
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

### SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO</b> . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)</b>						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. <b>Continue to Section V</b> , and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, <b>Continue to Section IV</b> .						
<b>EXEMPTION</b>			<b>SUPPORTING DOCUMENTATION REQUIRED</b>			
One-person contractors, lessee, licensee 501(c)(3) non-profit organization			LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Occupational license required Collective bargaining agreement w/supersession language			LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Small Business			LW 26 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Governmental Entity			NONE REQUIRED.			
<b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form			LW 6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
2) Subcontractor Information Form			LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
<b>SECTION V: SIGNATURE</b>						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
<b>AWARDING DEPARTMENT USE ONLY:</b>						
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

<sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

<sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

<sup>4</sup> **Occupational License - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

<sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

<sup>6</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

**SLAVERY DISCLOSURE AFFIDAVIT**

**SECTION R**

**SLAVERY DISCLOSURE AFFIDAVIT**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance (Ordinance No. 175346), any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at [www.bca.lacity.org](http://www.bca.lacity.org).

**INSTRUCTIONS:**

- a. All Proposers shall complete and electronically sign the Slavery Disclosure Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

SAMPLE AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF  
THE PEDAL BOAT RENTAL CONCESSION

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

CONCESSIONAIRE NAME

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**AGREEMENT FOR OPERATION AND MAINTENANCE OF THE  
PEDAL BOAT RENTAL CONCESSION**

THIS Agreement (hereinafter "AGREEMENT") is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and *CONCESSIONAIRE NAME* (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing pedal boat and related services at Echo Park (Lake) Anthony Beilenson Park (Lake Balboa) and other future locations (hereinafter "CONCESSION"); and

**WHEREAS**, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

**WHEREAS**, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of RAP's CONCESSION; and

**WHEREAS**, RAP finds it is necessary to utilize a standard request for proposal process and to evaluate proposals received based upon the criteria included in a Request for Proposal (RFP); and

**WHEREAS**, RAP advertised for proposals for the operation and maintenance of the CONCESSION, to include providing pedal boat rental and related services to the public; and

**WHEREAS**, RAP received and evaluated XXX proposals which were received on MONTH DAY, YEAR; and

**WHEREAS**, *CONCESSIONAIRE NAME* was scored as the highest-ranked proposer, and selected to provide pedal boat rental and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, the *CONCESSIONAIRE* desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at Echo Park Lake, Lake Balboa and other future locations.

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

**SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set for:

AGREEMENT: This Concession Agreement consisting of thirty-five (35) pages and thirteen (13) exhibits (A-M) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, Acting by and through its Board of Recreation and Park Commissioners

CONCESSION: Pedal Boat Rental Concession

CONCESSIONAIRE: *CONCESSIONAIRE NAME*

RAP: The Department of Recreation and Parks

FACILITIES: Echo Park, 751 N. Echo Park Avenue, Los Angeles, CA 90026. Anthony Beilenson Park Balboa, 6300 Balboa Blvd., Van Nuys, CA 91406, and other future locations.

LAAC: Los Angeles Administrative Code

LAMC: Los Angeles Municipal Code

PREMISES: The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated.

STANDARD PROVISIONS: Standard Provisions for City Contracts (Rev. 3/09), attached hereto as "Exhibit B" and incorporated herein.

**SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION, to operate the PEDAL BOAT RENTAL CONCESSION on the PREMISES.

CONCESSIONAIRE is granted the right to use the designated PREMISES for the purpose of providing pedal boats for rent for a fee, including use of the dock area for loading and unloading patrons from boats, and provide assistance or first aid to patrons as required. No other purpose or activity is authorized, including sales of any merchandise or food or beverage. Any other activity is prohibited without prior written consent of the RAP General Manager or his or her designee.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and

assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, RAP shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

RAP reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance, however RAP shall consider the desire and views of CONCESSIONAIRE.

### **SECTION 3. PREMISES**

#### **Echo Park Lake**

The PREMISES (Exhibit A) subject to this AGREEMENT is located at: Echo Park, 751 N. Echo Park Avenue, Los Angeles, CA 90026. The PREMISES shall include the Boathouse and all, if any, portions of the park at Echo Park Lake that the GENERAL MANAGER, by express written consent, approves for CONCESSION operation. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP.

The CONCESSION is situated within a fifteen hundred (1,500) square foot Boathouse on the east side of Echo Park Lake. The Boathouse was originally constructed in 1932. The design of the Boathouse is in the Spanish Colonial Revival Style. The Boathouse is a historically significant contributing element to the surrounding Echo Park Lake. The thirteen (13) acre Lake is surrounded by the Park, with eleven acres of open recreational space. In 2006, the City designated the Park as Historic-Cultural Monument (HCM) No. LA-836.

#### **Lake Balboa**

The PREMISES (Exhibit A) subject to this Agreement is located at Anthony C. Belinson Park, 6300 Balboa Blvd., Van Nuys, CA 91406. The PREMISES shall include the dock area adjacent to the RAP Lifeguard Station and all portions of the park that the GENERAL MANAGER, by express written consent, approves for CONCESSION operation. Any discrepancy in the definition of boundaries of PREMISES shall be resolved by RAP.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT for shall be five (5) years with one five-year extension option exercisable at the sole discretion of RAP's General Manager, effective on the date of execution. Neither RAP, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

## **SECTION 5. OPERATING RESPONSIBILITIES**

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

### **A. Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area [at least twenty-five (25) feet] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

The docks shall be washed daily, and a water sealant for wood shall be applied to the top surface of the docks as appropriate.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main dumpster for the PREMISES during the term of this AGREEMENT.

### **B. Conduct**

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of RAP.

### **C. Disorderly Persons**

CONCESSIONAIRE shall use its best efforts to disallow any intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

Minor rule enforcement to achieve compliance shall be handled by CONCESSIONAIRE. Rule enforcement that results in terminating the pedal boat ride or retrieving the boat shall be handled by CONCESSIONAIRE.

### **D. Personnel**

#### **1. Freedom from Tuberculosis**

CONCESSIONAIRE, on behalf of all employees of the CONCESSION shall provide to RAP certificates for each, indicating freedom from communicable tuberculosis as required under Section 5163 of the California Public Resources Code.

#### **2. Qualified Personnel**

CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with RAP. All such personnel, while on or about

the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct. In the event an employee is not satisfactory, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

CONCESSIONAIRE shall maintain adequate staffing of employees certified in First Aid, CPR and Water Rescue as indicated in the Safety Plan (Exhibit G). The GENERAL MANAGER may evaluate the operation at any time and require additional lifeguards or other safety obligations. CONCESSIONAIRE is responsible for all costs associated with any certifications for employees and will reimburse CITY for any costs in the event that RAP staff assists in providing safety monitoring or other assistance. In the event that adequate staffing procedures and/or safety monitoring are not upheld by CONCESSIONAIRE, the GENERAL MANAGER may direct CONCESSIONAIRE to close the CONCESSION at CONCESSIONAIRE'S expense until it has been determined that it is safe to resume operations.

3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP General Manager, a Concession Manager. Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the business. During the days and hours established for the operation of the subject concession, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. **Approval of Employees, Volunteers and Subcontractors**

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on the PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at the PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All

changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at the PREMISES. Each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction.

#### **E. Pricing and Standards**

1. RAP agrees that CONCESSIONAIRE'S services, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for services. This list shall be updated whenever prices are changed.
2. CONCESSIONAIRE shall offer pedal boat services as described in CONCESSIONAIRE's Proposal, which will become Exhibit C to this Agreement. Boats rented by CONCESSIONAIRE on said PREMISES shall be of a high quality acceptable to industry standards and in conformance with all Federal, State and Municipal laws, ordinances, and regulations in every respect. RAP General Manager or his or her Designee may order the improvement or upgrade of rental boats.
3. All services, offered and/or sold by CONCESSIONAIRE on said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE. All merchandise kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not again offer it for sale without the written approval of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.
4. CONCESSIONAIRE is prohibited from selling food items and other merchandise without the written consent of the GENERAL MANAGER.

In addition, any merchandise kept for sale by CONCESSIONAIRE shall be kept subject to the approval or rejection of GENERAL MANAGER, and

CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

5. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

**F. Diversion of Business**

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

**G. Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of seven (7) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

CONCESSIONAIRE agrees to provide, to the satisfaction of RAP, the following equipment at the PREMISES xx days prior to commencement of operations.

1. A minimum of ten (10) pedal boats for rental.
2. A row boat adequate for water rescue operations.
3. A kayak adequate for rule enforcement.
4. Quality life jackets and safety vests in a variety of sizes.
5. A trailer or prefabricated building for the purpose of providing a secure cash register and payment location for customers, and to provide storage for concession equipment.

**H. Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or CITY, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by RAP, together with all of the fixtures, plate and mirror glass, equipment, countertops, cabinetry, indoor and outdoor furniture and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacements of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use City-owned equipment, with prior written consent of RAP.

No equipment provided by RAP (Exhibits D and E) shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP, and if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

**I. Claims for Labor and Materials**

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

**J. Signs and Advertisements**

CONCESSIONAIRE shall post, implement, and enforce all required safety rules and regulations related to the CONCESSION.

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of the Cultural Affairs Department or other appropriate agencies.

CONCESSIONAIRE shall place a public notice that the CONCESSIONAIRE operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to the CONCESSIONAIRE.

CONCESSIONAIRE shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays and in connection therewith, and shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install RAP-issued umbrella or canopy shade structure bearing the City's or RAP logo at RAP's request. Said umbrella or canopy shade structure shall be provided by RAP at no cost to CONCESSIONAIRE. RAP-issued umbrellas and/or canopy shade structures shall remain City property and shall be returned to RAP upon the expiration or earlier termination of this AGREEMENT.

**K. Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for telephone services, which will be in the name of the CONCESSIONAIRE.

In the event that individual utility meters are not available, CONCESSIONAIRE shall

remit, on a monthly basis in conjunction with revenue-sharing payments to RAP, the amount of Two Hundred Dollars (\$200.00) as payment for utilities. Payment of utilities will be subject to increase annually to cover increasing utility costs.

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.

**L. Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of RAP. RAP shall have the right to order the immediate removal of any unauthorized machines.

**M. Safety and First Aid**

CONCESSIONAIRE shall adhere to the Concessionaire's Safety Plan (Exhibit G). CONCESSIONAIRE shall be responsible for minor first aid and for retrieving boats and/or patrons in the event of mechanical problems. In the event that adequate staffing procedures and/or safety monitoring are not being maintained by CONCESSIONAIRE, the RAP General Manager or his or her Designee may direct CONCESSIONAIRE to close the CONCESSION at CONCESSIONAIRE's expense until it has been determined that it is safe to resume operations.

Due to the potential for water-related accidents and injuries to boat patrons, the CONCESSIONAIRE shall be required to:

1. Post, implement, and enforce all safety rules and regulations related to the PEDAL BOAT RENTAL.
2. Ensure all patrons riding in pedal boats are wearing life jackets.
3. Ensure that staff are trained and knowledgeable of guidelines for the proper operation of the pedal boats, gondola, outrigger canoe, or any other floating device offered for rent.

4. Provide and make use of a paddle board and kayak for the purposes of effecting rescues and notifying patrons of rule infractions.

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 20, "NOTICES," for mailing address) (Exhibit F). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of CITY could lead, to injury, RAP may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand.

#### **Lake Balboa**

Lake Balboa CONCESSIONAIRE shall adhere to all safety guidelines stipulations under Section N. Safety and First Aid. Emergency response for boat patrons at Lake Balboa shall be handled by RAP staff initially; until it is determined the emergency is resolved. Major first aid to patrons of the boat rental will be provided by RAP staff. First aid resulting from land activity in the park shall be handled by RAP staff.

#### **N. Environmental Sensitivity**

The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment including the protection of those existing facilities and natural resources at and near the PREMISES. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

#### **O. Fund Raising Activities**

CONCESSIONAIRE will be expected to cooperate with RAP personnel on all matters relative to the conduct of fund-raising and/or special events at the discretion of RAP.

#### **P. Community Outreach**

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

RAP and CONCESSIONAIRE agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PREMISES, or the CONCESSION, except as may be legally required by applicable laws, regulations, or judicial order. RAP and CONCESSIONAIRE agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either RAP or CONCESSIONAIRE, shall appropriately acknowledge the

contributions of both RAP and CONCESSIONAIRE. To the extent stipulated in any grant agreement, RAP and CONCESSIONAIRE shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, RAP and CONCESSIONAIRE shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both RAP and CONCESSIONAIRE; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either RAP or CONCESSIONAIRE, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

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

“This concession is operated under a written agreement with the  
City of Los Angeles, Department of Recreation and Parks,  
and is in collaboration with the mission and activities of RAP”

**Q. Amplified Sound**

No amplified sound is permitted by CONCESSIONAIRE in its operations on PREMISES.

**R. Security**

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

**S. Quiet Enjoyment**

CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon the CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

**T. Filming**

It is the policy of RAP to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of parks for film production purposes. Any commercial filming shall be subject to approval by RAP and the Film Office. All fees for use of park premises by film production companies shall be established and collected by the Film Office in accordance with RAP policies. The Park Film Office may be reached at (323) 644-6220. If PREMISES is used as a film location, CONCESSIONAIRE agrees to report any revenue received from use of the PREMISES and any property of the CONCESSIONAIRE as a film location and to share that revenue equally with RAP.

## **U. Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Division (213) 202-3280."

## **SECTION 6. IMPROVEMENTS**

### **Echo Park Boathouse**

Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the FACILITY. CONCESSIONAIRE is not required to provide any improvements. The award of the AGREEMENT shall not constitute approval to make any improvements. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

The Boathouse is a historically significant contributing element to the Park. The Park is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM LA-836 is also listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

In the event improvements, repairs or physical alterations are required for any reason during the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by CONCESSIONAIRE without prior written approval from the GENERAL MANAGER. In addition to written approval from the GENERAL MANAGER, the CONCESSIONAIRE must also obtain the prior written approval of the Cultural Heritage Commission for any proposed substantial alterations to the affected area, in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

Any infractions, large or small, to the prohibition on improvements, repairs or physical alterations will be treated as a material breach of the AGREEMENT and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department of Building and Safety, as well as the Office of Historic Resources.

CITY shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. CITY reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, completed as stipulated, or completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from the CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 12, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by RAP, are subject to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each improvement, the CONCESSIONAIRE shall submit proof of project completion to RAP. At that point, RAP will inspect the submitted improvement to confirm completion. All improvements shall become the property of the CITY. Additionally, if the value

of all completed required and optional improvements is less than the AGREEMENT value, the CONCESSIONAIRE will be responsible for RAP the difference within thirty (30) days of written notification.

RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

### **Lake Balboa and Future Locations**

In the event improvements, repairs or physical alterations be required or proposed to improve the quality of Lake Balboa or future locations for reason during the term of the Agreement, prior written approval must be obtained by RAP.

#### **A. Reserve Fund**

RAP will establish a reserve fund for the CONCESSION. CONCESSIONAIRE shall submit with the monthly revenue-sharing payment, a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars (\$200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund is not to be used for routine repair and maintenance or lost equipment replacement. The Fund shall be cumulative and carry-over from year-to-year during the term of the AGREEMENT. In the event of AGREEMENT termination for any reason, or at the conclusion of the AGREEMENT term, any amount in this Fund account will remain with RAP. Annually in January, the CONCESSIONAIRE may submit a request for use of the Fund for expenditures in the coming year for review and approval of the GENERAL MANAGER. In the event of emergency, CONCESSIONAIRE shall request in writing the use of the Fund for other purposes, or the GENERAL MANAGER may request use of the Fund on a specific repair, refurbishment, or replacement.

#### **B. Compliance with Applicable Rules and Regulations**

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE in the FACILITIES, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the FACILITIES or CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with CONCESSIONAIRE.

#### **C. Procurement of Permits and Approvals**

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE obtaining of said permits and approvals.

**D. Subcontractors**

CONCESSIONAIRE shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to CITY evidence of required insurance coverage.

**SECTION 7. HOURS / DAYS OF OPERATION**

Echo Park

The CONCESSION must be open, weather permitting, in conjunction with the Echo Park Café Concession. RAP staff will coordinate as needed. The minimum hours of operation are as follows:

XXX a.m. to XXX p.m., XXXday to XXXday.

The CONCESSION will be closed on XXXday(s)

Lake Balboa

The minimum hours of operation are as follows:

XXX a.m. to XXX p.m., XXXday to XXXday.

The CONCESSION will be closed on XXXday(s)

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of RAP.

CONCESSIONAIRE will cease renting boats within ninety (90) minutes prior to the “closing time” of the park, which is defined as the closest fifteen (15) minute increment after sunset. Rentals already on the water shall be allowed to complete their usage.

CONCESSIONAIRE shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use at PREMISES, including concerns related to parking, traffic, and attendance.

**SECTION 8. REVENUE-SHARING FEE PAYMENT**

**A. Echo Park Lake**

As part of the consideration for CITY’S granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

- The Annual Minimum Revenue-Sharing Guarantee of Sixty Thousand, Five Hundred Dollars (\$60,500.00)

or

- XX% of gross receipts of all sales

**B. Lake Balboa**

The greater of

- The Annual Minimum Revenue-Sharing Guarantee is Thirty-Two Thousand, Four Hundred Dollars (\$32,400.00)

or

- XX% of gross receipts of all sales

Refer to SECTION 8.C for the definition of "Gross Receipts."

If the minimum annual revenue-sharing payment is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by the City and the minimum annual revenue-sharing payment will be due to the City by January 15<sup>th</sup> of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

**C. Revenue-Sharing Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit G) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Partnership and Revenue Branch/Concessions Division  
P. O. Box 86328  
Los Angeles, CA 90086

**D. Gross Receipts Defined**

The term "gross receipts" is defined as the total revenue collected for services or goods (whether or not such services are performed as a part of or in connection with the sale of goods) by the CONCESSIONAIRE. CONCESSIONAIRE shall maintain an accurate accounting method for the CONCESSION which correctly reflects all gross receipts and disbursements by CONCESSIONAIRE from the CONCESSION operation. Methods of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents for his CONCESSION, but not include any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;

3. California Redemption Value (CRV);
4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
5. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;
7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;
14. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; and,
15. Any arrangement for a rebate, kickback, or hidden credit given or allowed to a customer.

**E. Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross

Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), for the month for which a payment is submitted.

**F. Late Payment Fee**

Failure of CONCESSIONAIRE to pay any of the revenue-sharing payments or any other fees, charges, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late revenue-sharing payments by CITY shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular revenue-sharing payment so accepted.

## **SECTION 9. ADDITIONAL FEES AND CHARGES**

- A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY'S fifteen percent [15%] administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

## **SECTION 10. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

### **A. Interior of Premises**

#### **1. Areas to be Maintained by CONCESSIONAIRE:**

CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such

equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and plumbing maintenance in the interior of the PREMISES, such as lighting fixtures, sinks, and faucets; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or CITY property.

2. Duties

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

**B. Exterior of Premises and Common Passageways**

CITY shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by CITY which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, CITY shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with manure or other debris from all operations.

**C. Correction of Conditions Leading to Damage**

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

**D. Property Damage and Theft Reporting**

CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit H) in the event that the PREMISES and/or CITY- owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

**E. Damage or Destruction to Premises**

**1. Partial Damage**

If all or a portion of the PREMISES is partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

**2. Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

**3. Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying CITY rent as determined above during the rebuilding of the FACILITY.

**4. Limits of CITY'S Obligation Defined**

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by

CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

**F. Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such as storage facilities, offices and storage containers owned and/or used by CONCESSIONAIRE.
2. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.
3. Open structures such as the dock area where the boats are moved.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of CITY. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

**SECTION 11. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the PREMISES, nor do or permit to be done anything which may interfere with free access and passage to the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties.
3. Interfere with the public's enjoyment and use of the FACILITIES or use the PREMISES for any purpose which is not essential to the CONCESSION operations.

4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP.
5. Overload any floor in the PREMISES.
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change to any existing door or window lock or the mechanism thereof, unless a key is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior and exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement thereof.
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary.;
8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws.
9. Allow any sale by auction upon the PREMISES.
10. Permit undue loitering on or about the PREMISES.
11. Climb the ladder that accesses the Tower area inside the Boathouse (Exhibit A, Space 5).
12. Use the PREMISES in any manner that will constitute waste.
13. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

## **SECTION 12. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide RAP a sum equal to Ten Thousand Dollars (\$10,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the order of the City of Los Angeles.

- A. Agreement of Deposit and Indemnity**  
CONCESSIONAIRE unconditionally agrees that in the event of any default, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of checks must be immediately so deposited by RAP.
- B. Maintenance of Deposit**  
Said deposit shall be held by CITY during the entire term of the AGREEMENT.
- C. Return of Deposit to CONCESSIONAIRE**  
Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by CONCESSIONAIRE as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT.

## **SECTION 13. TAXES, PERMITS, AND LICENSES**

- A.** CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, certifications, etc. CONCESSIONAIRE shall perform all necessary coordination to ensure performance of permitted activity.
- B.** CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

- C. During the term of the AGREEMENT, CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).
- D. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15<sup>th</sup>) of April, July, October, January of each calendar year, for the preceding three months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, the CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.

#### **SECTION 14. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

#### **SECTION 15. BUSINESS RECORDS**

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three (3) years thereafter.

##### **A. Employee Fidelity Bonds**

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

**B. Cash and Record Handling Requirements**

If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

**C. Method of Recording Gross Receipts**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining RAP's written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of providing paper receipts to patrons, have a price display which is and shall remain at all times visible to the public, and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the computerized Point-of-Sale system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased.

**D. Annual Statement of Gross Receipts and Expenses**

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-

disclosure. An extension may be granted in writing, prior to the April 30th due date, by RAP provided sufficient verification of the need for the extension is provided, as accepted by RAP. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay CITY within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

## **SECTION 16. REGULATIONS, INSPECTION, AND DIRECTIVES**

### **A. Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity**

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

### **B. Conformance with Laws**

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

### **C. Permissions**

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

**D. Right of Inspection**

CITY and RAP, their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.
3. To ensure quality control and verify the validity of mandatory operating permits.

**E. Control of Premises**

CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

**F. Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit J). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit K) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit L) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;
  - b. Interview qualified individuals referred by EWDD; and;
  - c. Prior to filling any employment opportunity, the CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

**H. CEC Form 50**

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit M.

Bidder Contributions – City Charter Sections 470(c) (12)

Concessionaire is subject to Charter section 470(c) (12) and related ordinances. As a result, CONCESSIONAIRE may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office for 12 months after the contract is signed. The bidder's principals and subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

**I. CEC Form 55**

CEC Form 55 requires CONCESSIONAIRE to identify their principals, their subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, and the principals of those subcontractors. CONCESSIONAIRE must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. CONCESSIONAIRES who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**SECTION 17. EQUAL EMPLOYMENT PRACTICES**

Pursuant to the L.A.A.C, Section 10.8.3., CONCESSIONAIRE shall comply with the following practices. For the purposes of this section, CONCESSIONAIRE shall be referred to as "Contractor", AGREEMENT shall be referred to as "Contract", and RAP shall be referred to as "Awarding Authority". Further definitions for this section can be found in the L.A.A.C., Section 10.8.1.

- A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.
1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.
  3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.

- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations, or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

- J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
  - 1. Hiring practices;
  - 2. Apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

## **SECTION 18. AFFIRMATIVE ACTION PROGRAM**

Pursuant to the LAAC, Section 10.8.4., CONCESSIONAIRE shall comply with the following practices. For the purposes of this section, CONCESSIONAIRE shall be referred to as "Contractor", AGREEMENT shall be referred to as "Contract", and RAP shall be referred to as "Awarding Authority". Further definitions for this section can be found in the LAAC, Section 10.8.1.

- A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.
  - 3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for

employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority of the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.
- H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations, or forms

may be used by an Awarding Authority of the City to accomplish this contract compliance program.

- J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve, or implement a qualifying Affirmative Action Program.
  - 1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women, and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:
    - a. Recruit and make efforts to obtain employees through:
      - i. Advertising employment opportunities in minority and other community news media or other publications.
      - ii. Notifying minority, women, and other community organizations of employment opportunities.
      - iii. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
      - iv. Encouraging existing employees, including minorities and women, to refer their friends and relatives.
      - v. Promoting after school and vacation employment opportunities for minority, women, and other youth.
      - vi. Validating all job specifications, selection requirements, tests, etc.
      - vii. Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
      - viii. Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman, or other worker.
    - b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
    - c. Utilize training programs that assist minority, women, and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
    - d. Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
    - e. Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to

disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

- f. Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State, and Federal authorities upon request.
  - g. Establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Program for all of its operations and Contracts. The policies shall be provided to all employees, subcontractors, vendors, unions, and all others with whom the Contractor may become involved in fulfilling any of its Contracts.
  - h. Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
    - i. What steps were taken, how, and on what date.
    - ii. To whom these efforts were directed.
    - iii. The responses received, from whom, and when.
    - iv. What other steps were taken, or will be taken, to comply and when.
    - v. Why the Contractor has been, or will be, unable to comply.
  - 2. Every contract of Twenty-Five Thousand Dollars (\$25,000.00) or more which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal, or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 2. Classroom preparation for the job when not apprenticeable;
  - 3. Pre-apprenticeship education and preparation;
  - 4. Upgrading training and opportunities;
  - 5. Encouraging the use of Contractors, subcontractors, and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, subcontractor, or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the Contractor's, Subcontractor's, or supplier's geographical area for such work;
  - 6. The entry of qualified women, minority, and all other journeymen to the industry; and,

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement, or death and not by termination, layoff, demotion, or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board, or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.
- O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

#### **SECTION 19. SURRENDER OF POSSESSION**

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or CITY, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and restoration. RAP may accept all or a portion of the works, structures, or other improvements on behalf of CITY in lieu of all or a portion of the removal or restoration required herein.

#### **SECTION 20. NOTICES**

- A. To CITY:  
Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Partnerships and Revenue Branch/Concession Division  
P.O. Box 86328  
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP Concessions Analyst.

CITY shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

**B. To CONCESSIONAIRE:**

The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to the CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail, or transmitted via email by RAP Concessions Analyst. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

*CONCESSIONAIRE NAME*  
*Attn: CONCESSION MANAGER*  
*STREET ADDRESS*  
*CITY, STATE ZIP*

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

**SECTION 21. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Echo Park Boathouse and Lake Balboa Premises Map
- B. Standard Provisions for City Contracts (Rev.3/09)
- C. Proposal in Response to RFP No. CON-M16-003
- D. Echo Park Boathouse Floor Plan
- E. Echo Park Boathouse and Lake Balboa Safety Plan

- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. Remittance Advice Form
- H. Special Occurrence and Loss Report
- I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- J. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- K. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- L. Schedule C, Final Subcontracting Report
- M. CEC Form 50, Bidder Certification

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and **CONCESSIONAIRE** has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

CONCESSIONAIRE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deputy City Attorney

Business Tax Registration Certificate Number: \_\_\_\_\_

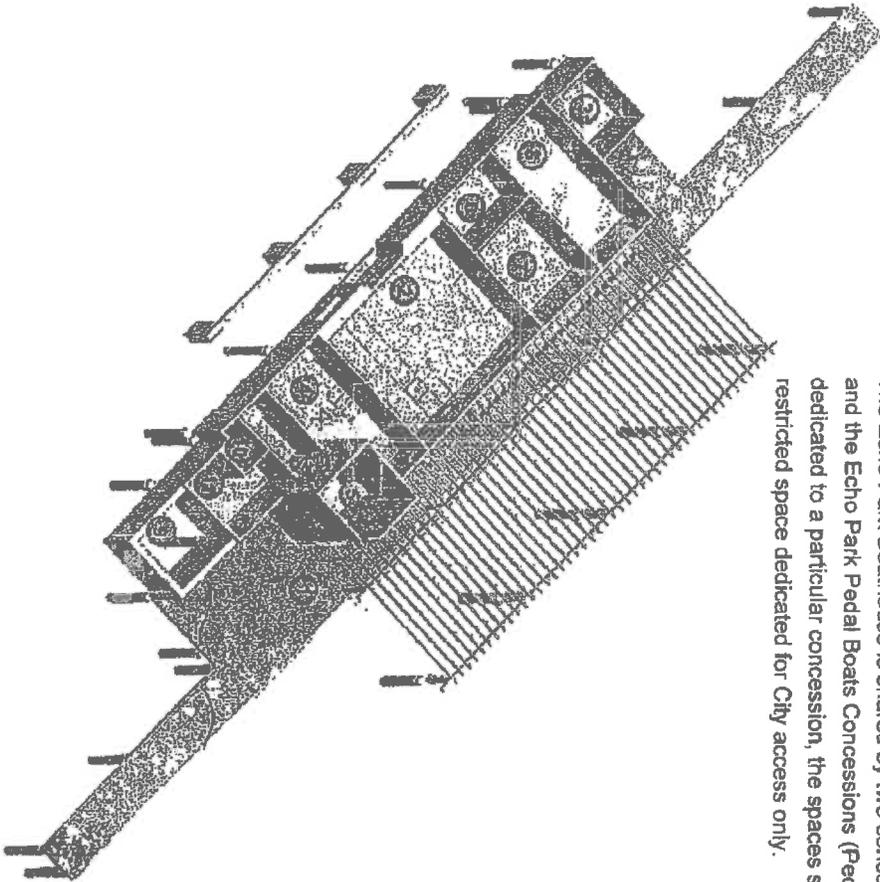
Internal Revenue Service Taxpayer Identification Number: \_\_\_\_\_

AGREEMENT Number: \_\_\_\_\_

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

EXHIBIT A  
Page 1 of 2

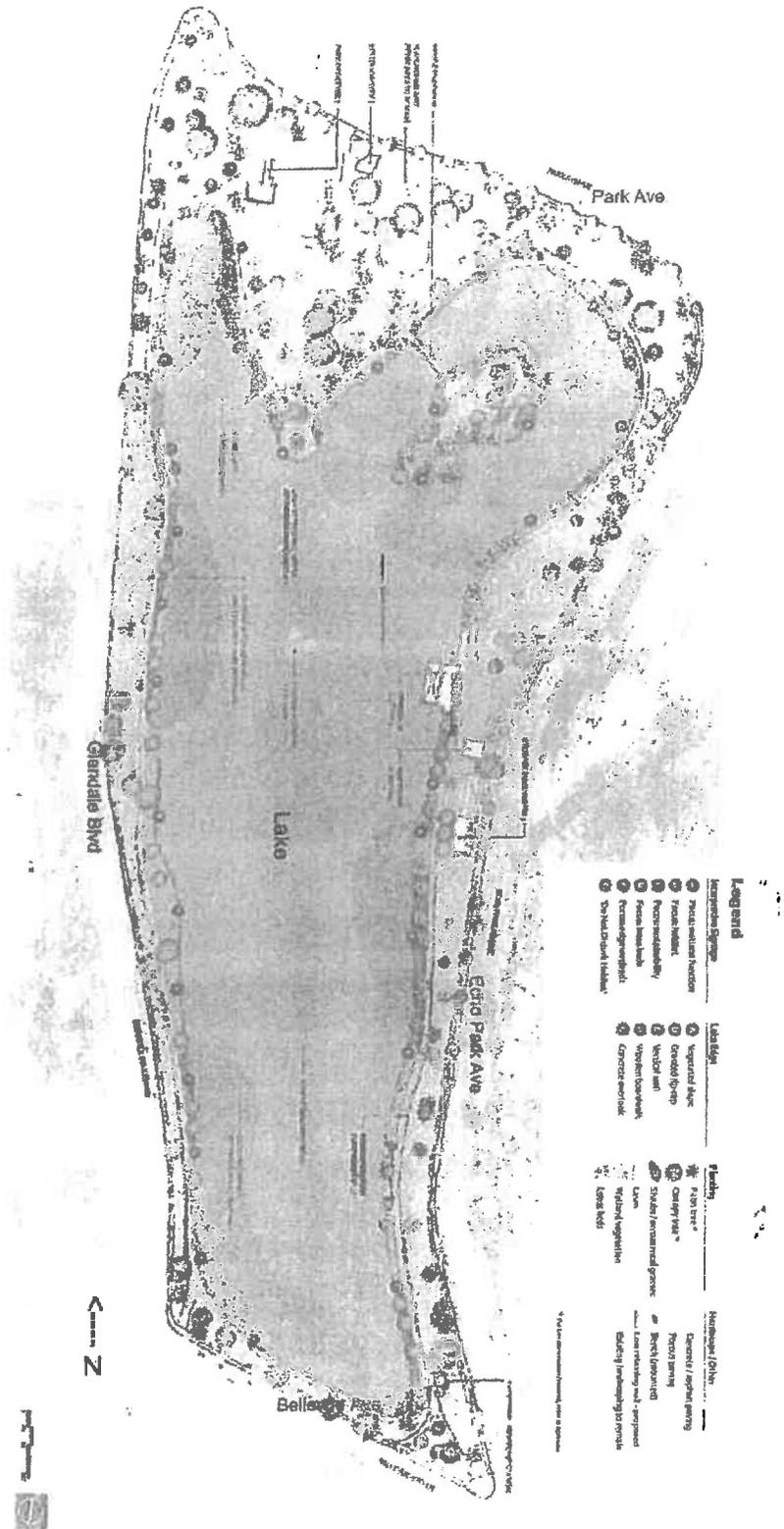
The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only.



1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

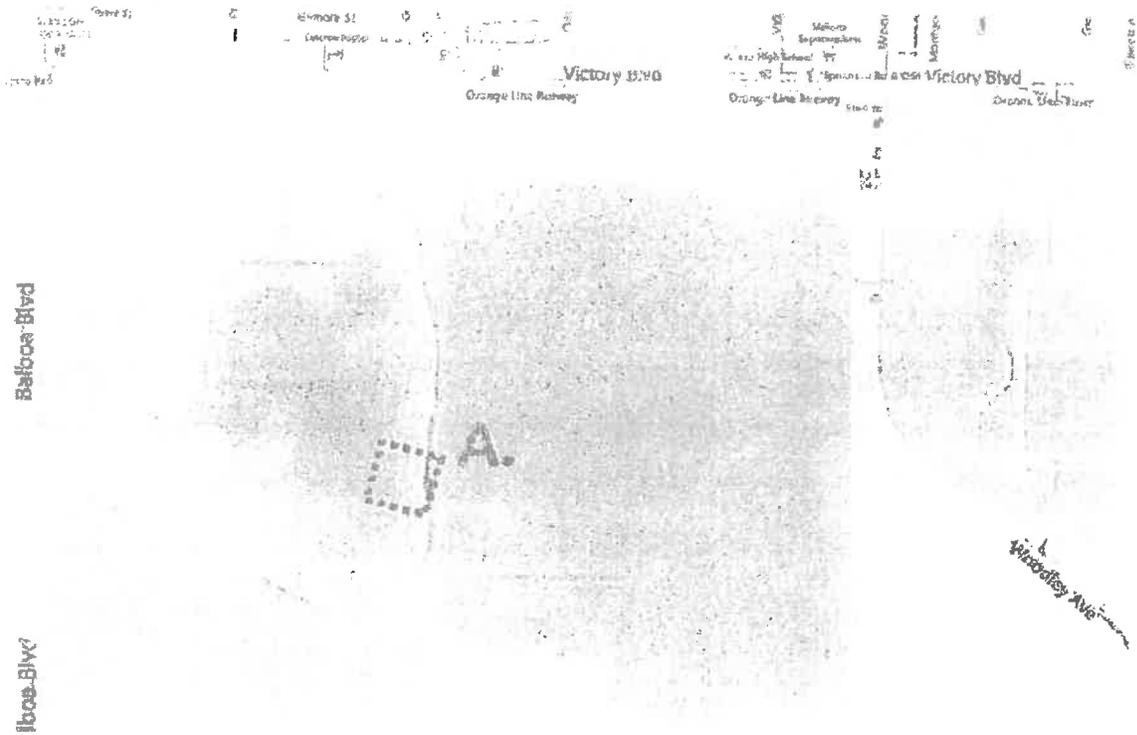
The Park Area of Echo Park Lake (Lake) - bounded by Park Avenue (north), Bellevue Avenue (south), Echo Park Avenue (east), and Glendale Boulevard (west).

EXHIBIT A  
Page 2 of 2

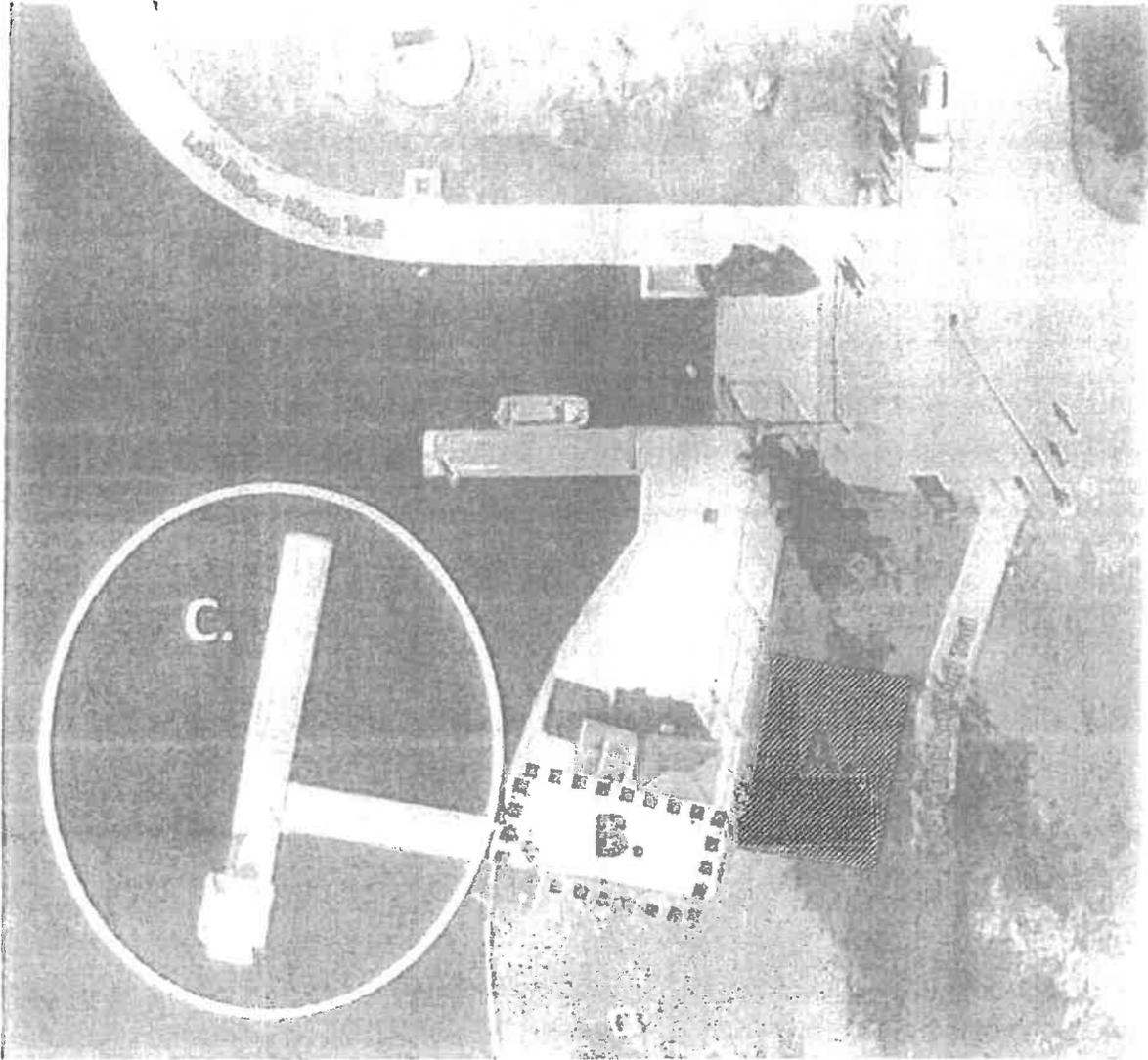


March 2014

Page 1 of 3  
Exhibit A – Premises Map – Orientation  
Lake Balboa, vicinity of Lifeguard Station

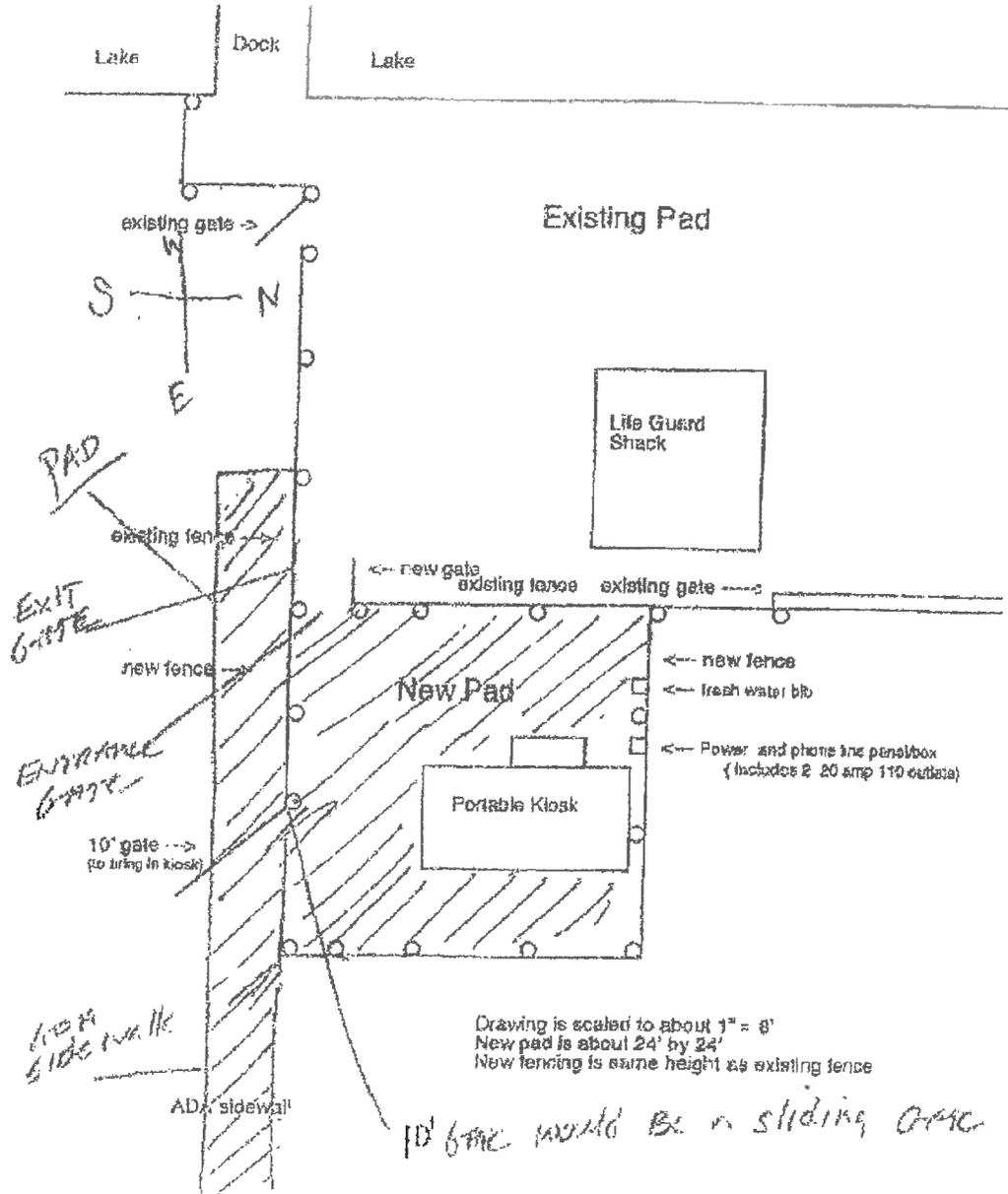


A. Lake Balboa Lifeguard Station and Boat Dock  
6300 Balboa Boulevard., Van Nuys CA 91046.



- A. Concrete Pad with Kiosk for Ticket Sales
- B. Walkway and Patron Prep Area
- C. Dock for Loading and Unloading Pedal Boat Patrons

Page 3 of 3  
 Exhibit A - Premises Map - Detail  
 Lake Balboa, vicinity of Lifeguard Station



## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

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

**PSC-19. BONDS**

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

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

#### **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

**PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts **with** or impairs the provisions of this Section.

## Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

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

	Limits						
<b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="width: 15%; text-align: center; border-bottom: 1px solid black;">WC</td> <td style="width: 15%; text-align: center; border-bottom: 1px solid black;">Statutory</td> </tr> <tr> <td></td> <td style="text-align: center; border-bottom: 1px solid black;">EL</td> <td style="border-bottom: 1px solid black;">_____</td> </tr> </table>		WC	Statutory		EL	_____
	WC	Statutory					
	EL	_____					
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 150px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span>							
<span style="margin-left: 300px;"><input type="checkbox"/> Jones Act</span>							

<b>General Liability</b>	
<input type="checkbox"/> Products/Completed Operations <span style="margin-left: 150px;"><input type="checkbox"/> Sexual Misconduct _____</span>	
<input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	

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

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

<b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company) <input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	
<span style="margin-left: 150px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____	

<b>Pollution Liability</b>	
<input type="checkbox"/> _____	

<b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>	100 % of Contract Price
<b>Crime Insurance</b>	

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

\_\_\_\_\_

\_\_\_\_\_

Exhibit C  
of  
Concession Agreement

Proposal in Response to  
RFP No. CON-M16-003  
(to be submitted by Proposer)



## Echo Park Pedal Boats Concession: Safety Plan



### Location Safety,

#### Location shall have:

- a. Mandatory Life Jacket signs for all renters
- b. Chain at bottom of ramp to retain customers on ramp until they have their life jacket on and have had their safety talk.
- c. Throw ring and 50' of line ready on dock in case someone falls in.
- d. Rescue ladder in case someone falls in.
- e. Row boat and kayak in case a pedal boat needs to be towed back.
- f. Rescue paddle board in case someone goes in and can not get back up in their pedal boat.
- g. Bullhorn to call out instructions to pedal boat renters on lake if necessary.
- h. First aid kit.

### Employees;

- a. All employees at Echo Park will be First Aid & CPR certified.
- b. All guides (who operate the gondola or outrigger canoe) are CPR certified and are a U.S.C.G. certified Captain or they shall be either water rescue certified or a certified life guard.

- c. All employees are trained in towing operations.
- d. All employees are trained on the proper fitting of life jackets.
- e. All employees review the "Employee Handbook" every 6 weeks. The Employee Handbook has emergency numbers on the cover. The handbook also reviews safety issues with concern to both the customer and employee. The handbook also has guidelines about customer briefings and release forms.
- f. Employees will call on the aid of a peace officer in the case of a unruly person.
- g. In case of an emergency employees shall immediately call 911, and then call Department of Recreation and Parks

Customer;

- a. All renters shall wear a correct size, fastened life jacket.
- b. No Children under 25 pounds allowed in any of our equipment.
- c. Children under 50 pounds must wear a life jacket with a head float, leg strap and rescue handle.
- d. Children under 12 must be accompanied by an adult.
- e. All renters will be informed that they must keep their life jackets fastened and one person from each group of renters will sign an addition back up form agreeing to make sure everyone in their group or pedal boat keeps their life jacket on.
- f. No renters may use our equipment if they are intoxicated or obnoxious.
- g. All renters will be instructed on how to safety get in and out of the boats.

## Lake Balboa Pedalboat Concession: Safety Plan



### Location Safety,

#### Location shall have:

- a. Mandatory Life Jacket signs for all renters
- b. Chain at gate to retain customers off dock until they have their life jacket on and have had their safety talk.
- c. Throw ring and 50' of line ready on dock in case someone falls in.
- d. Rescue ladder in case someone falls in.
- e. Electric powered skiff with back up oars to reach pedalers sooner and then maneuver with oars to prevent a propeller accident.
- f. Rescue row boat in case someone goes in and can not get back up in their pedal boat.
- g. Bullhorn to call out instructions to pedal boat renters on lake if necessary.
- h. First aid kit.

### Employees;

- a. All employees at Lake Balboa Park will be First Aid & CPR certified.
- b. All guides (who operate the gondola or outrigger canoe) are CPR certified and are a U.S.C.G. certified Captain or they shall be either

- water rescue certified or a certified life guard.
- c. All employees are trained in towing operations.
- d. All employees are trained on the proper fitting of life jackets.
- e. All employees review the "Employee Handbook" every 6 weeks. The Employee Handbook has emergency numbers on the cover. The handbook also reviews safety issues with concern to both the customer and employee. The handbook also has guidelines about customer briefings and release forms.

Customer;

- a. All renters shall wear a correct size, fastened life jacket.
- b. No Children under 30 pounds allowed in any of our equipment.
- c. Children under 50 pounds must wear a life jacket with a head float, leg strap and rescue handle.
- d. Children under 12 must be accompanied by an adult.
- e. All renters will be informed that they must keep their life jackets fastened and one person from each group of renters will sign an addition back up form agreeing to make sure everyone in their group or pedal boat keeps their life jacket on.
- f. No renters may use our equipment if they are intoxicated or obnoxious.
- g. All renters will be instructed on how to safety get in and out of the boats.

Form Gen. 87 (R. 4/09)

City of Los Angeles

Orig. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting
Recreation and Parks

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I - PERSONAL DATA**

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER

**PART II - ACCIDENT/INJURY**

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

**PART III - WITNESSES**

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV - STATEMENT OF INJURED PARTY OR WITNESS**

21.
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**PART V - EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 Attn: Concessions Unit  
 P.O. Box 86328  
 Los Angeles, CA 90086

REMITTANCE ADVICE FORM  
 LAKE BALBOA PEDAL BOATS CONCESSION  
 NAME OF CONCESSIONAIRE

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_

CATEGORY	GROSS SALES	SALES TAX	NET SALES	RENTAL RATE	AMOUNT DUE
Pedal Boat Rental	_____	_____	_____	12%	\$ -
	_____	_____	_____		\$ -
	_____	_____	_____		\$ -
	_____	_____	_____		\$ -
OTHER:	_____	_____	_____		
<b>SUB-TOTAL RENT DUE:</b>					<u>\$ -</u>
UTILITIES:					\$ 200.00
LATE RENT FEE:	\$150.00 per month. All payments are due by the 15th for the previous month.				\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of rent paid)				\$ -
LATE OCCUPANCY TAX FEE:	Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months.				\$ -
<b>SUB-TOTAL DUE:</b>					<u>_____</u>
ADJUSTMENTS*:	Explain: _____				
	_____				
	_____				\$ -
<b>TOTAL AMOUNT DUE:</b>					<u>\$ -</u>

\*NOTE: All amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

I hereby certify that this is a true and correct record of the period stated above:

Signature: \_\_\_\_\_

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

**SPECIAL OCCURRENCE AND LOSS REPORT**

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY					DATE OF OCCURRENCE		TIME		A M		P M				
2. SUBJECT OF REPORT															
3. EXACT LOCATION OF OCCURRENCE															
4. DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY															
5										ESTIMATE OF DAMAGES					
6 LIST STOLEN ITEMS IF ANY, (EXCEPT CASH)															
QUANTITY	TYPE OF ITEM OR EQUIPMENT DESCRIBE				DEPT NO		SERIAL NO		APPROX VALUE						
7										TOTAL		\$0.00			
8 IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380										LOCATION		AMOUNT			
9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)										TOTAL		\$0.00			
10 WHO DISCOVERED LOSS? NAME				TITLE		DATE		TIME		A M		P M			
11 HOW WAS ENTRANCE GAINED?															
12 WHO SECURED BLDG PRIOR TO OCCURENCE? NAME				TITLE		DATE		TIME		A M		P M			
13 WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO				D R NUMBER											
14 HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO				WORK ORDER											
15 PERSONS INVOLVED <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT															
NAME			ADDRESS				AGE	SEX	PHONE NUMBER			INDICATE			
												<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S			
												<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S			
												<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S			
												<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S			
16 IF VEHICLE INVOLVED. YEAR			MAKE		LICENSE NO		OWNERS NAME, ADDRESS AND INSURANCE CO								
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY															
18. REPORT SUBMITTED BY				NAME				TITLE				DATE			

PRINT

PAGE 2

**INSTRUCTIONS:** This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

PRINT

Goto Page 1

### Required Insurance and Minimum Limits

Name: RFP Pedal Boat Rentals Concession

Date: 07/21/2016

Agreement/Reference: \_\_\_\_\_

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

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<span style="margin-left: 100px;"><input type="checkbox"/> Jones Act</span>	

<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an additional insured</u>	<u>\$2,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct _____</span>	
<input checked="" type="checkbox"/> Fire Legal Liability <u>\$100,000</u>	
<input type="checkbox"/> _____	

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

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

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

<input checked="" type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input checked="" type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span>	
<input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span>	
<input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	

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

\_\_\_\_\_

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

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

**Other:** 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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

<b>Project Title</b>
----------------------

<b>Prosper</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

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

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Signature of Person Completing this Form</b> </div> <div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Printed Name of Person Completing this Form</b> </div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Title</b> </div> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Date</b> </div> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED WITH BID**

**SCHEDULE B**

**MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

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

<b>CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE</b>			<b>Signature of Person Completing this Form:</b>  _____
	<b>DOLLARS</b>	<b>PERCENT</b>	
<b>TOTAL MBE PARTICIPATION</b>	\$	%	<b>Printed Name of Person Completing this Form:</b>  _____  <b>Title:</b> _____ <b>Date:</b> _____
<b>TOTAL WBE PARTICIPATION</b>	\$	%	
<b>TOTAL SBE PARTICIPATION</b>	\$	%	
<b>TOTAL EBE PARTICIPATON</b>	\$	%	
<b>TOTAL DVBE PARTICIPATION</b>	\$	%	
<b>TOTAL OBE PARTICIPATION</b>	\$	%	

**MUST BE SUBMITTED WITH EACH INVOICE**

**SCHEDULE C  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Company Name</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone</b>

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

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bld/Contract/BAVN Number:	Awarding Authority (Department):
---------------------------	----------------------------------

Name of Bidder:	Phone:
-----------------	--------

Address:

Email:

**CERTIFICATION**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**PEDAL BOAT RENTAL CONCESSION  
(RFP CON-M16-003)  
EXHIBIT F - CASH FLOW**

**Proposer**

	<i>Cash Flow - By Contract Year</i>				
	1	2	3	4	5
<b>Sources of Cash</b>					
Capital Loan					
Private Funds					
Operating Profits	\$ -	\$ -	\$ -	\$ -	\$ -
Plus:					
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Payable					
Change in Payroll Payable					
Other					
Other					
<b>Total Sources Of Cash</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Uses of Cash</b>					
Capital Investment					
Change in Accounts Receivables					
Change in Inventory					
Repayment of Loan Principal					
Other					
<b>Total Uses of Cash</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Cash Flow</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Break Even Cash Flow</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

### Required Insurance and Minimum Limits

Name: RFP Pedal Boat Rentals Concession

Date: 07/21/2016

Agreement/Reference: \_\_\_\_\_

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

Limits

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

	WC	<u>Statutory</u>
	EL	<u>\$1,000,000</u>

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability** City of Los Angeles must be named as an additional insured

\$2,000,000

Products/Completed Operations

Fire Legal Liability \$100,000

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

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

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

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

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

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

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

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

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

Other: 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.



## Echo Park Pedal Boats and Cafe: City Owned Equipment List

1. Thermoplastic/Fiberglass Door with Solid Wood Core
2. Original Door Hardware (I)
3. Awning Window
4. Original Window
5. Casement Window in Original Frame
6. Water Resistant Gypboard
7. Two Wood Single Hung Windows & Hardware
8. Linoleum Flooring
9. Original Service Counter
10. HVAC Air Conditioner and Platform
11. Heat Pump and Platform
12. Two Spanish Colonial Reproduction Light Fixtures
13. Original Wood Beams On Ceiling
14. Original Wood Paneling On Ceiling
15. Original Door and Hardware (II)
16. Air Curtain (I)
17. Stainless Steel 4 Burner Range with Griddle
18. NSF Approved SS Shelf Racks, 4 Tier
19. Self Contained Refrigerator with Deep Freezer
20. Wood Shelves
21. SS Hooks (Paddle Hangers)
22. Hand washing Sink
23. Food Preparation Sink / Floor Sink
24. Three Compartment Ware Washing Sink with Two Drain Boards
25. Ladder with Non-Skid Tread Surfacing on Rungs
26. 1x4 Sealed Halogen Unit
27. Floor Mounted 2-Pot Deep Fryer
28. SS Charbroiler and SS Stand
29. 24" W x 24" D X 24" H SS Stand
30. SS Hood
31. New Vent Fan (Roof)
32. SS Mop Sink
33. Water Heater
34. Floor Drain
35. 27" W x 34" D SS Food Prep Table with Self Contained Refrigerator
36. Three 12" W x 12" D X 72" H Recycled Plastic 2-Tier Lockers
37. Diffuser / Grill
38. Floor Sink
39. Gypboard with Sheet Vinyl (4.4" high Coved Base) attached to Wall in Employee Service Area
40. .62" Gypboard
41. N/A
42. SS Food / Utensil / Chemical Shelves
43. Pressure Wash Dock with Organic Cleanser
44. Duct Extending Upwards through 2<sup>nd</sup> Floor of Tower
45. Original Wood Counter
46. Concrete Paving matching Original Paving
47. Air Curtain (II)
48. Air Unit for Commercial Hood
49. SS Mop Hanger
50. Six-Flavor Beverage Machine with Self-Contained Ice Machine
51. New Data Ports under Counters

**APPROVED**  
**DEC 10 2012**

REPORT OF GENERAL MANAGER

NO. 12-329

DATE December 10, 2012

C.D. 13

BOARD OF RECREATION  
& PARK COMMISSIONERS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: **ECHO PARK PEDAL BOATS AND CAFÉ CONCESSION – REQUEST FOR PROPOSALS**

R. Adams \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

K. Regan \_\_\_\_\_  
M. Schull \_\_\_\_\_  
\*N. Williams for (in)

[Signature]  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the Echo Park Pedal Boats and Café Concession Request for Proposals (RFP) for a five (5) year Concession Agreement, with two (2) five (5) year renewal options exercisable at the sole discretion of General Manager, substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFP to the City Attorney for review and approval as to form; and,
3. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process for the Concession.

SUMMARY:

This is a newly established concession. The 1,500 square foot Echo Park Boathouse, originally constructed in 1932 at 751 N. Echo Park Ave. in Los Angeles, was designed in the Spanish Colonial Revival Style and is positioned over the Echo Park Lake.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 12-329

Other amenities and features at Echo Park Lake include a baseball diamond, lighted, indoor, and outdoor basketball courts, a play area for children, a lighted football field, two swimming pools, a soccer field, and lighted tennis courts. Besides offering a variety of recreational activities to be enjoyed by patrons, the historic park has also long been a popular location for Hollywood filming.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation project, was completed in 2007. It entailed preserving the existing piles, rehabilitating the dock, and providing disabled access to the dock.

Phase II of the Echo Park Boathouse Rehabilitation included the completion of the aesthetic, and structural retrofit of the existing building and mechanical systems. The Boathouse Rehabilitation is a small part of the larger Echo Park Lake Rehabilitation project.

This newly established Concession will operate in the recently restored Boathouse at Echo Park Lake. The state-of-the-art facility has not yet been used. This Concession includes the exclusive right and obligations to staff, equip, and operate a pedal boat rental service and café. The Concessionaire will provide certified life guards for the pedal boat service, and put in place safety policies and procedures satisfactory to the General Manager. The café operation will offer food and non-alcoholic beverages to park patrons and the neighboring community.

Staff has developed and is now ready to release, at the direction of the Board, an RFP for this concession. With this RFP, the Department will seek a qualified, experienced, and financially sound operator who will meet or exceed the Department's expectations in all operational and financial areas, and optimize service to the public and profitability to the business.

### Proposal and Contractual Provisions

1. Proposal Deposit: A \$5,000 proposal deposit will be required with the submission of each proposal.
2. Term: Five (5) years, with two (2) five (5) year renewal options at the sole discretion of the General Manager.
3. Rental Terms: The minimum rental sharing payment percentage is of 8% of food and beverage gross revenue, and 33% of gross revenue from the pedal boats operation. The minimum annual rental sharing payment is \$60,000.
4. Concession Improvements: Required improvements include installing new dining furniture, a minimum of five (5) pedal boats, and a Jon boat to aid the patrons on the

## REPORT OF GENERAL MANAGER

PG. 3

NO. 12-329

water and retrieve pedal boats. The flooring is to be replaced every five years if the Agreement is renewed. Optional improvements by the proposer will initially be evaluated and scored by the panel, and later reviewed by staff for conduciveness to the enhancement, safety and increased revenue of the Concession..

5. Utilities: Concessionaire shall be responsible for utility charges associated with the Concession. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by Concessionaire regardless of whether such utility services are furnished by City or by other utility service providers. Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire.

In the event that individual utility meters are not available, Concessionaire shall remit, on a monthly basis in conjunction with rental payments to Department, the amount of Two Hundred and Fifty Dollars (\$250.00) as payment for utilities.

6. Contractual and Financial Terms: The City will enter into an Agreement whereby the City has no financial responsibility or liability for the operation and the City will share in profits in the form of a percentage of gross revenue.
7. Faithful Performance Deposit: A Faithful Performance Deposit will be required to be maintained for the duration of the Agreement in the amount of Thirty-Five Thousand Dollars (\$35,000). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

### Evaluation Process

Proposals will be evaluated in two Levels. Level I will be a check and review by Concessions Unit staff for required compliance and submittal documents; Level II will be a comprehensive evaluation of the proposals by a panel comprised of qualified persons not part of the Concessions Unit that may include individuals outside the Department. Proposers must successfully pass Level I to proceed to Level II.

### RFP Evaluation Criteria Areas

For the purposes of evaluation, the responsive proposals to pass Level I will be evaluated on the criteria below (Level II):

- 1) Ability to Finance (15 points)
- 2) Background and Experience (20 points)
- 3) Proposed Business Plan for this Concession (20 points)

REPORT OF GENERAL MANAGER

PG. 4

NO. 12-329

- 4) Proposed Rental Payment to City (20 points)
- 5) On-Going Refurbishment, Improvements, and Maintenance (15 points)
- 6) Concession Improvements (10 points)

The RFP documents will be advertised in periodicals; made available on the Department's website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Unit. The anticipated time of completion for the RFP process is approximately eight to twelve months.

A conference will be held approximately one month after the release of the RFP in order to provide potential proposers with a review of the submittal documents and compliance documents.

It is noted that this project incorporates and implements the City's new Business Inclusion Program (BIP), in compliance with the Mayor's Directive No. 14. For this project, the Department will use the Business Inclusion Program (BIP) per Mayor Executive Directive No. 14 issued on January 12, 2011 which is intended to ensure that all businesses, including job-creating small businesses, have an equal opportunity to do business with the City of Los Angeles.

FISCAL IMPACT STATEMENT:

Releasing and conducting the Request for Proposals process has no impact to the Department's General Fund.

Report prepared by Shaun Larsuel, Management Analyst I, Concessions Unit, Finance Division

**APPROVED**  
OCT 02 2013

REPORT OF GENERAL MANAGER

NO. 13-243

DATE September 18, 2013

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

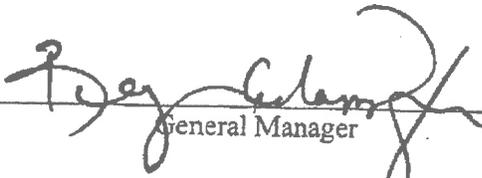
C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK PEDAL BOATS CONCESSION – AWARD OF INTERIM CONCESSION AGREEMENT TO CHAFFIN & REEVES, INC.

R. Adams \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

K. Regan \_\_\_\_\_  
M. Schull \_\_\_\_\_  
\*N. Williams raj

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Interim Concession Agreement between the City of Los Angeles Department of Recreation and Parks (RAP) and Chaffin & Reeves, Inc., substantially in the form on file in the Board Office, for the operation and maintenance of the Echo Park Pedal Boats Concession for a term of one (1) year with two (2) one-year renewal options exercisable at the General Manager's sole discretion, subject to the approval of the Mayor and of the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible and more economical to secure these services by contract;
3. Find, in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that in order to provide continued, uninterrupted service to the public and avoid a revenue shortfall, a competitive bidding process is not practicable or advantageous at this time, and that it is therefore in the City's best interest to enter into this Interim Concession Agreement until the completion of a formal Request for Proposal (RFP) process when a multi-year agreement can be executed;

REPORT OF GENERAL MANAGER

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4. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for work to be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of offering pedal boat, canoe and gondola rentals monitored by certified lifeguards to the public while RAP conducts a formal RFP process;
5. Direct the Board Secretary to transmit the proposed Agreement, concurrently, to the Mayor in accordance with Executive Directive No. 3, and to the City Attorney for approval as to form; and,
6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY:

This is a newly established concession. The 1,500 square foot Echo Park Boathouse (Boathouse), originally constructed in 1932 at 751 N. Echo Park Ave. in Los Angeles, was designed in the Spanish Colonial Revival Style and is positioned over the Echo Park Lake.

Other amenities and features at Echo Park Lake include a baseball diamond, lighted indoor and outdoor basketball courts, a play area for children, a lighted football field, two swimming pools, a soccer field, and lighted tennis courts. Besides offering a variety of recreational activities to be enjoyed by patrons, the historic park has also long been a popular location for Hollywood filming.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation project, was completed in 2007. It entailed preserving the existing piles, rehabilitating the dock, and providing disabled access to the dock.

Phase II of the Echo Park Boathouse Rehabilitation project included the completion of the aesthetic and structural retrofit of the existing building and mechanical systems. The Boathouse Rehabilitation project is a small part of the larger Echo Park Lake Rehabilitation project.

This Concession operates in the recently restored Boathouse, and a one-year interim concession agreement, with two (2) one-year renewal options, will allow the concessionaire the exclusive right and obligation to staff, equip, and operate a pedal boat rental service until completion of a formal Request for Proposal process when a multi-year agreement can be executed. The Concessionaire will provide certified life guards for the pedal boat service, and put in place safety policies and procedures satisfactory to the General Manager.

## REPORT OF GENERAL MANAGER

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Under a 90-Day Interim Permit, the current operator, Chaffin & Reeves, Inc., has been providing quality service to the community. The individual monthly rental payments from the permittee have exceeded the highest month of gross revenue generated at the site in the last year that the operation was run solely by RAP. Approval of the interim concession agreement will allow RAP to continue to provide uninterrupted service to the public while an RFP is developed.

Staff will develop and, with approval from the Board, release an RFP for this concession. With the RFP, RAP will seek a qualified, experienced, and financially sound operator who will meet or exceed RAP's expectations in all operational and financial areas, and optimize service to the public and profitability to the business.

### 90-Day Interim Permit

The Echo Park Pedal Boats and Café RFP was approved by the Board for release on December 10, 2012 (BR 12-329). The RFP was released to the public on February 14, 2013, and on March 7, 2013, a Pre-Proposal Conference was held at which representatives for eight (8) companies attended.

On April 23, 2013, the RFP proposals were due. No proposals were received due in part to the inability of the perspective bidders to manage both operations (Pedal Boats and Café) as one concession. On May 23, 2013, the Pedal Boat operation and the Café operation were bifurcated from one another. 90-day interim permit proposal solicitations for each operation were sent to Pre-Proposal Conference attendees, allowing them to bid on either one or both opportunities.

On June 7, 2013, the Interim Permit proposals were due. Chaffin & Reeves, Inc., submitted the sole proposal for the Pedal Boat operation. Staff reviewed the proposal and found that the company was qualified to run the concession operation. On June 17, 2013, RAP staff met with Lloyd Reeves of Chaffin & Reeves, Inc., to discuss the terms of the 90-Day Interim Permit for the Concession.

1) On July 11, 2013, the Interim Permit between RAP and Chaffin & Reeves, Inc. for the operation of the Echo Park Pedal Boats Concession was executed. On July 20, 2013, the Concession opened to the public. This Interim Permit expires on October 5, 2013.

### Pedal Boat Rental and Business Experience

Mr. Lloyd Reeves is a United States Coast Guard licensed Captain, a licensed pilot, a former National Canoe & Kayak Champion, as well as a World Games bronze medalist. In 1993 he opened the Morro Bay Sailing Center. In 2000, he began renting pedal boats at Atascadero Lake, and did the same at Redondo Beach in 2003. Chaffin & Reeves, Inc. was formed in 2004.

REPORT OF GENERAL MANAGER

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Operation Plan

Offered at affordable prices, Chaffin & Reeves, Inc. will rent out pedal boats to patrons year-round during operation hours. In addition, out-rigger canoe rides and gondola rides for couples are available as well, each guided by trained staff.

Safety signs are posted on the docks. No less than one (1) certified life guard will be on-site during the hours of operation, and all employees handling the boats are trained in CPR, First Aid and water rescue techniques. Patrons riding the canoe or pedal boats are required to wear life jackets supplied by the concessionaire. A rescue paddle board and kayak are available to staff in case of an emergency to assist patrons out on the lake.

Concession Agreement

For this concession, the operator is permitted to use three (3) rooms of the Boathouse, the docks and the lake. The hours of operation will be year-round from 11:00 AM to 7:00 PM (or dusk, whichever is earlier). It will be closed during rainy weather and on Christmas Day. Under the terms of the one-year interim concession agreement, with up to two (2) one-year renewal options, Chaffin & Reeves, Inc. will provide a minimum of ten (10) pedal boats, an outrigger canoe, a gondola, a paddle board and kayak adequate for rescue operations, life jackets, safety related gear and equipment.

The concessionaire shall pay 10% of gross receipts monthly rent, and a minimum of \$500 per month, in each year of operation. If the total rent paid after each twelve (12) month period is less than \$6,000, the concessionaire will remit the difference to RAP.

FISCAL IMPACT STATEMENT:

During the one-year term of this concession agreement RAP will receive a minimum of \$6,000 in rent. Of that amount, \$5,400 will be deposited into Fund 302, Dept. 88 General Fund (90%), and \$600 will be deposited into Fund 302, Dept. 89, Account 89070K Concession Improvement Account (10%).

Report prepared by Shaun Larsuel, Management Analyst II, Finance Division, Concessions Unit.

**BOARD REPORT**

NO. 16-258

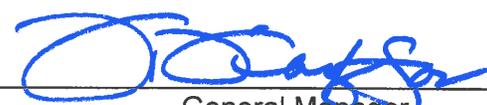
DATE: December 14, 2016

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AGREEMENT WITH AMERICAN PARK NETWORK MEDIA, LLC FOR THE INSTALLATION, OPERATION AND ONGOING SERVICE OF PUBLIC WI-FI AND OTHER COMMUNICATION SERVICE PROVIDER SERVICES AT VARIOUS PARKS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(4) OF THE CITY CEQA GUIDELINES

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

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

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

RECOMMENDATIONS

- 1) Accept a donation from American Park Network (APN) Media, LLC, a Delaware limited liability company (APN Media), consisting of the provision of Wi-Fi and other communication service provider services in select, high-traffic parks, recreation areas and other sites, as more fully described in the Summary of this Report;
- 2) Approve a proposed Agreement between City and APN Media (Agreement) with an initial term of one year, with two automatic one-year extensions, herein included as Attachment 1, establishing their respective roles, responsibilities, and relationship with respect to the furnishing, installing, maintaining, and ongoing service of public Wi-Fi at various park sites;
- 3) Find that the project is exempt from the California Environmental Quality Act pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines.

SUMMARY

APN Media desires to provide and be responsible for the costs of installation, provision, and on-going service of Wi-Fi services as a donation to the City of Los Angeles (City) for the benefit and enjoyment of patrons at various high traffic park sites. APN Media is located at 41 East 11<sup>th</sup> Street, 11<sup>th</sup> Floor, New York, New York 10003. APN Media hopes to benefit patrons of various facilities by providing enhanced internet connectivity through Wi-Fi, as a means to provide an accessible digital information portal while communicating Department of Recreation and Parks (RAP) messaging to the public.

## BOARD REPORT

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The initial list of sites to be provided Wi-Fi services include Echo Park Lake, Griffith Park Observatory, Pershing Square, Venice Beach, Reseda Park, Cabrillo Beach, and EXPO Center. Other sites may be added at any time by mutual agreement between RAP and APN Media.

Donor's contribution in connection with the project is the provision, installation and ongoing maintenance of the computer hardware and networks required to provide the Wi-Fi services, at no cost to RAP. RAP's role will be to provide input on content presented through the Wi-Fi services based on the priorities of RAP.

The proposed Agreement between the City and APN Media outlines each party's respective roles, responsibilities, and relationship with respect to the furnishing, installing, maintenance and operation of Wi-Fi services. The term of the proposed Agreement is for one year commencing upon its execution, and shall automatically be extended for two successive one-year renewal periods.

RAP has had a previous agreement with APN Media, a Memorandum of Understanding (MOU) for a Wi-Fi Pilot Program at Designated Park Locations. (Report No. 14-291) It was for the same sites as the agreement being proposed, except that EXPO Center was not included. APN Media's performance under that MOU was good and well within our expectations.

### ENVIRONMENTAL IMPACT STATEMENT

RAP Staff has determined that the Project consists of installation of computer equipment and provision of Wi-Fi services for public use involving negligible or no expansion of facility use. Therefore, the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(4) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

Acceptance of this donation results in no fiscal impact to the RAP General Fund as APN Media will be solely responsible for all costs and expenses associated with the provision of W-Fi internet access at various park sites.

This Report was prepared by Alex Yee, Director of Systems, Systems Division.

### LIST OF ATTACHMENT(S)

- 1) Proposed Agreement with APN Media, LLC

**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND  
APN MEDIA, LLC FOR THE  
INSTALLATION, OPERATION AND ONGOING SERVICE  
OF PUBLIC WI-FI IN PARKS**

This partnership agreement (“AGREEMENT”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and APN Media, LLC (“PARTNER”), a Delaware limited liability company. (Collectively, CITY, and PARTNER are the “PARTIES” and individually, each is a “PARTY”.)

WHEREAS, CITY, through its Department of Recreation & Parks (RAP), owns and operates park, recreation, tourism and other public venues located throughout Los Angeles, California (ALL PARKS); and,

WHEREAS, RAP provides services that will enhance the visitor experience and educate the public in ALL PARKS; and

WHEREAS, PARTNER specializes in supporting park and recreation departments at the Federal, State, and local level by providing visitor information and enhancing the visitor experience through printed, web-based, experiential, mobile and digital solutions; as well as creating and implementing sponsor-based education programs and sponsored Wi-Fi, in and around parks and public lands; and

WHEREAS, the PARTIES wish to set forth an agreement through which PARTNER shall provide Wi-Fi and other communication service provider services in select, high-traffic parks, recreation areas and other sites managed by CITY, RAP or RAP Partners (WI-FI PARKS or, individually, a WI-FI PARK), which, as described herein, shall provide multiple benefits including a visitor service, enhanced connectivity and a means to provide an accessible digital information portal to communicate RAP and/or RAP Partners messaging to the public (SERVICES). A list of initial WI-FI PARKS has been agreed upon by the PARTIES and is attached hereto as Exhibit A. The list of WI-FI PARKS can be expanded at any time by mutual agreement of RAP and PARTNER, whereby certain parameters regarding the deployment of the Services may differ.

WHEREAS, CITY has agreed to accept this offer of installation, operations and ongoing maintenance at the meeting of the Board of Recreation and Park Commissioners (BOARD) on \_\_\_\_\_, 20\_\_\_\_ (Report No. \_\_\_\_\_).

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

## **1. Description of the SERVICES**

- 1.1 PARTNER shall provide the SERVICES without charge to CITY and shall be a provider of the SERVICES in the WI-FI PARKS.
- 1.2 SERVICES shall comply with all relevant CITY and RAP policies and regulations.
- 1.3 SERVICES shall be made available to park visitors for free, unless otherwise agreed upon by the PARTIES.
- 1.4 SERVICES shall be referred to as “Approved Wi-Fi of Los Angeles Recreation & Parks.” PARTNER shall be referred to as an “Official Partner of Los Angeles Recreation & Parks” and/or an “Approved Wi-Fi provider of Los Angeles Recreation & Parks.”
- 1.5 Information content, including web links to CITY, RAP and non-profit partner sites, which are presented via the SERVICES, shall be provided and/or approved by RAP and CITY at their sole discretion (CONTENT).
- 1.6 CITY acknowledge that the SERVICES are sponsor-supported, with any funding from sponsors (SPONSOR) being the sole responsibility and accruing in sole benefit to the PARTNER unless mutually agreed upon by the PARTIES. Notwithstanding, Partner shall work with RAP to help generate sponsor support for PROGRAMS that are separate from the SERVICES.
- 1.7 The PARTIES acknowledge that the speed of SERVICES is subject to multiple factors beyond the control of PARTNER, including but not limited to the available speed of broadband services from third party providers and the volume of visitor usage, and, that speed can typically be increased by CITY providing multiple broadband lines and/or faster broadband connections. For the purpose of clarity, CITY acknowledges that visitor demand for higher than average data use, such as is required for streaming movies or downloading large files, is not standard in free public systems and is therefore not contemplated as part of the SERVICES. Such uses shall be mitigated by placing a speed limit/ceiling for each individual user.

## **2. Description of *Oh, Ranger! Wi-Fi*<sup>™</sup> — User Experience**

- 2.1 The following is a general description of the Wi-Fi User Experience (UX), which is a part of the SERVICES:
  - Upon selecting the Wi-Fi network associated with the SERVICES, WI-FI PARK visitors will be taken to a WELCOME PAGE (WELCOME PAGE), where they will be required to accept standard terms and conditions (T&C).
  - The WELCOME PAGE will include, but is not limited to, the following: RAP acknowledgement, PARTNER acknowledgement, SPONSOR acknowledgment,

a link to the T&C, a link to connect to the Internet and an indication that users must accept T&C in order to connect to the Internet.

- While connecting to the Internet, a brief SPONSOR video will play (or another SPONSOR-related promotion will appear), after which the user will be taken to a landing page (LANDING PAGE). SPONSOR messaging shall be compliant with CITY/RAP regulations and family-friendly. If RAP determines that a sponsor message, once posted, is not compliant with CITY/RAP regulations, RAP shall notify PARTNER of the specific violation and PARTNER shall make commercially reasonable efforts to immediately correct or replace said message.
- The LANDING PAGE will include, but is not limited to, the following: RAP acknowledgement, PARTNER acknowledgement, SPONSOR acknowledgement, with links to the websites of each, and a link to download the mobile app produced by PARTNER. It will also offer access to the T&C and privacy statement. From the Landing Page, users may browse the Internet. The Landing Page offers a platform for RAP to provide visitor information and links to promote ALL PARKS and/or RAP and/or RAP's non-profit Partners.

2.2 The PARTIES acknowledge that PARTNER may update the UX from time-to-time to improve the interface, as well as the utility and experience of user. For the purpose of clarity, the UX, including the presentation design and screen flow, is not considered to be CONTENT and is the sole intellectual property of PARTNER. PARTNER shall obtain approval from RAP for SPONSORS whose messages in any form (i.e. banner, textual, audio, video) appear in the UX, which approval shall not be unreasonable withheld or delayed. For the purpose of clarity, the PARTIES acknowledge that Toyota has already been approved as a SPONSOR.

### **3. Role of PARTNER**

- 3.1 PARTNER shall be responsible for paying the cost of installing the networks required to provide the SERVICES. All hardware, which may include but is not limited to wireless accesspoints (APs), small cells, DAS, LTE-U transmitters, signal beams, repeaters, routers, modems, antennas, POE adapters, satellite dishes, cables, electrical wirings, conduit, equipment cabinets and any mounting brackets or other necessary materials and equipment, along with related software as needed, are the responsibility of the PARTNER and shall always remain the sole property of the PARTNER. PARTNER shall reasonable cleanup and restore any and all RAP properties after any work performed onsite by PARTNER or effectuated by PARTNER.
- 3.2 PARTNER shall provide RAP with proposed site maps for each future WI-FI PARK, including equipment placement plan, for CITY'S final approval, which approval shall not be unreasonably withheld or delayed. The parties have already agreed upon the site maps and equipment for WI-FI PARKS that currently have the SERVICES. In order to best enhance the visitor experience, RAP and

PARTNER shall make best efforts to collaborate on all new site maps. Any substantive changes in site maps once approved require advanced approval of CITY by RAP, which approval shall not be unreasonably withheld or delayed.

- 3.3 PARTNER shall be responsible for repair or replacement cost of equipment necessary to provide the SERVICES, as long as the breakage is not a result of actions taken by the CITY or RAP, or due to vandalism that could have been reasonably protected against by CITY or RAP.
- 3.4 PARTNER shall arrange for internet connections within the WI-FI PARKS as needed, to be incorporated into the SERVICES, with sufficient speed to support the SERVICES in a commercially reasonable manner. For WI-FI PARKS where it's viable to use CITY or RAP broadband connections (BROADBAND CONNECTIONS) for the SERVICES, or those of CITY or RAP Partners, PARTNER will coordinate with RAP to use these connections for the SERVICES. The BROADBAND CONNECTIONS shall be of the highest speed that is economically reasonable. It is acknowledged by the PARTIES as of the date of this Agreement, that the minimum viable speeds for the BROADBAND CONNECTIONS are 15Mbps download speed and 2 Mbps upload speed, and that higher speeds are always more desirable with respect to the user experience. PARTNER shall be granted access to the WI-FI PARKS as needed by CITY to install, or oversee the installation of, the BROADBAND CONNECTIONS, and to service, repair and/or maintain the BROADBAND CONNECTIONS as needed.
- 3.5 PARTNER will work collaboratively with RAP to develop sponsorship program opportunities in order to provide additional promotional benefits to CITY or RAP, serve the visitor interests or attract potential sponsors. PROGRAMS (PROGRAMS) will be promoted in the SERVICES and implemented by PARTNER in the WI-FI PARKS, and may include components such as events or experiential activities, the details and locations of which shall be determined by mutual agreement. All such PROGRAMS must be compliant with all related RAP and CITY regulations. Potential PROGRAMS require the approval of RAP, which shall not be unreasonably withheld or delayed.
- 3.6 PARTNER shall coordinate with RAP to develop CONTENT on the LANDING PAGE that enhances the visitor experience.
- 3.7 PARTNER will share general user data (DATA) from the SERVICES as requested by RAP. DATA can be helpful to understand visitor use patterns, assist in operational decision making, be useful as a forecasting tool and may also inform other means in which the SERVICES can add value to WI-FI PARK operations. PARTNER will adhere to industry standard practices with respect to collection of DATA. Email addresses and other user contact information, which may be requested of users of the SERVICES as part of the Wi-Fi authentication process, shall be considered part of the DATA. For clarity, all users must agree to the T&C in order to use the SERVICES and gain access to the Internet. CITY

and RAP agrees that DATA shall be for internal use, such that it shall not disclose DATA to any third party. Notwithstanding, if CITY or RAP needs to disclose aggregated visitor data as a function of solicitation for services and/or grants, or for other necessary public reporting purposes, such use of said aggregated visitor traffic data is permitted.

3.8 PARTNER shall provide RAP with proposed signage for use in each future WI-FI PARK, including a sign placement plan, for CITY'S final approval, which approval shall not be unreasonably withheld or delayed. For clarity, RAP has already approved the sign design and placement for WI-FI PARKS that currently have the SERVICES.

3.9 PARTNER, at its sole expense, reserves the right to sell promotional sponsorship and/or access to the SERVICES, including but not limited to video advertisements, SSID leases and communications service provider use to enhance coverage in the WI-FI PARKS, all of which shall adhere to all applicable CITY and RAP rules and regulations. There shall be no sponsors of Wi-Fi or other connectivity services in WIFI PARKS that are competitive to SPONSORS secured by PARTNER. For the purposes of clarity, this applies to sponsors of connectivity only, not sponsors for any other RAP programs.

3.10 In the event that PARTNER is able to secure SSID leases or communications service provider use to enhance coverage in a WI-FI PARK, PARTNER will, upon implementation, immediately assume management and all costs and responsibilities associated with the BROADBAND CONNECTIONS at that time for said WI-FI PARK. CITY grants PARTNER the right to increase the speed or otherwise upgrade the BROADBAND CONNECTIONS at any time that PARTNER deems such an upgrade beneficial to enhance or better enable the SERVICES. This shall include the right to switch to different broadband service providers, regardless of who provided the initial BROADBAND CONNECTIONS.

3.11 PARTNER will interact with RAP's on-site liaison, point of contact (POC) for WI-FI PARKS where the SERVICES are provided. Said POC to be identified by RAP, as may be needed in order to periodically test, upgrade or troubleshoot the SERVICES from time-to-time.

3.12 PARTNER shall respond to requests from CITY and RAP in a timely manner.

#### **4. Role of RAP**

4.1 RAP shall provide PARTNER with input on CONTENT presented through the SERVICES based on the priorities of RAP and will collaborate with PARTNER to include CONTENT on the LANDING PAGE that enhances the visitor experience.

4.2 RAP shall provide CONTENT elements, at RAP's sole discretion, at no cost to PARTNER, including interpretive text, photographs, maps, charts, artwork, links and any other information (MATERIALS) that are owned by the RAP or otherwise

in the public domain as may be appropriate for potential inclusion in the SERVICES in the appropriate digital formats, as available and requested by PARTNER. PARTNER shall have the right to supplement the MATERIALS, so long as PARTNER shall obtain approval from RAP before making any changes that will substantially alter CONTENT.

- 4.3 RAP shall provide PARTNER with necessary access and at least one POC for each WI-FI PARK in which the SERVICES are provided so that PARTNER can install, maintain, upgrade, service and/or repair the SERVICES and, where applicable, the BROADBAND CONNECTIONS, in the most efficient manner possible.
- 4.4 RAP will work with PARTNER to identify the best possible locations for the SERVICES and shall provide reasonable, economical security for any equipment required for the SERVICES.
- 4.5 RAP shall promote the SERVICES, at RAP's sole discretion, through all its relevant and available channels, which may include but shall not be limited to RAP's websites, social media, publications, tourism campaigns, media outreach, on-site collateral and other targeted channels. All promotion of the SERVICES must be compliant with RAP's policies.
- 4.6 RAP shall generate awareness of the SERVICES through on-site signage. It is acknowledged by the PARTIES that the most important means to generate ongoing awareness of the SERVICES is through on-site signage placed throughout the WI-FI PARKS, which shall well-define the area in which the SERVICES are provided in a highly visible manner. Said signage shall be designed by PARTNER with input from RAP in order to adhere to CITY sign regulations, including the manner in which SPONSOR recognition is incorporated. On signage at WI-FI PARKS, PARTNER shall provide the following credit or similar credit as approved by RAP in writing: "In collaboration with the City of Los Angeles Department of Recreation and Parks"
- 4.7 RAP shall provide constant electric power and BROADBAND CONNECTIONS for the SERVICES.
- 4.8 RAP shall respond to requests from PARTNER in a timely manner.

## **5. Intellectual Property, Feedback & Use Restrictions.**

- 5.1 PARTNER is solely responsible for, and will have full discretion with respect to the design of, the UX. In the event that CITY or RAP provides suggestions, ideas or other feedback (FEEDBACK) to PARTNER or any of its affiliates in connection with the UX FEEDBACK, PARTNER and its affiliates will be free to use FEEDBACK in any manner without restriction and without royalty or other compensation to CITY or RAP. This Agreement does not grant CITY or RAP any license or other rights to any intellectual property or technology owned or

operated by PARTNER or any of PARTNER's affiliates, including, without limitation, any trademarks or trade names.

- 5.2 PARTNER, CITY and RAP agree not to use the SERVICES for any unlawful purpose, including infringement of the copyrights or other proprietary rights of others, or in any illegal manner or for creation or distribution of illegal content.

## **6. Copyright.**

- 6.1 The copyright and all other right, title and interest to the SERVICES shall belong to PARTNER.
- 6.2 Except for MATERIALS authored by CITY or RAP and photographs provided by CITY or RAP, the copyright and all other right, title and interest in all CONTENT and any other intellectual property created in connection with the SERVICES shall be and remain the property of PARTNER, and PARTNER shall be considered the "author" of the work and creator of the SERVICES for all statutory and regulatory filings or registrations.

## **7. Term**

- 7.1 The term of this AGREEMENT shall be for one (1) year commencing on the date the AGREEMENT is fully executed ("INITIAL TERM"), and shall automatically be extended for two (2) successive one-year extension periods (EXTENSION TERMS) (as used herein, the INITIAL TERM and the EXTENSION TERMS shall collectively be referred to as the "TERM"), unless one of the PARTIES terminates this AGREEMENT subject to the terms and conditions herein. Any PARTY may terminate this AGREEMENT in the event of a material breach that, upon providing written NOTICE as defined herein, is not cured in a commercially reasonable timeframe. In addition, RAP may choose not to renew should PARTNER fail to maintain the SERVICES at a quality level that is consistent with commercially reasonable standards and PARTNER may choose not to renew based on the SERVICES no longer being commercially viable. In the event that a PARTY chooses not to renew for the reasons allowed herein, such NOTICE must be given not less than sixty (60) calendar days prior to the expiration of the INITIAL TERM or any EXTENSION TERM.
- 7.2 **Non-Renewal Notice** If for any reason either party desires that the term of this Agreement expires at the end of the then-existing Extension Term, such party shall provide the other party with written notice (a "**Non-Extension Notice**"), at least sixty (60) calendar days prior to the end of the then existing Extension Term, of its desire that the Term expire at the end of the then existing Extension Term, and shall not be subject to extension pursuant to 7.1 of this Agreement. If neither party provides the other with a timely Non-Extension Notice, this Agreement shall automatically renew in accordance with Paragraph 7.1.

7.3 In the event of a non-extension or termination of this AGREEMENT as stipulated herein, PARTNER agrees to immediately cease all operations and other activity, remove all property and equipment for the SERVICES within one hundred eighty (180) calendar days of receiving or providing a written NOTICE of same. Notwithstanding, RAP may notify PARTNER of its desire that any conduit or cabling installed by PARTNER be left on premises, in which case PARTNER shall leave such conduit or cabling in place, and therefore, becomes RAP property. In the absence of such notification, and if PARTNER fails to remove all its property and equipment within one hundred eighty (180) calendar days after non-extension or termination of this AGREEMENT, RAP, at its option, may remove such property and equipment, in which event PARTNER shall pay to the RAP upon demand, the reasonable cost of such removal, plus the cost of disposition thereof. Upon removal of its property, PARTNER agrees to leave the premises in as close to original condition as is reasonably possible, subject to normal wear and tear.

## **8. Representations and Warranties.**

8.1 PARTNER represents and warrants to CITY and RAP that it is or will be the sole owner or licensee of the copyright and all other right, title and interest in any MATERIALS provided by PARTNER for inclusion in the SERVICES, including but not limited to interpretive text, photographs, maps, charts, artwork and any other information, and PARTNER further represents and warrants that the publication of such MATERIALS as contemplated herein will not result in any copyright infringement or violation of any rights belonging to another person or entity.

8.2 CITY and RAP represent and warrant to PARTNER that CITY and RAP are or will be the sole owner or licensee of the copyright and all other right, title and interest in any MATERIALS provided for inclusion in the SERVICES, including but not limited to interpretive text, photographs, maps, charts, artwork and any other information, and CITY and RAP further represent and warrants that the publication of such Materials as contemplated herein will not result in any copyright infringement or violation of any rights belonging to another person or entity.

## **9. Confidentiality.**

9.1 The PARTIES agree that in order to create the relationship contemplated herein, each PARTY shall be provided with and shall otherwise have access to certain proprietary business information regarding the other PARTIES' business that is generally acknowledged to be confidential, including but not limited to sales and marketing information, web strategy and metrics, pricing policies, program performance, financial data and future plans ("CONFIDENTIAL MATERIALS"). Each PARTY agrees that it and its employees, directors and affiliates shall reasonably protect such CONFIDENTIAL MATERIALS and prevent the

disclosure of such CONFIDENTIAL MATERIALS, whether directly or indirectly, to any third party in perpetuity.

Each PARTY shall ensure that any CONFIDENTIAL MATERIALS that it receives are not disclosed to any person, firm, corporation, or other third party, except that the PARTIES shall be under no obligation with respect to information that is, or becomes other than by their own actions, generally known or in the public domain. Notwithstanding the foregoing, each PARTY may disclose CONFIDENTIAL MATERIALS in the event that it becomes legally compelled (including interrogatories, written requests for information or documents, subpoena, civil investigative demand or similar process) to disclose such CONFIDENTIAL MATERIALS, provided; however, that the legally compelled PARTY shall promptly advise the other PARTIES of such legal compulsion and, to the extent that the other PARTIES secures a legally enforceable protective order, the legally compelled PARTY shall comply with such protective order. The terms of this section shall survive the termination of this AGREEMENT in perpetuity.

## **10. Limitation of Liability**

10.1 The SERVICES are provided “as is” and PARTNER disclaims all warranties, expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect thereto. PARTNER shall in no event be liable to CITY or RAP for any loss of data, loss of money, cost of cover or other special, indirect, incidental, consequential, punitive or exemplary damages of any kind or nature including, without limitation, those arising from the breach or termination of this AGREEMENT, whether such liability is foreseeable or unforeseeable or is asserted on the basis of contract, tort (including negligence or strict liability), failure of warranty, or otherwise, and even if PARTNER has been warned of the possibility of any such loss or damage, regardless of theory of liability. CITY and RAP acknowledge and agree that PARTNER cannot ensure that the MATERIALS submitted by CITY and RAP will be protected from theft or misuse by third PARTIES or that users of the SERVICES and other third PARTIES will comply with any content usage rules CITY may make applicable in connection with use of the MATERIALS or the SERVICES, and PARTNER will have no liability arising from a failure of any security system or procedure should any third party or SERVICES user fail to comply with said usage rules.

## **11. Assignment**

11.1 This AGREEMENT shall inure to the benefit of, and shall be binding upon, the permitted assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the PARTIES hereto. PARTNER may not sell or assign all or any portion of its rights, title and interest in this AGREEMENT without the prior written consent of RAP, which consent shall not be unreasonably withheld or delayed. The assignment of this AGREEMENT to a

wholly owned subsidiary or other related company, or the purchase of all or substantially all of the stock and/or assets of the PARTNER by another entity, shall not require the prior consent of RAP. In the case of a sale or assignment, the purchaser or assignee shall undertake in writing to perform all of the PARTNER's obligations under this AGREEMENT, and upon receipt by the RAP of such written undertaking by the purchaser or assignee, the PARTNER shall be relieved of all further liability and obligations under this AGREEMENT.

## **12. Indemnification**

- 12.1 Except for the active negligence or willful misconduct of RAP or CITY, or any of their Boards, Officers, Agents, Employees, Assigns and Successors in Interest, PARTNER undertakes and agrees to defend, indemnify and hold harmless CITY, RAP and any of their Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including PARTNER'S employees and agents, or damage or destruction of any property of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by PARTNER or its subcontractors of any tier, including any claim that the MATERIALS provided by PARTNER infringe or violate any third party trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United States, the State of California, and CITY. This provision shall survive the expiration or termination of this AGREEMENT.
- 12.2 Except for the active negligence or willful misconduct of PARTNER, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, RAP and CITY undertake and agree to defend, indemnify and hold harmless PARTNER and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost incurred by the PARTNER, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CITY'S employees and agents, or damage or destruction of any property of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by CITY and RAP or its subcontractors of any tier, including any claim that the MATERIALS provided by CITY or RAP infringe or violate any third party trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right. Rights and remedies available to PARTNER under this

provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United States, the State of California, and PARTNER. This provision shall survive the expiration or termination of this AGREEMENT.

### **13. Insurance**

- 13.1 Before commencing work to provide the SERVICES and periodically as required during its TERM, PARTNER shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California, as defined in Exhibit B attached hereto. PARTNER or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. PARTNER will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit B attached hereto and incorporated herein by reference.
- 13.2 PARTNER shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving PARTNER sixty (60) calendar days written NOTICE, provided that such amounts and/or types shall be reasonably available to PARTNER.
- 13.3 If any of the required insurance contains aggregate limits or applies to other operations of PARTNER outside of this AGREEMENT, PARTNER shall give CITY written NOTICE of any incident, occurrence, claim, settlement or judgment against such insurance that in PARTNER's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. PARTNER shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- 13.4 If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, PARTNER will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written NOTICE of such intended election. The NOTICE will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written NOTICE to PARTNER.

- 13.5 PARTNER's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT. At its discretion, CITY may pay to procure or renew such insurance to protect CITY's interest, in which case PARTNER agrees to reimburse CITY for all money so paid.
- 13.6 Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of PARTNER's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

#### **14. Hazardous Substances**

- 14.1 PARTNER shall provide the SERVICES in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of RAP, CITY or PARTNER to any governmental agency or third party under applicable statute.

#### **15. Publicity**

- 15.1 The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT and the use or promotion of the SERVICES, except as may be legally required by applicable laws, regulations, or judicial order. The PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the SERVICES. Further, any press release, public announcement, marketing materials or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of RAP, CITY and PARTNER. Further, the PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of RAP, CITY and PARTNER; including elected officials and public officials.
- 15.2 PARTNER agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement within the introduction of such release: "In collaboration with the City of Los Angeles Department of Recreation and Parks"
- 15.3 Notwithstanding any provision herein, neither of the PARTIES shall use the other's trademarks, trade names or logos (each a MARK) without prior written approval from the other. Each MARK shall remain the sole and exclusive intellectual property of the pertinent party.

## **16. Breach by PARTNER**

- 16.1 The following occurrences constitute events of breach of this AGREEMENT: PARTNER materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to maintain the SERVICES as specified herein.
- 16.2 Upon the occurrence of one or more events of breach or default by PARTNER, CITY may, at its election and without waiving any right to select any other remedy provided in this AGREEMENT, issue a written NOTICE of breach or default to PARTNER, and if PARTNER does not cure said breach or default within thirty (30) calendar days of receipt of said NOTICE, CITY may, by delivering a second written NOTICE to PARTNER, terminate this AGREEMENT without further delay subject to the terms herein.

## **17. Notices**

- 17.1 Any notice, request for consent, or statement (“NOTICE”), that the PARTIES are required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. The PARTIES may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by email with a hard copy deposited with the United States Postal Service with postage prepaid and return receipt requested.

All NOTICES shall be addressed as follows:

If to CITY:

City of Los Angeles Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, CA 90039  
Tel.: (818) 243-6488

If to PARTNER:

American Park Network  
41 East 11<sup>th</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10003  
Tel.: (212) 581-3380

## **18. Duly Authorized**

- 18.1 The PARTIES each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal

binding obligation of the PARTIES, enforceable in accordance with its terms and conditions.

#### **19. No Joint Venture, Relationship of Parties**

- 19.1 Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. PARTNER shall have no power to obligate or bind RAP or CITY in any manner whatsoever. Further, under no circumstances will PARTNER represent itself to be an agent of the RAP or CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in PARTNER the power to be an agent of the RAP or CITY or an actor under the color of law, be it civilly or criminally.
- 19.2 PARTIES agree that one shall not have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

#### **20. Ordinances and Standard Provisions**

- 20.1 The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit C. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of the Standard Provisions shall prevail. PARTNER and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." For clarity sake, notwithstanding anything herein, in the event of a termination for any reason, PARTNER shall retain ownership of all equipment installed to provide the SERVICE as long as it shall comply with the removal requirements as set forth herein.

#### **21. Safety Practices**

- 21.1 PARTNER shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents related to the SERVICES.

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

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

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

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

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

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

**APN MEDIA, LLC:**

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

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

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

By: \_\_\_\_\_  
STREFAN FAUBLE  
Deputy City Attorney III

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

**EXHIBIT A  
INITIAL WI-FI PARKS**

The following is the list of initial WI-FI PARKS, which can be expanded at any time by mutual agreement of RAP and PARTNER:

Echo Park Lake  
Griffith Park/Observatory  
Pershing Square  
Venice Beach  
Reseda Park  
Cabrillo Beach  
EXPO Center.

**EXHIBIT B  
INSURANCE REQUIREMENTS**

**CITY OF LOS ANGELES  
INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**  
(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LATM** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LATM advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LATM** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however **submissions other than through Track4LATM will significantly delay the insurance approval process as documents will have to be manually processed**. All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Completed Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **Track4LATM**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LATM** at <http://track4la.lacity.org>.

5. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

7. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

## Required Insurance and Minimum Limits

Name: APN MEDIA, LLC

Date: 12/08/2016

Agreement/Reference: INSTALLATION, OPERATION AND ONGOING SERVICE OF PUBLIC WI-FI IN VARIOUS PARKS

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

	Limits				
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>					
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: right;">WC</td> <td style="width: 50%; text-align: right;"><u>Statutory</u></td> </tr> <tr> <td style="text-align: right;">EL</td> <td style="text-align: right;"><u>\$1,000,000</u></td> </tr> </table>	WC	<u>Statutory</u>	EL	<u>\$1,000,000</u>
WC	<u>Statutory</u>				
EL	<u>\$1,000,000</u>				
<input checked="" type="checkbox"/> <b>General Liability</b>	\$1,000,000				
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>					
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work) <span style="float: right;">\$1,000,000</span>					
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions) Discovery Period: <u>12 Months After Completion of Work or Date of Termination</u>					
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company) <input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake <span style="margin-left: 200px;"><input type="checkbox"/></span>					
<input type="checkbox"/> <b>Pollution Liability</b>					
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b> <span style="float: right;">100% of the contract price</span>					
<input type="checkbox"/> <b>Crime Insurance</b>					
<b>Other:</b> _____ _____ _____ _____					

**EXHIBIT C**  
**STANDARD PROVISIONS FOR CITY CONTRACTS**

**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

**PSC-4. TIME OF EFFECTIVENESS**

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

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

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

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

#### **PSC-19. BONDS**

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

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

#### **PSC-23. OWNERSHIP AND LICENSE**

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

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

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

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

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

### Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

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

	<b>Limits</b>	
___ <b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	<b>WC</b>	<u>Statutory</u>
	<b>EL</b>	_____
<input type="checkbox"/> Waiver of Subrogation in favor of City		
<input type="checkbox"/> Longshore & Harbor Workers		
<input type="checkbox"/> Jones Act		

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

<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	

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

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

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

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

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

\_\_\_\_\_

\_\_\_ **Surety Bonds – Performance and Payment (Labor and Materials) Bonds** 100 % of Contract Price

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

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

**BOARD REPORT**

NO. 16-235

DATE November 16, 2016

C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **LINCOLN PARK – PATHWAY LIGHTING IMPROVEMENTS (W.O. #E170149F)  
PROJECT – APPROVAL OF FINAL PLANS**

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

*M. [Signature]*  
\_\_\_\_\_  
General Manager

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

RECOMMENDATION

Approve the final plans and specifications, substantially in the form on file with the Board Office, for the Lincoln Park - Pathway Lighting Improvements (W.O. #E170149F) Project.

SUMMARY

Lincoln Park is located at 3501 Valley Boulevard in the Lincoln Heights area of the City. This 42.81 acre park provides a lake, a recreation center, picnic areas, play areas, tennis courts, a skate park, and a swimming pool for the surrounding community. Approximately Nine Thousand Four Hundred Twenty Eight (9,428) residents live within a one-half (½) mile walking distance of Lincoln Park. Due to the facilities, features, programs, and services it provides, Lincoln Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

The Lincoln Park Pathway Lighting Improvements (W.O. #E170149F) Project (Project) is a Proposition K Competitive Grant (8<sup>th</sup> Cycle) funded project. The project scope of work consists of the installation of pathway lighting and pathway improvements. The Project includes installing approximately seventy-three (73) security lights as part of the renovation of lighted pathway, which measures ten (10) feet to twelve (12) feet in width and 20,000 linear feet in length that winds throughout the park.

The Department of Public Works, Bureau of Engineering (BOE) consultant, PSOMAS prepared the plans and specifications, and obtained all the necessary permits for the project. As required by the Proposition K, the project was presented to the community. Three (3) Local Voluntary Neighborhood Oversight Committee (LVNOC) meetings were conducted. The community, the LVNOC and Council District No. 1 are in full support of the project.

## BOARD REPORT

PG. 2 NO. 16-235

After review by the Department of Recreation and Parks (RAP) and BOE, it was determined that the work can be performed by RAP's pre-qualified on call contractors. Staff recommends the Project be constructed by the on call contractors and for BOE to provide construction management services in the construction of these improvements.

Sufficient funds are available for the construction and construction contingencies from the following funds and accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>
Proposition K Fiscal Year - 17	43K/10/10KM15
Proposition K Fiscal Year - 18	43K/10/10LM15

### TREES AND SHADE

The Project provides for lighting and pathway improvements throughout the park. All existing trees will be protected during construction and no trees will be removed as a result this project.

### ENVIRONMENTAL IMPACT STATEMENT

The Project has been previously evaluated for potential environmental effects, therefore the Project is determined to be exempt from the California Environmental Quality Act (CEQA). A Notice of Exemption was filed with the Los Angeles County Clerk on June 20, 2013. The current Board action is consistent with the existing CEQA exemption and the Project will not result in any additional environmental impacts. No additional CEQA documentation is required.

### FISCAL IMPACT STATEMENT

The proposed construction project is fully funded by Proposition K funds. When completed, the Project provides improvements to existing walkways and security lighting. Therefore, approval of the plans has no immediate fiscal impact to RAP's General Fund. Any utility increases for the increased power usage will be included in the Department's annual budget request.

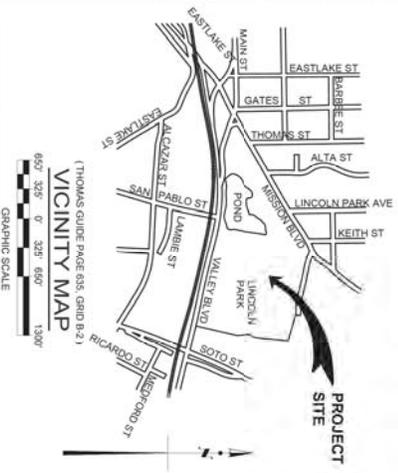
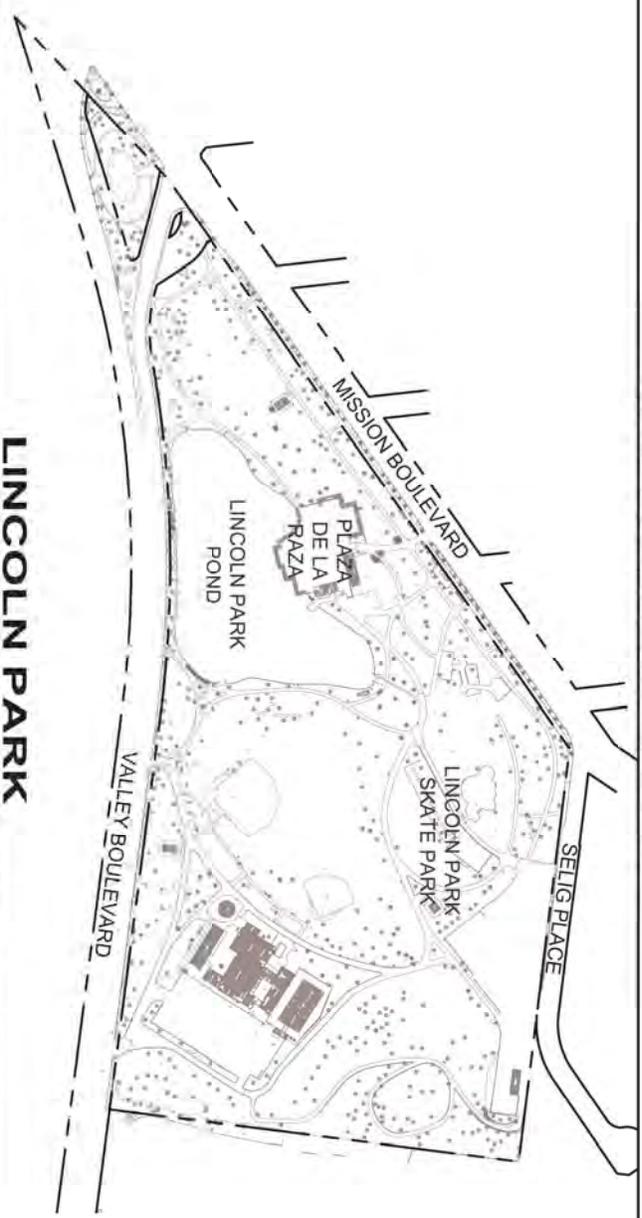
This Report was prepared by Meghan Aldrich, Project Manager, Architectural Division, Recreation and Cultural Facilities Program, Bureau of Engineering (BOE). Reviewed by Neil Drucker, Program Manager, Architectural Division, Recreational and Cultural Facilities Program, Mahmood Karimzadeh, Division Manager, Architectural Division, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.

### LIST OF ATTACHMENT(S)

- 1) Final Plans for Lincoln Park – Pathway Lighting Improvements (W.O. #E170149F) Project

**BUREAU OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS  
CITY OF LOS ANGELES  
LINCOLN PARK PATHWAYS  
LIGHTING AND PATHWAY  
IMPROVEMENTS**

**LINCOLN PARK**



6627 325' 0" 325' 660'  
VICINITY MAP  
GRAPHIC SCALE  
1300'

**CITY OF LOS ANGELES**

**CLIENT:**  
DEPARTMENT OF RECREATION AND PARKS  
MICHAEL SHULL  
GENERAL MANAGER  
221 N FIGUEROA STREET, 4TH FLOOR  
LOS ANGELES, CA 90012

**PROJECT MANAGEMENT:**  
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BUREAU OF ENGINEERING  
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PROGRAM MANAGER  
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MEGHAN.ALDRICH@LACITY.ORG

**PROJECT MANAGEMENT:**  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING  
RECREATION AND CULTURAL FACILITIES DIVISION  
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MEGHAN.ALDRICH@LACITY.ORG

**PROJECT TEAM**

**CONSTRUCTION MANAGEMENT:**  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING  
CONSTRUCTION MANAGEMENT DIVISION  
JOSE PUENTES  
GROUP MANAGER  
1149 SOUTH BROADWAY, 8TH FLOOR  
LOS ANGELES, CA 90015

**SURVEY:**  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING  
SURVEY DIVISION  
JIM TAYLOR  
CHIEF SURVEYOR

**GEOTECHNICAL:**  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP  
CHRISTOPHER F. JOHNSON  
GROUP MANAGER  
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**CONSULTANTS**

**CIVIL DESIGN:**  
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LOS ANGELES, CA 90071  
(213) 223-1400

**ELECTRICAL DESIGN:**  
PSOMAS  
ARIEN MATEU  
PROJECT MANAGER  
555 SOUTH FLOWER STREET, SUITE 4300  
LOS ANGELES, CA 90071  
(213) 223-1400

PLANS PREPARED BY:  
**PSOMAS**  
555 South Flower Street, Suite 4300  
Los Angeles, CA 90071  
(213) 223-1400 Fax (213) 223-1444



CITY OF LOS ANGELES ENGINEERING CITY OF LOS ANGELES	SHEET TITLE: TITLE SHEET PROJECT: LINCOLN PARK PATHWAYS LIGHTING IMPROVEMENTS ADDRESS: 3501 VALLEY BLVD LOS ANGELES, CA 90031	GARY LEE MOORE, P.E. ACCEPTED BY: [Signature] CITY ENGINEER DATE: 8/11/2016	INDEX NO: RP 300092 B PERMITS: BRXXXXXX
	PSOMAS 555 SOUTH FLOWER STREET, SUITE 4300 LOS ANGELES, CA 90071 (213) 223-1400	CITY OF LOS ANGELES ENGINEERING CITY OF LOS ANGELES	DATE BY: [ ] SERIAL NO: [ ] DATE: [ ]



ELECTRICAL SPECIFICATIONS

DIVISION 1. GENERAL PROVISIONS FOR DEPARTMENT OF RECREATION AND PARKS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION...

WHERE CONTRACTS OCCUR BETWEEN DIVISION 1 (DEPARTMENT OF RECREATION AND PARKS) AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION...

1. GENERAL SCOPE OF WORK.

WORK IN THIS CONTRACT: ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE LIGHTING AND ELECTRICAL DISTRIBUTION SYSTEM...

2. CLEANING, INSTALLATION AND REMOVAL OF OBSTACLES.

BEFORE THE GENERAL CLEANING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE FOLLOWING SPECIAL CLEANING FOR ALL TRADES...

(A) CLEAN ALL ELECTRICAL EQUIPMENT AND DEVICES. REMOVE STAINS, DUST, DIRT, PLASTER, PAINT AND ETC.

(B) REMOVE ALL SPOTS, STAINS, PLASTER AND PAINTS FROM ALL EXISTING WORK AND CLEAN TO ORIGINAL CONDITION.

(C) PROTECT AND CLEAN HUNGRIES AND EQUIPMENT.

3. CONSTRUCTION WATER, LIGHT AND POWER.

(A) THE DEPARTMENT WILL FURNISH AT NO COST TO CONTRACTOR WATER AND ELECTRICITY AS IT EXISTS ON THE SITE. CONTRACTOR SHALL FURNISH WATER AND ELECTRICITY AND MAINTAIN THE SAME AT COMPLETION OF WORK AT HIS OWN EXPENSE.

(B) THE DEPARTMENT WILL NOT BE HELD RESPONSIBLE FOR CHANGE OF EXISTING SOURCES TO SUPPLY CONDITIONS WATER POWER, NOR WILL THE DEPT. BE HELD RESPONSIBLE FOR THE EXISTING SOURCES TO SUPPLY ADEQUATE DEMAND AS REQUIRED BY THE CONSTRUCTION OF THIS WORK.

4. PANELBOARDS.

(A) PANELBOARDS SHALL BE DRIP-CUT BREAKER TYPE WITH BOLT-ON TYPE FREE-CORNER BREAKERS. PANELBOARDS SHALL BE FURNISHED WITH DRIP-CUT BREAKERS AS INDICATED ON THE SCHEDULES. EACH BRANCH CIRCUIT BREAKER SHALL HAVE PERMANENT TYPE PLASTIC OR METAL NUMBER TO IDENTIFY THE CIRCUIT PROTECTED. MIN. SIZE SHALL BE 20% OF BRANCH CIRCUIT CURRENT. PANEL SHALL BE 50 D. TYPE NO. 88 WITH CLEAR PLASTIC COVER ON FRONT.

(B) IDENTIFICATION SHALL HAVE ENGRAVED LAMINATED PLASTIC NAMEPLATES. NAMEPLATES SHALL BE TYPEWRITING AND SHALL DESIGNATE THE CIRCUIT PROTECTED. NAMEPLATES SHALL BE 1/2" X 1 1/2" X 1/8" AND LOCATED ON THE INSIDE OF THE DOOR AND COVERED WITH GLASS OR CLEAR PLASTIC.

(C) LARGE PANELBOARDS ARE REQUIRED. THEY SHALL INDICATE ALL THE CIRCUITS OF CONSTRUCTION AND EQUIPMENT. ALL ITEMS IDENTIFIED FOR INSTALLATION SHALL BEAN AT ALL LABEL AND LISTED FOR THE PURPOSE.

(D) DRIP-CUT BREAKERS SHALL HAVE A MINIMUM OF 10,000 AMPS RMS SYMMETRICAL SHORT-CIRCUIT CURRENT CAPABILITY FOR 1/2 SECONDS.

(E) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(F) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(G) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(H) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(I) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(J) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(K) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(L) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(M) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(N) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(O) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(P) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(Q) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(R) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(S) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(T) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(U) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(V) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(W) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(X) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(Y) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(Z) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(AA) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

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(AC) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(AD) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(AE) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

(AF) IDENTIFICATION SHALL BE FURNISHED WITH SUBSTANTIALLY WALLS UNLESS OTHERWISE NOTED ON THE PLAN.

1. LIGHT SWITCH TRIMMER - SHALL BE PARAGON MODEL NO. ET1100 SERIES. IT SHALL BE SOLID STATE WITH ADJUSTABLE TRIMMER RANGE FROM ONE MINUTE TO 18 HOURS. THE CONTROL SHALL BE TAMPER-PROOF WITH OUTF-OF-SIGHT PHOTOCOPY CODE. THE CONTROL SHALL BE RATED UP TO 100 WATTS AND CHANGE OF OPERATION BE TAKEN BY 1/2" AND 27/64".

1. LOCAL SWITCHES - SHALL BE SPECIFICATION GRADE, HUBBELL 125H SERIES OR EQUIVALENT LEVITON MODEL OR EQUAL.

1. LIGHTING CONTRACTORS - AMPERE RATING, NUMBER OF POLES, LINE VOLTAGE, CONTROL, VOLTAGE, MOUNTING OR MAINTENANCE CONTACT AS INDICATED ON DRAWINGS, OR AS REQUIRED, SOLAR CLASS 5000 OR EQUIVALENT AUTOMATIC SWITCH CO. MODEL OR EQUAL.

PSOMAS logo and project information: LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS, 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031. Includes drawing title, project details, and approval stamps.

**ELECTRICAL SPECIFICATIONS (CONT.)**

1. HIGH VOLTAGE CONDUCTORS ABOVE 600 VOLTS AFTER INSTALLATION MUST BE BEFORE SPARKING AND TERMINAL PERFORM TESTS TO VERIFY THE CONNECTIONS ARE CORRECT. THE TEST PROCEDURE SHALL BE CONNECTED TO ANY EQUIPMENT. THE TEST PROCEDURE SHALL BE IN ACCORDANCE WITH AEC AND NEMA. FIELD ACCEPTANCE TEST SHALL BE 15 KV FOR 15 MINUTES. IF CABLE FAILS TO PASS WITHIN THE WORK IS IN COMPLIANCE WITH THE CONTRACT REQUIREMENTS.
2. GROUND RODS: GROUND RESISTANCE TEST SHALL BE PERFORMED IN ACCORDANCE WITH THE TEST PROCEDURE. THE TEST PROCEDURE SHALL BE PERFORMED IN ACCORDANCE WITH THE TEST PROCEDURE. THE TEST PROCEDURE SHALL BE IN ACCORDANCE WITH AEC AND NEMA. FIELD ACCEPTANCE TEST SHALL BE 15 KV FOR 15 MINUTES. IF CABLE FAILS TO PASS WITHIN THE WORK IS IN COMPLIANCE WITH THE CONTRACT REQUIREMENTS.

**13. LIGHTING FIXTURES:**

1. AS INDICATED HEREINAFTER AND IN THE LIGHTING FIXTURE LIST, ALL FIXTURES MUST BE LISTED AND SUPPORTING MEMBERS SUCH AS ROSS AND PIPES MUST BE APPROVED BY THE CITY OF LOS ANGELES ELECTRICAL TESTING LABORATORY.
2. ALL FIXTURES USED AS BATTERIES SHALL CONFORM TO THE CODE REQUIREMENTS FOR MAXIMUM NUMBER OF CONDUCTORS PERMITTED, BOX TEMPERATURES SHALL NOT EXCEED 75°C, ADJACENT TO THINWALL WIRE.
3. ALL FIXTURES SHALL BE LISTED FOR THE PURPOSE, WET LOCATION FOR OUTDOOR INSTALLATION, AND DAMP LOCATION FOR SHOWERS AND CANOPIES.
4. FITTINGS AND ACCESSORIES, AS NECESSARY FOR PROPER INSTALLATION AND OPERATION.
5. (C) DEVIATION SHALL BE SUBMITTED TO THE DEPARTMENT FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.
6. (D) SPORTS LIGHTING FIXTURES: SUBMIT AN AMING DIAGRAM FROM FIXTURE MANUFACTURER TO THE DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION. CONTRACTOR SHALL ENSURE THAT FIXTURES ARE INSTALLED IN ACCORDANCE WITH APPROVED AMING DIAGRAM.

**14. RECORD DRAWINGS:**

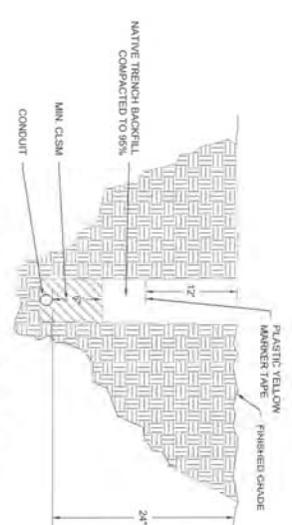
1. (A) MANHOLE AND LATERALS: IS INSTALLED, CHECKED TO VERIFY ON PRINTS IN RED INK. ALL WORK WHICH IS INSTALLED AT VARIANCE WITH THE WORK AS INDICATED ON THE DRAWINGS, INDICATE BY MEASURED DIMENSION TO BUILDING CORNERS OR OTHER PERMANENT MARKERS THE EXACT LOCATION OF ALL CHANGES.
2. (B) ACCEPTED LOCATIONS OF ALL PIPES, CONDUIT RUNS, WIRING, NAMES AND MODEL NUMBERS OF ACCEPTED SUBSTITUTED EQUIPMENT, ELECTRICAL STRICT ACCORDANCE WITH THESE SPECIFICATIONS.
3. OPERATING MANUALS AND INSTRUCTIONS:
4. (A) THE CONTRACTOR SHALL FURNISH TO THE CITY FOUR BOUND COPIES OF OPERATING AND MAINTENANCE MANUAL FOR ALL ELECTRICAL EQUIPMENT.
5. (B) THE CONTRACTOR SHALL, FOR ALL IN DETAIL, ALL MANUALS FOR THE OPERATION AND MAINTENANCE PERSONNEL BEFORE COMPLETION AND ACCEPTANCE OF THE PROJECT.

**ELECTRICAL GENERAL NOTES**

1. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO SUBMISSION OF BID TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND EXTENT OF THEIR WORK. SUBMISSION OF A PROPOSAL OR BID KNOWING ERRORS FALL RESPONSIBILITY FOR FURNISHING A COMPLETE AND PROPERLY FUNCTIONING SYSTEM.
2. IT IS THE INTENT OF THESE PLANS AND SPECIFICATIONS THAT A COMPLETE AND WORKABLE ELECTRICAL INSTALLATION BE PROVIDED FOR ALL EQUIPMENT DESIGNED AND INSTALLED UNDER THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LOS ANGELES AND LABOR, COORDINATE ALL WORK WITH OTHER TRADES AND COMPLY WITH ALL APPLICABLE CODES.
3. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS PRIOR TO JOB START AND OBTAIN FINAL INSPECTION APPROVAL FROM THE DEPARTMENT OF BUILDING AND SAFETY PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
4. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL ELECTRICAL EQUIPMENT AND MATERIALS TO THE DEPARTMENT FOR APPROVAL PRIOR TO ORDERING AND SHALL BE RESPONSIBLE FOR ANY DELAYS INCURRED IN OBTAINING APPROVAL. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LOS ANGELES AND LABOR, COORDINATE ALL WORK WITH OTHER TRADES AND COMPLY WITH ALL APPLICABLE CODES.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND HIS/HER SUB-CONTRACTOR TO BE FAMILIAR WITH THE DESIGN PLANS AND LIMITS OF WORK AND NOT PART OF THE IMPROVEMENT SUCH AS PROTECTIVE SYSTEMS, WORKING CONDITION AT ALL TIMES. ANY DAMAGE DONE IN THE COURSE OF CONSTRUCTION SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE PROJECT MANAGER.
6. CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY AND HAVE VARIED IN THE FIELD. MINIMUM CONDUIT SIZE SHALL BE 3/4 INCH UNLESS NOTED ON THE PLAN. EXPOSED CONDUIT SHALL BE PAINTED TO MATCH THE ADJACENT FINISH.
7. CONTRACTOR SHALL FURNISH TO THE DEPARTMENT A VANDAL PROOF SCREW DRIVER FOR EACH TYPE OF VANDAL PROOF SCREWS USED IN THE PROJECT.
8. PVC INSTALLED UNDERGROUND SHALL BE 24-INCHES DEEP AND COVERED WITH AT LEAST 6-INCH CONTROLLED LOW STRENGTH MATERIAL (CLSM) SEE DETAIL HEREON.
9. WHERE ADA PATH OF TRAVEL IS TO BE INTERRUPTED DUE TO CONSTRUCTION, CONTRACTOR SHALL PROVIDE ALTERNATIVE PATH AND SIGNAGE PRIOR TO COMMENCING WORK.
10. WHERE UNEXPECTED AND UNOBTAINABLE WORK IS ENCOUNTERED, CONTRACTOR SHALL INFORM THE CITY OR ENGINEER OF RECORD AS SOON AS POSSIBLE OR WITHIN 24 HOURS OF DISCOVERY. A PERIOD FOR THE COMMENCING WORK.



**ELECTRICAL SHEET MAP INDEX**  
NO SCALE



**TYPICAL CONDUIT INSTALLATION DETAIL**  
NO SCALE

PLANS PREPARED BY:  
**PSOMAS**  
555 South Flower Street, Suite 4300  
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ARIEF NAFTALI, P.E. 15170  
DATE: 05/24/2015

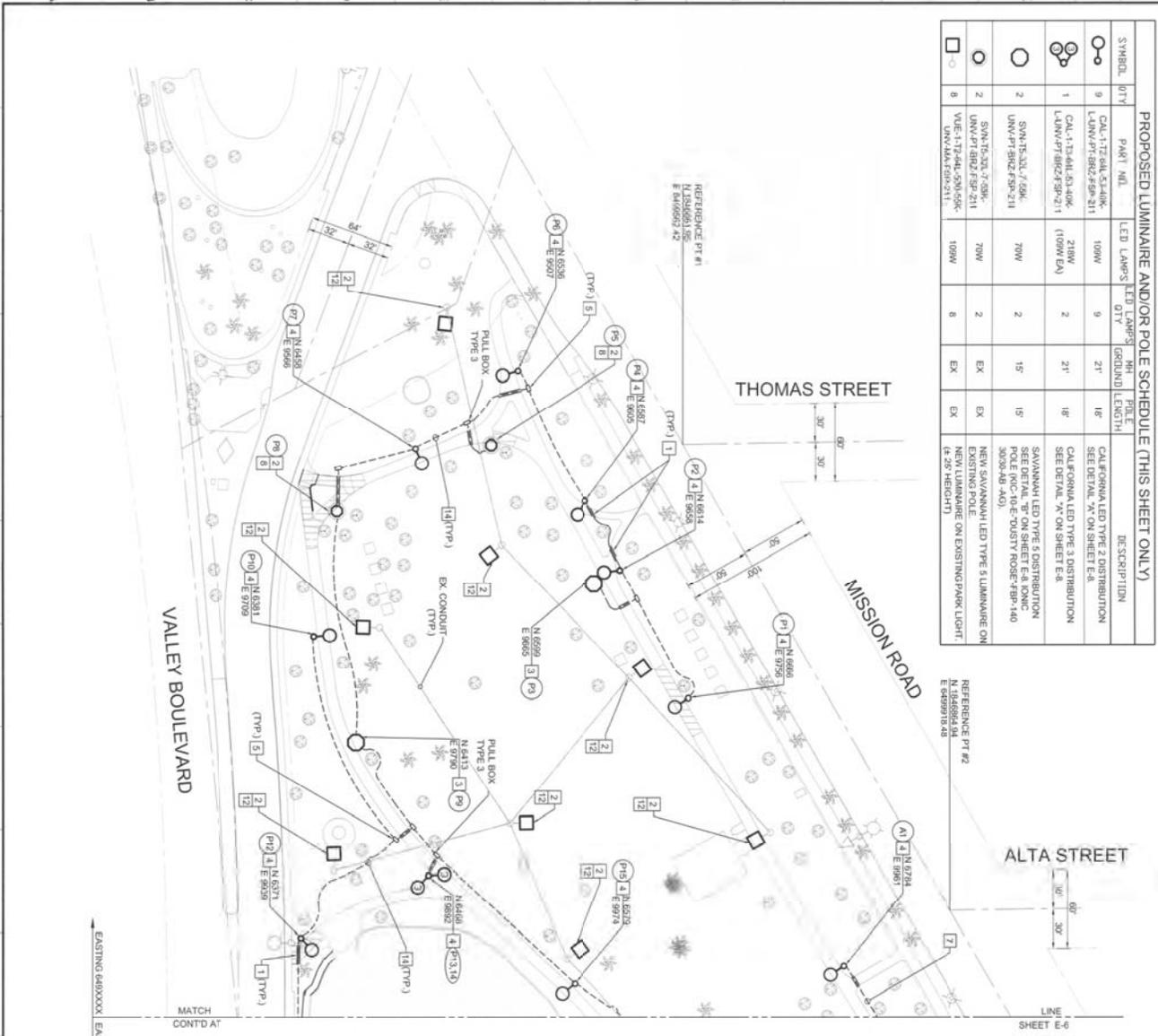
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS	
SHEET TITLE: ELECTRICAL NOTES AND SHEET MAP INDEX PROJECT: LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS ADDRESS: 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031	PSOMAS DESIGN GROUP ENGINEER: ARIEF NAFTALI PE DESIGNED BY: EDUARDO LOPEZ DRAWN BY: EDUARDO LOPEZ CHECKED BY: ARIEF NAFTALI PE APPROVED BY: ARIEF NAFTALI PE

BUREAU OF ENGINEERING APPROVAL OFFICE USE ONLY (DO NOT WRITE) CHECKED BY: PROJECT MANAGER SIGNATURE: _____ DATE: _____	INC. REGIONAL: _____ DATE: BY: _____ WORK ACCEPTED: _____ (SIGNATURE) INDEX NO. RP 300092 R. PERMITS: BRXXXXXX
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ENGINEERING CITY OF LOS ANGELES
------------------------------------

4 OF 14  
E-2

SYMBOL	PART	LED LAMP	LED LAMP	HT	FILE	DESCRIPTION
QTY	NO.	TYPE	QTY	GROUND	LENGTH	
9	1	CAI-172-04L-5-40K-LUMV-PT-082-F89-311	109W	9	21'	CAI-FRONTA LED TYPE 2 DISTRIBUTION SEE DETAIL 'A' ON SHEET E-8
1	1	CAI-173-04L-0-0-0K-LUMV-PT-082-F89-311	218W	2	21'	CAI-FRONTA LED TYPE 3 DISTRIBUTION SEE DETAIL 'A' ON SHEET E-8
2	2	SAVANNAH LED TYPE 5 DISTRIBUTION SEE DETAIL 'A' ON SHEET E-8	70W	2	15'	SAVANNAH LED TYPE 5 DISTRIBUTION SEE DETAIL 'A' ON SHEET E-8
2	2	SAVANNAH LED TYPE 2 DISTRIBUTION SEE DETAIL 'A' ON SHEET E-8	70W	2	15'	SAVANNAH LED TYPE 2 DISTRIBUTION SEE DETAIL 'A' ON SHEET E-8
8	8	WUE-173-04L-5-0-0K-LUMV-PT-082-F89-311	109W	8	EX	NEW SAVANNAH LED TYPE 2 LUMINAIRE ON EXISTING POLE (4'-25" HEIGHT)



EASTING 660XXXX EASTING 660XXXX

MATCH CONT'D AT

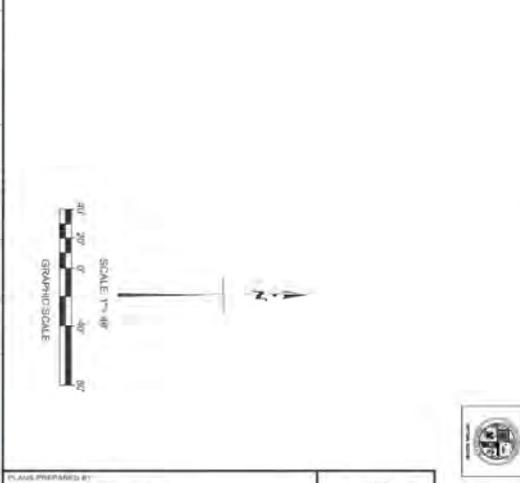
LINE SHEET E-4

**CONSTRUCTION NOTES**

1. INSTALL 4" PVC SCHEDULE 40S, 6' MINIMUM 4" BELOW GRADE.
2. REMOVE EXISTING LUMINAIRE ASSEMBLY AND REPLACE WITH LUMINAIRE LED PER SCHEDULE 40S. CONTRACTOR SHALL FURNISH AND INSTALL APPROPRIATE FITTING AS REQUIRED.
3. REMOVE EXISTING DEGRADED ELECTROLEAD AND ELECTROLEAD PER SCHEDULE 40S. CONSTRUCT NEW FOUNDATION.
4. FURNISH AND INSTALL NEW ELECTROLEADS PER SCHEDULE 40S. CONTRACTOR SHALL FURNISH AND INSTALL APPROPRIATE FITTING AS REQUIRED.
5. INSTALL COMPPOSITE TYPE 2 PULL BOX PER CITY OF LOS ANGELES PUBLIC WORKS STANDARD PLAN 2014-A, UNLESS OTHERWISE NOTED.
6. INSTALL 1/2" PVC SCHEDULE 40S WITH 2" AWG AND 10' GROUND WIRE PER WIRING DIAGRAM 'A' ON SHEET E-8.
7. INTERCEPT AND CONNECT EXISTING WITH NEW CONDUITS REMOVE EXISTING WIRES AND REPLACE FURNISH AND INSTALL FITTINGS AS REQUIRED.
8. CONNECT SERVICE WIRES TO THE NEW LUMINAIRE TO MAKE AN OPERABLE SYSTEM.
9. INSTALL 1/2" PVC SCHEDULE 40S WITH 2" AWG AND 10' GROUND WIRE PER WIRING DIAGRAM 'A' ON SHEET E-8.

**LEGEND**

- EXISTING SPORTS LIGHTING (IF # - NUMBER OF LIGHTS) TO BE PROTECT-IN-PLACE
- EXISTING OTHER LIGHTING TO BE PROTECT-IN-PLACE
- PROPOSED PVC SCH. 40 CONDUITS AND CONDUCTORS
- 4" PVC SLEEVE CONDUIT
- PROPOSED PULL BOXES
- CIRCUIT LOAD
- LUMINAIRE COUNT
- EXISTING LUMINAIRE
- EXISTING PULL BOX



PLANS PREPARED BY  
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09/24/2016 DATE

09/24/2016 DATE

**CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

**BUREAU OF ENGINEERING APPROVAL**

ENGINEER: ARIEF NAPTALI PE  
 DESIGNED BY: EDUARDO LOPEZ  
 DRAWN BY: EDUARDO LOPEZ  
 CHECKED BY: ARIEF NAPTALI PE  
 APPROVED BY: ARIEF NAPTALI PE

NO. REVISIONS: \_\_\_\_\_ DATE BY: \_\_\_\_\_

WORK ACCEPTED: \_\_\_\_\_

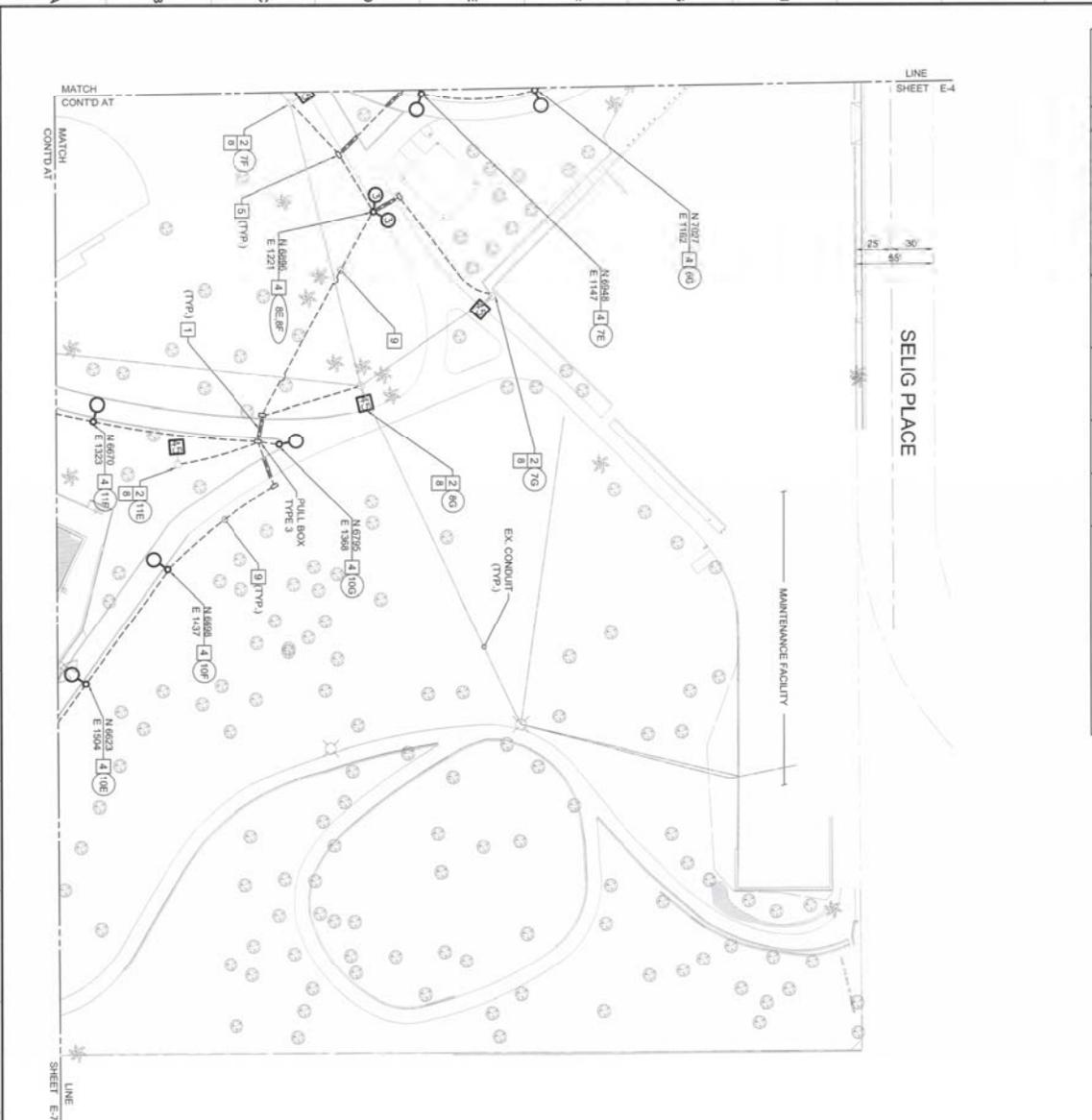
INDEX NO: **RP 300092**

R. PEREZ: **BRXXXXXX**

**ENGINEERING**  
 CITY OF LOS ANGELES



SYMBOL	QTY	PART NO.	LED LAMPS	LED LAMPS QTY	MH	POLE LENGTH	DESCRIPTION
①	6	CAI-117-24L-35-40R- L-140V-PT-862-PS-211	109W	6	21'	18'	CALIFORNIA LED TYPE 2 DISTRIBUTION SEE DETAIL 7A ON SHEET E-4
②	1	CAI-117-24L-35-40R- L-140V-PT-862-PS-211	210W	2	21'	18'	CALIFORNIA LED TYPE 3 DISTRIBUTION SEE DETAIL 7A ON SHEET E-4
③	4	VEI-117-24L-35-40R- L-140V-PT-862-PS-211	109W	4	EX	EX	NEW LUMINAIRE ON EXISTING PAVK LIGHT (2.45' HEIGHT)



- ### CONSTRUCTION NOTES
- INSTALL # 1 PVC SCHEDULE 40 SEEAL MINIMUM 2" BELOW GRADE
  - REMOVE EXISTING LUMINAIRE ASSEMBLY AND REPLACE WITH NEWER LUMINAIRE ASSEMBLY. CONDUCTORS SHALL REMAIN AND INSTALL APPROPRIATE FITTING AS REQUIRED.
  - FURNISH AND INSTALL NEW ELECTRICALS PER SCHEDULE HEREON. CONDUCT FOUNDATION COMPLETE.
  - INSTALL COMPOSITE TYPE 2 PULL BOX PER CITY OF LOS ANGELES PUBLIC WORKS STANDARD PLAN L20110. UNLESS OTHERWISE NOTED.
  - INTERCEPT AND CONNECT EXISTING WITH NEW CONDUITS. INTERCEPT AND CONNECT EXISTING WITH NEW CONDUITS. INSTALL FITTING AS REQUIRED.
  - INSTALL # 2 PVC SCHEDULE 40 WITH 40' AMG AND 10' GROUND WIRE PER WIRING DIAGRAM 870-01 ON SHEET E-1.

- ### LEGEND
- EXISTING SUPPORT LIGHTING (# = NUMBER OF LAMPS) TO BE PROTECTED (NOT TO BE REMOVED)
  - EXISTING OTHER LIGHTING (TO BE PROTECTED/IN PLACE)
  - PROPOSED PVC SCHEDULE 40 CONDUITS AND CONDUCTORS
  - 4" PVC SLEEVE CONDUIT
  - PROPOSED PULL BOXES
  - FOR CIRCUIT "B" THROUGH "G" PHASE LOAD COUNT
  - PHASE CIRCUIT
  - N XXXX = N 1027  
E XXXX = E 1127



PLANS PREPARED BY:  
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 DATE: 06/24/2016  
 BRIF NAFTALI PE 21570

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING

ENGINEER: ARIEF NAFTALI PE  
 DESIGNED BY: EDUARDO LOPEZ  
 DRAWN BY: EDUARDO LOPEZ  
 CHECKED BY: ARIEF NAFTALI PE  
 APPROVED BY: ARIEF NAFTALI PE

BUREAU OF ENGINEERING APPROVAL  
 OFFICE: [ ] ARIEF NAFTALI PE  
 CHECKED BY: [ ] EDUARDO LOPEZ  
 SIGNATURE: [ ] DATE: [ ]

WORK ACCEPTED: [ ] SERIAL NO.: [ ]  
 INDEX NO.: RP 300092  
 BRXXXXXX

PROJECT: LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS  
 ADDRESS: 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031

SHEET TITLE: ELECTRICAL PLAN  
 SHEET NO.: E-5  
 TOTAL SHEETS: 7 OF 14

DATE: 06/24/2016  
 BRIF NAFTALI PE 21570

### PROPOSED LUMINAIRE AND/OR POLE SCHEDULE (THIS SHEET ONLY)

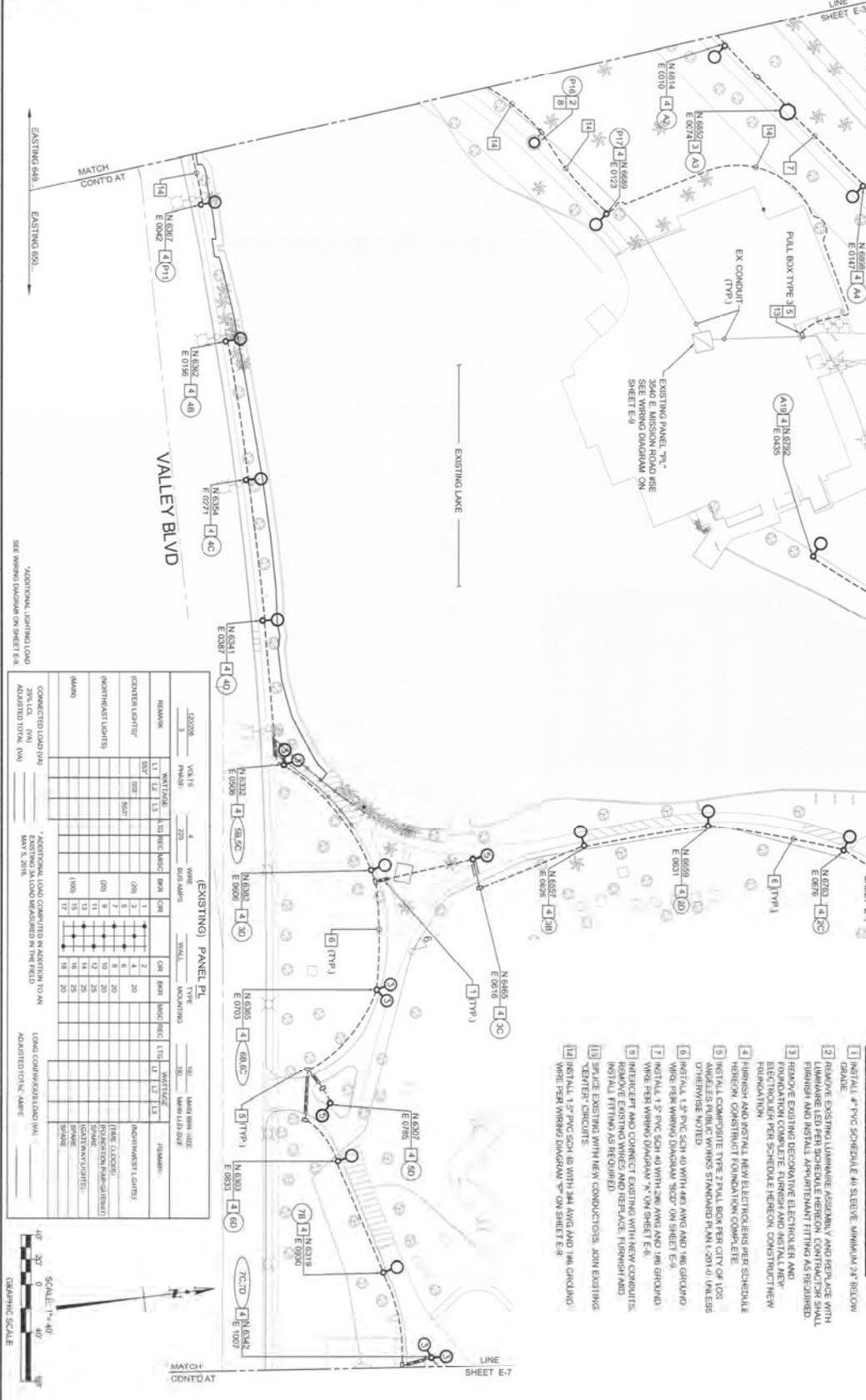
SYMBOL	QTY	PART NO.	LEDLUMPS	LED LUMPS QTY	MIN GROUND	POLE LENGTH	DESCRIPTION
⊙	14	CA-1734AL-5349C-LUM-PT-BRZ-FSP-211	199W	14	21'	18'	CALIFORNIA LED TYPE 2 DISTRIBUTION SEE DETAIL 'X' ON SHEET E-4.
⊙	2	CA-1734AL-5349C-LUM-PT-BRZ-FSP-211	199W	2	21'	18'	CALIFORNIA LED TYPE 5 DISTRIBUTION SEE DETAIL 'X' ON SHEET E-4.
⊙	3	CA-1734AL-5349C-LUM-PT-BRZ-FSP-211	318W	6	21'	18'	CALIFORNIA LED TYPE 3 DISTRIBUTION SEE DETAIL 'X' ON SHEET E-4.
⊙	1	5N-1753AL-7-596-LUM-PT-BRZ-FSP-211	100W	1	15'	15'	NEW SAVANNAH LED TYPE 5 DISTRIBUTION SEE DETAIL 'X' ON SHEET E-4.
⊙	1	5N-1753AL-7-596-LUM-PT-BRZ-FSP-211	100W	1	15'	15'	NEW SAVANNAH LED TYPE 5 LUMINAIRE ON EXISTING POLE.

### LEGEND

- ⊙ EXISTING FLOOD LIGHTS (TO BE PROTECT-IN-PLACE)
- ⊙ EXISTING SPORTS LIGHTING (TO BE PROTECT-IN-PLACE)
- ⊙ EXISTING OTHER LIGHTING (# = NUMBER OF LIGHTS) (TO BE PROTECT-IN-PLACE)
- ⊙ 4" PVC SLEEVE CONDUIT
- PROPOSED PVC SCH 40 CONDUITS AND CONDUCTORS

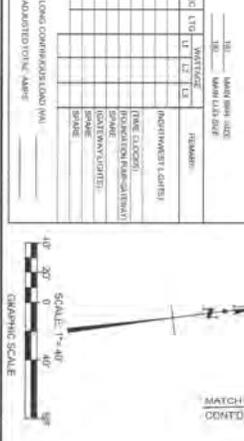
### CONSTRUCTION NOTES

- INSTALL 4" PVC SCHEDULE 40 SLEEVE MINIMUM 2" BELOW GRADE.
- REMOVE EXISTING LUMINAIRE ASSEMBLY AND REPLACE WITH LUMINAIRE LED PER SCHEDULE HEREON. CONDUCTOR SHALL REMAIN AND INSTALL APPROPRIATE FITTING AS REQUIRED.
- REMOVE EXISTING BECUMATIVE ELECTRICIAN AND ELECTRICIAN PER SCHEDULE HEREON. CONSTRUCT NEW FOUNDATION.
- HURRYSH AND INSTALL NEW ELECTROLES PER SCHEDULE HEREON. CONSTRUCT FOUNDATION COMPLETE.
- INSTALL COMPOSITE TYPE 2 PULL BOX PER CITY OF LOS ANGELES PUBLIC WORKS STANDARD PLAN (2014) UNLESS OTHERWISE NOTED.
- INSTALL 1 1/2" PVC SCH 40 WITH 48" AWG AND 1/8" GROUND WIRE PER WIRING DIAGRAM 'B' ON SHEET E-4.
- INSTALL 1 1/2" PVC SCH 40 WITH 24" AWG AND 1/8" GROUND WIRE PER WIRING DIAGRAM 'X' ON SHEET E-4.
- INTERCEPT AND CONNECT EXISTING WITH NEW CONDUITS. METAL FITTING AS REQUIRED.
- SPACE EXISTING WITH NEW CONDUCTORS. JOIN EXISTING CENTER CHECKS.
- INSTALL 1 1/2" PVC SCH 40 WITH 24" AWG AND 1/8" GROUND WIRE PER WIRING DIAGRAM 'X' ON SHEET E-4.



### LOADING PANEL PL

LOADS	VOL 18		WIRE		WALL		MOUNTING		MATERIAL	
	3	PHASE	225	BUS AMPS	CM	BR	INS	INS	1 1/2	1 1/2
CONNECTED LOAD (VA)	11	12	13	14	15	16	17	18	19	20
ADJUSTED TOTAL (VA)	20	21	22	23	24	25	26	27	28	29



PLANS PREPARED BY:  
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ARIEF NAFTALI, P.E. E170149F  
DATE: 08/24/2016

**CITY OF LOS ANGELES**  
DEPARTMENT OF PUBLIC WORKS

**BUREAU OF ENGINEERING**

ENGINEER: ARIEF NAFTALI, PE  
DESIGNED BY: EDUARDO LOPEZ  
DRAWN BY: EDUARDO LOPEZ  
CHECKED BY: ARIEF NAFTALI, PE  
APPROVED BY: ARIEF NAFTALI, PE

PROJECT: LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS  
ADDRESS: 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031

INDEX NO. RP 300092

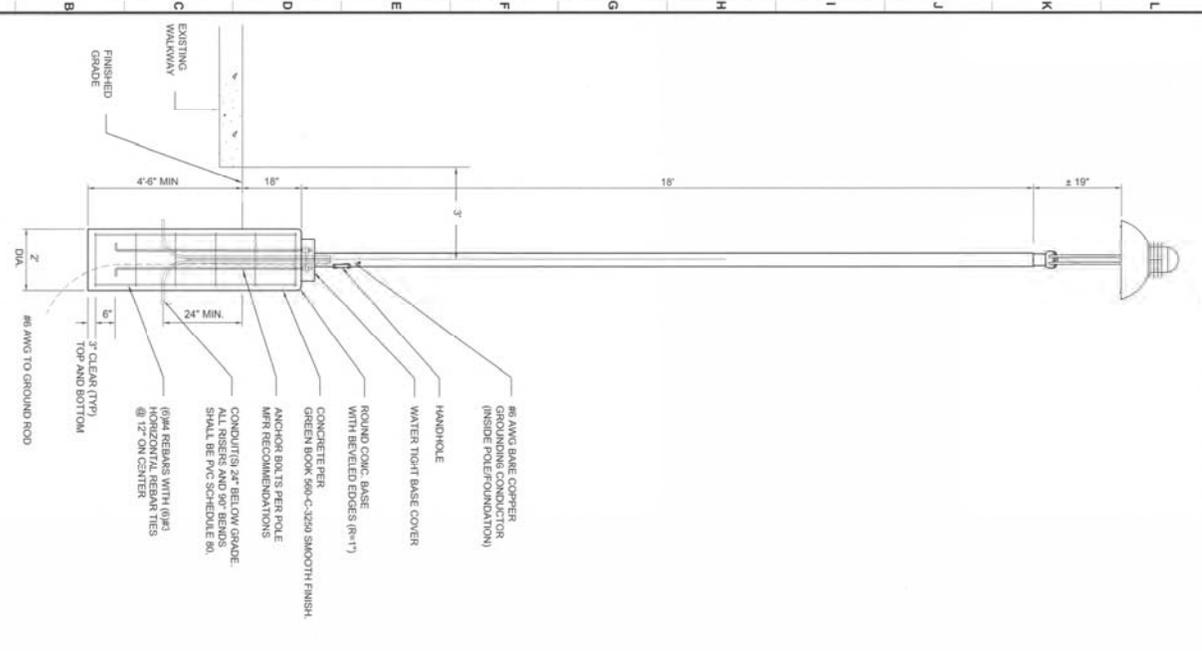
ENGINEERING CITY OF LOS ANGELES



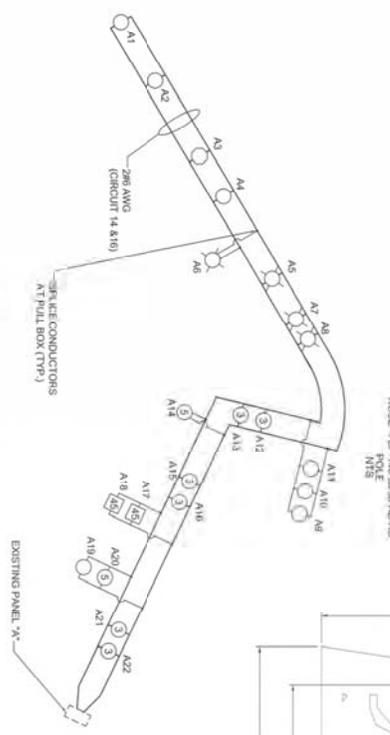
REVISION DATES  
(DESIGN STAGE ONLY)

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

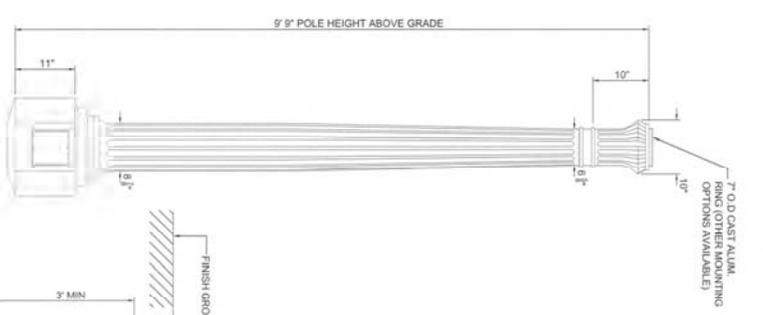
**DETAIL "A"**  
N.T.S.



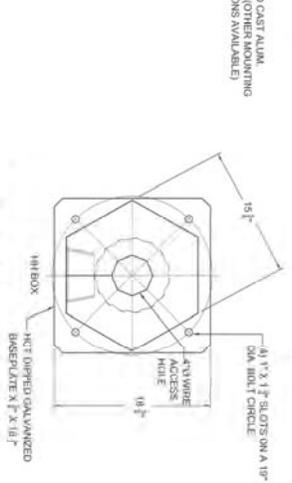
**WIRING DIAGRAM "A"**  
N.T.S.



**DETAIL "B"**  
N.T.S.



**FLUSH BASEPLATE DETAIL**  
N.T.S.



FINISH GROUND SURFACE  
 5" MIN  
 3" x 3" SO. MIN  
 3" x 3" SO. MIN  
 GROUT CAP  
 ANCHOR BOLT (3/8" DIA. MIN. YIELD) (3/8" DIA. MIN. YIELD) (3/8" DIA. MIN. YIELD) (3/8" DIA. MIN. YIELD)  
 BACK ALL CONDUIT ENDS WITH CONDUIT PIECE WITH TAPPING CARE

PLANS PREPARED BY:  
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ARIEFF NAFATALI, P.E. 21570  
 DATE 08/24/2016

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING

VERTICAL CONTROL: B.M. # 11-0182 NAVD83 AND 11-2346: NGVD83 HORIZONTAL CONTROL: U.S.G.S. DATUM EFFECTIVE JULY 1, 1983	<b>PROJECT TITLE</b> ELECTRICAL DETAILS
<b>PROJECT:</b> LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031	<b>ENGINEER:</b> ARIEFF NAFATALI, PE <b>DESIGNED BY:</b> EDUARDO LOPEZ <b>DRAWN BY:</b> EDUARDO LOPEZ <b>CHECKED BY:</b> ARIEFF NAFATALI, PE <b>APPROVED BY:</b> ARIEFF NAFATALI, PE

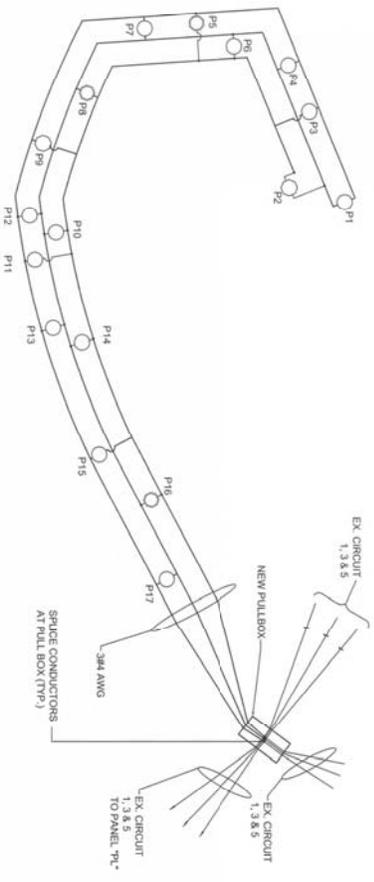
<b>DESIGN GROUP</b> PSOMAS	<b>BUREAU OF ENGINEERING</b> APPLICANT DATE: 08/24/2016 CHECKED BY: ARIEFF NAFATALI, PE SIGNATURE: _____ DATE: _____
-------------------------------	--

<b>NO. REVISIONS</b> _____ WORK ACCEPTED: _____ INDEX NO. <b>RP 300092</b>	<b>DATE BY:</b> _____ <b>BY PERMITS</b> <b>BRXXXXXX</b> CITY OF LOS ANGELES
---	---

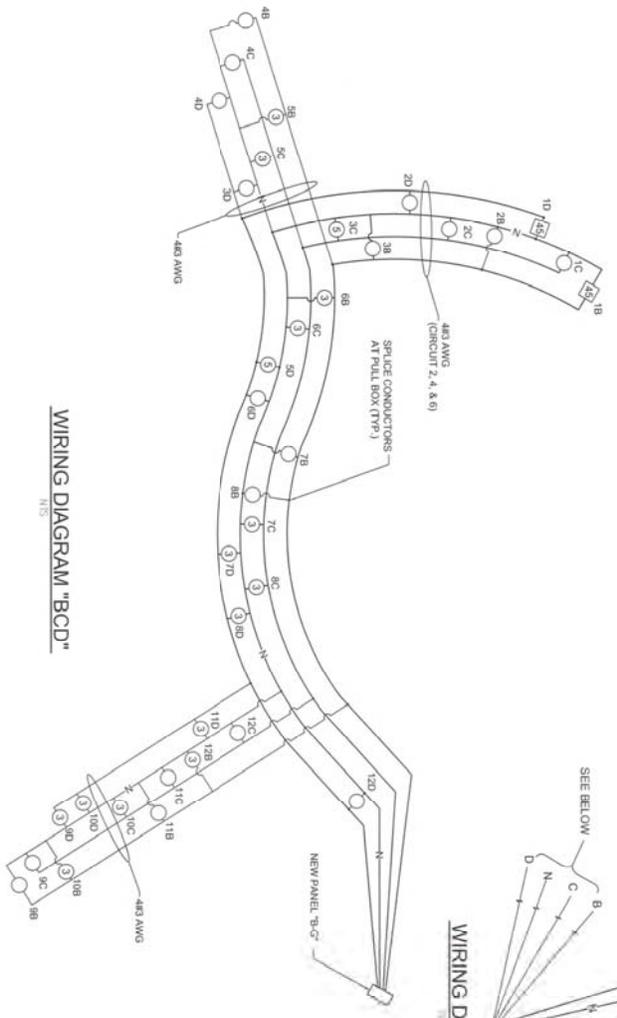
SHEET NO. **E-8**  
 OF 14

- LEGEND**
- CALIFORNIA TYPE 2 LED
  - CALIFORNIA TYPE 3 LED
  - CALIFORNIA TYPE 5 LED
  - NEW SAVANNAH TYPE 5 LED
  - NEW SAVANNAH TYPE 5 LED ON EXISTING POLE
  - NEW LUMINAIRE ON EXISTING 45' POLE
  - NEW LUMINAIRE ON EXISTING 25' POLE

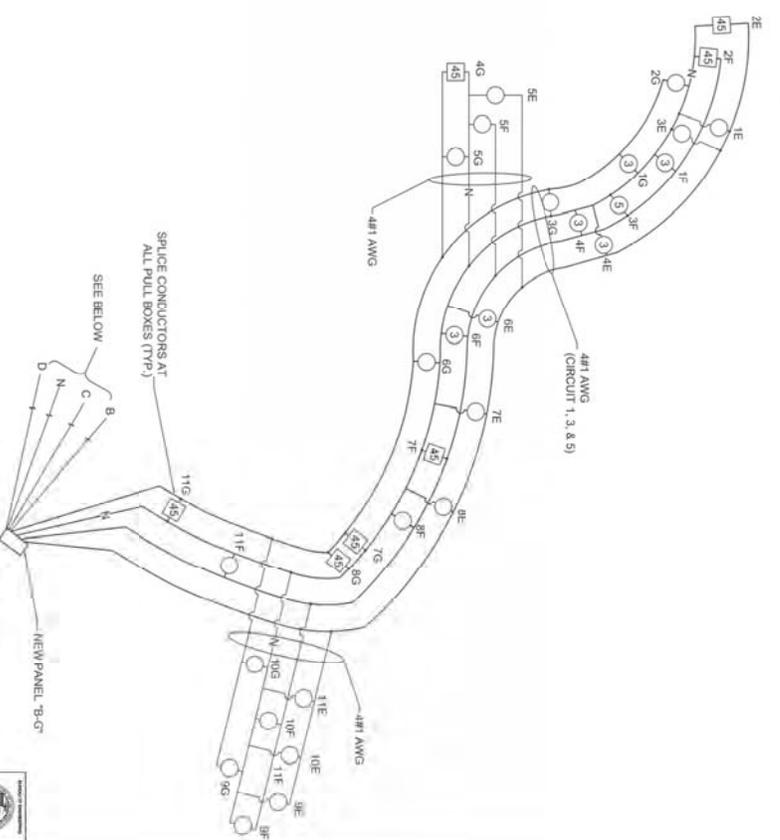
**WIRING DIAGRAM "P"**  
N13



**WIRING DIAGRAM "BCD"**  
N13



**WIRING DIAGRAM "EFG"**  
N13



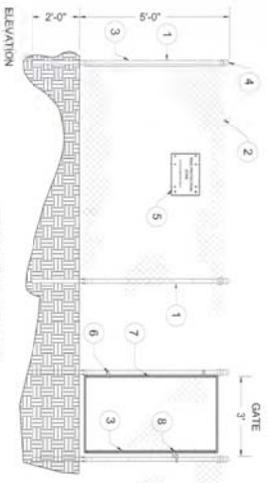
PLANS PREPARED BY:  
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Los Angeles, CA 90071  
(213) 223-1499 Fax (213) 223-1444



SHEET TITLE: ELECTRICAL DETAILS PROJECT: LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS ADDRESS: 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031	DESIGNED BY: EDUARDO LOPEZ DRAWN BY: EDUARDO LOPEZ CHECKED BY: ARIEF NAPTALI, PE APPROVED BY: ARIEF NAPTALI, PE	BUREAU OF ENGINEERING APPROVAL OFFICE: 451 SOUTH MAIN STREET, LOS ANGELES, CA 90013 SIGNATURE: _____ DATE: _____ WORK ACCEPTED: _____	NO. REVISIONS: _____ DATE: BY: _____ 1. _____
			INDEX NO. <b>RP 300092</b> B. PERMITS: <b>BRXXXXXX</b>

PLANS PREPARED BY:  
**E-9**  
E170149F  
DATE: 05/24/2018





FENCING MATERIALS

1. POSTS: O.D. LINE POSTS 2.38 IN. O.D. POST DRIVEN 2' BELOW RELATIVE GRADE.
2. FABRIC: 9 GAUGE 2 IN. MESH, RANUCLE TOP AND BOTTOM PLACE ON OUTER SIDE OF POSTS.
3. THE WIRES: 11 GAUGE AT 12" O.C.
4. POST TOPS: MALLEABLE IRON OR PRESSED STEEL.
5. 24"x18" SIGN ATTACH WITH THE WIRES. SIGN TO BE PROVIDED BY PAIP.
6. HINGES: INDUSTRIAL BUILDING HINGE (180 SWING) 2 HINGES PER GATE, ONE TOP AND ONE BOTTOM.
7. GATE FRAME SIDES: 2.38" DIA.
8. LOCKABLE CAST ALUMINUM FORK LATCH.
9. POST TOPS: MALLEABLE IRON OR PRESSED STEEL.

- NOTES:
1. CHAIN LINK FENCE MATERIALS SHALL CONFORM TO THE CHAIN LINK FENCE CONSTRUCTION SECTION OF THE NOTICE TO CONTRACTORS.
  2. THE BOTTOM OF THE FABRIC SHALL BE POSITIONED ONE INCH ABOVE FINISH GRADE.
  3. PROVIDE FOR ONE 7" WIDE GATE PER ENCLOSURE.
  4. ALL FENCING TO HAVE A STANDARD GALVANIZED FINISH.

5' HIGH TREE PROTECTION FENCE

SCALE: NTS

**YOUR REPRESENTATIVE**  
ERIC GARIBAY, Mayor  
Eric Garibay, Mayor  
Gabeir Cedeno, Council Member  
City of Los Angeles  
Department of Recreation and Parks  
Recreation and Park Board of Commissioners  
SRI VIVA PATISTASOLAS  
MICHAEL A. SHULL, General Manager  
Board of Public Works  
NEVIL JAMES, President  
GARY LEE MOORE, City Engineer  
JOHN L. REMER, JR., Director of Public Works

**DEPARTMENT OF RECREATION AND PARKS**  
ERIC GARIBAY, Mayor  
Gabeir Cedeno, Council Member  
City of Los Angeles  
Department of Recreation and Parks  
Recreation and Park Board of Commissioners  
SRI VIVA PATISTASOLAS  
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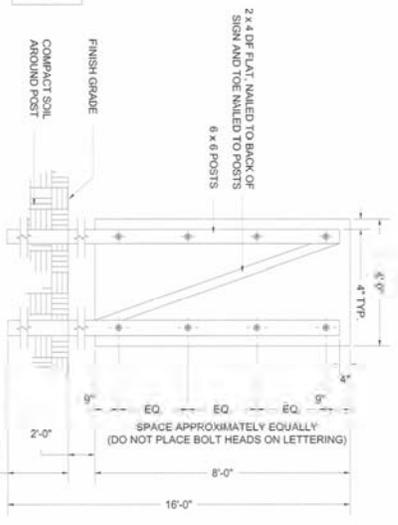
SIGN TEXT LAYOUT

SCALE: NTS

- 1-1/2" DEPARTMENT LOGO (SEE DETAIL AT RIGHT)
- 2-1/2" ORGANIC ULTRAZED TEMPLATE FROM PROJECT MANAGER
- 3-1/4" CITY SEAL, PROVIDED BY DEPARTMENT (SEAL IS 3 IN Ø) OBTAIN DETAIL FROM PROJECT MANAGER
- 1-5/8" 1.2" EDGE TRIM ALL AROUND, SECURE WITH FINISHING NAILS AT 18" ON CENTER UNLESS FLEXIGLAS OPTION IS CHECKED
- 1-1/2" WEBS OF START OF CONSTRUCTION SHALL BE SUBMITTED TO PROJECT MANAGER PRIOR TO FABRICATION.
- 1-7/8" WEBS OF START OF CONSTRUCTION SHALL BE SUBMITTED TO PROJECT MANAGER PRIOR TO FABRICATION.
- 1-5/8" WEBS OF START OF CONSTRUCTION SHALL BE SUBMITTED TO PROJECT MANAGER PRIOR TO FABRICATION.
- 1-1/2" THICK LINE, TYPICAL
- 1/4" THICK LINE, TYPICAL
- 45° MITER ALL CORNERS, TYP.

SIGN CONSTRUCTION VIEWED FROM REAR

SCALE: NTS



DETAIL OF DEPARTMENT LOGO

SCALE: NTS



- NOTES:
1. SIGN SHALL BE CONSTRUCTED OF 3/4" X 4" PLYWOOD. LETTERING SHALL BE PLACED ON 3" X 3" SIZE 1 1/2" TRIM ALL AROUND. FLAT EDGE TO FACE. SECURE WITH WOOD GLUE AND 1 1/2" LONG WIRE BRADS.
  2. TRIM, POSTS, AND DIAGONAL BRACING-SNOWCAP (WHITE) OR 3/4" ALL LETTERING (EXCLUDING CITY SEAL) AND TREE SILHOUETTE DESIGN SHALL BE EMERALD GREEN.
  3. SECURE SIGN TO 6 X 6 POSTS WITH 1/2" DIAMETER CARBIDE BOLTS OF SUFFICIENT LENGTH TO SECURE SIGN TO POSTS. FOUR BOLTS PER POST. PROVIDE GALVANIZED WASHERS UNDER NUTS. DO NOT PLACE BOLTS THROUGH LETTERING.
  4. ALL LETTERING SHALL BE 1/2" HIGH. LETTERING SHALL BE SUBJECT TO RECEPTION AND PARKS CENTRAL SERVICE. VERO. 3000 UNIFY CHASE BLDG. LOS ANGELES.
  5. IF BOX TO LEFT IS CHECKED, ENTIRE FACE OF SIGN SHALL BE COVERED WITH 1/4" X 3/8" SHEET OF CLEAR FLEXIGLAS. SECURE TOP FACE OF SIGN WITH 1" X 2" EDGE TRIM. SECURE EDGE TRIM WITH NUMBER 12 X 1-1/4" STAINLESS STEEL FLAT HEAD WOOD SCREWS. SPACE AT 18" ON CENTER. AROUND PERIMETER OF SIGN.
  6. SEE LANDSCAPE CONSTRUCTION NOTES FOR ADDITIONAL INFORMATION AND REQUIREMENTS. SIGN SHALL BE INSTALLED WITHIN TWO WEBS OF THE START OF CONSTRUCTION.

PARK CONSTRUCTION SIGN

SCALE: NTS

CONSTRUCTION NOTES:

1. CONSTRUCT
2. EXISTING
3. REMOVE & DISPOSE
4. REMOVE & RECONSTRUCT
5. ASPHALT EQUIPMENT DAMAGE (M-1)
6. CRACKED/SPALLS/POTHOLES (M-1)

PLANS PREPARED BY:  
**PSOMAS**  
525 South Flower Street, Suite 4300  
Los Angeles, CA 90071  
(213) 223-1800 Fax (213) 223-1444

DATE: 08/24/2018  
DATE: 08/24/2018

**E-10**  
SHEET 12 OF 14

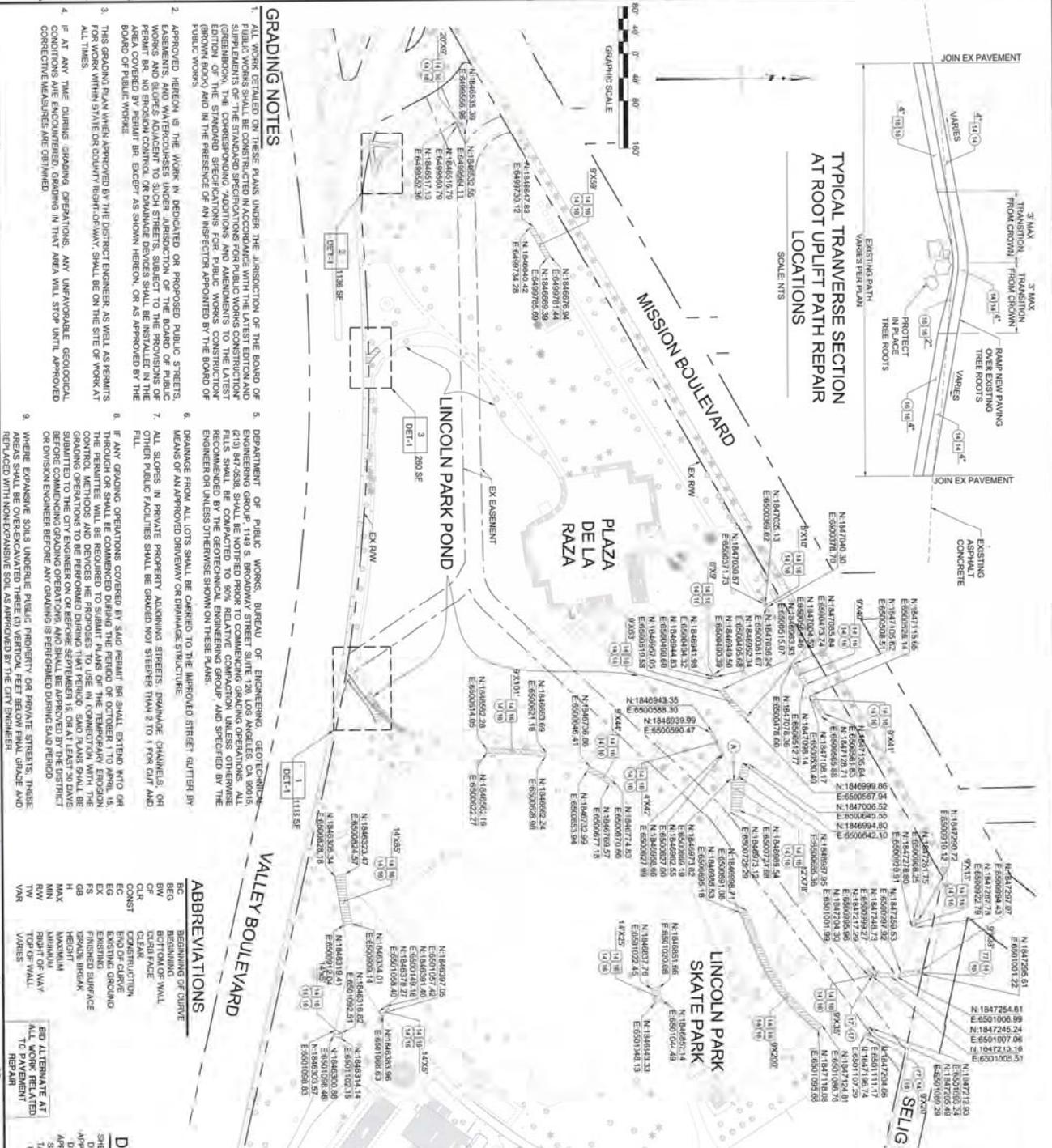
**DETAILS**  
PROJECT: LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS  
ADDRESS: 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031

**DESIGN GROUP**  
ENGINEER: AMEY NAFTALI PE  
DESIGNED BY: EDUARDO LOPEZ  
DRAWN BY: EDUARDO LOPEZ  
CHECKED BY: AMEY NAFTALI PE  
APPROVED BY: AMEY NAFTALI PE

**BUREAU OF ENGINEERING APPROVAL**  
OFFICE: 440 S. GILBERT STREET  
CHECKED BY: PHILIP WARD  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NO. REVISIONS: \_\_\_\_\_ DATE: 08/24/2018  
WORK ACCEPTED: \_\_\_\_\_ SERIAL NO.: \_\_\_\_\_  
INDEX NO.: RP 300092

**ENGINEERING**  
CITY OF LOS ANGELES  
B. PERMIT: BRXXXXXX



### GRADING NOTES

1. ALL WORK SPECIFIED ON THESE PLANS UNDER THE JURISDICTION OF THE BOARD OF PUBLIC WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND ORDINANCES, THE CORRESPONDING ADAPTIONS AND AMENDMENTS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OF PUBLIC WORKS AND IN THE PRESENCE OF ANY INCONSISTENCIES REFERENCED BY THE BOARD OF PUBLIC WORKS.
2. APPROVED HEREON IS THE WORK IN DEDICATED OR PROPOSED PUBLIC STREETS, ALLEYS, SIDEWALKS, AND DRIVEWAYS TO BE CONSTRUCTED IN ACCORDANCE WITH THE PERMITS FOR WORK ADVANCEMENT TO SUCH STREETS SUBJECT TO THE PROVISIONS OF THE PERMIT FOR WORK ADVANCEMENT OR COUNTY RIGHT-OF-WAY, SHALL BE ON THE SITE OF WORK AT ALL TIMES.
3. THIS GRADING PLAN WHEN APPROVED BY THE DISTRICT ENGINEER, AS WELL AS PERMITS FOR WORK ADVANCEMENT TO SUCH STREETS SUBJECT TO THE PROVISIONS OF THE PERMIT FOR WORK ADVANCEMENT OR COUNTY RIGHT-OF-WAY, SHALL BE ON THE SITE OF WORK AT ALL TIMES.
4. IF AT ANY TIME DURING GRADING OPERATIONS, ANY UNFAVORABLE GEOLOGICAL CONDITIONS ARE ENCOUNTERED, GRADING IN THAT AREA WILL STOP UNTIL APPROVED CORRECTIVE MEASURES ARE OBTAINED.
5. WHERE EXPANSIVE SOILS UNDERLIE PUBLIC PROPERTY OR PRIVATE STREETS, THESE AREAS SHALL BE OVER-EXCAVATED THREE (3) VERTICAL FEET BELOW FINAL GRADE AND REPLACED WITH NON-EXPANSIVE SOIL AS APPROVED BY THE CITY ENGINEER.

### ABBREVIATIONS

BC	BEGINNING OF CURVE
BW	BEGINNING
BG	BOTTOM OF WALL
CR	CURB FACE
CONST	CONSTRUCTION
EC	END OF CURVE
EG	EXISTING GROUND
FG	FINISHED SURFACE
GB	GRADE BREAK
H	HEIGHT
MAX	MAXIMUM
RW	RIGHT OF WAY
TW	TOP OF WALL
VAN	VARIABLE

### GENERAL NOTES

1. PROTECT IN PLACE ALL CURB AND GUTTER AND EXISTING IMPROVEMENTS UNLESS OTHERWISE SPECIFIED.
2. CONTRACTOR SHALL COMPARE WITH LAWA, BUREAU OF PUBLIC WORKS (213-465-3000) FOR TREE REMOVAL AND WORK AROUND EXISTING TREE ROOTS.
3. PROTECT IN PLACE ALL TREES AND EXISTING VEGETATION UNLESS OTHERWISE SPECIFIED.
4. PROTECT IN PLACE ALL TREES AND TREE ROOTS UNLESS NOTED OTHERWISE.
5. AT ALL DRIVEWAY REPAIRS LOCATIONS, RAMP NEW PAVING OVER THE EXISTING TREE ROOTS SEE DETAIL HEREON.

### CONSTRUCTION NOTES:

- CONSTRUCT
- EXISTING
- REMOVE & DISPOSE
- REMOVE & RECONSTRUCT

### SECTION TITLE

SECTION #

SCALE

TAKEN ON SHIT

### LINE / CURVE TABLE

LINE	DELTA (°)	RADIUS	LENGTH	TANGENT
A	118.5005	R.50	17.65	14.43

### DETAIL CALLOUT AND TITLE

SHEET NUMBER WHERE

DETAIL OR SECTION

APPEARS ON WHEN THE

DETAIL OR SECTION

APPEARS ON THE DRAWING

SHEET NUMBER WHERE

DETAIL OR SECTION

APPEARS ON WHEN THE

DETAIL OR SECTION

APPEARS ON THE DRAWING

### LINE LEGEND

- RIGHT OF WAY
- EXISTING 10% IMPROVEMENTS
- EASEMENT
- PROPOSED IMPROVEMENTS

PSOMAS

555 South Flower Street, Suite 4300  
Los Angeles, CA 90071  
(213) 223-1400 Fax (213) 223-1444

ANISSA VOYIATZES P.E. 57710

08/24/2016 DATE

DESIGN GROUP

DESIGNED BY: ANISSA VOYIATZES PE

DRAWN BY: WENDY HELLBERG

CHECKED BY: LURETTE BRICE PE

APPROVED BY: ANISSA VOYIATZES PE

BUREAU OF ENGINEERING APPROVAL

NO REVISIONS

WORK ACCEPTED

INDEX NO. RP 300092

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

VERTICAL CONTROL: BM 471-GARLAND BLVD AND 11-GARLAND BLVD

HORIZONTAL CONTROL: 1:8.33 DATUM EFFECTIVE JULY 1, 1985

SHEET TITLE: ADDITIVE ALTERNATE - PAVEMENT REPAIR PLAN

PROJECT: LINCOLN PARK PATHWAY LIGHTING IMPROVEMENTS

ADDRESS: 3501 VALLEY BOULEVARD, LOS ANGELES, CA 90031

ENGINEERING

CITY OF LOS ANGELES

BR XXXXXX

DATE BY: \_\_\_\_\_

SERIAL NO: \_\_\_\_\_

BR XXXXXX





**GENERAL CONDITIONS  
AND  
GENERAL REQUIREMENTS**

**FOR**

**CONSTRUCTION**

**OF**

**LINCOLN PARK PATHWAY LIGHTING  
IMPROVEMENTS PROJECT**

3501 VALLEY BLVD.  
LOS ANGELES, CA 90031



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## **GENERAL**

### **1. DEFINITIONS**

The following terms as used in the Contract shall be defined and interpreted as follows:

#### **ADDENDA**

Written documents issued during the bidding period which modify, supersede, or supplement the original Contract Documents.

#### **AGREEMENT**

See "CONTRACT."

#### **AS SHOWN, AS INDICATED, AND AS SPECIFIED**

These words are understood to be followed by the words "in the Contract Documents."

#### **BENEFICIAL USE**

Use of a building, system, structure, or facility by the CITY.

#### **BID**

The offer of the Bidder submitted on the prescribed forms setting forth the price(s) for the Work.

#### **BIDDING PERIOD**

The time period allocated to the Bidder to enable preparation of a Bid or Proposal.

#### **BIDDER**

The person or persons, partnership, firm or corporation submitting a Bid or proposal for the Work defined in the Contract Documents.

#### **BID GUARANTY**

The cash, certified check or Bidders Surety Bond accompanying the Bid as a guaranty that the Bidder will enter into a contract with the RECREATION AND PARK COMMISSION for the performance of the Work.

#### **BOARD OF RECREATION AND PARK COMMISSIONERS**

The Board of Recreation and Park Commissioners, of the City of Los Angeles.

#### **BOND**

Bid bond, performance and payment bond or other instrument of security.

#### **CHANGE ORDER**

A written order to the CONTRACTOR signed by the GENERAL MANAGER directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or time which is issued after the effective date of the Contract and effects less modification than is effected by a Supplemental Agreement. A Change Order may or may not also be signed by the CONTRACTOR.

#### **CITY**

The CITY of Los Angeles, a municipal corporation.

#### **CLAIM**

A written demand or assertion by one of the parties seeking, as a matter of right, an interpretation of the Contract Documents, payment of money, extension of time or other relief. The party asserting the claim must set forth the facts and circumstances for which the other party is responsible.

#### **CODE**

Codes of the State of California as well as any other Federal or local law, statute, ordinance, rule or regulation.

**CONTRACT**

A binding agreement between the CITY and the CONTRACTOR for the Work described in the Contract Documents.

**CONTRACT COMPLETION DATE**

The date the CITY accepts the entire Work as being in compliance with the Contract Documents, and authorizes the final payment in accordance with the requirements set forth in Article 25, FINAL PAYMENT of the General Requirements.

**CONTRACT DOCUMENTS**

The following documents constitute a part of and comprise the Contract Documents: Agreement, Notice Inviting Bids or Proposals, Instruction to Bidders, Contractor's Bid or Proposal, Special and Supplementary Conditions, General Requirements, Geotechnical Baseline Report (if provided for in the General Requirements), Federal and State Requirements, Standard and Reference Specifications, Standard Plans, Plans and Specifications, Soil Reports and Subsurface Investigation Reports, Summary of First Notice Replies, Addenda and Notice to Bidders issued prior to the opening of bids, Plan Clarifications, Request for Information, Supplemental Agreements and Change Orders issued after Contract award.

**CONTRACTOR DEFAULT**

See TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) Article of these General Conditions.

**CONTRACT PRICE**

The total amount of money for which the Contract is awarded.

**CONTRACT UNIT PRICE**

The amount stated in the Bid for a single unit of an item of Work.

**CONTRACTOR**

The person or persons, partnership, firm or corporation who enters into the Contract as stipulated in the Agreement awarded by the CITY. Prime Contractor and Contractor shall mean the same.

**CONTRACTOR'S REPRESENTATIVE**

The representative of the CONTRACTOR at the site who shall supervise and direct the construction and who is authorized to receive and fulfill instructions from the PROJECT MANAGER or INSPECTOR.

**DAYS**

Unless otherwise specifically stated, the term "days" will be understood to mean consecutive calendar days.

**EASEMENT**

Permission to access or utilize property not owned by the CITY.

**EQUAL**

See "OR EQUAL".

**GENERAL CONDITIONS**

Instructions to the CONTRACTOR setting forth its responsibilities and the CITY'S responsibilities for proper execution of the Work indicated herein.

**GENERAL MANAGER**

GENERAL MANAGER of the Department of Recreation and Parks, or an authorized representative.

## **GENERAL REQUIREMENTS**

Instructions to the CONTRACTOR setting forth its responsibilities and the CITY'S responsibilities for proper execution of the administration and technical aspects of the project indicated herein.

## **GEOTECHNICAL DESIGN SUMMARY REPORT /GEOTECHNICAL BASELINE REPORT (GBR)**

The report that sets forth the geotechnical interpretations regarding anticipated conditions for the design and construction of the project. This report establishes a geotechnical baseline that provides the basis for identification of changed site/ground conditions.

## **GEOTECHNICAL SITE ASSESSMENT**

SEE GEOTECHNICAL DESIGN SUMMARY REPORT.

## **HOLIDAY**

Those holidays and dates observed by the CITY. A list of such holiday dates is available from the RECREATION AND PARK COMMISSION Office.

## **IMMEDIATELY NOTIFY**

The obligation to cause verbal notification of some condition or event as soon as possible upon discovery or knowledge of the condition or event and in all instances, no more than two (2) hours.

## **INSPECTOR**

The Inspector of Public Works, the Director of the Bureau of Contract Administration, or an authorized representative(s) located at the Public Works Building, 1149 S. Broadway, 3rd Floor, Los Angeles, CA, 90015.

## **JOBSITE**

The area upon or in which the CONTRACTOR'S operations are carried on and such other areas adjacent thereto as may be designated as such by the Contract Documents.

## **LAW**

Any Federal, State or local law, statute, ordinance, rule, regulation or code.

## **LIQUIDATED DAMAGES**

The amount the CONTRACTOR shall pay to the CITY, as determined by rates and amounts as fixed and agreed in the Contract Documents, due to the CONTRACTOR'S failure to complete the Work or submit the schedule within the time specified, or for non-compliance with other specified requirements.

## **MODIFICATIONS**

Includes Change Orders and Supplemental Agreements. A modification may only be issued after the effective date of the Contract.

## **NON-CONFORMING WORK**

Non-conforming Work is Work which does not conform in all respects to all requirements in the Contract Documents, including damaged Work and damaged materials, without respect to the causes or nature of such lack of conformity.

## **NOTICE OF AWARD**

The written notice by the CITY to the successful Bidder stating that upon compliance by the successful Bidder of required conditions, the City will execute the Contract.

## **NOTICE TO BIDDERS**

A notice included in the bidding documents that informs prospective bidders of the bidding procedures and the opportunity to submit a bid.

**NOTICE TO CONTRACTOR**

The written notice by the CITY to the CONTRACTOR which officially advises on direction and provides information pertinent to the Contract.

**NOTICE TO PROCEED**

The written notice by the CITY to the successful Bidder stating that the Work or portions of the Work may commence.

**NOTICE TO WITHHOLD**

The written notice by the CITY to the CONTRACTOR advising that certain payments shall be withheld due to unacceptable execution of the Work by the CONTRACTOR.

**OR EQUAL**

The product, equipment, or material which is proposed by the CONTRACTOR for use in the Work which in the sole judgment of the PROJECT MANAGER is equal to, better than and as suitable as the product or material specified in the Contract Documents as to function, performance, reliability, quality, and general configuration.

**PARTIAL ACCEPTANCE**

Any portion of the Work which has been completed in accordance with the plans and specifications and has been accepted in writing by the PROJECT MANAGER and the INSPECTOR on the "Statement of Partial Completion" form.

**PLANS OR DRAWINGS**

The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, issued or approved by the PROJECT MANAGER, which show the location, character, dimensions or details of the Work.

**PROJECT**

The Work and/or construction operations executed through the performance of this Contract.

**PROJECT MANAGER**

The authorized representative of the GENERAL MANAGER.

**PROTEST**

See definition of Claim.

**REFERENCE SPECIFICATIONS**

Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, PROJECT MANAGER societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project, adopted by the RECREATION AND PARK COMMISSION, if applicable, unless specifically referred to by edition, volume, or date.

**RIGHTS OF ENTRY**

Written permission from an owner of a facility or property to access the facility or property for a specific purpose.

**RIGHT OF WAY**

Rights of way, easements, or rights of entry for the Work will be provided by the CITY. The CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required in addition to those provided by the CITY. The CONTRACTOR shall indemnify and hold the CITY harmless from all claims for damages caused by such actions.

### **SPECIAL PROVISIONS**

Any provision which supplements or modifies the Specifications.

### **SPECIFICATIONS**

The Contract Documents and revisions to it which were prepared to specifically describe the commercial, legal, technical and nontechnical requirements of the project. Specifications include but are not limited to Terms, Provisions, General Conditions, General Requirements, Special Provisions, Technical Specifications, Equipment Schedules, and all revisions made to the specifications in Addenda, Notice To Bidders, and Change Orders or Modifications, signed by the GENERAL MANAGER.

### **STANDARD PLANS**

Details of standard structures, devices or instructions referred to on the plans or in the specifications by title or number issued by the CITY.

### **STANDARD SPECIFICATIONS**

Documents, Materials and items specified in Article 5 of these General Conditions.

### **STARTUP**

That stage of performance testing as defined in the specifications which use the actual process fluid, material, or medium for a specified number of days of continuous operation without major interruptions and prior to acceptance by the CITY.

### **SUBCONTRACTOR**

A "Subcontractor" is a contractor who is licensed pursuant to California Business and Professions Code, Section 7000 *et seq.* and who contracts directly with the prime CONTRACTOR. The Subcontractor performs some part of the Work of the Contract. A Subcontractor does not have any direct contract with the CITY related to the project.

### **SUB-SUBCONTRACTOR**

A "Sub-subcontractor" is a Subcontractor, within the definition of that term, who has a contract with a Subcontractor and has no Contract with the City related to the project.

### **SUPERVISOR**

The designated individual who is responsible for the proper execution or installation of some portion or portions of the Work. The SUPERVISOR reports directly or indirectly to the CONTRACTOR'S REPRESENTATIVE.

### **SUPPLEMENTAL AGREEMENT**

A written amendment of the Contract Documents which modifies the Contract in price or scope by a percentage which is more than can be accomplished by a Change Order and signed by the CITY and the CONTRACTOR.

### **SUPPLIER**

An individual, organization, or firm who is not required for the purposes of the Work to be licensed pursuant to California Business and Professions Code as a CONTRACTOR, Subcontractor, or Sub-subcontractor, within the meanings of those terms as defined herein above, who provides equipment and/or materials for the Work, to the CONTRACTOR, a Subcontractor, or a Sub-subcontractor, including that fabricated to a special design, but who does not perform labor at the site except for labor or labor supervision required by

some manufacturers as part of their equipment installation for warranty or other purposes. The term "supplier" also includes fabricator, manufacturer, or vendor.

**SURETY**

Any individual, firm or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

**TERMS**

Unless otherwise stated, the words "directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory," or words of like meaning, refer to actions, statements, judgments, conclusions, and decisions within the responsibility of the PROJECT MANAGER or the INSPECTOR.

**UNAVOIDABLE DELAY**

Delay arising from causes beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors at all tiers.

**UTILITY**

Tracks, overhead or underground wires, cables, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way, private easement, or jobsite.

**VOLUME I**

Are the items in the bid package entitled "CITY OF LOS ANGELES, CALIFORNIA, DEPARTMENT OF RECREATION AND PARKS INSTRUCTION TO BIDDERS, PROPOSAL, AFFIDAVIT AND BOND FOR..." inclusive.

**VOLUME II**

Are the items in the bid package entitled "CONTENTS GENERAL CONDITIONS", "CONTENTS GENERAL REQUIREMENTS", and any specifications and attachments inclusive.

**WORK**

Includes all material, labor, utility services, tools, expendable equipment, and all appliances, machinery, transportation, appurtenances and specified services necessary to perform and complete the Contract; and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in place."

**WORKSITE**

See "JOBSITE."

**WORKDAY**

Any day within the period between the start of the Contract time and the date provided in the Contract for completion or the date established in the Statement of Completion by the CITY acknowledging that all Work under the contract is complete, whichever occurs last, other than:

- Saturday,
- Sunday,
- any day designated as a holiday by the CITY, and,
- any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a Contractor's Association,

- any day the CONTRACTOR is prevented from working for cause as established by UNAVOIDABLE DELAY of these General Conditions; and,
- any day the Contractor is prevented from working during the first five (5) hours of the workday with at least sixty percent (60%) of the normal Work force from cause as established by an Unavoidable Delays of these General Conditions.

## CONTRACT DOCUMENTS

### 2. SCOPE

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, and for furnishing all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof, and including such detail sketches as may be furnished by the PROJECT MANAGER from time to time during the construction in explanation of said drawings. The items shall be complete and all Work, material, and services not expressly called for in the Specifications, or not shown on the drawings, which may be necessary for complete and proper construction to carry out the Contract in good faith shall be performed, furnished, and installed by the CONTRACTOR at no increase in cost to the CITY.
- B. The Work required by the Contract shall be completed within one hundred and twenty five (125) calendar days of the date specified by the General Manager in the notice to proceed with the work. The Contract completion time shall consist of one hundred and eighty (180) calendar days for construction, and sixty (60) calendar days for maintenance.

### 3. AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER, AND INSPECTOR

The GENERAL MANAGER, RECREATION AND PARKS has the final authority in all matters affecting the Work. The CONTRACTOR shall promptly comply with instructions from the PROJECT MANAGER or the INSPECTOR.

On all questions relating to quantities, the acceptability of material, equipment, or Work, the execution, progress or sequence of Work, and the meaning of specifications or drawings, the decision of the PROJECT MANAGER is final and binding, and shall be precedent to any payment under the Contract, unless otherwise ordered by the BOARD OF RECREATION AND PARKS.

The PROJECT MANAGER is authorized to require performance of the Work consistent with the meaning of the plans and specifications and to approve necessary additive changes in Plans up to a maximum as authorized by the Recreation and Park Commission. The PROJECT MANAGER may initiate changes in Plans or scope of Work, regardless of cost, for submission to the RECREATION AND PARK COMMISSION for its approval.

The INSPECTOR is authorized to enforce compliance with Plans and Specifications, to determine the acceptability of materials and workmanship, administer requirements with respect to subcontracts, and to prepare and process progress payment estimates. In the event of a dispute between the CONTRACTOR and the INSPECTOR, the latter is authorized to reject materials or suspend the Work until any questions at issue can be referred to and decided by the RECREATION AND PARK COMMISSION or, in design matters, by the PROJECT MANAGER.

The INSPECTOR may sample and test all materials to be incorporated into the Work. The INSPECTOR may delegate this authority to sample materials and perform tests to the Department of General Services, Standards Division, or other approved agencies, the CONTRACTOR will pay for testing.

### 4. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Documents is to include all Work consistent therewith and reasonably inferable there from as being necessary for completion of the Contract. Materials or Work described in words that indicate the proper execution and a well known technical or trade designation shall be held to refer to such recognized standards.

It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any contractual relationship of any kind between the PROJECT MANAGER or the INSPECTOR and the CONTRACTOR.

## **5. STANDARD SPECIFICATIONS**

The applicable portions of the Standard Specifications for Public Works Construction (SSPWC) shall become part of these Contract Documents, and unless otherwise specified, all Work and materials shall conform to the Standard Specifications as modified by the corresponding issue of Standard Plan No. S-610 as amended or revised and adopted by the RECREATION AND PARK COMMISSION in effect on the date of advertising for bids.

## **6. INTERPRETATION OF PLANS AND SPECIFICATIONS**

Every part of the Contract, as shown on the Plans and described in the Specifications, must be completed and finished. No deviations are to be made from the Plans or Specifications without previous written authorization from the PROJECT MANAGER.

In general, the Plans will show dimensions, positions and type of construction, and the Specifications will define materials, quantities, and if indicated, required methods of construction. Any Work called for on the Plans and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked, or specified.

The Plans have been drawn to the indicated scales except where otherwise noted. Dimensions indicated by figures or numerals shall govern in all cases whether drawn to scale or not. Larger scale drawings shall take precedence over smaller scale drawings. Drawings shall not be scaled for dimensions.

The general character of the detailed Work is shown on the Contract drawings, but minor modifications may be made in larger scale drawings. The PROJECT MANAGER will furnish additional details, when needed, to more fully explain the Work, and the same shall be considered part of the Contract.

Where on any drawings, a portion of the Work is drawn out or detailed and the remainder is indicated in outline, the drawn out or detailed parts shall apply also to all other like portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the Work, unless otherwise indicated.

References made to other specifications and codes refer to the edition including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date as noted in the Contract Documents.

The CONTRACTOR shall furnish and install all equipment and materials required to complete installations whether or not the quantities are specifically shown, called out, or reflected in the Contract Drawings.

## **7. PRECEDENCE OF CONTRACT DOCUMENTS**

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, the highest precedence shall be given to Permits from the other agencies as may be required by law and decreasing order as follows:

1. Permits from other agencies as may be required by law
2. Agreement
3. Special Provisions
4. General Conditions
5. Specifications - Division 01: General Requirements
6. Specifications - Divisions 02 - 17
7. Geotechnical Site Assessment
8. Drawings
9. Standard Plans
10. Standard Specifications

11. Reference Specifications
12. Reference Drawings

Supplemental Agreements, Change Orders, PROJECT MANAGER'S written interpretations and clarifications, Notice to Bidders and Addenda, in the precedence listed, will take precedence over all other Contract Document components referenced therein. Figure dimensions on Drawings will take precedence over scaled dimensions.

Detailed Drawings, including Process and Instrumentation Drawings (P & ID's), will take precedence over general Drawings.

## **8. ACCURACY OF PLANS AND SPECIFICATIONS**

Omissions from the Plans and Specifications shall not relieve the CONTRACTOR from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications. If the CONTRACTOR is of the opinion that it will incur costs above and beyond what would reasonably be anticipated in meeting the above requirements, it shall inform the PROJECT MANAGER in writing within twenty (20) calendar days after discovering the omission and before starting the Work.

The Plans show conditions as they are supposed or believed by the PROJECT MANAGER to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed 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, except as indicated in Article 53, Differing Site Conditions of these General Conditions.

## **9. EXAMINATION OF COVERED WORK**

If any Work is covered without inspection, approval or consent of the INSPECTOR, and examination is required by the INSPECTOR, it shall be uncovered at the CONTRACTOR'S sole expense.

Examination of covered Work may be ordered by the PROJECT MANAGER and if so ordered, the Work shall be uncovered by the CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, the CITY will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the CONTRACTOR shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the CONTRACTOR.

## **10. UNNOTICED DEFECTS**

Any non-conformity in the Work that is discovered before Contract Completion, or before final payment has been made, or during the guarantee period, shall be removed and replaced by the CONTRACTOR with Work which conforms to the provisions of the Contract Documents. Failure on the part of the PROJECT MANAGER or the INSPECTOR to condemn or reject non-conforming Work shall not constitute acceptance or implied acceptance of such Work.

## **11. BUILDING CODES AND REGULATIONS**

The CONTRACTOR shall perform the Work in accordance with the requirements of the Los Angeles City Building Code and all other regulations, laws, and ordinances, even though such requirements are not specifically mentioned in the Specifications or shown on the drawings.

It is not the responsibility of the CONTRACTOR to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the CONTRACTOR observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the PROJECT MANAGER in writing, and any necessary changes shall be accomplished by issuance of a Change Order.

If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the PROJECT MANAGER, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

## **12. LENGTH OF WORKDAY AND WORKWEEK**

Eight (8) hours of labor shall constitute a calendar day's work for employees of the CONTRACTOR under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

A working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the PROJECT MANAGER or the RECREATION AND PARK COMMISSION or revised by CITY Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as provided in the California Code and the CITY's code requirements.

## **13. PAYMENT OF EMPLOYEES**

The CONTRACTOR and each Subcontractor shall pay each employee engaged in Work on the project under this Contract in compliance with the Federal and State wage provisions indicated on the appropriate page of the Proposal (General Instruction and Information for Bidders), and LENGTH OF WORKDAY AND WORKWEEK of these General Conditions.

The certified payroll and the Statement of Compliance shall be submitted to the INSPECTOR by the CONTRACTOR and all Subcontractors performing Work on the project, regardless of dollar amount or type of contract.

If there is a difference between the Federal and State minimum wage rates for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate.

When the CONTRACTOR intends to use a craft or classification not shown on the general prevailing wage determinations, it will be required to pay the wage rate of that craft or classification most closely related to it as shown in the general prevailing wage determinations. In case of disagreement between the CONTRACTOR and the CITY, the INSPECTOR shall make the final determination as to the prevailing wages for the Work.

## **14. CONVICT-MADE MATERIALS**

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

## **15. SALES; BUSINESS OR USE TAX**

Purchases of materials and equipment which will be incorporated or installed permanently in the Contract Work, or which will be used in the operation of the CONTRACTOR or Subcontractors, and not incorporated in the Contract Work, are not exempt from City of Los Angeles and California State Sales or Use Taxes as applicable. The CITY shall consider any required business taxes to be included in the overhead costs of the CONTRACTOR.

## **16. NONDISCRIMINATION IN EMPLOYMENT**

The CONTRACTOR shall comply with all of the provisions of the Los Angeles Administrative Code, Mandatory Provision Pertaining to Nondiscrimination in Employment.

The CONTRACTOR shall submit Monthly Ethnic Composition of Work Force Reports to the INSPECTOR indicating the number of employees in the various work categories and ethnic groups and gender on forms furnished by the CITY. Failure to furnish the reports shall constitute grounds for the CITY to withhold the progress payment.

Nondiscrimination Clause: "The CONTRACTOR shall not discriminate during the performance of this Contract against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation or physical handicap." The CONTRACTOR shall include in all subcontracts awarded under this Contract the same Nondiscrimination Clause.

If conflicts exist between these provisions and the Federal Rules and Regulations governing the same, the more stringent requirements shall prevail.

## **17. APPRENTICE UTILIZATION**

Any Contract awarded hereunder will require the CONTRACTOR to comply with the provisions of the California Labor Code relating to apprentice employment and training; and will require the CONTRACTOR to assume full responsibility for compliance with said section with respect to all Apprenticing Occupations involved in the Project. (Compliance with said Apprentice Utilization provisions of the Labor Code is not required for Public Works Contracts involving less than \$30,000 or less than twenty (20) Working days in duration).

## **18. LAWS AND REGULATIONS**

The CONTRACTOR shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the PROJECT MANAGER. The CONTRACTOR shall indemnify and save harmless the CITY, and its officers, agents, and employees, against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by itself or by its employees or subcontractors as stated in these Contract Documents. Any particular law or regulation specified or referred to elsewhere in these specifications shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of Federal, State, and local laws and regulations.

## **19. PERMITS AND CONSTRUCTION EASEMENTS**

The CONTRACTOR shall anticipate, obtain and pay for all permits, excluding the General Building Permit, necessary for performance of the Work.

The CONTRACTOR shall obtain and pay all costs incurred and submit to the PROJECT MANAGER copies of all permits required for the construction and installation of all Work called for on this project. All costs shall be included in the CONTRACTOR'S bid. The permit list to be obtained by the CONTRACTOR shall include, but not be limited to the following:

1. Night Work, hauling, overload, grading, excavation, demolition, foundation, and associated building permits.
2. Electrical permits.
3. Mechanical permits.
4. Plumbing permits.
5. South Coast Air Quality Management District permits.
6. Fire sprinkler permit.
7. All Federal, State, County and CITY issued permits.

Rights of ways, easements, or rights of entry for the Work will be provided by the CITY. The CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of Work areas and facilities temporarily required which are necessary in addition to those provided by the CITY. The CONTRACTOR shall indemnify and hold the CITY harmless for all claims for damages caused by such actions.

## **20. PARTIES EXCLUDED FROM THE WORK**

Lists of individuals, firms and organizations which have been debarred, suspended or have voluntarily excluded themselves from Federal Procurement and Non Procurement Program is maintained by US General Services Administration. A copy can be obtained from Superintendent of Documents, US Government Printing Office, Washington, DC 20402, Tel: (202) 783-3238.

The CITY will not conduct business with an individual, firm or organization, and the CONTRACTOR shall not employ or otherwise utilize any Subcontractor, supplier or equipment vendor at any tier which is on the U.S. General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs". The CONTRACTOR shall not utilize or otherwise employ any subcontractors or suppliers on the

CITY's list of nonresponsible bidders maintained by the General Services Division of the Bureau of Contract Administration.

## **21. BUSINESS TAX REGISTRATION CERTIFICATES**

The CONTRACTOR represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) required by the Los Angeles City Business Tax Ordinance. The CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not cause or allow any such Certificate to be revoked or suspended.

The CITY requires all firms that have business activity within the City of Los Angeles to pay CITY business taxes.

Payments for goods or services will be withheld unless proof of tax compliance is provided to the CITY. All firms and individuals that do business with the CITY will be required to provide a Business Tax Registration Certificate number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services.

The Tax and Permit Division of the City Clerk's Office has the sole authority to determine whether a firm is covered by business tax requirements.

## **22. FINANCIAL LIABILITY**

The CITY's liability under this Contract shall not exceed the CITY's appropriation to fund the Contract at the time of Contract award. However, if the CITY shall appropriate funds for any successive years, the CITY'S maximum liability shall not exceed the extent of such appropriation, subject to the terms and conditions of this Contract.

## **THE CONTRACTOR'S RESPONSIBILITIES**

### **23. CONTRACTOR'S OBLIGATIONS**

Only competent workers shall be employed on the Work. Any worker, at the journey level or above, employed on the Work shall have a current license or certificate as required for the type of Work being performed, issued by the Department of Building and Safety of the City of Los Angeles and any such other organization as required.

Any person or subcontractor employed who is found by the PROJECT MANAGER AND/OR INSPECTOR to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the CONTRACTOR and not be reemployed on the Work.

The CONTRACTOR, at its sole cost and expense, shall perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the Work required, in the manner and within the time stipulated in these specifications. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and such temporary works as may be required. If, at any time before the commencement or during the progress of the Work or any part of it, the CONTRACTOR'S methods or appliances appear to the PROJECT MANAGER or the INSPECTOR to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the PROJECT MANAGER or the INSPECTOR may order the CONTRACTOR to increase their safety and efficiency or to improve their character, and the CONTRACTOR shall comply with such orders at its own expense. Neither the making of such demands by the PROJECT MANAGER nor the failure to make such demands shall relieve the CONTRACTOR of its obligation to secure the safe conduct of the Work, the quality of Work required, nor the rate of progress stipulated in the Contract. The CONTRACTOR shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. All of the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the PROJECT MANAGER or the INSPECTOR as given from time to time during the progress of the Work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The CONTRACTOR shall complete the entire Work to the satisfaction of the PROJECT MANAGER and INSPECTOR and in accordance with the Specifications and drawings herein mentioned, at the prices fixed in the Contract.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the CONTRACTOR shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the CONTRACTOR fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the PROJECT MANAGER may require an increase in progress at any point or points or a modification of plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the CITY to terminate the Contract.

#### **24. CONTRACTOR'S REPRESENTATIVE AT THE SITE**

A technically qualified and English-speaking project representative shall be designated in writing as the CONTRACTOR'S representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion. The CONTRACTOR'S project representative shall be assigned full time and exclusively to this project. Alternate representatives with qualifications equal to or better than the previous representative may be designated. The CONTRACTOR'S representatives shall have at least five (5) years of verifiable experience as the person primarily responsible for supervision of the Work on projects of the same or similar size and nature as this project. Within five (5) days after the Notice of Award the CONTRACTOR shall provide a statement to the PROJECT MANAGER with the following:

1. Identification and resume, showing the qualifications and experience of the CONTRACTOR'S representative and the alternate appointed to act in the place of the CONTRACTOR'S representative.
2. References of not less than two (2) previous projects on which the CONTRACTOR'S representative and the alternate had supervisory responsibility on a project of a similar nature and at least one-half or more of the cost of this project. Such references shall include names, addresses, and telephone numbers of owner representatives who worked on the project as well as project information such as project type, size, location and duration.

The PROJECT MANAGER reserves the right to disapprove any candidate named as the CONTRACTOR'S representative or alternate who fails to meet the provisions set forth herein. The PROJECT MANAGER reserve the right to remove, without any right to work on the project, either the CONTRACTOR'S representative or alternate, who in the sole opinion of the PROJECT MANAGER has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the CONTRACTOR'S representative or alternate leave the employ of the CONTRACTOR, the CONTRACTOR will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

The CONTRACTOR'S representative or alternate shall have full authority to act on behalf of the CONTRACTOR, including, but not limited to final approval of Change Orders and Supplemental Agreements. All directions given by the PROJECT MANAGER to said representative or alternate shall be considered as having been given to the CONTRACTOR. Such instructions given by the PROJECT MANAGER to the CONTRACTOR'S representative or alternate will be confirmed in writing. All instructions and directions given by the PROJECT MANAGER or the INSPECTOR will be limited to matters properly falling within the PROJECT MANAGER'S or the INSPECTOR'S authority as specified in AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER AND INSPECTOR of these General Conditions.

The CONTRACTOR'S representative or alternate shall be present at the site of the Work at all times while Work under the Contract is in progress. Failure to observe this requirement shall constitute suspension of the Work by the CONTRACTOR, until such time as said representative or alternate is again present at the site, and no payment will be allowed for any Work performed in the absence of said representative or alternate. Work performed in violation of these provisions shall be removed and reconstructed, re-fabricated, or reinstalled under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the CONTRACTOR for slowdown, delays, idled equipment, or any other costs incurred by the CONTRACTOR as the direct or indirect result of such suspension.

Whenever the Work is defined as being suspended under the provisions of this Article, any such suspension in excess of ten (10) calendar days shall constitute just cause for the CITY to terminate the Contract under the provisions of TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) of these General Conditions.

## **25. FAMILIARITY WITH PLANS AND SPECIFICATIONS**

It shall be the responsibility of the CONTRACTOR to be thoroughly familiar with all details of the Project, including the Work of CONTRACTOR'S forces and all Subcontractors. The CONTRACTOR shall call the following to the attention of both the PROJECT MANAGER and the INSPECTOR in writing within twenty-four (24) hours of discovery, before any Work is performed:

1. Errors and omissions in the Plans and Specifications;
2. Work on the Plans or in the Specifications which, if so constructed, would result in a conflict or interference with other Work or the Work of other trades, including the location of fixtures and equipment;
3. Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the CONTRACTOR of any claim for delay or other damages occasioned by such defect. If the CONTRACTOR proceeds with the Work without instructions from the PROJECT MANAGER, the incorrect Work shall be removed and corrections made to comply with the PROJECT MANAGER'S instructions, at no cost to the CITY. The requirements of this Article are applicable to typographical errors in the Specifications and notational errors on the Plans where ambiguity or inadequate description exists.

## **26. JOB CONDITIONS**

The CONTRACTOR shall visit the job site as soon as practicable after award of the Contract and ascertain all conditions affecting necessary procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. The CONTRACTOR shall determine the nature and types of Work to be performed and shall be responsible for all Work to be accomplished.

The CONTRACTOR shall enter the job site as noted in Article 4, SITE SECURITY of the General Requirements. The CONTRACTOR will be restricted to the immediate Work areas on the job site and shall in no case go beyond the Work limits noted on the drawings or as otherwise directed by the PROJECT MANAGER. The job site shall be enclosed with a temporary chain link fence and gates which shall be removed upon completion of the Work. The CONTRACTOR shall confine all operations of the contracted Work to the boundaries of the job site(s) and shall not interfere with CITY personnel and CITY operations or the Work of other contractors working on or near the site.

CONTRACTOR'S employee access to the job site by private vehicles is prohibited.

No vehicle is allowed in the facility or on the job site except delivery trucks and CONTRACTOR'S identified vehicles and equipment. It shall be the CONTRACTOR'S sole responsibility to arrange and pay for offsite employee parking and transportation, if necessary, so as not to affect the availability of public parking on the grounds of the facility or park site. The CONTRACTOR shall fully cooperate with all authorities on the job site and other contractors not related to the Work of this Contract who might be at the job site and shall comply with all regulations in force at the job site.

## **27. RESPONSIBILITY FOR SITE**

The CONTRACTOR shall be in full charge of and be responsible for the job site and the construction Work of this Contract, subject to the directions of the PROJECT MANAGER or the INSPECTOR. Article 33, INTERFACE/COORDINATION REQUIREMENTS of the General Requirements describes interfaces with other contractors working on the job site. No other operations of any nature shall be performed except as specifically authorized in the Contract Documents or as authorized by the PROJECT MANAGER.

The CONTRACTOR shall exercise care not to damage improvements and adjacent land. The CONTRACTOR shall correct any damage caused within seventy-two (72) hours by restoring the land and improvements damaged to their original condition and shall indemnify and hold the CITY harmless for any such damage as specified in INDEMNIFICATION of these General Conditions.

**28. WORKMANSHIP AND MATERIALS**

All materials, parts and equipment furnished by the CONTRACTOR for the Work shall be new, high grade and free from defects. Materials and Work quality shall be subject to the INSPECTOR'S approval.

**29. INJURY AND ILLNESS PREVENTION - SAFETY MEASURES**

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all applicable laws, building and construction codes, safety and health regulations of the California Code of Regulations, and with applicable CITY Safety Policies.

If a Work procedure or condition exists that is a violation of said safety standards, the PROJECT MANAGER or INSPECTOR may order the CONTRACTOR to comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to act promptly, the PROJECT MANAGER or INSPECTOR is authorized to suspend the Work. Failure of the PROJECT MANAGER or the INSPECTOR to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the Work.

In the event of an emergency constituting an immediate hazard to the health or safety of the public or CITY employees, property, or licensee, the CITY may undertake, at the CONTRACTOR'S sole expense, without prior notice, all Work necessary to correct such hazardous conditions when it was caused by Work of the CONTRACTOR not being in accordance with the requirements of this Contract.

First aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the Work. The CONTRACTOR shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the CONTRACTOR and its Subcontractors shall be provided with, and required to use, personal protective and life saving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

**30. PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS**

The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey monuments or reference points without authorization from the PROJECT MANAGER. No pavement breaking or excavation shall be started until all survey monuments or other reference points that will be disturbed by the construction operations have been properly referenced by the PROJECT MANAGER. It shall be the CONTRACTOR'S responsibility to notify the PROJECT MANAGER and the INSPECTOR of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey monuments or reference points disturbed, without authorization by the PROJECT MANAGER, shall be accurately restored by the CITY at the CONTRACTOR'S sole expense after all street or roadway resurfacing has been completed.

All paved areas including asphaltic concrete beams cut or damaged as a result of construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.

In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

Where sidewalks have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks, properly protected, promptly after backfilling and shall maintain them in satisfactory condition until the final restoration thereof has been made.

All utilities encountered along the line of the Work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the PROJECT MANAGER are made. Utilities shall include, but not be limited to, all above or below-ground conduit, pipes, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, process, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, cable, TV, and lighting systems, whether or not owned by the CITY.

The CONTRACTOR shall protect all existing utilities and improvements not designated for removal. Necessary potholing shall be accomplished at the CONTRACTOR'S expense. The CONTRACTOR shall determine the exact locations and depths of all utilities indicated on the drawings. The CONTRACTOR shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR'S Work. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the CONTRACTOR shall so notify the INSPECTOR and the PROJECT MANAGER. The CONTRACTOR should not rely upon plan designation of location of underground utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the utility. No costs shall be allowed for such Work except those included in the CONTRACTOR'S proposal.

Prior to any excavation in the vicinity of any existing underground facilities, the CONTRACTOR shall notify the INSPECTOR and the PROJECT MANAGER, and the respective authorities representing the owners or agencies responsible for such facilities, not less than three (3) working days, nor more than five (5) working days, of their intention to begin excavation. The CONTRACTOR shall make arrangements for and provide access such that a representative of said owners or agencies may be present during such Work.

Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, the CONTRACTOR shall at its own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement to a place and in a manner as directed by the PROJECT MANAGER, and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. When utilities that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the PROJECT MANAGER not less than fifteen (15) days in advance for necessary measures to be taken to prevent interruption of service.

The CONTRACTOR shall notify the PROJECT MANAGER thirty (30) calendar days in advance of any proposed connection, and shall notify the PROJECT MANAGER and the INSPECTOR twenty-four (24) hours prior to the actual connection, to any existing utility.

Any utility or improvement which is damaged by the CONTRACTOR shall be immediately repaired at the CONTRACTOR'S expense, to a condition equal to, or better than, the condition it was in prior to such damage or temporary relocation. If the CONTRACTOR fails or refuses to promptly repair the utility or improvement, the CITY may perform the necessary Work at the CONTRACTOR'S expense and no time extension shall be allowed to the CONTRACTOR. The CONTRACTOR is not relieved of provisions of this Article even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling.

All repairs to a damaged improvement shall be inspected and approved by the INSPECTOR and an authorized representative of the improvement owner before being concealed by backfill or other Work. In case of damage, which in the opinion of the PROJECT MANAGER or the INSPECTOR, threatens the safety of persons or property, the CONTRACTOR shall immediately make all repairs necessary for removal of the hazard. Should the CONTRACTOR fail to promptly take all necessary action, the CITY has the option to remove any hazard resulting

from damages caused by the CONTRACTOR at the CONTRACTOR'S expense without waiving any other rights the CITY may have, and no time extension will be allowed to the CONTRACTOR.

In the event that the CONTRACTOR damages any existing utilities that are not shown on the drawings or the locations of which are not made known to the CONTRACTOR prior to excavation, the CONTRACTOR shall immediately notify the INSPECTOR and take all measures necessary to prevent further damage. The CONTRACTOR shall then immediately make a written report to the PROJECT MANAGER and shall make repairs as directed by the PROJECT MANAGER. Payment for this extra Work will be made pursuant to the provisions contained in Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements.

Notwithstanding that an existing utility or substructure is not shown on the original Plans and Specifications, if the existence and location thereof was made known to the CONTRACTOR prior to excavation, the utility or substructure constitutes an existing known condition, and the CONTRACTOR is responsible for protecting the utility or substructure.

Damage to a utility known to the CONTRACTOR shall be repaired at the CONTRACTOR'S expense.

### **31. NON-CONFORMING WORK**

Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the CONTRACTOR, at the sole expense of the CONTRACTOR.

If the CONTRACTOR fails to remove, replace or correct any non-conforming Work or materials within seventy two (72) hours of discovery, the PROJECT MANAGER may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the CONTRACTOR and all such cost shall be deducted from any amounts that are due or may become due to the CONTRACTOR.

Failure of the INSPECTOR or the PROJECT MANAGER to notify the CONTRACTOR of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The CONTRACTOR'S obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in Article 16, GUARANTY-WARRANTY of the General Requirements. The CITY reserves and retains all rights and remedies at law against the CONTRACTOR and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

The Contract Documents may be modified for the purpose of allowing non-conforming Work to become acceptable in lieu of the CONTRACTOR'S obligation to remove and replace all such non-conforming Work. Such modification shall be effective only upon the written agreement of the CONTRACTOR and the PROJECT MANAGER. Such written agreement shall be issued as a Change Order, which shall include all of the following provisions.

1. A statement that the Work as constructed is non-conforming Work.
2. The specifications by which the non-conforming Work will be made to conform to the requirements of the Contract Documents.
3. A statement that all modifications to the non-conforming Work shall be at the sole expense of the CONTRACTOR.
4. A statement that the CONTRACTOR waives and releases any and all claims against the CITY, including time and impacts, in any way whatsoever related to the non-conforming Work, the modification of such non-conforming Work, and the time to negotiate such a modification.
5. The amount representing the value of the Work specified in the Contract Documents less the value of the Work as constructed, as a credit to the CITY, which shall be deducted from the amount of the Contract.

No Work shall proceed which shall make the non-conforming Work more costly to correct nor to modify such non-conforming Work until the PROJECT MANAGER and the CONTRACTOR execute such a Change Order. The PROJECT MANAGER may grant permission, in response to a written request from the CONTRACTOR, to proceed with the Work before finalization of such a Change Order, if they find the request to be in the best interest of the CITY.

Any delays or impacts arising on the Work as a result of construction or delivery of non-conforming Work or materials shall be at the CONTRACTOR'S sole expense, regardless of whether the Work ultimately becomes the subject of a Change Order, and no time extension shall be allowed to the CONTRACTOR.

Acceptance by the INSPECTOR of such previous non-conforming Work, after execution of the Change Order, does not act to waive or otherwise negate the CONTRACTOR'S obligations to guarantee such Work as set forth in Article 16, GUARANTY-WARRANTY of the General Requirements.

Failure of the CONTRACTOR to comply with the requirements of this Article shall constitute default of the Contract by the CONTRACTOR and the CITY may terminate the Contract as provided for in TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT).

## **32. SUBCONTRACTORS AND SUB-SUBCONTRACTORS (Revised as of 3/25/2010)**

The Contractor shall perform on the site and with its own organization not less than thirty (30%) of the total Contract Price, unless a different percentage is designated in the Bid Proposal. Any items designated "specialty items" in the Bid Proposal may be performed by subcontract and the amount of all such "specialty items" may be deducted from the Contract Price before computing the amount of Work required to be performed by the Contractor with its own organization. The dollar value included in the percentage performed by the Contractor shall include the value of labor, materials and equipment to be incorporated or used in the Work and directly purchased by the Contractor and shall not include the value of Work, including labor, materials and equipment, incorporated or used in the Work, performed or provided by Subcontractors.

Bidders must list all Subcontractors in the Bid, regardless of the dollar amount of the work to be performed, if the Bidder wishes to have the Subcontract amount credited toward meeting the MBE/WBE/SBE/EBE/DVBE/OBE levels of participation of the Project. Subcontractors added to the project following acceptance of the Bid and award of the Project will not be credited toward meeting the MBE/WBE/SBE/EBE/DVBE/OBE levels of participation for this Project.

Listed vendors and/or Suppliers will be limited to 60% of their listed dollar value toward achieving the anticipated MBE/WBE/SBE/EBE/DVBE/OBE levels of participation for this Project, unless the vendor and/or Supplier manufactures or substantially alters the materials/supplies.

The designated percentage of the total Contract Price the Contractor is to perform may not be reduced below that level by the addition of Subcontractor's added after Award of the Project.

The Inspector, acting on behalf of the Board of Recreation and Park Commissioners, will be responsible for approval of all Subcontractors, whether Bid-listed or not, and all Sub-subcontractors employed on the Project.

The Contractor must list in the original bid each Subcontractor who will perform Work or render services in an amount in excess of one-half of 1 percent of the Contractor's total Bid or \$10,000.00, whichever is greater.

Subletting or Subcontracting of any portion of the Work in excess of one-half of 1 percent of the Contractor's original total Bid or \$10,000.00, whichever is greater, for which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.

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 of 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.

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, 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.

The Contractor shall list only one Subcontractor for each portion of Work as defined by the Contractor in its Bid.

Acceptance by the Board of Recreation and Park Commissioners of its Bid is dependent upon each Bid listed Subcontractor, and all subsequently approved additional Subcontractors, performing the dollar value of Work listed or approved. Any reduction, increase, or other change to any Subcontract amount without prior approval by Board of Recreation and Park Commissioners 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 Subcontract Substitution.

Acceptance by the Board of Recreation and Park Commissioners of its Bid shall not entitle Subcontractors to recognition for any direct or contractual relationship with the City, nor shall it constitute approval of the use of any materials other than those specified.

The Contractor shall be responsible for all acts of all Subcontractors at all tiers. The Contractor shall coordinate all work performed by subcontractors in the interest of the City.

All Subcontractors who will be working on the Project shall be approved in writing by the Inspector prior to beginning Work, regardless of the dollar amount of Work to be performed, and whether or not they were listed in the original Bid.

Requests for approval of all Subcontractors, or request for substitution of a Subcontractor, shall be made in writing to the Inspector located at the Public Works Building, 1149 S. Broadway, 3rd Floor, Los Angeles, CA, 90015, and said request shall contain the following information for each Subcontractor:

- 1) Project Name
- 2) Project Work Order Number
- 3) Subcontractor's Name
- 4) Subcontractor's Address
- 5) Subcontractor's Phone Number
- 6) Subcontractor's Status ( WBE, MBE, SBE, EBE, DVBE, OBE )
- 7) Subcontractor's State of California Contractor License Number
- 8) Subcontractor's City Business Tax Registration Certificate Number (BTRC)
- 9) Dollar amount of Subcontract work to be performed
- 10) Description of Subcontract work to be performed

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval of the Inspector prior to each Subcontractor performing Work on the Project may result in suspension of Work by that Subcontractor, removal of Work performed by unapproved Subcontractors, assessment of penalties, and possible sanctions against the Contractor.

Additional Subcontractors may be added after the time of original Bid. The value of Work to be performed by

additional Subcontractors may not be greater than one-half of 1 percent of the Contractor's original total Bid or ten thousand dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract.

The Contractor shall provide the dollar amount of Work to be performed in all requests for additional Subcontractors. Failure to specify a dollar amount of Work to be performed will result in denial of additional Subcontractors until such time as the amount is provided.

Failure of the Contractor to request and obtain approval for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the original Bid shall result in a penalty of ten percent of the Subcontract amount.

A Contractor whose Bid is accepted may not:

- 1) Substitute any person as Subcontractor in place of a Subcontractor listed in the original Bid, except that the Inspector, acting on behalf of the Board of Recreation and Park Commissioners, 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 after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon 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 listed Subcontractor becomes bankrupt or insolvent.
  - C) When the listed Subcontractor fails or refuses to perform its subcontract.
  - D) When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
  - E) When the Contractor demonstrates to the Inspector's satisfaction that the name of the Subcontractor was listed as a result of an inadvertent clerical error.
  - F) When the listed Subcontractor is not licensed pursuant to the State of California Contractor's License Law.
  - G) When the listed Subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).
  - H) When the Inspector concurs with the Contractor that the Work being performed by the listed Subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the listed Subcontractor is delaying or disrupting the progress of the work.
  - I) When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Inspector.
  - J) When the Board of Recreation and Park Commissioners determines that a listed Subcontractor is not a responsible contractor.
- 2) 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, without the consent of the Inspector.
- 3) 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 one half of 1 percent of the Contractor's total Bid as to which its original Bid did not designate a Subcontractor.

- 4) Reduce the dollar amount of a Bid-listed Subcontract without the written approval of the Inspector.

A request for substitution of any Subcontractor, whether Bid-listed or not, must be made in writing to the Inspector and must include letter(s) of explanation as to the reason for the requested substitution.

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.

Failure to obtain approval for a Subcontractor substitution may result in rejection of the affected Work, penalties assessed for failure to obtain approval, and possible sanctions by the City.

All substitutions of Subcontractors, whether MBE/WBE/SBE/EBE/DVBE/OBE or not, shall be approved in writing by the Board of Recreation and Park Commissioners prior to any Work being performed by the substituting Subcontractor.

The Contractor shall conduct a Business Inclusion Program Outreach prior to approval of any requested Subcontractor substitution, regardless of the status (MBE/WBE/SBE/EBE/DVBE/OBE) of the contractor being substituted for. For MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor substitution requests, the Contractor shall comply with the Business Inclusion Program Outreach requirements of Pages 15-15R of the Instructions to Bidders (Volume I). The Business Inclusion Program Outreach for any requested Subcontractor substitution must be reviewed and approved by the Special Research and Investigation Section of the General Services Division of the Bureau of Contract Administration, whether the Subcontractor was Bid listed or approved after the Award of the Project.

There shall be no decrease in dollar value of Work to be performed by Subcontractors approved as a substitute for a Bid-listed Subcontractor without a change in scope of the Work to be performed by the originally Bid-listed 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 Bid-listed Subcontractor.

Prior to approval of the Contractor's request for substitution, the Inspector shall give notice in writing to the Subcontractor affected by the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Workdays within which to submit written objections to the substitution. Failure to file these written objections within five (5) Workdays of notification shall constitute the listed Subcontractor's consent to the substitution. Notification by the Inspector may be made by phone in lieu of written notification via certified or registered mail if agreed to by the listed Subcontractor and followed by written request. Upon notification by phone, the listed Subcontractor may file written objections within five (5) days of notification.

If written objections are filed, the Inspector shall give notice of at least five (5) Workdays to the listed Subcontractor of a hearing on the Contractor's request for substitution.

The Contractor, as a condition to assert a claim of Inadvertent Clerical Error in the listing of a Subcontractor, shall within two Workdays after the time of the original Bid opening by the Board of Recreation and Park Commissioners give written notice to the Inspector and the Board of Recreation and Park Commissioners and copies of such notice to both the Subcontractor he claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to Bid opening.

Written notice of an Inadvertent Clerical Error shall be forwarded within two (2) days after the time of the original Bid opening by every Contractor claiming such an error. Failure to submit such notice within the time prescribed shall make any such subsequent claim of Inadvertent Clerical Error invalid.

Any listed Subcontractor who has been notified by the Contractor of an Inadvertent Clerical Error shall be allowed six (6) Workdays from the time of the Bid opening to submit to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error. Failure of such listed Subcontractor to file such written notice within the six (6) Workdays shall constitute agreement that an advertent clerical error was made.

The Inspector shall, in the absence of compelling reasons to the contrary, consent to the requested substitution based on an Inadvertent Clerical Error if:

- 1) The Contractor, the Subcontractor listed in error, and the intended Subcontractor each submit an affidavit to the Inspector along any additional information as the parties may wish to submit that an Inadvertent Clerical Error was in fact made, provided that the affidavits from each of the three parties are filed within eight (8) Workdays from the time of the original Bid opening, or
- 2) If such affidavits are filed by both the Contractor and the intended Subcontractor within eight days of the original Bid opening but the Subcontractor whom the Contractor claims to have listed in error does not submit within six (6) Workdays, to the Inspector and to the Contractor, written objection to the Contractor's claim of Inadvertent Clerical Error as provided in this article.

If such affidavits are filed by both the Contractor and the intended Subcontractor but the listed Subcontractor has, within six (6) Workdays from the time of the original Bid opening, submitted to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error, the Inspector shall investigate the claims of all parties and schedule a public hearing before the Board of Recreation and Park Commissioners to determine the validity of such claims. Any determination shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony given to the Board of Recreation and Park Commissioners. The Board of Recreation and Park Commissioners may, on its motion or that of any other party, admit testimony of other Contractors, any Bid registries or depositories, or any other party in possession of facts, which may have a bearing on the decision of the Board of Recreation and Park Commissioners. The findings of the Board of Recreation and Park Commissioners shall be final.

### **33. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY**

In case of an emergency that threatens loss of or damage to property or injury to persons, the CONTRACTOR shall act, without instructions from the CITY, as the situation may warrant. The CONTRACTOR shall immediately inform the PROJECT MANAGER and the INSPECTOR of the emergency action taken. Any claim shall be submitted to the PROJECT MANAGER. If practical the amount of compensation, if any, shall be determined by agreement prior to the issuance of a Change Order. However, if the emergency is created or aggravated by the CONTRACTOR, it shall be liable for the resulting damages. If the CONTRACTOR fails to take the necessary action as required by such an emergency the CITY may assign another CONTRACTOR or use its own forces to perform the emergency Work at the CONTRACTOR'S sole expense.

### **34. ASSIGNMENT**

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract or any of the proceeds there under unless written consent of the CITY has been obtained. No right under this Contract or claim for any proceeds due or to become due hereunder shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment, transfer or conveyance of this Contract or any part thereof unless such assignment, transfer or conveyance has been authorized by the written consent of the CITY. The instrument of assignment, transfer or conveyance shall contain a clause subordinating the claim of the assignee, transfer or conveyer to all prior liens for services rendered or materials supplied for the execution of the Work.

### **35. INDEPENDENT CONTRACTOR**

The CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of Work required for the CONTRACT and that it is properly licensed, equipped, organized and financed to perform the

Work. The CONTRACTOR shall be an independent contractor. The CONTRACTOR is not an agent of the CITY in the performance of the CONTRACT, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the CONTRACT or any Subcontract awarded by the CONTRACTOR shall create any relationship between any Subcontractor and the CITY. The CONTRACTOR shall perform the Work in accordance with its own methods, in compliance with the terms of the CONTRACT.

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **36. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless, through legal counsel acceptable to the CITY, the CITY, and any and all of the CITY'S Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, arising out of or related to the performance or nonperformance by CONTRACTOR or its Subcontractors, Sub-Subcontractors, or Suppliers, of any tier, of any portion of the construction of the Project, including but not limited to CONTRACTOR'S negligent acts, errors, omissions, breach of contract, breach of warranty (express or implied), or willful misconduct.

It is agreed that such defense and indemnity shall extend to the CITY'S PROJECT MANAGER, Architect/Engineer or other Design Consultant providing services under written agreement with the CITY covering any portion of the Project. Provided, however, that the Design Consultant shall be solely responsible for the enforcement of any request made by said Consultant for indemnification or defense by the CONTRACTOR. It is further provided that the CITY shall have no liability whatsoever for any failure of the CONTRACTOR to comply with any request from the Consultant for indemnity or defense.

It is further agreed that the defense and indemnity obligations of the CONTRACTOR under this Article shall not extend to the liability of the Design Consultant or its agents, employees or subconsultants, arising as a result of such indemnitee's own active negligence, errors or omissions or from (1) the preparation or approval of maps, Plans, opinions, reports, surveys, change orders, designs or Specifications, or (2) the giving of or failure to give directions or instructions by the indemnitee provided that such giving or failure to give is the primary cause of the damage or injury.

### **37. INSURANCE**

#### **A. GENERAL**

During the term of this Contract and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense, insurance having the limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Form in Volume 1 of these Contract Documents, covering its operations hereunder subject to the following conditions as they may variously apply:

#### **1. ADDITIONAL INSURED/ADDITIONAL INTEREST/LOSSPAYEE**

The CITY, it's Recreation and Park Commissions, Officers, Agents, Employees and Design Consultant shall be included as:

- a. Additional Insureds in all required General Liability and property insurance and Additional Interests in all required Automobile Liability insurance.
- b. Named Insureds in all required Owners and Contractors Protective Liability insurance policies.
- c. Loss Payee As Its Interest May Appear in all required property, fidelity or Surety coverages.
- d. Listing of other entities as additional insures may be required for specific projects due to their funding source (such as, Prop A funded projects require that Los Angeles County be listed as an additional insured).

The CITY and other interests listed above need not be named on Workers' Compensation/Employer's Liability, Professional Errors and Omissions and Second-party Legal Liability coverages (such as Garage Keepers' Legal).

2. INSURANCE APPROVAL

All insurance required hereunder shall conform to the CITY requirements established by Charter, ordinance or policy. Evidence of insurance shall be submitted to the Department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any Work or tenancy under this Contract in accordance with the Los Angeles Administrative Code.

3. ALTERNATIVE PROGRAMS

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the CITY before an approval can be granted by the City Attorney.

4. ADMITTED CARRIER/LICENSED CALIFORNIA BROKER

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agent.

Surplus lines coverage must also contain a Service of Suite provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising there under will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. PRIORITY OF COVERAGE

The CONTRACTOR's insurance shall not call on the CITY's program for contributions.

6. CANCELLATION/REDUCTION IN COVERAGE NOTICE

With respect to the interest of the CITY, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the CITY's interest, the company will provide the CITY at least thirty (30) calendar days prior written of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1240 City Hall East, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that such notice to the CITY shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. ACCEPTABLE EVIDENCE

The appropriate CITY Special Endorsement forms, contained in Volume 1 of these Contract Documents, are the preferred form of evidence of insurance. Alternatively, the CONTRACTOR may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language which complies with subparagraphs 1) through 6) above.

With respect to Professional Liability insurance, either a signed copy of the Policy Declarations Page or a letter from the CONTRACTOR's insurance broker certifying coverage, together with a thirty (30) day cancellation notice endorsement in favor of the CITY as specified in subparagraph 6) will satisfy this requirement.

8. SEPARATION OF INSURED

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. RENEWAL

Once the insurance has been approved by the CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in paragraphs 1) through 8) above, must be submitted.

B. AGGREGATE LIMITS/REDUCTION IN COVERAGE

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the CONTRACTOR not related to this Contract, the CONTRACTOR shall give the CITY prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in the CONTRACTOR's best judgement may diminish the protection such insurance affords the CITY. Further, the CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. The CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

The CONTRACTOR shall not make any substantial reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) which may affect the CITY's protection without the CITY's prior written consent.

C. SELF-INSURANCE AND SELF-INSURED RETENTIONS

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the CITY upon review of evidence of the CONTRACTOR's financial capacity to respond. Additionally, such programs or retention must provide the CITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. MODIFICATION OF COVERAGE

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

E. FAILURE TO PROCURE INSURANCE

The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the CITY. Non-availability or non-affordability must be documented by a letter from the CONTRACTOR'S insurance broker or agent indicating a good faith effort to procure the required insurance and showing, as a minimum, the names of the insurance carriers and the declinations or quotations received from each.

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

F. UNDERLYING INSURANCE

The CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and Subcontractors, if any, to protect the CONTRACTOR's and the CITY'S interests, and for ensuring that such persons comply with any applicable insurance statutes. The CONTRACTOR is encouraged to seek professional advice in this regard.

G. WORKERS' COMPENSATION

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

A waiver of subrogation in favor of the CITY will be required when Work is performed on CITY premises under hazardous conditions.

H. ALL RISK BUILDER'S RISK/INSTALLATION FLOATER

During the course of construction, the CONTRACTOR shall secure and maintain an All Risk Builder's Risk Insurance policy covering loss, damage or destruction of property, including materials in transit and stored on and off site, in an amount equal to the value of the construction and materials on hand.

An Installation Risk or "Floater" Policy, written to cover only specific types of equipment during construction, may be provided to cover damage to Work or high valued equipment or materials.

Coverage shall remain in force until the Work is completed and accepted by the CITY. Acceptable evidence of coverage shall be in the form of an endorsement to the policy which names the CITY as an additional named insured and as Loss Payee As Its Interest May Appear.

I. TYPICAL COVERAGES REQUIRED

The coverages required in A above shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01).
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of Work or termination of Contract.

J. TYPICAL LIMITS OF LIABILITY

Unless otherwise specified in Form Gen. 146/IR, the CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability: \$1,000,000 per occurrence.

K. CONTRACT BONDS

Before the execution of the Contract by the RECREATION AND PARK COMMISSION, the bidder shall file with the RECREATION AND PARK COMMISSION Surety bonds satisfactory to the RECREATION AND PARK COMMISSION in the amounts and for purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Bonds shall be issued by a Surety who is listed in the latest revision of U.S. Department of Treasury Circular 570, is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the

Contract. The Bidder shall pay all bond premiums, costs, and incidentals. On Contracts estimated by the PROJECT MANAGER to be less than \$2 million, bonds may be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write Surety insurance within the State of California.

Each bond shall be signed by both the Bidder and the Surety, and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by the CONTRACTOR in full force and effect until the Work is accepted by the RECREATION AND PARK COMMISSION, and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

The "Performance Bond" shall be for one hundred percent (100%) of the Contract price to guaranty faithful performance of all Work, within the time period prescribed, in a manner satisfactory to the RECREATION AND PARK COMMISSION, and that all materials and Workmanship will be free from original or developed defects, and comply with requirements and guaranty specified in Article 16, GUARANTY-WARRANTY of the General Requirements.

Should any Surety at any time be unsatisfactory to the RECREATION AND PARK COMMISSION, notice will be given the CONTRACTOR to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the RECREATION AND PARK COMMISSION.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the CONTRACTOR or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety. In addition to the bonds detailed above, the CONTRACTOR shall provide a guarantee bond as detailed in Article 16, GUARANTY-WARRANTY of the General Requirements.

### **38. SERVICE OF NOTICE**

The delivering of any notice, instruction, claim or protest, or other written communication, personally to the CONTRACTOR or the CONTRACTOR'S representative or to the PROJECT MANAGER, or to the City Clerk of the CITY shall constitute service therefore upon the CONTRACTOR, the PROJECT MANAGER, or the CITY, respectively.

The depositing of a post-paid (Registered Mail) wrapper directed to the official address of the CONTRACTOR, the PROJECT MANAGER, or the CITY in any post office, of any notice, instruction, claim or protest, or written communication, shall be deemed sufficient service thereof upon the CONTRACTOR, the PROJECT MANAGER, or the CITY, respectively, and the date of said service shall be the day following the date of postmark.

The official address of the CONTRACTOR shall be the address given in the accepted bid or such other address as the CONTRACTOR may subsequently designate in writing either to the PROJECT MANAGER or to the CITY. The official name and address of the PROJECT MANAGER and the CITY will be supplied to the CONTRACTOR after the award.

### **39. AGENT TO ACCEPT SERVICE**

The CONTRACTOR shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled SERVICE OF NOTICE to accept service of legal process on its behalf, and shall keep the CITY advised of such agent's name and address during the duration of the CONTRACT and for three (3) years after the Final Payment, or as long as the CONTRACTOR has warranty obligations under Article 16, GUARANTY-WARRANTY of General Requirements, whichever period terminates later. In the event that no such duly authorized agent is on file with the CITY, the CONTRACTOR agrees that the Secretary of State of the State of California shall be the Contractor's agent for service of legal process.

## **PROGRESS OF WORK**

#### **40. TEMPORARY SUSPENSION OF WORK**

If the Work of the Contract is suspended or delayed, the CONTRACTOR shall so notify the PROJECT MANAGER in writing within twenty-four (24) hours after the start thereof. If the CONTRACTOR is entitled to reimbursement for such suspension or delay, as specified hereinafter, the CONTRACTOR shall submit a completely detailed statement of the costs thereof, to the PROJECT MANAGER, within twenty (20) calendar days after the termination thereof. Failure to submit such statement of costs or notification within the time specified shall be deemed a waiver of any claims for delay or damages or both by the CONTRACTOR.

If the Work of the Contract is suspended or delayed through no fault of the CITY, all expenses and losses shall be borne by the CONTRACTOR.

If the Work of the Contract is suspended or delayed by an act of the CITY, or by failure of the CITY to furnish required information, and the CONTRACTOR thereby incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the Work the CONTRACTOR could not have completed the Work before such suspension, the CONTRACTOR will be paid such amount as the RECREATION AND PARK COMMISSION may find to be a fair and reasonable compensation for such part of the CONTRACTOR'S actual loss. In no case shall any compensation be made to cover any loss other than actual cash paid for wages, rental of equipment, and materials used in protection of the Work, all of which must be supported by satisfactory written evidence. Such wages shall not include the wages or salary of any individual not necessary for protection of the Work. The CONTRACTOR shall not be entitled to any mark-up for overhead or profit on damages or for extended duration.

The CONTRACTOR shall maintain complete and accurate daily records of all costs due to delay, clearly distinguishing them from the costs of other portions of the Work, and shall submit a detailed written report of such costs to the PROJECT MANAGER within twenty (20) calendar days of incurring the delay. Failure to comply shall result in waiver by the CONTRACTOR to any claims for additional payment and schedule change. In addition, the CONTRACTOR shall submit evidence of any cause of delay specified herein if it has not already done so.

As soon as practicable, following receipt of such report and evidence, if required, the PROJECT MANAGER will determine the nature and extent of such costs and will, if the PROJECT MANAGER finds that payment is due, issue a Change Order therefore, subject to the provisions in Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements. If the PROJECT MANAGER determines that payment is not due, the CONTRACTOR will be so advised in writing. Should the CONTRACTOR disagree with such finding, CONTRACTOR may submit a notice of protest to the PROJECT MANAGER as provided in CLAIMS AND PROTESTS in these General Conditions. The CONTRACTOR shall provide the PROJECT MANAGER with access to its daily cost records or certified copies thereof as requested. All such records shall be retained by the CONTRACTOR and open to inspection and audit by the CITY and the PROJECT MANAGER'S authorized representatives. Except for the additional compensation provided herein before, the CONTRACTOR shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

#### **41. UNAVOIDABLE DELAY**

Should the CONTRACTOR be obstructed or delayed or completion of the Work from causes beyond its control and without its fault or negligence, and solely due to acts of God, acts of government in its sovereign capacity, riots, insurrections, wars, fires, floods, earthquakes, tidal waves, epidemics, quarantine restrictions, industry-wide strikes, freight embargoes, or unusually severe weather, it shall be entitled to a noncompensable extension of time.

The CONTRACTOR shall only be entitled to a noncompensable extension of time for Unavoidable delay in the Work which negatively impacts the critical path of the approved project schedule, and causes the Work of the project to extend beyond the approved Contract Completion date.

The CONTRACTOR shall be entitled to a noncompensable time extension only if it notifies the PROJECT MANAGER immediately at the time the CONTRACTOR is prevented from proceeding with the Work and follows with written notification of the causes of the delay within five (5) calendar days from the beginning of any delay. Also, the CONTRACTOR shall notify the PROJECT MANAGER immediately at the end of the delay and follow up with written notification of the cessation of delay within five (5) calendar days from the end of the delay.

Any claim for a time extension shall be made in writing within twenty (20) calendar days after the conclusion of the delay. The PROJECT MANAGER shall ascertain the facts and the extent of the delay and extend the time for completing the Work if, in his/her judgement, the findings of fact justify such an extension. The PROJECT MANAGER'S decision shall be final and conclusive, subject only to appeal as provided by CLAIMS AND PROTESTS of these General Conditions.

#### **42. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES**

If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the PROJECT MANAGER. When resumed, excavation operations within the area of discovery shall be as directed by the PROJECT MANAGER.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils. The CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provision of TEMPORARY SUSPENSION OF WORK of these General Conditions.

#### **43. OTHER CONTRACTS**

The CITY may perform other Work related to the Project at the site by the CITY'S own forces, have other Work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If such other Work to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other Work; and, if the CONTRACTOR believes that such performance will involve additional expense to the CONTRACTOR or requires additional time and the parties are unable to agree as the extent thereof, the CONTRACTOR may make a claim therefore as provided under CLAIMS AND PROTESTS of these General Conditions.

The CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or the CITY, if the CITY is performing the additional Work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work, and shall properly connect and coordinate the Work with theirs. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The CONTRACTOR shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the PROJECT MANAGER and the others whose Work will be affected. The duties and responsibilities of the CONTRACTOR under this Article are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the CITY and such utility owners and other contractors.

If any part of the CONTRACTOR'S Work depends upon proper execution or results of the Work of any such other contractor or utility owner or the CITY, the CONTRACTOR shall inspect and promptly report to the PROJECT MANAGER in writing any delays, defects or deficiencies in such Work that renders it unavailable or unsuitable for such proper execution and results. The CONTRACTOR'S failure to do so will constitute an acceptance of the other Work as fit and proper for integration with the CONTRACTOR'S Work except for latent or nonapparent defects and deficiencies in the other Work.

#### **44. TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT)**

The CONTRACT may be terminated, in whole or in part, at any time, by the CITY, at its sole discretion, without cause and for the CITY'S convenience. Such termination will be accomplished by delivery of a notice of Termination to the CONTRACTOR, specifying the extent to which performance of the Work under the CONTRACT or portion of the CONTRACT shall be terminated and the date upon which such termination shall become effective.

After receipt of a Notice of Termination, except as otherwise directed by the CITY the CONTRACTOR shall:

1. Stop Work under the CONTRACT on the date and to the extent specified in the Notice of Termination.

2. Notify the CITY in writing of all outstanding orders, Subcontracts and contracts entered into by CONTRACTOR for performance of the Work, including the (i) name and address of the vendor, supplier or Subcontractor; (ii) a copy of the complete contract, order or Subcontract; (iii) an accounting of the Work performed and compensation earned by the vendor, supplier or Subcontractor, and (iv) such other information as the CITY may request to assist it in determining whether to terminate or accept assignment of the order, Subcontract or contract.
3. Upon written notice by CITY, terminate all Subcontracts, orders and contracts, of any tier, related to the performance of the Work that the CITY determines shall be terminated and not assigned.
4. Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been terminated.
5. Settle outstanding liabilities and claims arising out of such termination of orders and Subcontracts, with the Acceptance of the CITY if required (which Acceptance shall be final for the purposes of this Article). Assign to the CITY in the manner, at the times, and to the extent directed by the CITY all of the rights, titles, and interests of the CONTRACTOR under such orders, contracts and Subcontracts so terminated.
6. Transfer title and deliver to the CITY in the manner, at the times and to the extent directed by it, the:
  - a. Fabricated or unfabricated parts, Work in process, completed Work, supplies, and other Goods procured as a part of, or acquired in connection with the performance of the Work terminated; and
  - b. Completed or partially completed plans, drawings, information and other items that would have been required (per the Technical Specifications) to be furnished to the CITY if the Contract had been completed.
7. Use its best efforts to sell the property of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the CITY, providing that the:
  - a. CONTRACTOR is not required to extend credit to any purchaser;
  - b. CONTRACTOR may acquire any such property under the prescribed conditions; and/or proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the CITY to the CONTRACTOR under the CONTRACT.
8. Take any action that may be necessary, or that the CITY may direct, for the protection and preservation of the property related to the CONTRACT that is in the possession of the CONTRACTOR and in which the CITY has or may acquire an interest.
9. Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the CONTRACT.

After receipt of a Notice of Termination for the CITY's convenience, the CONTRACTOR shall submit its termination claim to the CITY requesting payment of such sums as are permitted under the terms of this Article, in the form and with the certification(s) prescribed by the CITY for Claims and Protests. Such Claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions are granted in writing by the CITY upon written request by the CONTRACTOR during such six month period or authorized extension thereof. However, the CITY may receive and act upon any termination claim at any time after the six month period or any extension thereof, if it determines that the facts justify such action. Upon failure of the CONTRACTOR to submit its termination claim within the time specified, the CITY will determine the amount due the Contractor, if any, on the basis of information available, and will pay the CONTRACTOR the amount so determined. Such determination shall be final and binding and payment shall be in full settlement for the Work performed under the CONTRACT.

Subject to the provisions of this Article, the CONTRACTOR and the CITY may agree upon the total or partial amount to be paid to the CONTRACTOR by reason of the total of or partial termination pursuant to this Article. The agreed upon amount shall under no circumstances include any sum for lost profits on the terminated portion

of the Work or for consequential damages, of any kind. If agreement is reached, the CONTRACT will be amended by Modification accordingly and the CONTRACTOR will be paid the agreed upon amount.

In the event of failure of the CONTRACTOR and the CITY to agree on the total amount to be paid the CONTRACTOR by reason of the termination of Work pursuant to this Article, the CITY will pay the CONTRACTOR the amounts determined by the City as follows, exclusive of any amounts agreed upon in accordance with the preceding Paragraph:

The CONTRACTOR'S actual cost for the Work properly performed by the CONTRACTOR as of the date of termination, including a 5% allowance for profit on such costs; plus, the reasonable cost of preserving and protecting property; plus other reasonable costs incidental to the termination of the Work under the CONTRACT, including expense incurred to determine the amounts due; provided however, that the maximum payable or paid for any portion of the completed Work shall not exceed the values listed in the corresponding bid item of Schedule of Values.

The total sum to be payable or paid to the CONTRACTOR, exclusive of the settlement amounts described in the Paragraph immediately above, shall not exceed the total CONTRACT Price less the:

1. Payments made previously by CITY for the Work; plus
2. A prorated portion of the total CONTRACT Price for the terminated portion of the Work as determined by the PROJECT MANAGER.

Except for normal spoilage and to the extent that the CITY will have otherwise expressly assumed the risk of loss, the fair value (as determined by the CITY) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the CITY or other buyer as described above) shall be excluded from the amounts paid to the CONTRACTOR.

In arriving at the amount due the CONTRACTOR under this Article, a deduction shall be made for the following:

1. Any claim that the CITY may have against the CONTRACTOR in connection with the CONTRACT; and
2. The agreed upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the CONTRACTOR that have not been otherwise recovered by or credited to the CITY.

Under such terms and conditions as it may prescribe and at its sole discretion, the CITY may make partial payments against costs incurred by the CONTRACTOR in connection with terminated portion of the CONTRACT whenever the CITY decides that the aggregate of such payments is within the amount to which the CONTRACTOR is entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this Article, such excess shall be payable by the CONTRACTOR or to the CITY upon demand together with interest at a rate equal to that set forth in California Code of Civil Procedure, Section 685.010.

Under no circumstances shall the CONTRACTOR be entitled to anticipatory or unearned profits or consequential damages as a result of a termination of partial termination under this Article, or for any other termination by the CITY. The payment to the Contractor determined in accordance with this Article shall constitute the exclusive remedy of the CONTRACTOR for termination hereunder.

Anything contained in the CONTRACT to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that the CITY may have; the CITY may pursue any clause of action that it may have by law or under the CONTRACT; and shall not relieve CONTRACTOR of its warranty obligations with respect to any Work performed prior to such termination.

If the termination hereunder is only for a part of the Work, the Contract Price shall be reduced by the amount of the Contract Price applicable to the portion of the Work, which is terminated, including overhead and profit, on the basis of one or more of the following:

1. Unit prices stated in the CONTRACT or agreed upon by the CITY and the CONTRACTOR.

2. A lump sum determined by the PROJECT MANAGER, based on the estimate costs including overhead and profit of the terminated portions of the Work.

#### **45. TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT)**

In the event of conduct by the CONTRACTOR which is determined by the PROJECT MANAGER or the constitute default, the CITY may either suspend the Work under the provisions of TEMPORARY SUSPENSION OF WORK of these General Conditions or, upon ten (10) calendar days' written notice to the CONTRACTOR, terminate the Contract as provided herein. Default by the CONTRACTOR shall occur whenever it shall declare bankruptcy; become insolvent or assign its assets for the benefit of its creditors; fail to provide materials, equipment, or workmanship meeting the requirements of the Specifications; disregard or violate provisions of the Contract Documents or the PROJECT MANAGER's instructions; fail to prosecute the Work according to the approved progress schedule; or fail to provide a qualified representative, competent workers or Subcontractors. Upon request, the RECREATION AND PARK COMMISSION will provide the CONTRACTOR a hearing by the RECREATION AND PARK COMMISSION to contest the recommendation of the PROJECT MANAGER as to default by the CONTRACTOR.

In the event the Contract is terminated pursuant to this Article, the CITY may take possession of the Work and of all materials, tools, equipment, and property of the CONTRACTOR, which have been provided in connection with the Work, and may complete the Work by whatever method or means the CITY may select. The unpaid balance of the Contract cost for completing the Contract Work shall be used to complete the Work in accordance with the Contract Documents. If cost of completing the Work exceeds the unpaid balance, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the unpaid balance, the CONTRACTOR shall not have claim to the difference except to such extent as may be necessary, in the opinion of the PROJECT MANAGER, to reimburse the CONTRACTOR or the CONTRACTOR'S sureties for any unpaid expense properly incurred for materials, tools, equipment, property, and labor devoted to the prosecution of the Work, or which the CITY shall have received the benefit. In computing such expenses, as it relates to equipment and property, the salvage value at completion of Work shall be deducted from the salvage value at the time the contract was terminated, and the difference shall be considered as an expense. If after termination for failure of the CONTRACTOR to fulfill contractual obligations (CONTRACTOR Default), it is determined by a Court of competent jurisdiction that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such an event, adjustment of the Contract price shall be made as provided in TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT) of these General Conditions.

#### **46. PRE-FINAL INSPECTION**

Approximately two weeks before completion of the Work, the contractor will schedule a Pre-final Inspection to be attended by the Bureau of Contract Administration Inspector, the Project Manager, the Contractor and invited parties associated with the Project. At this time, a list of items requiring correction or completion before the Final Inspection will be compiled. In addition, at this time the Contractor shall arrange for the delivery of manufacturers' data, manuals, and operating instructions and keys to the appropriate Department of Recreation and Parks personnel.

#### **47. FINAL INSPECTION**

Approximately seven (7) days prior to completion of the Work, the Contractor shall first notify the Bureau of Contract Administration Inspector and then the Project Manager that he desires a Final Inspection of the Project. During this inspection, which will be arranged as soon as possible, the Inspector, the Project Manager, the Contractor and other parties concerned with contractual requirements will compile a Final Inspection Correction List, incorporating all items of work and corrections required to complete the Project. This list must be completed within thirty (30) days of Final Inspection, or a new Final Inspection will be held and a new Final Inspection Correction List compiled.

#### **48. PARTIAL ACCEPTANCE**

The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the entire project. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the CITY, identifying the specific portion or portions of the Work to be so utilized or

otherwise placed into service. Following inspection by the Bureau of Contract Administration's Final Inspector and establishment of a Final Inspection Correction List, a Statement of Partial Completion will be issued.

It shall be understood by the CONTRACTOR that until a Statement of Partial Completion is issued, all responsibility for care and maintenance of all items or portions of the Work to be placed in use shall be borne by the CONTRACTOR. Upon issuance of a Statement of Partial Completion, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date for commencement of the warranties indicated on the Statement of Partial Completion. However, the CONTRACTOR shall retain full responsibility for satisfactory operation of the total project and the CONTRACTOR'S guarantee period shall commence only after the final acceptance of the Contract by the RECREATION AND PARK COMMISSION. Such guarantee of total systems operation shall include that portion or portions previously placed into beneficial use by the CITY.

The issuance of a Statement of Partial Completion for any part of the Work shall not relieve the CONTRACTOR of its obligation to promptly remedy any omissions and latent or unnoticed defects in the Work covered by the Statement of Partial Completion. The CITY shall have the right to restrict the CONTRACTOR'S use of the occupied portion of the Work but shall allow the CONTRACTOR reasonable access to complete or correct items required by the Contract Documents.

The CITY may, if the Work is progressing satisfactorily, release part of the retention on portions of the Work for which a Statement of Partial Completion has been issued, provided that the following conditions have been met:

1. Partial final inspection corrections have been completed to the satisfaction of the INSPECTOR;
2. The CONTRACTOR submits a written request for release of retention which includes a verifiable valuation of the identified portions of the Work covered by the Statement of Partial Completion;
3. Impacted Subcontractors, major suppliers and the CONTRACTOR's Surety all agree in writing to release of retention;
4. If any minor corrections remain which do not directly affect operations or maintenance then twice the values of the remaining cleanup items shall be retained on each request for release; and
5. The CONTRACTOR signs a Change Order which specifically states the value of the retention being released.

The PROJECT MANAGER shall issue a no-change-in-contract-cost Change Order reflecting the Work for which a Statement of Partial Completion has been issued and the amount of the retention to be released. This Change Order shall authorize reduction of the retention on the next payment.

#### **49. FINAL ACCEPTANCE**

When all Work has been completed on the entire project, the CONTRACTOR shall notify the INSPECTOR and the PROJECT MANAGER in writing and request a final inspection by the INSPECTOR. The inspection conducted by the Final Inspector will include the CONTRACTOR and major Subcontractors' representatives. The CONTRACTOR shall promptly and diligently correct all items on the Final Inspection Correction List. The correction list Work will be reinspected until all Work is complete. If deemed necessary by the PROJECT MANAGER, a deductive Change Order may be issued for twice the value of final correction list items remaining to be corrected to attain completion, and permit the acceptance of the Contract by the RECREATION AND PARK COMMISSION.

Final payment to the CONTRACTOR is made following action by the RECREATION AND PARK COMMISSION that formally adopts the recommendation of the PROJECT MANAGER to accept the Contract. Said action by the RECREATION AND PARK COMMISSION establishes the following:

1. The start date of the CONTRACTOR'S material and workmanship warranty/guarantee for the total project.

2. The start date of any equipment or material warranties for which the "warranty clock" had not started.

## **50. LIQUIDATED DAMAGES**

Time is of the essence in completing the Work required by the Contract. If the CONTRACTOR fails or refuses to complete the Work or any part thereof within the time fixed by the terms of the Contract, or any approved extension thereof, the actual damage to the CITY due to the delay will be difficult or impossible to determine. In lieu thereof, the CONTRACTOR shall pay to the CITY, as fixed and agreed, liquidated damages for each calendar day of delay in completion, the sum of **\$ 1,200.00 per day**. The CONTRACTOR shall be liable for the amount thereof. The CITY reserves the right, however, to terminate the CONTRACTOR's completing the Work, charging against the CONTRACTOR and its sureties any excess cost occasioned the CITY thereby, together with liquidated damages accruing until such time as the CITY may reasonably complete the Work.

Permitting the CONTRACTOR to continue and complete the Work, or any portion thereof, after the time fixed herein for completion, or after the expiration of any extensions of said time, shall in no way operate as a waiver on the part of the CITY of any of its rights under the Contract.

## **51. COMPENSATION FOR DELAY, DISRUPTION, AND UNANTICIPATED OVERHEAD**

Notwithstanding anything to the contrary in the Contract Documents, CONTRACTOR agrees the provisions of this Article, set forth CONTRACTOR'S sole and exclusive rights to compensation for costs, expenses or damages, of any kind, arising from or relating to (i) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to extras, changes, additions or deletions in the Work, errors, omissions, conflicts or ambiguities in the Contract Documents, suspensions of the Work, acts or omissions of CITY or its representatives, agents, contractors or consultants, Differing Site Conditions, or other unforeseen circumstances, of any kind.

CONTRACTOR shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs, expenses or damages for delays, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess or extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Unavoidable Delays or which are caused by the acts or omissions of CONTRACTOR or of its SUBCONTRACTORS, of any tier.

CONTRACTOR'S rights to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess and extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work for which CONTRACTOR is entitled to an adjustment of the Contract Price as set forth in CHANGES AND EXTRA WORK of these General Conditions and shall constitute the sole, exclusive and complete compensation that the CITY is obligated to pay CONTRACTOR for all such costs, expenses and damages incurred by CONTRACTOR and its SUBCONTRACTORS, of every tier.

Time extension in calendar days will be granted only if delays are caused by unforeseen events beyond the control of both the CONTRACTOR and the City. Such delays will entitle the CONTRACTOR to an extension of time as provided herein, but the CONTRACTOR shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes (when not brought solely against the CONTRACTOR, its subcontractors or material suppliers), fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor, required "extra work", or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the CONTRACTOR furnishes to the Project Manager documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the CONTRACTOR'S operations and the approved construction schedule.

The amount of time given to the CONTRACTOR is limited to the amount of time the Project is directly impacted by the above described delays. Direct impact means no other project work can proceed.

The CONTRACTOR may be compensated for delays caused solely by the failure of the City to furnish necessary rights-of-way, failure to deliver materials shown in the CONTRACTOR Documents to be furnished by the City, or for the suspension of the work by the City for its own convenience or benefit. If compensable delays could not have been avoided by the judicious handling of forces, equipment or plant, there shall be paid to the CONTRACTOR such amount as the General Manager may find to be fair and reasonable compensation for such part of the CONTRACTOR'S actual loss as was unavoidable.

If the CONTRACTOR desires payment for a delay as specified above or an extension of time, it shall, within thirty (30) days after the beginning of the delay, file with the General Manager a written request and report as to the cause and extent of the delay. The request of payment or extension must be made at least fifteen (15) days before the specified completion date, so as to allow for appropriate investigation. Failure by the CONTRACTOR to file these items within the times specified will be considered grounds for refusal by the City to consider such a request.

Any and all extensions of time granted under the Provisions of these Specifications shall not release the sureties on the bonds accompanying the Contract for the work required herein. The bonds shall remain in full force and effect until the discharge of the Contract.

## **CHANGES TO THE CONTRACT**

### **52. CHANGES AND EXTRA WORK**

The PROJECT MANAGER may, at any time, with or without notice to the Sureties, by written order designated or indicated to be a Change Order, order performance of extra work or make any change, addition or deletion in the Work, including but not limited to changes in the Specifications including Plans and Designs; in the time, method or manner of performance of the Work; in the CITY furnished facilities, equipment, materials, services, or site; or directing acceleration in the performance of the Work.

Upon receipt of such Change Order, the CONTRACTOR shall promptly proceed with the Work covered thereby, which shall be performed in accordance with the provisions of the Contract Documents except as otherwise specifically provided.

In the event that CONTRACTOR receives any written order or direction by the CITY, PROJECT MANAGER that is not so designated or indicated to be a Change Order, but which CONTRACTOR believes to constitute an extra, change, addition or deletion in the Work, then CONTRACTOR shall, prior to performance of any Work related thereto, give written confirmation notice to the PROJECT MANAGER confirming CONTRACTOR'S belief that such order or direction is believed to be a Change Order within one (1) working day of CONTRACTOR'S receipt of such order or direction.

CONTRACTOR conclusively waives any right to additional compensation, costs, expenses, damages or extension of time associated with an extra, change, addition or deletion to the Work that is performed by CONTRACTOR without either (i) a written order signed by the CITY, PROJECT MANAGER designated or indicated to be a Change Order and any change, addition or deletion, or (ii) a written confirmation notice issued by CONTRACTOR in accordance with the provisions of this Article.

Should a change be required and it is not feasible to delay construction of that portion of the Work until such time as a regular Change Order can be issued, and the estimated increase in Contract cost does not exceed the amount which can be authorized by the PROJECT MANAGER, an Emergency Change Authorization, in writing, will be issued in the field by the PROJECT MANAGER, and the CONTRACTOR shall then proceed with the Work without delay. Such Emergency Change Authorization shall be followed by a subsequent regular Change Order.

Except as provided in this Article, no order, Statement, or conduct of the PROJECT MANAGER shall be treated as a change under this Article or shall entitle the CONTRACTOR to an adjustment in the Contract Price or Contract Completion Date.

If any change under this Article causes an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work under this Contract, whether or not said costs or time are specified by any order, the PROJECT MANAGER will make an adjustment to the Contract Price and modify the Contract in writing. Except for claims based on defective Specifications, no claim for any change under this Article shall be allowed for any costs incurred more than twenty (20) calendar days before the CONTRACTOR gives written notice as required. Except as otherwise provided in the Contract Documents, in the case of defective specifications for which the PROJECT MANAGER is responsible, the adjustment shall include any increased cost the CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

If the CONTRACTOR intends to assert a claim for an adjustment in the Contract Price under this Article, it must, within twenty (20) calendar days after receipt of a written Change Order or the furnishing of a written confirmation notice as hereinbefore specified, submit a written statement to the PROJECT MANAGER setting forth the general nature and monetary extent of such claim and all factual grounds therefor. The CONTRACTOR may include the statement of claim in the written notice as hereinbefore specified. Failure to comply with the twenty (20) calendar day notice requirement shall be deemed a waiver of claims by the CONTRACTOR.

No adjustment shall be made under this Article for any suspension, delay, interruption, change or any other cause, to the extent that an adjustment is provided for or excluded under any other provision of the Contract.

Recovery of compensation, costs, expenses or damages resulting from delay, disruption, hindrance, or interference in the performance of the Work (including without limitation interruption of schedules, extended, excess or extraordinary field overhead and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work), shall not be permitted, and all rights thereto are conclusively waived by CONTRACTOR, except to the extent allowed by COMPENSATION FOR DELAY, DISRUPTION AND UNANTICIPATE OVERHEAD of these General Conditions.

No claim by the CONTRACTOR shall be allowed if the claim is made after final payment under this Contract.

### **53. DIFFERING SITE CONDITIONS**

The following provisions shall apply only in the event that there is not a Geotechnical Baseline Report for the Project. If a Geotechnical Baseline Report is so identified, then the provisions of this Article shall not apply and the CONTRACTOR'S rights arising from Differing Site Conditions shall be governed solely by the provisions of the General Requirements pertaining to the CONTRACTOR'S rights in the event of Differing Site Conditions.

Upon discovery and before further disturbance of any unforeseen conditions, the CONTRACTOR shall immediately notify the INSPECTOR and the PROJECT MANAGER, followed by a written notice to the PROJECT MANAGER within twenty-four (24) hours of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Contract; or materially differing from that represented in the Contract Documents which the CONTRACTOR believes may be hazardous waste, as defined in the California Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

The PROJECT MANAGER shall promptly investigate the conditions. If the PROJECT MANAGER finds that conditions materially differ and will cause an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work under this contract, whether or not changed as a result of such conditions, the PROJECT MANAGER shall, make an adjustment in the Contract Price by Modification to the Contract in writing.

If the CONTRACTOR intends to seek an adjustment to the Contract Price or Contract Completion Date based upon this Article, it must, within twenty (20) calendar days after it first discovered or should have discovered in the exercise diligence and extreme care the existence of Differing Site Conditions, submit a written statement setting forth a detailed cost breakdown in the form required by Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements, setting forth the basis of CONTRACTOR'S calculation of the costs saved or, detailed information demonstrating the effect on the CONTRACTOR'S schedule of performance in the same manner as required by the Contract Documents for obtaining approval of extensions of time, identification of the

Escrow Bid Documents that formed the basis of the CONTRACTOR'S bid estimate to perform the Work affected by such conditions, and a complete and detailed explanation of the factual basis for the request.

Failure by CONTRACTOR to strictly comply with the requirements of this Article concerning the timing and content of any notice of Differing Site Conditions or of any request for adjustment in Contract Price or Contract Completion Date based on Differing Site Conditions shall be deemed waiver of any claim by the CONTRACTOR for increase in the Contract Price or extension of the Contract Completion Date by reason of such conditions.

CONTRACTOR'S right to compensation for (i) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to any Claim based on Differing Site Conditions shall be limited to such sums as are allowable under COMPENSATION FOR DELAY, DISRUPTION, AND UNANTICIPATED OVERHEAD of these General Conditions.

No claim by the CONTRACTOR for an adjustment hereunder be allowed if asserted after final payment under this Contract.

## **LEGAL REQUIREMENTS**

### **54. CLAIMS AND PROTESTS**

A Claim or Protest that involves an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions shall arise upon issuance of a final decision of the PROJECT MANAGER denying, in whole or in part, a request for adjustment in the Contract Price or Contract Completion Date; provided however, that failure to comply with the requirements of CHANGES AND EXTRA WORK of these General Conditions shall be conclusively deemed to constitute grounds to deny such Claim or Protest.

A Claim or Protest that does not involve an extra, change, addition or deletion to the may be asserted only if the CONTRACTOR shall immediately and prior to performing the Work affected thereby give written notice to the PROJECT MANAGER of such circumstances and of CONTRACTOR'S intention to file a Claim or Protest based thereon. Unless otherwise directed by the PROJECT MANAGER the CONTRACTOR shall proceed without delay to perform the Work and to conform to any order, instruction, or decision of the PROJECT MANAGER with respect thereto.

The CONTRACTOR shall, within twenty (20) calendar days after it first knew, or in the exercise of diligence and extreme care should have known, of the circumstances giving rise to the Claim or Protest, file a written Claim or Protest with the PROJECT MANAGER, stating in detail all objections, grounds and reasons therefore. The CONTRACTOR shall, upon instruction by the PROJECT MANAGER provide, within ten (10) days or such other time as agreed to between the PROJECT MANAGER, the INSPECTOR, and the CONTRACTOR, any and all documents, records or other materials identified by the PROJECT MANAGER as necessary for the resolution of the CONTRACTOR's Claim or Protest.

Claims or Protests seeking time extensions shall be accompanied by such documentation as is required by Article 18, CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of the General Requirements. Claims or Protests seeking recovery of compensation or adjustments to the CONTRACT PRICE, whether or not based on extras, changes, additions or deletions to the Work, shall be in the form of Change Order Cost Quotations prepared in accordance with and subject to all of the requirements of Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements, including without limitation the prohibition on use of total cost and modified total cost methodologies.

CONTRACTOR waives all rights to assert any claims or seek any relief in the form of extensions of time or recovery of additional compensation, costs, expenses, damages from the CITY that are not presented as a Claim or Protest in the manner specified and within the time stated herein. CONTRACTOR further hereby agrees that in the interest of avoiding the additional expense and potential inequity of piecemeal resolution of Claims or Protests, all decisions by PROJECT MANAGER shall be final and binding not only as to all matters asserted in the Claim or Protest, but also as to all matters (including without limitation all rights to extensions of time and recovery of extra compensation, costs, expenses and damages) not asserted in the Claim or Protest that were known to CONTRACTOR, or that could have been reasonably discovered by CONTRACTOR in the exercise of

diligence and extreme care, at the time of submission of the Claim or Protest and that are in any way related to the subject matter of the Claim or Protest. All orders, instructions and decisions of the PROJECT MANAGER will be limited to matters properly falling within their respective authority as specified in AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER AND INSPECTOR of these General Conditions.

The CONTRACTOR will be informed of the PROJECT MANAGER's decision within thirty (30) days after the CONTRACTOR last submits data pertinent to the protest previously mentioned. In the case of a Claim or Protest that involves an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions, if the Contractor accepts the decision of the PROJECT MANAGER, then the CONTRACTOR and CITY shall enter into a Change Order adjusting the Contract Price and Contract Completion Date in accordance with such decision. In the case of a Claim or Protest does not involve an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions and the CONTRACTOR accepts the decision of the PROJECT MANAGER, then the CONTRACTOR and CITY shall enter into a Modification of the Contract setting forth the terms of the decision and, if appropriate, its effect on the Contract Price or Contract Completion Date. If the CONTRACTOR does not accept the decision of the PROJECT MANAGER, then further appeal of the PROJECT MANAGER's or the decision must be made to the RECREATION AND PARK COMMISSION in writing within twenty (20) calendar days after receipt of the PROJECT MANAGER's decision. The RECREATION AND PARK COMMISSION shall afford the CONTRACTOR an opportunity to be heard and to offer evidence in support of its appeal. All determinations of the RECREATION AND PARK COMMISSION with respect to Claims or Protests shall be final and binding.

In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the Federal regulations (if and to the extent expressly incorporated by reference in the Contract Documents), the laws of the State of California, and the Charter of the City of Los Angeles shall govern and be applicable. Pending final disposition of a protest, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the previously mentioned decision.

Any Claim or Protest, including without limitation any Claim or Protest filed on behalf of or having its source in a claim by Subcontractor, Sub-Subcontractor, or Supplier, at any tier, which the CONTRACTOR chooses to make to the CITY, shall be accompanied by the certification language set forth below signed by a responsible managing officer of the CONTRACTOR'S organization, who has the authority to sign Subcontracts or Purchase Orders on behalf of the CONTRACTOR, and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification. Submission of certification in accordance herewith is a condition precedent to the CITY's consideration of or decision on the Claim or Protest and to the filing and maintenance of any legal action or proceeding to enforce or recover monies under such Claim or Protest. Failure to submit such a certification along with the Claim or Protest, shall result in the Claim or Protest being returned to the CONTRACTOR without any decision and shall waive the CONTRACTOR's right to pursue the Claim or Protest either on its own behalf or on behalf of such Subcontractor or Supplier.

I hereby certify under penalty of perjury that I am a managing officer of (CONTRACTOR'S name) and that I have reviewed this Claim or Protest presented herewith on CONTRACTOR'S behalf and/or on behalf of (Subcontractor's/Supplier's name(s) ) and that the following statements are true and correct:

1. The facts alleged in or that form the basis for the Claim or Protest are true and accurate; and,
2. CONTRACTOR does not know of any facts or circumstances, not alleged in the Claim or Protest, that by reason of their not being alleged render any fact or statement alleged in the Claim or Protest materially misleading; and,
3. CONTRACTOR has, with respect to any request for money or damages alleged in or that forms the basis for the Claim or Protest, reviewed the job cost records (including those maintained by CONTRACTOR and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim or Protest) and confirmed with mathematical certainty that the losses or damages suffered by CONTRACTOR and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim or Protest; and,

4. CONTRACTOR has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim or Protest, reviewed the job schedules (including those maintained by CONTRACTOR and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim or Protest) and confirmed on an event-by-event basis that the delays or disruption suffered by CONTRACTOR and /or such Subcontractor or Supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim or Protest; and,
5. CONTRACTOR has not received payment from CITY for, nor has CONTRACTOR previously released CITY from, any portion of the Claim or Protest.

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

No Claim or Protest by the CONTRACTOR shall be allowed if made after final payment under this Contract.

**55. COMMENCEMENT OF STATUTE OF LIMITATIONS**

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this Contract or the breach of it will be decided by a Court of competent jurisdiction. It is understood that this Contract is executed and to be performed within the City and County of Los Angeles.

Any applicable statute of limitations shall commence to run and any alleged cause of action by the CONTRACTOR against the CITY arising out of or related to the Project shall be deemed to have accrued in any and all events no later than 30 days after CONTRACTOR'S submittal of its last application for progress payment.

**56. GOVERNING LAW**

The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California. Wherever applicable each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.

**57. VENUE**

This Contract will be executed and performed within the City and County of Los Angeles, California.

**58. NO WAIVER OF RIGHTS**

Neither the inspection by the CITY, nor any order by the CITY for payment of money, nor any payment for or acceptance of the whole or any part of the Work by the CITY, nor any extension of time, nor any possession taken by the CITY, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the CITY, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**59. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the CONTRACTOR of final payment shall release the CITY, the PROJECT MANAGER, the INSPECTOR, their officers, agents, representatives, or employees, as representatives of the CITY, from all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the Work and every act of the CITY relating to or arising out of the Work.

#### **60. PATENTS AND COPYRIGHTS**

The CONTRACTOR shall include in its bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The CONTRACTOR shall indemnify and hold the CITY harmless from any legal action that may be brought for infringement of patents. The CONTRACTOR'S attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The CONTRACTOR shall bear all costs arising from the use of patented goods and /or processes used on and/or incorporated into the Work. When use of these goods and/or processes are judged to be an infringement and their use is banned, the Contractor, at its own expense, shall, with concurrence of the PROJECT MANAGER, do one of the following:

1. Secure for the CITY the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);
2. replace said goods and/or processes with non-infringing goods and /or processes;
3. modify said goods and/or processes so that they become non-infringing; or
4. remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the CITY.

The preceding Subarticle shall not apply to any goods manufactured to the detailed design of the CITY contained in the Contract Documents.

#### **61. PUBLIC RECORDS ACT**

All records, documents, plans, specifications and all other information relating to the conduct of the CITY's business, including information submitted by the CONTRACTOR, shall become the exclusive property of the CITY and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 *et seq.*).

Under no circumstances, will the CITY be responsible or liable to the CONTRACTOR, submitter or any other party for the disclosure of any records or information submitted to the CITY, regardless of whether such records or information are labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" (or words to similar effect) and regardless of, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the CITY or its officers, employees, and/or contractors.

The CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act", including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the CITY's sole involvement will be as a stake holder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the CITY harmless from all costs and expenses including attorneys' fees, in connection with such action.

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## GENERAL

### 1. ABBREVIATIONS AND REFERENCE STANDARDS

#### A. ABBREVIATIONS

Wherever the following abbreviations are used they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	The Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
CBM	Certified Ballast Manufacturers
CRS	Concrete Reinforcement and Steel Institute
EPA	Environmental Protection Agency
ETL	Department of Building & Safety Electrical Test Laboratory
FCI	Fluid Control Institute, Inc.
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
LABC	City of Los Angeles Building Code
NAAMM	National Architectural Association of Metal Manufacturers
NEC	National Electrical Code
NECA	National Electrical Contractors Association

NEMA	National Electrical Manufacturers Association
NOAA	National Oceanic and Atmospheric Administration (Dept. of Commerce)
OSHA	Occupational Safety and Health Administration (Dept. of Labor)
PCA	Portland Cement Association
RCSC	Research Council on Structural Connections of the Engineering Foundation
SAMA	Scientific Apparatus Manufacturer's Association
SSPWC	Standard Specifications for Public Works Construction
SWRCB	State Water Resources Control Board
UBC	Uniform Building Code, International Conference of Building Officials
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WATCH	Work Area Traffic Control Handbook
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

## B. REFERENCE STANDARDS

1. APPLICABLE PUBLICATIONS - Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
2. SPECIALISTS' ASSIGNMENTS - In certain instances, specification text requires (or implies) that specific Work is to be assigned to specialists or expert entities, which must be engaged for the performance of that Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.
3. CODES AND SAFETY STANDARDS - Without limiting the generality of other requirements of the Specifications, Work specified herein shall conform to or exceed the applicable requirements of the following Codes and Safety Standards.
  - a. Applicable Codes:
    - City of Los Angeles Building Code
    - City of Los Angeles Mechanical Code
    - City of Los Angeles Plumbing Code
    - City of Los Angeles Fire Code
    - City of Los Angeles Electrical Code
  - b. References herein to "Building Code" shall mean City of Los Angeles Building Code. Similarly references to "Mechanical Code," "Plumbing Code," "Fire Code," and "Electric Code" shall mean City of Los Angeles Mechanical Code, City of Los Angeles Plumbing Code, City of Los Angeles Fire Code and City of Los Angeles Electric Code respectively.
  - c. Applicable Safety Standards:
    - OSHA Regulations for Construction
    - OSHA Standards
    - Cal-OSHA
  - d. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
  - e. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
  - f. References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, as amended to date, and all changes and amendments thereto

which are effective as of the date of construction.

- g. The latest edition of the codes as approved and adopted for use by the CITY as of the date of award shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
4. STANDARD SPECIFICATIONS - References in the Contract Documents to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction (SSPWC), including all current supplements, addenda, and revisions thereof, except that the provisions therein for measurement and payment shall not apply.
5. STANDARD PLANS - References herein to "Standard Plans" shall mean the Standard Plans issued by the City of Los Angeles which drawings are hereby incorporated in and made a part of these Contract Documents, and copies of which are available for a fee.
6. CONFLICT BETWEEN CODES, SAFETY STANDARDS, REFERENCE STANDARDS, DRAWINGS AND OTHER CONTRACT DOCUMENTS - In case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. Conflicts shall be brought to the attention of the PROJECT MANAGER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid for the most stringent requirements.

## **CONTRACT DOCUMENTS**

### **2. DESCRIPTION OF WORK**

#### **A. SUMMARY**

The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the LINCOLN PARK PEDESTRIAN PATH LIGHTING PROJECT for the City of Los Angeles, Department of Recreation and Parks, all in accordance with the Contract Documents, including the GENERAL CONDITIONS, GENERAL REQUIREMENTS, specifications and plans. The scope of work includes but not limited to Pedestrian Path Lighting Improvements, Upgrades, Rehabilitation and their appurtenant work.

#### **B. GENERAL SCOPE OF WORK**

Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of LINCOLN PARK PEDESTRIAN PATH LIGHTING IMPROVEMENTS as noted on the Contract Drawings and all other Contract Documents including the GENERAL CONDITIONS and GENERAL REQUIREMENTS.

Work Not In This Contract: "Work not in this Contract," "Work by others" and "Work by others but arranged and paid for by CONTRACTOR" are listed as follows:

- i. All work or equipment indicated on the Contract Drawings as "Not in Contract" or "N.I.C." or anything which implied exclusion from the Contract in any manner.
- ii. All work or equipment indicated on the Contract Drawings or in this project as "work by others," and "work by others, but arranged and paid for by CONTRACTOR." The CONTRACTOR shall provide all necessary coordination, arrangement. And scheduling in accordance with General Conditions. CONTRACTOR shall appropriately pay for all charges, fees and costs specified to be paid for by the CONTRACTOR.

#### **C. PROJECT IDENTIFICATION**

1. The Project Name is LINCOLN PARK PEDESTRIAN PATH LIGHTING IMPROVEMENTS located at 3501 Valley Boulevard, Los Angeles, CA 90031
2. Contract Documents have been prepared by the Bureau of Engineering through its Consultant Psomas.
3. Contract Drawings are dated August 15, 2016.

#### D. SUMMARY OF REFERENCES

1. Contracted Work can be summarized by references to the Contract General Conditions, Sections in the Project Manual, Contract Drawings, Addenda, Notice to Bidders and Modifications to the Contract Documents.
2. It is recognized that the Contracted Work may also be unavoidably affected or influenced by other governing codes and Regulations, natural phenomenon, including weather conditions and other forces outside the Contract Documents.

#### E. BID ALTERNATES

1. This Section specifies administrative and procedural requirements for Alternates. This project includes one ADDITIVE ALTERNATE item. The scope of work for the additive bid alternate item is as follows:

Additive Alternate Item - Pathway Repair and ADA improvements

2. Definition: An Additive Alternate is for certain construction activity defined in the Bidding Requirements that may be added to Total Contract Bid amount if the CITY decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in the Contract Documents. Bidders are required to submit a cost amount for the Alternate listed on the Bid Form, which shall be separate from the Basic Bid for the remaining balance of the Contract Work.
3. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
4. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of the Additive Alternate. Indicate whether Alternate has been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternate. CONTRACTOR shall at the earliest practical date advise the PROJECT MANAGER of the date when the final selection of the Alternative and purchase of each product or system described by the Alternate must be completed to avoid delaying the Work, as applicable.
5. General Requirements:
  - i. Requirement to use if the cost amount for the Alternate is part of the total contract cost: When, during the progress of the project, the PROJECT MANAGER intends to proceed with the Alternate, the PROJECT MANAGER shall notify the CONTRACTOR in writing and an adjustment to contract cost shall be based on the cost amount submitted for the Alternate by the CONTRACTOR.
  - ii. Requirement to use if the cost amount for the Alternate is not part of the total contract cost: If the PROJECT MANAGER intends to proceed with the Alternate, the PROJECT MANAGER shall issue a Change Order to the CONTRACTOR in accordance with the provisions on CHANGE ORDERS of the GENERAL REQUIREMENTS, based on the cost amount submitted for the Alternate by the CONTRACTOR.
  - iii. In any case, execution of the Alternate shall be made by the PROJECT MANAGER within twenty-one (21) calendar days after the Notice-to-Proceed, and adjustment of Contract cost shall be based on the amount submitted for the Alternate by the CONTRACTOR. There shall not be any additional

overhead and profit allowance, extra compensation or time extension to the CONTRACTOR.

#### F. GROUND BREAKING CEREMONY

The Ground Breaking Ceremony for this project may be requested and may occur before the Notice-to-Proceed is issued. The CONTRACTOR shall coordinate and verify with the PROJECT MANAGER the ceremony schedule after the award of the contract. The CONTRACTOR shall prepare, after the award of the contract, all submittals for the construction sign and secure all necessary approvals. The CONTRACTOR shall provide necessary coordination for the Ground Breaking Ceremony, occurring before or during the construction and limit costs to the allowance provided in the Schedule of Work and Prices

### 3. DIVISIONS OF SPECIFICATIONS

The specifications are arranged into the Construction Specifications Institute (CSI) sixteen (16) Division format with an additional Division 17 for Instrumentation and Controls (if applicable).

- A. The organization of the Specifications into divisions, sections, parts, and paragraphs shall not control or limit the CONTRACTOR in dividing the Work among Subcontractors of any tier. The CONTRACTOR shall be solely responsible for all subcontract arrangements of Work regardless of the organization of the specifications.
- B. Titles of Specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

### THE CONTRACTOR'S RESPONSIBILITIES

#### 4. SITE SECURITY

- A. In addition to the responsibilities specified in other Articles of these Requirements, and the General Conditions, the CONTRACTOR shall be responsible for the security of all its construction equipment, materials, tools, facilities, and vehicles (personal, private, or contractual) while performing the Work of this Contract. This requirement shall be effective twenty-four (24) hours per day for the duration of the Contract. CONTRACTOR shall familiarize themselves with the location of the job site and scan the premises by means necessary to protect the property, including but not limited to, provision of fencing, guards, security system or other means as necessary.

#### 5. ENVIRONMENTAL CONTROL AND MITIGATION

##### A. CONTROL

##### 1. Fugitive Dust and Smoke Control:

Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.

- a. Criteria for Fugitive Dust - Detailed descriptions and explanations of specific impact mitigation measures are contained in South Coast Air Quality Management District (SCAQMD) Rules and Regulations (Rule 403, Limitation on Fugitive Dust Emissions). Key features of mitigation options described are as follows:
  - i. Do not cause or allow emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in atmosphere beyond property line of the emission source.
  - ii. Take precautions to minimize fugitive dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste. Utilizes at least one Reasonably Available Control Measure (RACM) for each

potential source of fugitive dust. Do not cause or allow particulate matter to exceed 50 mg/m<sup>3</sup> when determined as difference between upwind and downwind samples collected on high volume particulate matter samplers or other EPA approved equivalent method for PM-10 monitoring at the property line for a five hour period during the time of active operations.

- iii. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of their operations. Precautions include, removal of particulate matter from equipment before movement to paved streets or prompt removal of material from paved streets onto which such material has been deposited.
- b. As a minimum - Use the following procedures and techniques:
  - i. Cover loads of materials, debris and soil transported from construction sites. Trim or remove loose material from loads before leaving Project.
  - ii. Daily or more frequently, if necessary, water down and sweep adjacent streets and sidewalks that have construction vehicles carrying debris and excavated materials.
  - iii. Establish regular cycles and locations for cleaning trucks that haul soil from site.
  - iv. Water down construction sites whenever required to suppress dust, particularly during handling of excavation soil or debris or during demolition.
  - v. If conveyors are used, cover all transfer points along conveyor system moving soil. Minimize drop height to the stockpile. Provide a sprinkler system that will apply water to soil before it drops to stockpile.
  - vi. Any adapted measures developed by SCAQMD on Best Available Control Measures (BACM) for Fugitive Dust and Rule 403 will be incorporated into the site operations for Fugitive Dust Control.
  - vii. Burning of wastes is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
  - viii. Use construction equipment designed and equipped to prevent or control air pollution in conformance with most restrictive regulations of EPA, State and local authorities. Maintain evidence of such design and equipment and make available for inspection by Authority or its designee.
  - ix. Establish and maintain records of routine maintenance program for internal combustion engine powered vehicles and equipment used on Project. Keep records available for inspection by Authority or its designee.
  - x. Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.
  - xi. Implement Fugitive Dust Measures listed in tables 1 and 2 of SCAQMD Rule 403 and perform record keeping in accordance with Sections (e)(1) of said rule. Make records available to Authority or its designee for inspection.

## 2. Rubbish Control

- a. Through all phases of construction, including suspension of Work and until final acceptance of the Project, keep the site of the Work and other areas used by it in a neat and clean condition, and free from an accumulation of rubbish and debris. Dispose of rubbish and waste materials of any nature occurring at the worksite and establish

regular intervals of collection and disposal of such materials and waste. Keep CONTRACTOR haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Take care to prevent spillage on haul routes. Remove such spillage immediately and clean the area. Confine equipment and material storage to areas approved by the PROJECT MANAGER. Dispose of rubbish and surplus materials off the construction site, at the CONTRACTOR's expense, in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the OSHA Safety and Health Standards for Construction. Include cleanup cost in the CONTRACTOR's Bid.

3. Sanitation

- a. Fixed or portable chemical toilets shall be provided for the use of the CONTRACTOR's employees. These accommodations shall be maintained in a neat and sanitary condition. Toilets at construction job sites shall conform to the requirements of Title 8, California Code of Regulations.
- b. Wastewater conveyance and disposal shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill. Establish a regular schedule for collection of sanitary and organic waste. Dispose of wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations away from the site in a manner satisfactory to the INSPECTOR and in accordance with laws and regulations pertaining thereto. Dispose of such wastes at the CONTRACTOR's expense.

4. Chemicals

The following paragraph does not relieve the CONTRACTOR from its responsibility for obtaining prior approval from the PROJECT MANAGER for chemical usage when otherwise required.

- a. Provide four (4) copies of the MSDS to the PROJECT MANAGER for all chemicals used during Project construction or furnished for Project operation, prior to bringing them on site, whether soil conditioning agents, lubricants, defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, soil conditioning agents, lubricants, reactant, or of other classification, which shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

5. Odor Control

- a. The CONTRACTOR shall furnish all labor, materials, and equipment required and shall carry out effective measures wherever and as often as necessary to prevent the discharge of a nuisance odor from its operation into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. During construction, the CONTRACTOR shall notify the PROJECT MANAGER and the INSPECTOR at least forty-eight (48) hours in advance when potential odor-causing activities are scheduled for construction.

6. Noise and Vibration - Comply with requirements of CITY noise ordinances and mitigation specified below.

- a. Lighting – Shield worksite lighting to prevent disturbance to adjacent properties.

B. MITIGATION

1. General

- a. The CONTRACTOR shall mitigate the adverse environmental impacts associated with the Work of the Contract. The CONTRACTOR shall indemnify and hold harmless the CITY from any and all fines, penalties or damages incurred by the CITY for violation of any environmental mitigation measures or permit caused by the CONTRACTOR's failure to comply with environmental mitigation measures of this Article. The measures that the CONTRACTOR shall take to mitigate environmental impacts include, but are not limited to the following:
  - b. The CONTRACTOR, a minimum of thirty (30) days prior to beginning Work on each new major activity, shall submit a written plan to the PROJECT MANAGER, detailing how the environmental impacts for the activity shall be mitigated. The plan shall include, at a minimum:
    - i. Anticipated site conditions;
    - ii. Equipment to be utilized;
    - iii. Means and methods of construction;
    - iv. Impacts likely to occur;
    - v. Mitigation methods to be employed.
2. Storm Water Pollution Control
- a. Comply with the State General Construction Activity Storm Water Permit.
  - b. Minimum Water Quality Protection Requirements – The Contractor is required to meet the following minimum standards of good housekeeping:
    - i. Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, swales, area drains, natural drainage, or wind.
    - ii. Stockpiles of earth and other construction-related materials must be protected from being transported from the site by wind or water.
    - iii. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil nor the surface waters. All approved toxic storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
    - iv. Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete wastes on-site until they can be appropriately disposed of or recycled.
    - v. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
    - vi. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public ways. Accidental depositions must be swept immediately and may not be washed down by rain or by any other means.
  - c. Wet Weather Erosion Control Plan (WWECP) – Pursuant to Section 61.02 of the LAMC, whenever it appears that the construction site will have grading between October 1 and

April 15, the Contractor shall submit a WWECP to the Project Manager for approval within 30 days after award of contract or get approval 30 days prior to the beginning of the rainy season, whichever is longer. Note: Guidance on preparing the WWECP can be found in the Development Best Management Practices Handbook – Part A, Construction Activities adopted by the Board of Public Works on August 2, 1999, as authorized by Section 64.72 of the Los Angeles Municipal Code. This handbook can be obtained at cost at the public/permit counters of the Bureau of Engineering.

- d. The Contractor shall file a “Notice of Intent” (NOI) with the State Water Resources Control Board to comply with the California General Construction Activity Stormwater Permit (NPDES No. CAS000002) and prepare and implement a Stormwater Pollution Prevention Plan (SWPP). Whenever the CONTRACTOR is required to get any type of permit from the Department of Building and Safety (DBAS), the CONTRACTOR shall show a Waste Discharge Identification Number (WDID) to the DBAS as proof of submittal of the NOI. If the CONTRACTOR does not need any type of permit from the DBAS, the CONTRACTOR shall show the WDID to the PROJECT MANAGER.

### 3. Noise and Vibration

#### a. General

- i. The Work specified in this Article consists of eliminating excessive noise and vibration generated by construction activities, complying with applicable noise regulations and specifications requirements, monitoring and reporting noise and vibration measurements.
- ii. Use equipment with effective noise-suppression devices and employ other noise control measures such as enclosures and noise barriers necessary to meet the noise limits specified and to protect the public. Schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the construction activities and to occupants of buildings in the vicinity of the construction activities.
- iii. Noncompliance Corrective Action – If, at any time prior to or during the construction, complaints are received from the public, the PROJECT MANAGER shall direct the CONTRACTOR to undertake immediate corrective action through equipment modification, additional noise abatement equipment or a change in operating procedures.

#### b. Construction Vibration

- i. Ground-borne vibrations from equipment may have the potential of causing an impact to the existing structure. The CONTRACTOR shall mitigate and/or repair any damage caused by vibration.

## 6. MOBILIZATION

### A. GENERAL

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the work:

1. Obtaining all permits, insurance, and bonds.
2. Moving onto the job-site all CONTRACTOR's plant and equipment as required.
3. Erecting temporary buildings and other construction facilities.
4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.
6. Developing construction water supply.
7. Providing field office trailers for the CONTRACTOR AND INSPECTOR, complete with all specified furnishings and utility services, including telephones.
8. Providing connections to onsite sanitary facilities as specified.
9. Providing for potable water facilities as specified. This includes a means by which all on site contractor, subcontractor or supplier personnel can wash their hands with soap.
10. Arranging for and erection of CONTRACTOR's work and storage yards and sheds.
11. Submittal of all required Subcontractor insurance certificates and bonds.
12. Posting all CAL-OSHA required notices and establishment of safety programs.
13. Have the CONTRACTOR's representative at the job site full time.
14. Furnishing of Construction Schedule, Bid Breakdown and Submittal Schedules.

B. TEMPORARY CONSTRUCTION UTILITIES AND WORKSITE FACILITIES

The Contractor shall provide the following worksite facilities, as indicated below:

- Yes (1) The Contractor shall provide adequate sanitary conveniences for use of persons employed on the work. These conveniences shall be properly secluded from public observation and maintained in a neat and sanitary condition in the manner and places required by the Project Manager. The use of these conveniences shall be strictly enforced, and they shall be maintained at all times until completion of the work, when they shall be removed from the premises and the area left clean and free from any nuisance. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwelling and camps. Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.
- Yes (2) The Contractor shall provide the power and light needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the City Department of Water and Power; assume all costs; and make and remove all connections to power facilities as necessary for required tests.
- Yes (3) The Contractor shall provide the water needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the City Department of Water and Power; assume all costs; and make and remove all connections to water facilities as necessary for required tests.
- Yes (4) The Contractor shall provide the gas needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the Gas Company; assume all costs; and make and remove all connections to gas facilities as necessary for required tests.
- Yes (5) The Contractor shall provide a temporary shed on the site for the safe storage of his material and equipment. The floor shall be weathertight with a wood floor above grade. The shed shall be removed upon completion of the work or by order of the General Manager.
- Yes (6) The Contractor shall provide an office for the Inspector for the entire period of construction or until the General Manager orders its removal. The office, to be located as the General Manager directs, shall be weathertight and have not less than 100 square feet floor area; screened windows that open in opposite walls; a door with latch set and hasp for padlocking; a built in counter of sufficient size for a full set of job blue prints with a drawer for filing 9" x 12" folders; a stool and a plan rack for

drawings; an electric heater, a 12" electric fan and electriclights.

Yes (7) The Contractor shall provide a job telephone for the use of City personnel only. The Contractor shall make all necessary arrangements with the telephone company; assume all costs and pay for all calls. The telephone is to be located so that it is easily accessible from the job office and provided with an outside extension bell.

Yes (8) The Contractor shall maintain temporary drainage to keep excavations, pits and trenches free of water accumulation, by pumping if necessary. The Contractor shall protect against damage caused by water backing up in sewers and drains.

Yes (9) The Contractor shall exercise every reasonable precautions to protect channels, storm drains and bodies of water from pollution; and shall conduct and schedule construction operations so as to minimize or avoid muddying and silting of said channels, drains and waters. Water pollution control work shall consist of constructing any facilities which may be required to prevent, control and abate water pollution.

The Project Manager, authorized representative of the General Manager, in charge of this project is:

**Meghan Aldrich at (213) 847-4713**

All correspondence should be addressed to the Project Manager at [Note new address as of 03/29/12]:

**Department of Public Works, Bureau of Engineering Recreation and Cultural Facilities Program  
1149 S. Broadway, 8th Floor, Los Angeles, California 90015**

## **7. REMOVAL, CLEANUP, AND DEMOBILIZATION**

- A. Upon completion of the contracted Work, remove all CONTRACTOR tools, materials and other articles from the CITY's property. Should the CONTRACTOR fail to take prompt action to this end, the CITY at its option and without waiver of such other rights as it may have, on thirty (30) calendar days notice, may treat them as abandoned property. Sweep floors broom clean, clean exterior and interior surfaces and windows and remove rubbish and debris resulting from the contracted Work and maintain the job site in a clean, orderly and safe condition at all times until completion of the physical Work and written Notice of Partial Acceptance. Failure to comply with this requirement shall be grounds for the CITY to assess clean-up costs in the amount of 5% of the mobilization cost.

## **8. RECORD DRAWINGS**

- A. Record Drawings are full size drawings (Plans) which are marked up during construction to delineate the actual in-place constructed conditions. Record Drawings shall be provided by the CONTRACTOR for this Project. Requirements for Record Drawings as specified elsewhere shall supplement the requirements specified herein.
- B. Record Drawings shall include all changes in the plans including those issued as Change Orders, Plan Clarifications, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the Project but not shown on the plans. Substructures encountered while excavating that are left in place shall be located by survey, to the satisfaction of the PROJECT MANAGER, shown, and identified on the Record Drawings. Substructures, including but not limited to concrete structures, electrical conduit and duct banks, drains and sanitary sewer pipelines, process piping, water lines, etc, whose installed location differs from that shown on the original plans shall be precisely located by survey to the satisfaction of the PROJECT MANAGER and recorded on the as-built drawings before backfilling.
- C. Mark Record Drawings with red ink or chemical fluid on one (1) set of full size prints to produce a record of the complete installation. Prepare additional drawings that may be required to indicate record conditions on 24" x 36" paper. Additions to Contract Drawings shall employ and use drafting standards, which are consistent with the drafting standards, used in the Contract Drawings.
- D. Keep Record Drawings on the job and update during construction and make available for the PROJECT MANAGER'S inspection and copying at all times. The PROJECT MANAGER will review the Record Drawings before submittal of monthly payment requests. If in the opinion of the PROJECT MANAGER, the Record Drawings are not current, approval of the monthly payment may be withheld

until the drawings are made current. Submit a signed certification with each monthly payment request stating that the Record Drawings are current and accurate as of the date of the payment request.

- E. Where the plans are diagrammatic or lacking precise details, produce dimensioned full size sheets as the Record Drawings. For installations outside of structures, the locations shall be given by coordinates and elevations. Where substructures are encased in concrete, the outside dimensions of the encasement shall also be given.
- F. In the case of those drawings which depict the detail requirements for equipment to be assembled and wired in the factory, the Record Drawings shall be updated by indicating those portions which are superseded by final Shop Drawings and by including appropriate reference information describing the Shop Drawings by manufacturer, drawing and revision numbers.
- G. At the completion of the Work and after final inspection, copy the Record Drawing (as installed) data, using red ink, onto a new set of high quality prints provided by the CITY. Certify to the completeness and accuracy of the "as installed" information indicated on the prints with its signature. Then deliver as a submittal to the PROJECT MANAGER for review and approval both the field developed prints and the final signed prints as a condition precedent to the CITY'S release of any retained funds.

## **9. EXCAVATION SHORING, FORMS, AND FALSEWORK**

- A. Whenever Work under the Contract involves trench excavation five (5) feet or more in depth, or any kind of shoring, design and prepare plans for the required shoring, bracing, and sloping. In addition to the Division 2 specified requirements, submit plans and calculations to the PROJECT MANAGER in advance of excavation to ensure workers' protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards established by the Cal-OSHA Construction Safety Orders, the plan shall be prepared by a California registered civil or structural PROJECT MANAGER employed by the CONTRACTOR, and include all costs therefore in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Article shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Article shall be construed to impose liability on the CITY, PROJECT MANAGER, INSPECTOR, or any of their officers, agents, representatives, or employees.
- B. Secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs". This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.
- C. Comply fully with the requirements of the Cal-OSHA Construction Safety Orders, regarding the design of forms, false work, and shoring for concrete placement, and the inspection of same before placement of concrete. Where the Construction Safety Orders requires the services of a civil PROJECT MANAGER registered in the State of California to approve design calculations and Working Drawings of the false work or shoring system, to inspect such system prior to placement of concrete, employ a registered civil PROJECT MANAGER for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.
- D. No Work under this Article shall start until the PROJECT MANAGER has accepted the plans and the CONTRACTOR has obtained permits required and furnished a copy to the PROJECT MANAGER.

## **10. SUBMITTALS**

- A. Furnish a schedule and list of required submittals to the PROJECT MANAGER, in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these General Requirements, including required submittals by Subcontractors.

- B. Wherever called for in these specifications or on the plans, or where required by the PROJECT MANAGER, furnish to the PROJECT MANAGER for review 10 copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, Shop Drawings, Working Drawings fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, Submit said submittals to the PROJECT MANAGER at a time sufficiently early (see paragraph F. below) to allow review of same by the PROJECT MANAGER and to accommodate the rate of construction progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. Submittals shall be in English.
- C. Design or Shop Drawings or other submittal shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. A submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the PROJECT MANAGER'S discretion, for resubmittal.
- D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the PROJECT MANAGER.
- E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching Work; and other pertinent details. When required, PROJECT ENGINEERING computations shall be submitted. Be responsible for delivering reviewed copies of Shop Drawings to all others whose Work is dependent thereon. Maintain at the site of the Project, a complete file of approved Shop Drawings and manufacturers' data for this Project, at all times.
- F. Except as may otherwise be provided herein, the PROJECT MANAGER will make a reasonable attempt to return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within 30 calendar days following their receipt by the PROJECT MANAGER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the PROJECT MANAGER by the second submission of a submittal item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the PROJECT MANAGER's review beyond the third submittal. Submittal will be returned to the CONTRACTOR with one of three (3) markings:
- G. If three (3) copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN/PROCEED," formal revision and resubmission of said submittal will not be required.
- H. If three (3) copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY," formal revision and resubmission of said submittal will not be required.
- I. If one (1) copy of a submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT/DO NOT PROCEED," revise said submittal and resubmit TEN (10) copies of said revised submittal to the PROJECT MANAGER.
- J. Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the PROJECT MANAGER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN/PROCEED," or "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY." Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra Work.

- K. CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the PROJECT MANAGER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the PROJECT MANAGER of any CONTRACTOR submittal will be made for any items that have not been so certified by the CONTRACTOR. Non-certified submittals will be returned to the CONTRACTOR without action taken by the PROJECT MANAGER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- L. The PROJECT MANAGER's review of CONTRACTOR submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the specifications. Assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other Work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR's risk and expense. Be responsible for the dimensions and the design of adequate connections and details.

#### **11. SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL**

- A. Make "Or Equal" submittals within thirty (30) calendar days after issuance of Notice-to-Proceed. A request or submittal received after the specified period will be considered as NOT EQUAL to that so specified and will be processed as a substitution described hereinafter.
- B. Clearly identify manufacturers' data submitted to the PROJECT MANAGER for review and acceptance each proposed substitute with the corresponding Contract Drawing detail and Specification section. If the PROJECT MANAGER decides to accept for use in the Project a material, process or article which is not the equal of that specified, make substitution in the manner described in Article 52 CHANGES AND EXTRA WORK of the General Conditions, with a credit to the CITY for the difference in value.
- C. The PROJECT MANAGER will determine whether the material offered is equivalent to that specified. Any revision to structures, piping, mechanical, electrical, instrumentation, or any other Work made necessary by such substitution must be approved by the PROJECT MANAGER, and the entire cost both direct and indirect of these revisions shall be borne by the CONTRACTOR.
- D. Materials, processes, or articles may be requested as a substitution by the CONTRACTOR, in lieu of that specified, under the following conditions:
  - 1. Submit in writing and in the manner described in SUBMITTAL of these General Requirements.
  - 2. Submit thirty (30) calendar days before starting the Work, as established by the PROJECT MANAGER, so as not to cause any delay in completion of the Project. No other request will be considered after expiration of the period specified, except that in exceptional cases where it is determined to be in the best interest of the CITY, as approved by the PROJECT MANAGER.
  - 3. Agree to pay for all PROJECT ENGINEERING and design services, if required, to make changes and adjustments in material and Work of trades directly or indirectly affected by the substitute, to the satisfaction of the PROJECT MANAGER, at no cost to the CITY.
  - 4. All requests for substitution shall be made through the CONTRACTOR. Submissions by the CONTRACTOR shall imply the CONTRACTOR's approval of such substitution.
  - 5. No requests for substitutions will be considered during the bidding period.
  - 6. Furnish adequate data with each request for approval of a substitute to enable the PROJECT MANAGER to evaluate the proposed substitution.

## MATERIALS, EQUIPMENT, AND APPLIANCES

### 12. SURVEYING

#### A. DEFINITIONS

1. CONTRACTOR's Surveyor - Shall be a registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying by the State of California in compliance with Business and Professions Code Section 8700, *et. Seq.* cited as the Land Surveyor's Act.
2. Construction Stakes - Durable markers that will maintain elevations, station, and offset for the duration of use as reference markers for construction.
3. Surveying - Described in Section 8726 of the Land Surveyor's Act.
4. Survey Manual - City of Los Angeles, Bureau of PROJECT ENGINEERING Manual, Part J – Survey.

#### B. SURVEY SERVICES

1. The CONTRACTOR's Surveyor shall comply with State Law and the latest edition of the Standard Specifications for Public Works Construction, "Green Book", and its supplement.
  - a. The contractor shall employ the Contractor's Surveyor.
  - b. All work shall utilize CCS 83, Zone 5, and NAVD 88 control systems.
  - c. CONTRACTOR's Surveyor to utilize horizontal & vertical control provided by PROJECT MANAGER and referenced on drawings.
  - d. Work shall conform to the lines, elevations, and grades shown on the plans.
  - e. CONTRACTOR's Surveyor shall notify the PROJECT MANAGER, in writing, of all material discrepancies between existing survey control and the current Work. Any material discrepancies shall be resolved prior to start of construction.
  - f. During progress of construction, CONTRACTOR's Surveyor to provide surveying services as necessary, or as requested by PROJECT MANAGER or INSPECTOR, to assure construction complies with Contract Documents.
  - g. CONTRACTOR's Surveyor shall fulfill duties of "PROJECT MANAGER" described in Standard Specifications for Public Works Section 2.9, Surveying, except that the City forces shall be notified 7 days prior to the CONTRACTOR disturbing any street centerline control monuments so they can be preserved by City forces.
2. Safety - CONTRACTOR's Surveyor shall conform to recommended safety standards for all Work, as set forth in the latest edition of Work Area Traffic Control Handbook (WATCH) adopted by the City of Los Angeles Board of Public Works. Compliance with the Confined Space Regulations in the California Code or Regulations, Title 8, Section 5157 of the Cal/OSHA Safety Orders is mandatory.

#### C. CONSTRUCTION SURVEYS:

1. Conform to Survey Manual Part J, Section J 600 of Bureau of PROJECT MANAGER.
2. CONTRACTOR's Surveyor - Provide all reference stakes and form checks necessary for construction and inspection of improvements. Document construction staking in survey field notes as described in Part C.4 in this Article. Staking may include, but is not limited to - removals, joins, rough grade, slope, utilities, storm drain, sewer, curb, walk, paving, wall, tunnels, building stakes and other staking necessary for construction and inspection.
3. Form Checks - CONTRACTOR's Surveyor to check forms where durable points may be disturbed, removed, or is impractical to be used to verify the design location. Record measured

location in survey field notes as described in Part C.4 in this Article. Notify PROJECT MANAGER of all variations from plan locations.

4. Staking Interval and Offset Lines - Staking intervals shall be in accordance with Survey Manual, Figure J 615.225A. CONTRACTOR's Surveyor to set stake lines at an offset distance from the improvement to ensure proper grade, station and alignment.
5. Utility Stakes - CONTRACTOR's Surveyor shall provide stakes for utilities, public or private, which require location or relocation unless PROJECT MANAGER states otherwise.

### **13. SITE INVESTIGATION**

- A. Before beginning the Work, inspect related and appurtenant Work and report in writing to the PROJECT MANAGER conditions which will prevent proper completion of the Work. Except as provided for in Article 53, DIFFERING SITE CONDITIONS, of the General Conditions, failure to report any such conditions shall constitute acceptance of all site conditions, and required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at its sole cost and expense without any adjustment in the Contract Price or extension of the Contract Completion Date.

### **14. INSPECTION OF THE WORK**

- A. Whenever the CONTRACTOR intends to carry on the Work of this Contract on a Saturday, Sunday, or holiday, or more than two eight (8) hours a day shifts on Monday through Friday, or any variation in the time of the workday as set forth in the GENERAL CONDITIONS, length of the workday and work week, notification shall be given to the INSPECTOR and the PROJECT MANAGER of such intention at least forty-eight (48) hours in advance so that inspection may be arranged. No Work shall be allowed during these times without the approval of the INSPECTOR and no demolition will be permitted on Saturdays, Sundays, or holidays without the prior approval of the Board. All CITY inspection required by the CONTRACTOR on holidays, weekends and overtime for the sole convenience of the CONTRACTOR shall be accomplished at the sole expense of the CONTRACTOR by issuance of a deductive Change Order.
- B. Conduct the Work under the general observation of the PROJECT MANAGER and be subject to inspection by the INSPECTOR to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, Plant, shop or field inspection, as required. The INSPECTOR shall be permitted access to all parts of the Work, including Plants where materials or equipment are manufactured or fabricated. Materials and articles furnished by the CONTRACTOR shall be subject to inspection, and no materials or articles shall be used in the Work until they have been inspected and accepted by the INSPECTOR.
- C. Do not backfill, bury, cast concrete, hide or otherwise cover Work until it has been inspected by the INSPECTOR, and other Agencies from which a permit is required. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, notify the INSPECTOR not less than forty-eight (48) hours in advance to request inspection before beginning such Work of covering. Failure of the CONTRACTOR to notify the INSPECTOR at least forty-eight (48) hours in advance of such inspections will be cause for the INSPECTOR to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective Work required, and costs of such delays, including its effect upon other portions of the Work, shall be borne by the CONTRACTOR. Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the CONTRACTOR. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, such Work shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed therefore.
- D. The presence of the PROJECT MANAGER or the INSPECTOR, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided

by any act or omission on the part of the PROJECT MANAGER or the INSPECTOR. If the CONTRACTOR fails to replace any defective or damaged Work or material after reasonable notice, the INSPECTOR may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the CONTRACTOR, otherwise the CONTRACTOR shall pay the CITY if there remains insufficient or no amount to be paid by the CITY to the CONTRACTOR.

- E. The INSPECTOR will have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the INSPECTOR, through an oversight or otherwise, has not rejected materials or Work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the INSPECTOR upon discovery. Promptly remove rejected articles or materials from the site of the Work after notification of rejection. Costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.
- F. At the completion of Work, after completion of all corrections, a final inspection will be made by the INSPECTOR, the PROJECT MANAGER, and the CONTRACTOR, as applicable. The INSPECTOR will provide a Final Inspection Correction List itemizing all Work necessary to complete the Project satisfactorily.

## **15. SAMPLING, TESTING AND FABRICATION INSPECTION**

### **A. GENERAL**

- 1. Materials and fabricated articles furnished by the CONTRACTOR may be subject to inspection and testing and no materials or fabricated articles shall be incorporated into the Work until they have been accepted by the INSPECTOR. The CONTRACTOR shall ensure that all items requiring shop inspection are inspected at their source as required by the CONTRACT.
- 2. Fabrication may be subject to inspection by the INSPECTOR, to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. The PROJECT MANAGER or INSPECTOR shall be permitted access to all parts of the Work, including Plants where materials or equipment are manufactured or fabricated. When a third party inspector is approved, meetings may be scheduled with the PROJECT MANAGER or INSPECTOR at the manufacturing facility to review the progress of the Work and the inspection activities.
- 3. Fabricate items using Shop Drawings that have been submitted to the PROJECT MANAGER and approved in accordance with SUBMITTALS of the GENERAL REQUIREMENTS. Provide shop inspection on materials and/or equipment so designated on the CONTRACTOR's approved Shop Drawings.
- 4. Material which is subject to or requires shop inspection and arrives at the job site without inspection by the INSPECTOR will be rejected by the INSPECTOR and shall be removed from the job site by the CONTRACTOR at the CONTRACTOR's sole expense.

### **B. SAMPLES AND TEST SPECIMENS**

- 1. CONTRACTOR shall obtain, perform and pay for all testing. Testing shall be performed at a certified laboratory approved by the PROJECT MANAGER.
- 2. Samples and test specimens required under these specifications shall be furnished, prepared for testing, and delivered, to the approved testing laboratory at no cost to the CITY.
- 3. In addition to any other inspection or quality assurance provisions that may be specified, the PROJECT MANAGER or the INSPECTOR shall have the right to independently select, test, and analyze, at the expense of the CITY, additional test specimens of any or all of the materials to be used. Whenever any portion of the Work fails to meet the requirements of the

specifications as shown by the results of independent testing or investigation all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work shall be borne solely by the CONTRACTOR.

4. When the manufacturer, fabricator, supplier, or subcontractor provides the results of tests from samples taken at the mill, factory, or warehouse, the PROJECT MANAGER or INSPECTOR will accept the test reports provided the following conditions are met:
  - a. The Testing Agency was approved by the PROJECT MANAGER or INSPECTOR prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.
  - b. The tests were performed in conformity with the specifications for the specified materials or items.
  - c. The reports are made in the form of an affidavit specified hereinafter.
5. Whenever the approved independent testing laboratory or inspector takes samples of materials other than at the site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the INSPECTOR in the form of affidavits attested to by the testing agency. Such affidavits shall furnish the following information with respect to the material sampled:
  - a. Manufacturer's name and brand.
  - b. Place of sampling.
  - c. Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.
  - d. Amount of material in the lot sampled.
  - e. Statement that the material has passed the requirements.
  - f. Notarized signature and title of the person making the affidavit and the date of execution of the affidavit.
6. THIRD PARTY INSPECTION REQUIREMENTS
  - a. The proposed third party inspection and/or testing company must gain approval by the PROJECT MANAGER after award. Obtain this approval before producing any material or manufacturing any product or equipment. The approved inspection and/or testing agency shall not sublet or assign its Work to any other agency.
  - b. Comply with requirements as identified in the CONTRACT.
  - c. The Work and activities of the third party inspection and/or testing agency shall be monitored by the INSPECTOR during meetings to ensure compliance with the Contract Documents.
7. THIRD PARTY TESTING AND INSPECTION LABORATORY APPROVAL PROCEDURES
  - a. The PROJECT MANAGER will approve third party inspection and/or testing agencies/laboratories.
  - b. Requests for approval of a third party inspection agency and/or test laboratory shall be in writing from the CONTRACTOR to the PROJECT MANAGER.
  - c. The letter requesting approval of a third party test laboratory and/or private inspection agency shall contain all of the following information:
    - i. Complete title of Project.
    - ii. Project Work order number.
    - iii. Name of proposed testing laboratory or inspection agency.

- iv. Address and telephone number of proposed testing laboratory/inspection agency.
- v. Contact person at proposed testing laboratory/inspection agency.
- d. The PROJECT MANAGER will notify the CONTRACTOR by letter if the testing laboratory/inspection agency has been approved.

## **16. GUARANTY/WARRANTY**

- A. The CONTRACTOR shall and does hereby warrant and guaranty that Work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of the Project by the Recreation and Park Commission, except certain specific items of Work, materials and equipment requiring a guaranty or warranty for a greater period of time as hereinafter specified. In the event, that portions of the Work are sufficiently complete to allow use or occupancy by the CITY in the manner and for the purposes intended prior to final completion and acceptance of the Project, the guarantee period for those portions will commence on the date shown on the Statement of Partial Completion.
- B. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects. The CONTRACTOR shall repair or replace, at no cost to the CITY, any and all such defective Work and all other Work damaged thereby, which becomes defective during the term of the above-mentioned guaranties and warranties.
- C. Within thirty (30) calendar days prior to completion of all Work the CONTRACTOR shall submit to the PROJECT MANAGER original copies of all manufacturers guaranties covering all supplied and installed equipment and, where applicable, systems.
- D. In addition to the requirements of Contract Bonds, of the General Conditions, it shall be understood that the Surety for the faithful performance bond, submitted in conformance with the terms of the Contract for this Project, is liable on its bond for all obligations of the CONTRACTOR including guaranty provisions.
- E. The CONTRACTOR shall, within twenty-four (24) hours of notice from the PROJECT MANAGER of any Work not in accordance with the requirements of the Contract, or any defects in the Work, commence and prosecute with due diligence all work necessary to fulfill the terms of this Article and to complete the Work within a period of time as approved by the PROJECT MANAGER. In the event of failure by the CONTRACTOR and/or its surety to respond to the notice or to complete the Work required by this Article within the time specified, the CITY shall proceed to have such Work done at the CONTRACTOR's expense. The CONTRACTOR or its Surety shall promptly reimburse the CITY all direct and indirect cost associated with performing this Work.

## **17. STORAGE OF MATERIALS AND EQUIPMENT**

- A. Store and protect materials and equipment in accordance with the manufacturer's instructions, with seals and labels intact and legible. Exercise measures necessary to ensure preservation of the quality, quantity, and fitness of the materials or equipment and perform the manufacturers recommended maintenance of the material or equipment. Absorb any and all cost incurred to store, protect, and maintain the materials and equipment without modification to the Contract Amount.
- B. Do not store construction materials in streets, roads, or highways for more than 5 days after unloading. Materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.
- C. Do not store construction equipment at the worksite before its actual use on the Work, nor after use for more than 5 days after it is no longer needed.
- D. Excavated material, except that which is to be used as backfill in the adjacent trench within three days shall not be stored in public streets unless otherwise permitted. Remove excess material after placing

backfill from the site immediately.

## PROGRESS OF THE WORK

### 18. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

- A. After notification of award and prior to start of any work, the Contractor shall submit its Schedule of Values to the Project Manager for review and approval. Upon approval of the Schedule of Values, and prior to start of any contract work, other than mobilization, the Contractor shall submit its Baseline Schedule to the Project Manager for acceptance. The Baseline Schedule shall be based on the approved Schedule of Values. The approved Schedule of Values work items shall be the basis for the construction elements for the accepted Baseline Schedule and the Monthly Billing items. As a minimum the Baseline Schedule shall indicate the work plan of all specifications sections. The Baseline Schedule shall include, but is not limited to: all items noted on I.2.a. through I.2.f. and I.2.h. through I.2.o. The Baseline Schedule shall recognize the protection, removal, or relocation of utilities and how they affect construction. The Baseline Schedule shall also reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence as indicated in the Notice-to-Proceed letter. The Work shall start within 10 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications or as modified through change order.

Upon acceptance of the Baseline Schedule by the Project Manager, the Contractor shall maintain a copy of the accepted schedule in the jobsite office, recording thereon progress of the work at the end of each calendar week.

- B. Methodology: The Baseline Schedule and all Updated Progress/Recovery Construction Schedules (UPRS) shall be in the form of a Critical Path Method schedule showing chronological relationship of all activities of the project. The principles and definitions of the terms used herein shall be as set forth in the Associated General Contractor's publication "As-Planned CPM Schedule - Handbook", latest edition. To the extent there are any conflicts between the Associated General Contractor's publication and the Specifications, the Specifications shall govern. The Contractor shall utilize Primavera Sure-Trak 3.0 or Microsoft Project 2000 as the computer program for formatting the Baseline Schedule, and subsequent updated schedules.
- C. The Contractor shall have the right to complete the job in advance of the scheduled completion date and within the allowable days allotted for the project. In the event that the Contractor elects to finish the project in advance, a Change Order shall be issued to reflect reduced duration and revised completion date. The Contractor shall not be entitled to any additional compensation for early project completion.
- D. A schedule showing the Work completed in less than the Contract Time, which has been accepted by Owner and amended by Change Order, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both City and Contractor. No compensation shall be due to the Contractor for use of this float time by either party.
- E. Float Ownership: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion date.
- F. The Contractor shall forward to the General Manager, along with the monthly Request for Payment, the Updated Schedule, referred to in Section B of this Article, indicating the progress of any part of the work not up to Baseline Schedule, stating the existing status, cause of delay, impact of change orders and approximate time of completion.
- G. If the Contractor should fall behind the progress schedule by more than one month, the Contractor must provide the General Manager with an Updated Progress/Recovery Schedule (UPRS). Failure to comply with the full requirements of this Article shall be cause for withholding all future progress payments until full compliance. Failure to provide more than 2 consecutive Updated Schedules or

UPRS shall constitute grounds for cancellation of the project.

- H. The Department reserves the right to request a two-week “look ahead” schedules if the Department determines that the submitted UPRS does not reflect the as-built condition, manpower utilization or sequential progress necessary to fulfill the intent of the UPRS.
- I. Network Details:
  - 1. The Schedule shall include time-scaled network diagram, based on working days, as well as tabulations. It shall be constructed to show the order in which the Contractor proposed to carry out the Work, to indicate restrictions of access and to show availability of work areas, and availability and use of manpower, materials and equipment. The Contractor shall utilize the Schedule in planning, scheduling, coordinating, and performing the Work under the Contract (including activities of Subcontractors, equipment vendors, and Suppliers). Provide the Project Manager with written confirmation of the concurrence of listed trade Subcontractors and Suppliers with the Schedule. Major trade Subcontractors and Suppliers shall approve the Schedule before they are submitted.
  - 2. The Schedule shall provide the Project Manager and Inspector with a tool to monitor and follow the progress of all phases of the Work. The Schedule submitted to the Project Manager shall comply with all limits imposed by the scope of Work, and with all constraints, restraints or sequences included in the Contract. The degree of detail shall include factors to the satisfaction of the Project Manager, including, but not limited to:
    - a. Physical breakdown of the Project including estimated starting and completion dates of activities.
    - b. Float Time.
    - c. Contract milestones and completion dates, building occupancy date, constraints, restraints, sequences of Work shown in the Contract, the maintenance period and the final completion date. Durations shall be in calendar day.
    - d. Type of Work to be performed, and the sequences.
    - e. Purchases, submittals, submittal reviews, manufacturing, tests, delivery, and installation activities for all major materials and equipment.
    - f. Deliveries of City furnished equipment and/or materials in accordance with the dates or schedule windows of such items set forth in the Contract furnished by the Project Manager, or items to be salvaged and delivered to the City.
    - g. Preparation, submittal and approval of Shop Drawings and material samples showing a thirty (30) day minimum time specified for the Project Manager’s review of normal or routine submittals. A forty (40) day review time for all major submittals and the same time frame shall be allowed for at least one (1) re-submittal on all major submittals.
    - h. Impact of Change Orders issued to the Contract.
    - i. Approvals required by regulatory agencies or other third parties.
    - j. Plans for all subcontract Work.
    - k. Access to and availability of Work areas including all anticipated shutdowns.
    - l. Identification of linkage between preceding, concurrent and follow-on Sub- contractors and utilities that are shown on the Plans or called out in the Specifications.
    - m. Actual tests, submission of test reports, and approval of test results.
    - n. Training and classes required under the Contract.
    - o. Pre-Final and Final Inspection punch lists and final cleanup, allow time for preparation of the punch lists.

- p. Clearly identify any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift Work, specified overtime, or Work at times other than regular days or hours.
  - 3. Durations of the labor, equipment, and materials required to perform each activity shall be based on a normal work day unless otherwise approved by the Project Manager.
  - 4. Critical or near critical paths resulting from the use of manpower or equipment restraints shall be kept to a minimum. Near critical paths shall be defined as those paths having fifteen (15) working days or less of total float as shown on the accepted Baseline Schedule.
  - 5. Time scale shall show a continuous flow of information from left to right. The critical path shall be clearly and graphically identified on the schedule.
- J. SCHEDULE REPORTS
- 1. The Schedule submitted to the Project Manager shall include the time scaled network diagram. Network diagrams shall be based on early start and early finish dates of activities shown and any related calculations generated by the scheduling program which describes the events and activities depicted.
- K. APPROVAL OF BASELINE SCHEDULE
- 1. Acceptance Process:
  - 2. The Project Manager will accept or reject, in writing, the Contractor's submission within fourteen (14) days after receipt of required information. The Construction Schedule, once accepted, becomes the Baseline Schedule which shall be used for monitoring and evaluating all facets of Contract performance, including, but not limited to: payment progress, changes, and delays.
  - 3. Revise the Schedule, periodically per B, F, G, and H of this Article.
- L. REVISIONS TO ACCEPTED BASELINE SCHEDULE
- 1. No change to the accepted Baseline Schedule shall be made without the prior written approval of the Project Manager.
- M. UPDATES TO ACCEPTED BASELINE SCHEDULE AND PROGRESS PAYMENTS
- 1. Updated Schedules or UPRS:
    - a. See Section F of this Article.
    - b. The Update Report shall show the activities or portions of activities completed during the reporting period and their total value as the basis for the Contractor's monthly request for payment. Payments made pursuant to Partial Payments of these General Requirements will be based on the total value of such activities completed or partially completed after verification by the Inspector. The report shall state the percentage of the Work actually complete as of the report date.
- N. RESPONSIBILITY FOR COMPLETION
- 1. Whenever it becomes apparent from the Updated Schedule or UPRS that phasing, milestone, constraint, restraint, or Contract completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:
    - a. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
    - b. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog or Work. Contractor shall be responsible for all additional costs associated in having the Inspector present at the job site for all periods in excess of the basic work day.

- c. Reschedule the Work in conformance with the Specification requirements.
- 2. Before implementing any of the above actions, the Contractor shall notify and obtain written approval from the Project Manager.
- 3. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner, or procedure to return to the contractually required completion date be considered justification for a Change Order or be treated as acceleration where the need for a UPRS has been caused by the Contractor and/or its Subcontractors or Suppliers, at any tier.
- 4. The Project Manager may elect to withhold progress payments until the Contractor's progress indicates that the milestone date(s) and/or the Contract completion date will be met.

## 19. WORK BY CITY OR OTHERS

- A. Be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others. The CITY, its employees and contractors, and others, shall have the right to operate within or adjacent to the worksite to perform such Work.
- B. The CITY, the CONTRACTOR, and each of such employees, contractors and others, shall coordinate their operations and cooperate to hold interference to a minimum.
- C. Include in its Bid all costs involved as a result of coordinating its Work with others. The CONTRACTOR shall not be entitled to additional compensation from the CITY for damages resulting from such simultaneous, collateral and essential Work. The CONTRACTOR's coordinating efforts shall include redeployment of his Work forces to other parts of the Work.

## PAYMENT FOR WORK

### 20. PARTIAL PAYMENTS (Revised as of 02/01/12)

- A. Unless otherwise prescribed by law, three (3) working days prior to the last work day of each month, or other such date mutually agreed upon by the CONTRACTOR and the INSPECTOR, the CONTRACTOR shall prepare and submit to the INSPECTOR, an estimate of the cumulative amount and value of acceptable Work performed by the CONTRACTOR at the jobsite up to that date. Said amount shall also include the value of all acceptable materials and equipment for the Contract that have been delivered and suitably stored but not yet used in the Work, subject to the requirements of PAYMENTS FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOBSITE and PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE of these General Requirements.
- B. Payments for undelivered, specifically manufactured equipment to be incorporated into the Work, excluding "off the shelf " or catalog items, will be made when all of the following conditions exist:
  - 1. The equipment must be specifically designated in the Technical Specifications for partial payment prior to delivery.
  - 2. The equipment to be specifically manufactured for the Project could neither be readily utilized on nor diverted to another job, and,
  - 3. A fabrication period of more than six (6) months is anticipated,
- C. Upon verification and approval by the INSPECTOR, such estimate shall be processed by the INSPECTOR in accordance with the provisions of the California Public Contracts Code.
- D. The CITY may retain a portion of the amount otherwise due to the CONTRACTOR, as follows:
  - 1. Retention of **five percent (5%)** will be held on the original Contract value on each approved payment claim until the amount paid of the original Contract equals fifty percent (50%). The CITY may then, at its sole discretion discontinue further retention on the original Contract value for all subsequently approved payment claims.
  - 2. At any time during the course of the Contract, the CITY may, at its sole discretion, reinstate the

**five percent (5%)** retention.

3. Additional deductions will be made from each monthly payment request for amounts due the CITY as follows:
  - a. Equipment or materials furnished by the CITY.
  - b. Services rendered to the CONTRACTOR by the CITY.
  - c. Amounts due the CITY for liquidated damages or penalties under the terms of the Contract.
  - d. Amounts required to be deducted by federal, state, or local governmental authority or other provisions of these Contract Documents.
- E. From the balance thus determined will be deducted the amount of all previous payments, and the remainder shall constitute the monthly payment due the CONTRACTOR. Within thirty (30) calendar days after receipt of the INSPECTOR's recommendation by the Department of the monthly payment due the CONTRACTOR and subject to the deductions provided, herein, the CITY will pay the amount found due.
- F. On lump-sum items the INSPECTOR's estimate of the monthly payment due the CONTRACTOR will not be required to be made by strict measurement, and an approximate estimate will suffice.
- G. The monthly payments may be withheld or reduced, for the following reasons:
  1. If the CONTRACTOR is not diligently or efficiently complying with the express intent of the Contract.
  2. If there are unresolved Notices of Non-Compliance.
  3. If Technical Manuals are not submitted.
  4. If Record Drawings are not kept up-to-date.
  5. If progress photographs are not submitted, and
  6. If construction schedules are not submitted in accordance with these General Requirements.
  7. The CONTRACTOR shall promptly submit the following in response to requests by the INSPECTOR:
    8. Information and records necessary to determine the cost of the Work for purposes of estimating monthly payment.
    9. Itemized statements, in a form satisfactory to the INSPECTOR, of the actual cost of all acceptable materials delivered by the CONTRACTOR to the site.
- H. The making of any payment to the CONTRACTOR shall not relieve the CONTRACTOR from contractual obligations. These payments shall not be construed as the transfer of ownership of any equipment or materials to the CITY.
- I. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed Work or structure for which payment has been made. The CONTRACTOR shall replace any materials or equipment required to be provided under the Contract that may be damaged, lost, stolen, or otherwise degraded in any way prior to acceptance of the Work under the Contract.
- J. At its own expense, the CONTRACTOR has the option, to substitute for any money being withheld by the CITY, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities eligible for investment pursuant to California Government Code. Any such security or securities so substituted for monies withheld, shall be owned by the CONTRACTOR who shall receive earned interest.
- K. Such security shall, at the request and expense of the CONTRACTOR, be deposited with CITY or with a State or Federally Chartered Bank as the escrow agent who shall pay such monies to the

CONTRACTOR upon notification by the CITY that payment can be made. Such notification will be given at the expiration of sixty (60) calendar days from the date of acceptance of the Work by the Board, or as prescribed by law, provided, however, that there will be a continued retention of necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

- L. Any escrow agreement entered into pursuant to this provision shall contain as a minimum, the following provisions - the amount of securities to be deposited; the terms and conditions of conversion to cash in case of the default of the CONTRACTOR; and the termination of the escrow upon completion of the Contract and the other requirements as herein above provided.

## **21. PAYMENT FOR MOBILIZATION**

### **A. General Mobilization**

1. Payment for general mobilization shall be limited to those items of Work described in MOBILIZATION, of these General Requirements.
2. The CONTRACTOR shall submit to the PROJECT MANAGER for approval a breakdown of the amount established for mobilization. The payment for each item of mobilization will be made when that item of mobilization has been completed and as specified below:
3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is five percent (5%) or more of the original Contract amount, the total amount earned for mobilization may be up to fifty percent (50%) of the Contract item price for mobilization or five percent (5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is ten percent (10%) or more of the original Contract amount, the total amount earned for mobilization may be up to seventy-five (75%) of the Contract item price for mobilization or seven point five percent (7.5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
5. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is twenty percent (20%) or more of the original Contract amount, the total amount earned for mobilization may be up to ninety-five percent (95%) of the Contract item price for mobilization or nine point five percent (9.5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
6. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is fifty percent (50%) or more of the original Contract amount, the total amount earned for mobilization may be up to one hundred percent (100%) of the Contract item price for mobilization or ten percent (10%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
7. After acceptance of the Contract by the BOARD, the amount, if any, of the Contract item price for mobilization in excess of ten percent (10%) of the original Contract amount will be included for payment in the final monthly payment.
8. The Contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in mobilization as specified herein.
9. The adjustment provisions in PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements, and the retention of funds provisions of PARTIAL PAYMENTS of these General Requirements shall not apply to the Contract lump sum item for Mobilization.
10. When other Contract items are adjusted as provided in PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements, if the costs applicable to such item of Work include mobilization costs, such mobilization costs will be deemed to have been recovered by

the CONTRACTOR by the payments made for mobilization and will be excluded from consideration in determining compensation under said Article.

11. When the Contract does not include a Contract pay item for mobilization as specified above, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various Contract items of Work involved and no additional compensation will be allowed.

## **22. PAY ITEM DEFINITIONS**

This Article describes methods of measurement and payment for lump sum and unit priced items listed on the Schedule of Work and Prices, contained in the Contract Proposal.

- A. The Contractor shall not take advantage of any apparent error or omission on the Drawings or Specifications, and the PROJECT MANAGER shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- B. All portions of the Work are either in an applicable allowance, lump sum, or unit price item listed on the schedule of Work and Prices. Work for which there is not a separate item will be considered incidental to the contract and no additional compensation shall be allowed.
- C. ALLOWANCES
  1. Fixed allowances may have been allocated to the Schedule of Work and Prices for certain items of work. Requirements for each Allowance Item are specified below or a reference is given to the General Requirements article that describes the work. Allowance item work is to be performed only as directed by the PROJECT MANAGER. Unless otherwise noted, Allowances will be paid on a time and materials basis in accordance with Section C, PARTIAL PAYMENTS of these General Requirements.
  2. If allowance items are not executed or are only partially executed or the allowance for any item is not expended or partially expended, then a deductive change order shall be issued for the amount that is not expended. If, however, these items are over expended then an appropriate change order shall be executed in accordance with, PAYMENT FOR CHANGES AND EXTRA WORK, of these General Requirements.
- D. LUMP SUM ITEMS:
  1. Payment of the lump sum items established in the contractor's Bid under the various line items in the Bid Form shall be full compensation for all labor, materials, and equipment required to furnish, install, construct, and test the Work covered under the lump sum bid item.
  2. Payment for the lump sum items established in the Contractor's Bid shall also fully compensate the Contractor for any other work which is not specified or shown, but which is necessary to complete the Work.
  3. Payments for Lump Sum Work other than Mobilization will be based upon physical progress for each activity in accordance with the breakdown of the Lump Sum prices agreed to in the Schedule of Values.
- E. UNIT PRICE ITEMS:
  1. Payment for all work shall be in accordance with the unit price bid items in the schedule of Work and Prices and shall be full compensation for all labor, materials, and equipment required to furnish, install, construct and test the Work covered under the unit price bid item. Work for which there is not a price schedule item will be considered incidental to the Work and no additional compensation shall be allowed.
  2. Payment will be made only for the actual quantities of work performed in compliance with the Drawings and Specifications. The Contractor will receive reimbursement equal to the approved quantity times applicable unit price.

## **23. SCHEDULE OF VALUES**

- A. The Schedule of Values will be used as a basis for determining progress payments on a lump sum Contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the PROJECT MANAGER.
- B. Each lump sum bid item on the Schedule of Work and Prices as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the plans and specifications for that item. The sum of the values for the construction activities, within a bid item must equal the total amount bid for that item.
- C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. No non- construction activity shall be cost loaded.

#### **24. NOTICE TO WITHHOLD AND/OR STOP NOTICE**

- A. When a "Notice to Withhold" or "Stop Notice" is served upon the CITY, or the BOARD, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the CONTRACTOR in support of a claim resulting from default by the CONTRACTOR in payment for labor or materials used in prosecution of the Contract, the CITY shall withhold from payment due the CONTRACTOR an amount of money equal to the amount of the claim stated in the "Notice to Withhold" or "Stop Notice," and an additional amount equal to twenty-five percent (25%) of the amount of said claim, to defray the costs of litigation in the event of court action on the claim, for a total withholding of one and one quarter times the stated amount of the claim. At the discretion of the CITY, the CITY may allow the CONTRACTOR to file with the CITY the bond referred to in the Civil Code of the State of California after which said monies will not be withheld on account of such "Notice to Withhold" or "Stop Notice."
- B. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with PARTIAL PAYMENTS of these General Requirements, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract price above the cost of the Work completed at the time of termination. After issuance of notice to discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of Work and final settlement has been made.

#### **25. FINAL PAYMENT**

- A. Final payment to the CONTRACTOR is made following action by the BOARD that formally adopts the recommendation of the PROJECT MANAGER to accept the Contract.
- B. After acceptance of the Work by the BOARD and not more than sixty (60) calendar days after filing Notice of Completion, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:
  - 1. Liquidated damages, as applicable;
  - 2. Lien claims or Stop Notices filed on behalf of suppliers, Subcontractors, and labor performed in connection with the Project; except, that upon submittal of a Stop Notice Release Bond issued by an approved Surety Company executed in favor of the CONTRACTOR, the CITY will release such portion of the retainage funds to said CONTRACTOR that is being held solely to cover Stop Notice Claims.
  - 3. No claim of the CONTRACTOR under this Article shall be allowed unless the CONTRACTOR

has given the required written notice. Nor shall a claim by the CONTRACTOR for an equitable adjustment hereunder be allowed if asserted after final payment under this Contract.

## **26. CHANGE ORDER REQUESTS**

- A. The CONTRACTOR's quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in Article 52 CHANGES AND EXTRA WORK of the General Conditions shall be submitted to the PROJECT MANAGER, in writing, on the Change Order Cost Quotation Form provided by the PROJECT MANAGER, and in conformance with the requirements of PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements. Examples of these forms are bound at the end of these General Requirements. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the PROJECT MANAGER. Submit its written cost quotation and Time Impact Analysis not later than two (2) weeks after being requested to provide such quotation, unless the PROJECT MANAGER allows more time. Delays in submitting quotations beyond the two (2) weeks set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the Project, shall not be cause for a claim or a time extension under the Contract.
- B. The PROJECT MANAGER's request for quotation on a preliminary change shall not be considered authorization to proceed with the changed Work prior to the issuance of a formal Change Order, unless directed otherwise in writing by the PROJECT MANAGER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

## **27. PAYMENT FOR CHANGES AND EXTRA WORK**

Payment to the CONTRACTOR, or credit to the CITY, for any extra, change addition or deletion to the Work under the Contract, or settlement of any claim under the Contract, covered by any Change Order, shall be determined by the methods set forth herein. The PROJECT MANAGER may change the plans and specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the CONTRACTOR and the CITY, which shall be executed by a Change Order.

### **A. LUMP SUM**

A total sum for the changed Work may be mutually determined by the PROJECT MANAGER and the CONTRACTOR. The CONTRACTOR shall furnish a breakdown of the costs satisfactory to the PROJECT MANAGER, of the proposed lump sum, in complete accordance with C through J of this Article. Such lump sum costs shall be full and final compensation as described in D of this Article. All cost proposals for lump sum Change Orders shall be presented in accordance with C through J of this Article.

### **B. COST REIMBURSEMENT (TIME AND MATERIALS) WORK**

The costs of all changed Work submitted under the cost reimbursement (time and materials) method shall be formulated in accordance with the provisions of C through J of this Article.

Additionally, if the method or amount of payment cannot be agreed upon prior to the beginning of the Work, the PROJECT MANAGER may issue a unilateral Change Order in the amount determined reasonable by the PROJECT MANAGER for the changed Work and direct the CONTRACTOR to proceed with the changed Work or the PROJECT MANAGER may direct in writing that the Work be done on a cost reimbursement (time and materials) basis, and the CONTRACTOR shall provide all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. For Work performed, payment shall be made for the documented actual cost, in accordance with the following provisions.

- 1. Labor, up to and including general foremen, who are directly assigned to the changed Work. Employees identified as superintendents shall not be charged as labor on changed Work, but shall be covered under overhead costs. These costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and

any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance, OCIP coverage, or any other insurance costs which are provided for in B.6 below which are currently assessed against labor costs. A detailed breakdown of the subcomponents of labor costs, by all crafts shall be submitted to the PROJECT MANAGER, by the CONTRACTOR and all SUBCONTRACTORS, for approval, as part of the documentation of labor costs, within forty-five (45) days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the PROJECT MANAGER.

2. Materials - The cost of materials used in performing the changed Work will be the cost, including sales tax, to the purchaser, whether CONTRACTOR, Subcontractor or other forces, from the supplier thereof, except as the following are applicable:
  - a. Cash or trade discounts available to the purchaser shall be credited to the CITY notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  - b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost will be deemed to be the price paid to the actual supplier as determined by the PROJECT MANAGER. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  - c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
  - d. If, in the opinion of the PROJECT MANAGER, the cost of materials is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the job site less cash or trade discount. The CITY reserves the right to furnish materials for the Work and no claim shall be made by the CONTRACTOR for costs and profit on such materials.
  - e. For the purposes of this Article, a "Supplier" is defined as any person or persons, firm or business, who supplies materials, of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the CONTRACTOR, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.
3. EQUIPMENT COSTS, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of \$1,000. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform Work on the changed Work included in the Change Order and the CONTRACTOR can demonstrate that the changed Work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in H of this Article.
4. SUBCONTRACTOR COSTS, provided that such costs are direct costs to the CONTRACTOR for performing the changed Work as set forth in E of this Article.
5. BOND COSTS on the incremental change in the value of the Contract shall be determined and paid for as set forth in I.1 of this Article.
6. INSURANCE COSTS (other than labor insurance or OCIP coverage) shall be determined and paid for as set forth in I.2 of this Article.

#### C. GENERAL

1. It is the intent of the CITY to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph will be incorporated, in writing, on all Change Orders.

“The compensation (time and cost) set forth in a Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged Work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on its behalf and on the behalf of all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total adjustment to price or time or performance owed the CONTRACTOR, all Subcontractors, and all Suppliers as a result of the change. The CONTRACTOR, on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for adjustment of any type, excepting only bond and insurance cost as set forth in these General Requirements of the Contract Documents for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract.”

2. Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.
3. Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the CONTRACTOR can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the CONTRACTOR, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The CONTRACTOR shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is an estimating procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated Project Schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the CONTRACTOR, until all available float, slack, or contingency time on the Project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.
4. The CONTRACTOR'S Cost Breakdowns submitted under the lump sum method described in paragraph A and its Change Order Quotations submitted under the cost reimbursement (time and materials) method described in paragraph B (including without limitation requests for cost reimbursement for delay, disruption, hindrance and interference associated with extras,

changes, additions or deletions) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual extra, change, addition, deletion and (on an event-by-event basis) each individual delay or disruption event. Such Change Order Cost Quotations shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the CONTRACTOR'S additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between CONTRACTOR'S total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, CONTRACTOR represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect:

- a. The actual costs incurred or saved for each individual item of extra work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and,
  - b. On an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.
5. Except as provided in Article 51, COMPENSATION FOR DELAY, DISRUPTION, UNANTICIPATED OVERHEAD of the General Conditions, CONTRACTOR shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).
6. CONTRACTOR waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the CONTRACTOR acknowledges and agrees are within the reasonable contemplation of the parties:
- a. Extras, changes, additions and deletions to the Work after execution of the CONTRACT and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes the scope of Work requested by the CITY;
  - b. The issuance and performance of extras, changes, additions and deletions in a manner that is not in sequence with the as-built or as-planned progress of the Work;
  - c. Changes due to Differing Site Conditions;
  - d. Suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of CITY or in the interests of the Project;
  - e. Delay or disruption to the Work due to failure of the CITY, PROJECT MANAGER or INSPECTOR to timely perform any contractual obligation.

#### D. OVERHEAD COSTS

To the costs under Paragraphs C.1., C.2., and C.3., above, an added fixed fee to provide compensation for all overhead costs shall be allowed as established in Paragraph E.1 below. This overhead rate is not applicable to the costs under Paragraphs C.4. through C.6. above.

The overhead rates determined in Paragraphs 1 and 2 below shall be applied to all additive and deductive Change Orders, of this Article.

##### 1. GENERAL AND ADMINISTRATIVE OVERHEAD RATE:

- a. An allowance of eight percent (8%) for overhead costs will be allowed to the CONTRACTOR, only when CONTRACTOR uses its own organization to perform a part of the Work under the Change Order based upon the value of labor, material and construction equipment required to accomplish said part of the change Paragraphs C.1., C.2., and C.3.
- b. An allowance of twelve percent (12%) for overhead costs will be allowed to the Subcontractors (at any tier), only when Subcontractors use their own organization to perform a part of the Work under the Change Order, based upon the value of labor, material, and construction equipment required to accomplish said part of the change Paragraphs C.1., C.2., and C.3.
- c. Overhead percentages shall be considered to include all insurance costs other than specifically mentioned in this Article, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefore. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating, PROJECT MANAGER, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, are associated with field and office supervision and are considered to be included in the CONTRACTOR's overhead percentage set forth herein.
- d. For those Change Orders with both additive and deductive costs, the overhead rate shall be determined by the net amount of the additive and deductive work.

#### E. SUBCONTRACTOR COSTS

1. Where Work under the Change Order is performed in whole or in part by a Subcontractor, at any tier, the cost of the Change Order shall include the cost to the Subcontractor. Subcontractor's costs shall be presented in strict accordance with A., B., and C., above, and D. through J. as applicable.
2. An additional fixed fee of six percent (6%) based upon the sum of the costs of all Subcontractors, at any tier, involved in the Work of the Change Order, shall be allowed to the CONTRACTOR for profit and General and Administrative Overhead Costs. An additional fixed fee of six percent (6%) shall be allowed to first tier Subcontractors for profit and General and Administrative Overhead costs for any Work involved in the Change Order that is performed by Sub-subcontractors. No additional fixed fee shall be allowed for Change Order Work performed by Subcontractors to Sub-subcontractors, at any tier.

#### F. PROFIT

To the costs of C.1., C.2., and C.3., above, plus applicable overhead costs from D.1.a. or D.2.b., if a SUBCONTRACTOR at any tier above, an added fixed fee for Profit shall be allowed as established herein.

1. An allowance of ten percent (10%) for Profit for the party performing the Work under the Change Order, shall be included on all Change Orders that are negotiated full and final in advance of any changed Work being performed.
2. An allowance of five percent (5%) for Profit for the party performing the Work under the Change Order shall be included on all Change Orders where any portion of the Work is performed before the Change Order is executed full and final by both the PROJECT MANAGER and the CONTRACTOR.
3. No added fixed fee for Profit shall be allowed for any cost other than those costs under C.1., C.2., and C.3., of this Article, if Subcontractor at any tier above. No fixed fee for profit shall be allowed on the costs of C.4., C.5., C.6., or F of this Article.

4. On Change Orders with both additive and deductive cost components, the profit allowance on net additive Change Orders shall be based on the Change Order amount after overhead rates have been added. The profit allowance shall be as set forth in Paragraphs 1 and 2 above as applicable. No profit allowance shall be included for net deductive Change Orders.

G. CITY FURNISHED MATERIALS AND EQUIPMENT

The CITY reserves the right to furnish such materials and equipment as it deems expedient, and the CONTRACTOR shall have no claim for profit or overhead on the cost of such materials and equipment.

H. EQUIPMENT COSTS

Full rental costs for rental or leased equipment shall not exceed the rates as set forth in the Rental Rate Blue Book (the Blue Book) published by Dataquest, Inc., Palo Alto, California, as adjusted to the regional area of the Work under this Contract. Owned equipment costs shall not exceed the rates listed in the Cost Reference Guide (the CRG) for Construction Equipment, published by Dataquest, Inc., Palo Alto, California. The most recent published edition in effect at the commencement of actual equipment use shall be used.

1. RENTED OR LEASED EQUIPMENT

- a. For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the CONTRACTOR shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Blue Book. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a CONTRACTOR of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the CONTRACTOR. In no event shall the leased equipment rate billed to the CITY be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Blue Book Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

- b. When in Use:

Actual equipment use time documented by the INSPECTOR or PROJECT MANAGER shall be the basis that the equipment was utilized on the changed Work and paid for under the Change Order. In addition to the lease or rental rate, equipment operating costs shall not exceed the estimated hourly operating rate as set forth in the Blue Book. The hours of operation shall be based upon actual equipment usage on the changed Work as recorded by the INSPECTOR or PROJECT MANAGER. For multiple shift Work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

- c. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed Work. Equipment operating costs due to idle time, documented by the INSPECTOR or PROJECT

MANAGER, shall be paid at the rate determined in Paragraph I above. Idle time shall include a reasonable time allowance to and from the Project site.

2. OWNED AND OTHER EQUIPMENT

a. Equipment rates for owned equipment or equipment provided in other than arm's length transactions will not exceed the total hourly costs as set forth in the Cost Reference Guide. Adjustments to the listed rates provided for under the section of the Cost Reference entitled "Cost and Production Formulas" shall not be allowed. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Cost Reference Guide will be paid for each hour the equipment actually performs Work on the changed Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each Work day (or work shift if the Work is being performed in multiple work shift sequence) by the INSPECTOR or PROJECT MANAGER shall be the record upon which actual equipment use shall be based. For multiple shift Work sequences, the allowable equipment rate shall not exceed the hourly depreciation and operating costs listed in the Cost Reference Guide, for second or third shifts. It is agreed that this rate shall represent payment in full for all the CONTRACTOR's direct costs.

b. When Idle:

Equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed Work, shall not exceed fifty percent (50%) of the hourly rates identified in the "Ownership" column under the heading "Hourly Operating and Overhaul Expenses" set forth in the Cost Reference Guide, provided that its presence and necessity on the site has been documented by the INSPECTOR or PROJECT MANAGER, and further provided that the equipment was idled solely by actions of the CITY. Idle equipment time will only be paid as a function of delays specifically directed or caused by the CITY's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal Work schedule established for the Project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift Work sequence, the allowable idle equipment rate shall not exceed fifty percent (50%) of the hourly depreciation costs listed in the Cost Reference Guide, for second or third shifts. It is agreed that this rate shall represent payment in full for all the CONTRACTOR's direct costs.

3. EQUIPMENT HAULAGE AND SET UP COSTS

a. Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in C of this Article.

4. OTHER EQUIPMENT COST GUIDES

a. In the event that a piece of equipment used on a Change Order is not listed in the Blue Book or the CRG, costs may be derived from the Associated General CONTRACTOR's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of PROJECT MANAGERS as adjusted appropriately for the type of Work and use and the regional area of the Work under this Contract.

I. BONDS AND INSURANCE COSTS

1. Bond premium adjustment, consequent upon the Change Orders issued by the PROJECT MANAGER, shall be paid at the time of completion of the Work and will not be included in individual Change Orders. Additional bond costs on the incremental value of all Change Orders issued under the Contract shall be paid for through issuance of a separate Change Order upon receipt, by the PROJECT MANAGER, or a fully paid invoice from the CONTRACTOR's and

Subcontractor's sureties. No allowances for overhead or profit shall be included in such separate Change Order.

2. Insurance costs, other than insurance assessed on labor costs, consequent upon the Change Orders issued by the PROJECT MANAGER, shall be paid for by the PROJECT MANAGER at the time of completion of the Work and will not be included in individual Change Orders. Additional insurance costs on the incremental value of all Change Orders issued under the Contract shall be paid through issuance of a separate Change Order upon receipt of a fully paid invoice from the CONTRACTOR's and Subcontractor's insurance carriers. On Contracts where the duration exceeds 365 calendar days from Notice to Proceed, the CONTRACTOR and its Subcontractors will be allowed to submit such fully paid invoices at the end of every year after issuance of the Notice to Proceed, and again at the end of the Project.

#### J. RECORDS

1. The CONTRACTOR's records shall make clear the distinction between the direct costs of Work paid for under the Change Order and the costs of the base scope Work under the Contract. Furnish the INSPECTOR with daily report sheets in duplicate of each day's cost reimbursement Work no later than the working day following execution of said Work. The daily report sheets shall itemize the materials and equipment used in the Work. The daily report sheets shall provide for identification and classification of workers; the hourly rates of pay and hours worked; and the size, type, identification number, and hours operated for each piece of equipment. The Daily Report sheets shall itemize the materials used in the Work.
2. Substantiate material charges by copies of vendor's invoices. Submit such invoices with the daily report sheets or, if not available at that time, submit with subsequent daily report sheets. Sign daily report sheets by the CONTRACTOR or his authorized agent and the INSPECTOR at the time of submittal.
3. On a weekly basis submit to the PROJECT MANAGER an approximate accounting of the Contract expended on the cost reimbursement Work to date and an estimate of the Impact to the time of performance of Work.

#### 28. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

- A. If the PROJECT MANAGER determines that any price, including profit or fee, negotiated in connection with any Change Order under this contract, or any cost reimbursable under this Contract, was increased because:

1. The CONTRACTOR furnished cost or pricing data which was not accurate, complete, and current as certified in the CONTRACTOR's Certificate of Current cost or Pricing Data;
2. A Subcontractor or prospective Subcontractor furnished cost or pricing data was submitted in support of a subcontract cost estimate furnished by the CONTRACTOR but which was not accurate, complete, and current as of the date certified in the CONTRACTOR's Certificate of Current Cost or Pricing Data.
3. The CONTRACTOR or a Subcontractor or prospective Subcontractor, at any tier, furnished any data not within paragraph 1 or 2 above, which was not accurate as submitted;

then price shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the Contract price due to defective subcontract data of a perspective Subcontractor, when the subcontract was not subsequently awarded to such Subcontractor, will be limited to the amount (plus applicable overhead and profit allowances) by which the actual subcontract or actual cost to the CONTRACTOR if there was no Subcontract, was less than the prospective subcontract cost estimate submitted by the CONTRACTOR; provided that the actual subcontract price was not affected by defective cost or pricing data.

- B. The following certification from the CONTRACTOR is required to be provided on all Change Order quotations or requests for adjustment in excess of \$10,000.

1. CERTIFICATION OF CURRENT COST AND PRICING DATA.
2. This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impracticable, to the CITY in support of [CONTRACTOR is to insert appropriate identification such as Change Order quotation, proposal quotation, price adjustment, etc.] are accurate, complete, and current as of [CONTRACTOR to insert date].

CONTRACT NO.:

---

PROPOSED CHANGE ORDER NO.:

---

FIRM:

---

NAME:

---

TITLE:

---

DATE:

---

SIGNATURE:

---

**29. PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOB**

- A. Partial payment for materials or equipment delivered to the worksite and stored shall be subject to the following conditions:
  1. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than \$5,000.
  2. The material or equipment is required by the specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.
  3. The CONTRACTOR shall provide secure storage facilities as required in STORAGE OF MATERIALS AND EQUIPMENT of these General Requirements.
  4. No payment will be made for living or perishable Plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, and similar items of construction, until they are incorporated into the Work.
  5. The payment for the materials or equipment shall not exceed ninety-five percent (95%) of the invoice cost. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.
  6. Include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. The CONTRACTOR shall provide all documentation necessary to establish the cost of the materials or equipment.
  7. Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.

8. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
9. Each request for payment shall include a notarized Unconditional Release, which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.
10. Absorb costs incurred to meet the requirements of this Article without modification to the Contract amount.

### **30. PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE**

- A. Partial payment for materials or equipment stored off the jobsite shall be subject to the following conditions:
  1. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than \$5,000, unless otherwise approved by the city.
  2. The materials or equipment is required by the specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.
  3. No payment will be made for living or perishable Plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.
  4. Payment for the materials or equipment stored shall not exceed sixty percent (60%) of the invoice cost of the materials or equipment. Percent of the invoice paid shall be at the discretion of the CITY. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.
  5. Include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. Provide documentation necessary to establish the cost of the materials or equipment.
  6. Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.
  7. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
  8. Each request for payment shall include a notarized Unconditional Release, which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.
  9. Store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT of these General Requirements, in a bonded warehouse or facility approved by the INSPECTOR. The storage site shall be located within 50 miles of the geographic limits of the CITY. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY OF LOS ANGELES". Exercise measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and perform the manufacturers recommended maintenance of the materials or equipment. Inspect the materials and

equipment, and submit a monthly written report to the INSPECTOR listing the equipment stored, results of their inspection, and the maintenance performed.

10. Grant the INSPECTOR and the PROJECT MANAGER access to the storage facility at any time and assist the INSPECTOR and the PROJECT MANAGER in conducting a full view, piece by piece, inventory of all such material or equipment.
11. Provide additional insurance necessary to insure the materials or equipment against loss of damage. The insurance provided shall be provided as stated in Article 37, INSURANCE of the General Conditions. The insurance shall cover the material or equipment, while stored at the approved site, while in transit to the project site, while being off-loaded at the site and until the material or equipment is incorporated into the Work and the Contract is accepted by the BOARD.
12. Be responsible for damage to, defects therein, misfabrication thereof, or loss of the materials or equipment.
13. Be responsible for any resulting Project delays or consequential damages as if the CONTRACTOR were the owner of the material or equipment until it is incorporated in the Work and accepted by the CITY.
14. Absorb any and all cost incurred to meet the requirements of this Article without modification in the Contract amount.
15. Present the storage arrangements in writing and sign a Security Agreement, which shall be submitted to the INSPECTOR for approval by the CITY ATTORNEY. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the material or equipment against damage or loss.

### **31. PAYMENT FOR PERMITS**

See PAYMENT FOR MOBILIZATION of these General Requirements.

### **32. AUDIT AND ACCESS TO RECORDS**

- A. Maintain books, records, documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. Also maintain the financial information and data used by the CONTRACTOR in the preparation or support of cost submissions required for this Contract, or any Modifications or claims, and a copy of the cost summary submitted to the CITY. The CITY authorized representatives shall have access, at all times during normal business hours, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Provide proper facilities for such access and inspection.
- B. Agree to make A through G of this Article applicable to this Contract and Modifications or claims affecting the Contract price. Agree to include A through G of this Article in all his contracts and all tier Subcontracts in excess of \$5,000, and to make A through G of this Article applicable to Modifications and claims related to Project performance.
- C. Audits conducted under this Article shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- D. Agree to the disclosure of information and reports resulting from access to records under A and B of this Article, to the CITY and affected agencies.
- E. Records under A and B of this Article shall be maintained and made available during performance of Work under this Contract until final payment, or until settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Modification, to any dispute, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until final payment or until final resolution of such dispute, litigation, claim or exception, whichever occurs later.

- F. This right of access Article applies to financial records pertaining to this Contract and all Contract Modifications. In addition this right of access applies to all records pertaining to all contracts, contract modifications, and contract amendments:
  - 1. To the extent the records pertain directly to Contract performance;
  - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
  - 3. If the Contract is terminated for default or for convenience.
- G. Access to records is not limited to the required retention periods. The authorized representatives designated in A of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- H. Provided that CITY has made demand for access or audit pursuant to this Article, CONTRACTOR's compliance with provisions A through G of this Article shall be a condition precedent to maintenance of any legal action or proceeding by the CONTRACTOR against the CITY and to CONTRACTOR's right to Progress or Final Payment. Without limitation to the foregoing or to any other provisions for withholding set forth in the Contract Documents, CITY shall have the right, in its sole discretion and in addition to any right of withholding of retention, to further withhold from any payment to CONTRACTOR a sum of up to ten percent (10%) of the total amount set forth in CONTRACTOR's current, unpaid Application(s) for Payment, until CONTRACTOR has complied with any outstanding and unsatisfied request by CITY for audits under this Article. Upon CONTRACTOR's compliance with this Article, any monies withheld pursuant to this Paragraph solely due to CONTRACTOR's failure to permit an audit requested by CITY shall be released to CONTRACTOR.
- I. CONTRACTOR hereby consents and agrees that any failure by CONTRACTOR to provide access to records as provided in A through G of this Article shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel CONTRACTOR to permit access and inspection of the records or to require delivery of the records to CITY for inspection.

## MISCELLANEOUS

### 33. INTERFACE/COORDINATION REQUIREMENTS

- A. Vehicular and pedestrian traffic adjacent to the laydown area and/or within the jobsite must be maintained. If an existing street in the CONTRACTOR's work area is to be demolished or obstructed, the CONTRACTOR shall be responsible for providing access through or around the effected area, including signs, barricades, and lights, as approved by the PROJECT MANAGER and any local agencies having jurisdiction over any public access areas. The CONTRACTOR shall follow WATCH standards and City of Los Angeles Department of Transportation Worksite Traffic Control Plans for all traffic, including a minimum traffic lane dimensions for vehicles and pedestrians.
- B. The CONTRACTOR shall not park any vehicles, including concrete, hauling and delivery trucks, in any street at any time unless approved by the PROJECT MANAGER. Access must be maintained at all times for emergencies, sampling, equipment operations, maintenance and like items.
- C. Before altering any vehicular or pedestrian access, the CONTRACTOR shall notify the PROJECT MANAGER thirty (30) days in advance on forms provided by the PROJECT MANAGER. The CONTRACTOR shall then request the alteration on forms provided by the PROJECT MANAGER. Requests shall include reasons for the alteration, times, boundary limits, special safety measures, proposed traffic rerouting with widths of such route, and a map detailing the above. Such requests shall be submitted to the PROJECT MANAGER not less than fifteen (15) days before the requested date of the access alteration. If any of the information changes, an additional fifteen (15) days may be required after the changes are brought to the attention of the PROJECT MANAGER. Approval when granted, will always be conditional. Final approval of the request, including date and time, will be given three (3) days in advance. The CITY retains the right to ticket and impound vehicles blocking traffic.

**34. PROGRESS PHOTOGRAPHS**

- A. As directed by the PROJECT MANAGER, take a minimum of 4 views of each Project worksite location, at 14 days intervals during the entire period of Contract Work. Take the first photographs before start of construction operations at the jobsite. Take the final photographs when all Contract Work has been completed and accepted by the CITY regardless of time intervals since previous photographs were taken. View locations shall be as directed by the PROJECT MANAGER.
- B. Provide 4, 8-inch by 10-inch color prints of each photograph on double weight glossy paper with each monthly progress report. Clearly label each print with the name of the job, view location, date of exposure and CONTRACTOR's name. Photographs and prints shall be of professional quality.
- C. Submittal of progress photographs shall be a condition precedent to the making of the monthly payments.

**35. COMMUNITY RELATIONS**

- A. The contractor shall cooperate with the City in conducting a public relations program for the project. The program will provide information to address concerns and complaints and to promote a positive project image. Contractor cooperation shall include the following:
  - 1. The Project Manager shall attend public meetings, when requested by the PROJECT MANAGER.
  - 2. Provide safe access for on-site community meetings and tours, on average twice per month per work site. Tours will be conducted by the PROJECT MANAGER and will be coordinated with the Contractor to limit interference with the work.
  - 3. Do not provide any information directly to the public or news media without approval of the PROJECT MANAGER.

**36. PROJECT CLOSEOUT**

A. CLOSEOUT TIMETABLE

The CONTRACTOR shall establish dates for equipment testing and acceptance periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the CITY, the PROJECT MANAGER, and their authorized representatives sufficient time to schedule attendance at such activities.

B. FINAL SUBMITTALS

- 1. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the PROJECT MANAGER.
  - a. Written guarantees, where required.
  - b. Technical manuals and instructions.
  - c. Maintenance stock items; spare parts; special tools.
  - d. Completed record drawings.
  - e. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
  - f. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

C. FINAL CLEANUP

The CONTRACTOR shall perform all tasks specified in REMOVAL, CLEANUP AND DEMOBILIZATION of these General Requirements.

D. MAINTENANCE AND GUARANTEE

1. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the PROJECT MANAGER. If the CONTRACTOR fails to make such repairs or replacements promptly, the PROJECT MANAGER reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.
2. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work.

E. BOND

1. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Article 31 and Article 37 (Paragraph K) of the General Conditions, Article 24 of these General Requirements, Paragraph D of this Article.



**CHANGE ORDER COST QUOTATION FORM**

Estimate Summary for Prime CONTRACTOR Total Costs

DATE      /      /20    

W.O.            C.O.            CONTRACT #           

ESTIMATOR                      P.E.                     

**LABOR PER General Requirements 27**

Journeyman            Supervision  
         MH                     MH

\$ \_\_\_\_\_

2) **MATERIALS (and Other Taxables)**  
 Including Sales Tax

\$ \_\_\_\_\_

3) **EQUIPMENT (Rented, Leased, and/or OWNED)**  
 Blue Book and/or CRG, including Sales Tax if applicable

\$ \_\_\_\_\_

**SUBTOTAL (A)**               1) + 2) + 3)

\$ \_\_\_\_\_

4) **G and A OH per General Requirements 27**  
 Show calculations on separate sheet

\$ \_\_\_\_\_

**SUBTOTAL (B)**                    (A) + 4)

\$ \_\_\_\_\_

5) **PROFIT         % x Line (B)**  
 Per General Requirements 27

\$ \_\_\_\_\_

**SUBTOTAL (C)**               (B) + 5)

\$ \_\_\_\_\_

6) **SUBCONTRACTS (ALL SUB-SUBS)**

\$ \_\_\_\_\_

7) **FIXED FEE FOR ALL SUB-SUBS 6%**  
 Per General Requirements 27

\$ \_\_\_\_\_

**SUBTOTAL (D)**               (C + 6) + 7)

\$ \_\_\_\_\_

8) **FIELD OFFICE OVERHEAD:**  
 \$          X          DAYS  
 Exclude if not required

\$ \_\_\_\_\_

**SUBTOTAL (E)**               (D) + 8)

\$ \_\_\_\_\_

**IMPACT COST, per General Requirements 27**  
 Show calculations on separate sheet

\$ \_\_\_\_\_

**GRAND TOTAL**            **FOR SUBCONTRACTOR (E) + 9)**  
**To Line 6) of Prime CONTRACTOR'S Summary**

\$ \_\_\_\_\_



# **BUREAU OF ENGINEERING**

## **TECHNICAL SPECIFICATIONS**

**PROJECT TASK ORDER NO. 25  
FOR  
LINCOLN PARK PEDESTRIAN PATH LIGHTING  
WORK ORDER NO. E170149F**

**Prepared By:  
Psomas**

555 S Flower Street, Suite 4300  
Los Angeles, CA 90071



**City of Los Angeles  
California**

Department of Public Works  
Bureau of Engineering



**LINCOLN PARK PEDESTRIAN PATH LIGHTING**

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**APPENDIX B – STREET LIGHTING SPECIFICATIONS**

**LINCOLN PARK PEDESTRIAN PATH LIGHTING  
(NOT TO BE USED FOR BIDDING PURPOSES)**

The Technical Provisions Shall Apply for the Bid Items Listed Below:

No.	Item	Unit of Measurement	Estimate Quantity	Item Cost
<b>Miscellaneous</b>				
1	MOBILIZATION	LS	1	
2	PROJECT SIGNS	LS	1	
3	CONSTRUCTION STAKING/ SURVEY	LS	1	
4	GEOTECHNICAL SERVICES DURING CONSTRUCTION	LS	1	
5	LIGHTING IMPROVEMENTS, ELECTRICAL:	LS	1	
	SAVANNAH LED LUMINAIRES AND LAMPS	EA	6	
	VUE LED LUMINAIRES AND LAMPS	EA	24	
	CAL LED LUMINAIRES AND LAMPS	EA	86	
	20 FT-HIGH STEEL POLES	EA	70	
	10 FT-HIGH DECORATIVE POLES	EA	3	
	SINGLE LUMINAIRE ARM	EA	54	
	DUAL LUMINAIRE ARM	EA	16	
	REMOVE EXISTING DECORATIVE POLE AND FOUNDATION	EA	3	
	LIGHT FOUNDATIONS	EA	73	
	1.5" PVC SCH 40 CONDUIT (INCLUDING TRENCHING)	LF	6,050	
	2" PVC SCH 40 CONDUIT (INCLUDING TRENCHING)	LF	2,770	
	3" RIGID GALVANIZED STEEL	LF	60	
	4" SLEEVE PVC SCH 40 CONDUIT (INCLUDING TRENCHING)	LF	670	
	ELECTRICAL AWG WIRING (#1)	LF	12,900	
	ELECTRICAL AWG WIRING (#3)	LF	12,150	
	ELECTRICAL AWG WIRING (#4)	LF	5,280	
	ELECTRICAL AWG WIRING (#6)	LF	12,910	
	PULL BOXES (TYPE 2)	EA	42	
	PULL BOXES (TYPE 3)	EA	4	
	NEW SUBPANEL B - G"	LS	1	
	NEW CIRCUIT BREAKERS AT PANEL "A"	LS	1	
	UPGRADE EXISTING CIRCUIT BREAKER AT PANEL "PL"	LS	1	
6	CIVIL IMPROVEMENTS (ADDITIVE ALTERNATE):	LS	1	
	MOBILIZATION	LS	1	
	CONSTRUCTION STAKING/ SURVEY	LS	1	
	GEOTECHNICAL SERVICES DURING CONSTRUCTION	LS	1	
	REMOVAL OF AC/ PCC/ BASE	CY	289	
	TREE REMOVAL	EA	3	
	4-IN ASPHALT CONCRETE PAVEMENT	TN	226	
	4-IN CRUSHED MISCELLANEOUS BASE	CY	141	
	PCC PAVEMENT	SF	2,326	

CONCRETE CURB	LF	100	
CONCRETE MOWSTRIP	LF	50	
PEDESTRIAN HANDRAIL	LF	275	
SEEDING AND SODDING	SF	1,250	
GRADING	LS	1	
MANHOLE ADJUST TO GRADE	EA	1	
TREE PROTECTION	LS	1	

## 01 GENERAL

All roadwork shall conform to the requirements of the Standard Specifications for Public Works Construction (Green Book) including the current Cumulative Supplement, the Addition and Amendments (Brown Book), latest edition, and the following special provisions.

Wherever in the Contract Documents (including the General Conditions and General Requirements) the term "Technical Specifications" is used, it shall be understood to mean these special provisions in combination with the applicable provisions in any other "Technical Specifications" included in the project manual. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions. Additions or changes to the specification sections to clarify scope of work do not limit the general clauses of the specification that pertain to other work required.

### a) LIGHTING AND ELECTRICAL WORK

Contractor shall furnish and install all items pertinent to Lighting Improvements and Electrical Work (Items no. 5 through 23) as shown on plans.

Full compensation to furnish materials and perform labor required on the plans, as specified and as necessary to complete the contract, including, but not limited to, these major items:

- Complete wiring system for lighting and power, as shown, including panelboards, conduits, wires, feeders, outlets, wiring devices, switches, photocells, contactors, etc., for a complete and fully operable lighting and power system and grounding complete as required by Code.
- Connection and testing of all equipment and controls specified in this and other sections.
- Grounding and bonding complete as required by code.
- Furnish a complete set of electrical contractor-signed reproducible as-builts attesting to the accuracy of the installations.
- Trenching, backfilling and compaction to include replacement or restoration of existing AC or concrete, stone/coble paving, landscaping, curbs and irrigation impacted by construction activities, to match and join existing.
- Trimming of existing tree foliage as necessary to ensure unimpeded illumination as intended by the design.
- Removal, transport and replacement of existing luminaires as required.

Shall be considered as included in the contract price paid per units as listed in the Bid Schedule and no separate payment will be made therefore.

### b) REMOVAL OF ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, BASE

Remove asphalt concrete pavement, Portland cement concrete pavement, crushed miscellaneous base, and subbase material a minimum depth of 8-inches as shown on the plans. The existing pavement shall be removed and disposed of by the Contractor and shall not be reused for pathway construction.

Full compensation for labor, sawcutting, excavation, grading, disposal, removal of asphalt concrete pavement, Portland cement concrete pavement, crushed miscellaneous base, and subbase, shall be

considered as included in the contract price paid per lump sum for clearing, grubbing, and stripping Section 02210. No separate payment will be made therefore.

**c) TREE REMOVAL**

Tree removal shall include removing the tree and stump as shown on the plans. The existing tree shall be removed and coordinated with City of Los Angeles Urban Forestry for disposal location.

Full compensation labor, permitting, excavation, grading, and removal of tree shall be considered as included in the contract price paid per lump sum for clearing, grubbing, and stripping Section 02210. No separate payment will be made therefore.

**d) ASPHALT CONCRETE PAVEMENT**

Contractor shall furnish and install Asphalt concrete pavement. Asphalt mix shall be PG 64-10 and the Contractor shall furnish Certified Weight Tickets for materials delivered to the job site. Asphalt concrete shall be laid in accordance with the requirements of Section 302-5 of the Standard Specification.

Full compensation labor, materials, equipment, and furnishing asphalt concrete, shall be considered as included in the contract price paid per tonnage for asphalt concrete pavement and no separate payment will be made therefore.

**e) CRUSHED MISCELLANEOUS BASE**

Contractor shall furnish and install crushed miscellaneous base. The Contractor shall furnish Certified Weight Tickets for materials delivered to the job site. Crushed miscellaneous base shall comply with the requirements in Section 200-2.4 and shall be placed in accordance with requirements of Section 203-3 of the standard Specification.

Full compensation labor, materials, equipment, and furnishing crushed miscellaneous base, shall be considered as included in the contract price paid per cubic yards for crushed miscellaneous base and no separate payment will be made therefore.

**f) PCC PAVEMENT**

Contractor shall furnish and install Portland cement concrete pavement per Section 3 of these Specifications and as shown on the plans.

Full compensation for labor, sawcutting, excavation, and furnishing Portland cement concrete pavement, shall be considered as included in the contract price paid per square foot for Portland Cement Concrete Pavement Section 03300. No separate payment will be made therefore.

**g) CONCRETE CURB**

Contractor shall furnish and install concrete curb as shown on the plans.

Full compensation for labor, sawcutting, excavation, and furnishing concrete curb shall be considered as included in the contract price paid per linear foot of concrete curb. Cost for base material shall be included as incidental work and no separate payment will be made therefore.

**h) CONCRETE MOWSTRIP**

Contractor shall furnish and install concrete mowstrip as shown on the plans.

Full compensation for labor, sawcutting, excavation, and furnishing concrete mowstrip shall be considered as included in the contract price paid per linear foot of concrete mowstrip. Cost for base material shall be included as incidental work and no separate payment will be made therefore.

**i) PEDESTRIAN HANDRAIL**

Contractor shall furnish and install pedestrian handrail as shown on the plans.

Full compensation for labor, steel, equipment, tools, and furnishing pedestrian handrail shall be considered as included in the contract price paid per linear foot of pedestrian handrail and no separate payment will be made therefore.

**j) SEEDING AND SODDING**

Contractor shall furnish and install mulch and sod as shown on the plans.

Full compensation for labor, excavation, grading, and furnishing mulch and sod shall be considered as included in the contract price paid per square foot of mulch and sodding and no separate payment will be made therefore.

**SECTION 01412**  
**ENHANCED ELECTRICAL SAFETY POLICY**

1.1 The Requirement

The Board of Public Works Enhanced Electrical Safety Policy is applicable for all projects with on-site electrical work estimated at \$100,000.00 or more. See Proposal, Part III for Federal funded projects, or Part IV for City funded projects.

- A. The key elements of the Enhanced Electrical Safety Policy are:
1. Requiring a minimum of 70 percent of all “Journeyman Wiremen” to be graduates of a State of California Approved Electrical Apprenticeship Program or hold a valid C-10 California Contractor’s License issued by the State of California.
  2. Requiring a minimum of 20 percent of the jobsite electrical workers to be OSHA 10-hour General Industry Safety and Health Certified.
  3. Requiring at least one jobsite electrical worker to be OSHA 30-hour General Industry Safety and Health Certified.
- B. The Contractor is required to certify their compliance. The Contractor shall complete and sign BCA Form 168 and submit with their Bid Proposal. Failure to sign and submit BCA Form 168 may result in the contractor’s bid being deemed non-responsive.
1. To guarantee that required levels of compliance are maintained, the Contractor is required to submit the BCA Form 168 to the Project Inspector prior to commencing work and at any time there are significant changes to staffing levels performing electrical work for the duration of the project.
- C. **Electrical Work** is defined as placement, installation, erection, or connection of any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells, or any part thereof, which generates, transmits, transforms, or utilizes electrical energy in any form for any purpose, regardless of voltage.
- D. **Electrical Work** is to be performed by Journeyman Electrician, Transportation System Electrician, Transportation System Technician, or Apprentices currently being trained in a California Approved Electrical Apprenticeship Program under the supervision of a Journeyman electrician.

**(END OF SECTION)**

## 02 SITE WORK

### SECTION 02210 CLEARING, GRUBBING AND STRIPPING

#### PART ONE - GENERAL

##### 1.1 DESCRIPTION

- A. All site clearing and grubbing on the job-site indicated on the project plans.
- B. Site clearing shall consist of removing all vegetable growth such as trees, roots, stumps, shrubs, brush, limbs; and stone, boulders, clods, wood and other vegetative growth from the growth surface. Clearing shall also include the removal and disposal of trash piles, rubbish, etc.
- C. Grubbing shall consist of the removal and disposal of wood roots, stumps, shrubs, brush, stone, boulders, clods, vegetable growth, etc. below the ground or subgrade surface.
- D. CONTRACTOR shall furnish all tools, equipment materials and supplies and shall perform all labor to complete the work associated with removal of all natural and artificial objectionable material from the designated areas of work as indicated in the plans.
- E. This work shall also include the protection from injury and preservation of existing improvements, adjacent property, utility vegetation and existing objects designated to remain.
- F. Prior to commencing the work, obtain acceptance from the ENGINEER regarding methods to be used and disposal of removed materials.
- G. Related Sections:
  - 1. Documents affecting work of this Section included, but are not necessarily limited to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS and other Sections of the Project Manual.
  - 2. Site Demolition in Section 02220.
  - 3. Earthwork in Section 02310.

##### 1.2 QUALITY ASSURANCE

- A. Labor: Use adequate numbers of skilled laborers thoroughly trained in site-clearing operations and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for the proper performance of the work of this Section.
- B. Codes and Regulations: Perform all work of this Section in strict accordance with applicable Government Codes and Regulations especially meeting all safety standards and requirements of CAL/OSHA, County and 1999 Los Angeles City Building Code and applicable Amendments. Conform to all storm water pollution control measures as required and provided in Section 02310 - EARTHWORK of the Project Manual. Provide additional measures, added materials and devices as may be needed as directed by the City Engineer or the Consultant at no added cost to the City.

C. Miscellaneous Requirements:

1. Erection and maintenance of protections
2. Dust Control
3. Repair of Damages
4. Cleaning and Removal of Rubbish

D. Permits and Licenses: Procure all City, County and State Permits and Licenses, including Municipal Business License and pay all charges and fees for the same.

E. Contractor Submittals - Submit schedule of clearing, grubbing, and erosion control measures to be put in place for all work scheduled during the rainy season (October - April).

## **PART TWO – PRODUCTS**

### **2.1 MATERIALS**

- A. Soil Sterilant: As specified in Section 02310 - EARTHWORK.
- B. Provide Materials not specifically described but required for completion of the work of this Section as selected by the Contractor subject to the approval of the City Engineer or the Consultant.

## **PART THREE - EXECUTION**

### **3.1 SITE CONDITIONS**

Examine the job-site and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper site-clearing operations, as directed by the City Engineer or the Consultant. Do not proceed until such detrimental conditions have been corrected.

### **3.2 PROTECTION**

- A. Protect Existing Structures and Site Improvements indicated to remain from damage by approved methods and/or as authorized by the City Engineer. Removal of all protections shall be when work of this Section is completed or when so authorized by the City Engineer or the Consultant. Apply protections to adjacent properties as required and directed by the City Engineer.
- B. Protect Existing Utilities indicated to remain in place traversing the job-site and serving existing adjacent facilities.
- C. Protect Existing Trees and Shrubs indicated to remain by providing temporary surrounding fencing so located a sufficient distance away so that trees and shrubs will not be damaged by site-clearing operations.
- D. Protection of Persons and Property (existing structures and site improvements).
  1. Provide barricades, warning signs at open depressions and holes on adjacent public accesses.

2. Provide operating warning lights during hours from dusk to dawn each day or as otherwise required.
  3. Protect existing remaining structures, utilities, sidewalks, pavements other facilities from damage as caused by settlement, undermining, washout or other hazards created by site-clearing operations of this Section.
  4. Provide and maintain pedestrian and vehicular access in accordance with Work Area Traffic Control Handbook (WATCH), latest edition.
- E. Use means necessary to prevent air pollution or dust from becoming a nuisance to the public, to neighbors and to others performing work on or near the job-site. Comply with governing regulations.
- F. Maintain access to Lincoln Park at all times.
- G. The project site shall be maintained in conformance with Section 7-8 - PROJECT SITE MAINTENANCE of the Standard Specifications for Public Works Construction (SSPWC) and the requirements of this Project Manual.

### 3.3 SITE CLEARING AND GRUBBING

A. General:

1. For drawing clarity, not all trees, shrubs, brush, grass, weeds, or exact amount of trash or debris are shown on the drawings. Contractor shall carefully study the Plans, and the Survey, visit the job site and verify the extent of the work to be done prior to the Bid.
2. Prior to starting job-site clearing operations in the company of the City Engineer or, Soil Engineer and Inspector; visit the job site and verify the extent of the work.
3. Site clearing and grubbing shall conform to Section 300-1 - CLEARING AND GRUBBING of SSPWC and applicable requirements of the Project Manual.
4. Site clearing and grubbing shall be done in the presence of the Soil Engineer. Contractor shall notify the City Engineer 72 hours prior to clearing operation.

B. Site Clearing and Grubbing Operations

1. To a depth of at least **8" inches** below finish grade indicated on Plans. Clean out all vegetable growth, roots, stumps, clods and other objectionable materials.
2. Treat roots remaining in the soil with a weed killer approved and as directed by the City Engineer.
3. Remove all concrete and masonry debris. .
4. Remove all existing rubbish and debris or those resulting from work operations of this Section as soon as possible, do not allow to pile up. Do not burn rubbish and debris on the job-site.

### 3.4 STRIPPING

- A. Stripping shall include the removal and disposal of all organic sod, topsoil, grass and grass roots, and other objectionable material remaining after clearing and grubbing from the areas designated to be stripped. The depth of stripping shall be as shown on the Drawings and specified herein.

- B. Topsoil from the strippings shall be stockpiled and used for the finished site grading. Excess topsoil will be placed in the waste disposal areas designated by the ENGINEER.

### **3.5 REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING DEBRIS**

- A. General: All materials removed shall be disposed of outside of the right-of-way. No accumulation of flammable material shall remain on or adjacent to the right-of-way. The pathway and adjacent areas shall be left with a neat and finished appearance.
- B. Bituminous Pavement: Bituminous pavement removal shall be in conformance with SSPWC Section 300-1.3.2.
- C. Concrete Pavement: Concrete pavement removal shall be in conformance with SSPWC Section 300-1.3.2.

### **3.6 STORAGE OF MATERIALS AT THE JOB-SITE**

Storage not permitted beyond brief accumulation awaiting pick up by removal trucks. Delays in the removal of site-clearing materials from the job-site shall be subject to the approval of the City Engineer or the Consultant.

**(END OF SECTION)**

**SECTION 02310  
EARTHWORK**

**PART ONE - GENERAL**

**1.1 SUMMARY**

**A.** Provided and execute earthwork as indicated on the Contract Drawings but not limited to the following:

1. General excavating and trenching for various trades.
2. General exterior grading and cutting.
3. General excavating for site improvements.
4. Select base materials for under concrete slab and under paving.
5. Filling and Backfilling.
6. Structure excavation, unclassified fill and borrow excavation defined in Section +300 – EARTHWORK of the "Standard Specifications for Public Works Construction (SSPWC)".

**B. Related Sections:**

1. Documents affecting work of this Section include, but are not necessarily limited to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS and other applicable Sections of the Project Manual.
3. Clearing, Grubbing and Stripping in Section 02210.
4. Concrete Work in Division 3.

**1.2 QUALITY ASSURANCE**

**A. Labor:** Use adequate numbers of skilled laborers to are thoroughly trained and experienced in the necessary crafts and who are completely familiar with specified requirements and the methods needed for proper performance of the Work of this Section.

**B. Equipment:** Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.

**C. Codes and Standards:** Perform excavation work in compliance with applicable ordinance of governing authorities having jurisdiction including, but not limited to, the 1999 L. A. City Building Code and applicable Amendments; Division 1-DEPARTMENT OF INDUSTRIAL RELATIONS of Title 8 of the California Code of Regulations; Section 300 - EARTHWORK of SSPWC; and City of Los Angeles Standard Plan S-610 - "Notice to Contractors Comprehensive", Latest Edition.

1. In addition to complying with Codes and Standards having jurisdiction, comply with directions of the Soil Engineer.

- D. The Contractor shall provide necessary measures for storm water pollution control and water quality protection. The Contractor shall meet the standards of good housekeeping at all time.
- E. **Testing and Inspection Services:** The City will engage a qualified soil testing and inspection service for quality control testing during earthwork operations. Testing shall be performed in accordance with the soil investigation reports and testing standards, the instructions of the Soil Engineer and the applicable Sections of General Conditions.
- F. **Soil Engineer:** The City will retain the services of a Soil Engineer for the purpose of soil investigations and testing, all the necessary inspections and observations, and certifications.
- G. **Survey:** The Contractor shall employ the services of a California licensed surveyor for the purposes of survey control, layout, grade and cross-sections required to control work. Survey work shall conform to Section 011112 - SUMMARY OF WORKS, and Section 2.94 - LINE AND GRADE of SSPWC.

### 1.3 SUBMITTALS

Conform to provisions of the GENERAL REQUIREMENTS.

- A. Sources of imported materials.
- C. Method of Back-Filling and Compaction.
- D. Dewatering Plans.
- F. Competent Person Trench/Excavation Certification
- G. **Test Reports-Excavating:** Contractor shall submit the following reports directly to the Los Angeles City Department of Building & Safety, prepared by the Soil Engineer and the testing service, with a copy to the City Engineer.
  1. Test reports on borrow material.
  2. Verification of each footing subgrade.
  3. Field density test reports.
  4. One optimum moisture-maximum density curve for each type of soil encountered.
  5. Other test reports as required by the Soil Engineer and the local cognizant agency.

### 1.4 PERMITS

- A. The Contractor shall perform all work in accordance with the permit requirements of the Los Angeles City Department of Building and Safety, including obtaining the grading permit, hauling permit and bond, and making the notification to the adjacent property owners; no additional compensation will be allowed therefore.
- B. Contractor shall furnish City Engineer with a duplicate copy of OSHA excavation permit, and all other required permits prior to the start of the excavation work.

## 1.5

### JOB CONDITIONS

- A. Required Work Coordination:** The Contractor shall fully coordinate the work operations of this Section with that of other trades involved and with the City Engineer or the Consultant to assure proper sequence of work, limitations, methods and time of work so as to minimize or avoid interference with the existing utilities as well as performance of work by the other Contractors. Contractor shall include minimum two weeks in its Construction Schedule to allow the Soil Engineer to prepare final Soil Report to be submitted to the Los Angeles City Department of Building and Safety Grading Division for final approval if the Soil Engineer is obtained by the City. The Contractor shall coordinate and arrange for all the inspections with the local authorized agencies and the Bureau of Contract Administration.
- B. Trench Safety:** Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.
- C. Air Pollution Control:** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1107 of the Government Code.
- D. Use of Pesticides:** The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work on the Contract.
1. Pesticides shall include, but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, menatocides, bactericides, inhibitors, fumigants, defoliant, soil sterilants, and repellents.
  2. Any substance or mixture of substances intended for preventing, repelling, mitigating or destroying weeds, insects, diseases, rodents, or nematodes and any substance of mixture for substances intended for use as a plant regulator, defoliant shall be considered as a pesticide.
- E. Sound Control Requirements:** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.
- Each combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- F. Use of Explosives:** The use of explosives is not permitted.

## 1.6

### PROTECTIONS

- A. General:** Comply with provisions of Section 25 - PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS in GENERAL CONDITIONS. Protect and guard all excavations against damage to life, limb and property as prescribed by Los Angeles City Department of Building and Safety.
- B. Protections of Persons and Property:** Provide and install signs, lights and barricades at danger points on and off the job-site to guard against accidents, etc.
1. Protection and restoration of existing improvements shall conform to Section 7-9 - PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS of SSPWC and other Section of the Project Manual.

2. Barricade open excavations occurring as part of this work and post with warning lights.
  3. Operate and maintain warning lights as recommended by authorities having jurisdiction.
  4. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
  5. Perform excavation within drip-line of large trees to remain by hand, and protect the root system from drainage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.
- C.** Existing Improvements (including trees and shrubs Indicated to Remain): Protect against damage resulting from Contractor's operations. Repair or replace damaged items to the full satisfactions of the City at no added cost to the City.
- D.** **Water:** Divert or pump out of all excavations until concrete and other items are placed therein, forms removed and backfilling is completed. The Contractor shall provide a mean for distilling the water before discharging it.
- F.** **Existing Utilities:** Utilities shown on the drawings are shown pursuant to a search of available records and are shown as a matter of information and not as a matter of fact. Conforming with GENERAL REQUIREMENTS and other Sections of the Project Manual, the Contractor shall locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
1. Should uncharted, or incorrectly charted piping or other utilities be encountered during excavation, consult City immediately for directions. Cooperate with City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility Company.
  2. Do not interrupt existing utilities serving facilities occupied and used by City and others, during occupied hours, except when permitted in writing by the Consultant Architect or the City Engineer and then only after acceptable temporary utility services have been provided.
  3. Provide a minimum of 48-hour notice to Consultant Architect or the City Engineer, and receive written notice to proceed before interrupting any utility. Obtain clearance and notify all utility companies in the area and call Underground Service Alert by calling (800) 422-4133. Deliver utility clearance ticket number to the City Engineer prior to the start of any work.

## 1.7 INSPECTION

- A.** **Required:** All excavations and trenches shall be inspected by the Los Angeles City Building and Safety Inspector, and the Soil Engineer before filling, backfilling and/or other subsequent work is placed therein.

## 1.8 MATERIAL HANDLING

- A.** **Delivery:** All materials, tools, equipment, etc. to be delivered to the job-site, in such a manner coordinated with progress of work of this Section.
- B.** **Material Storage:** Stockpile satisfactory excavated materials where directed, until required for backfill or dispose of in accordance with Section 300-2.6 - SURPLUS MATERIALS of SSPWC. Place, grade and shape stockpiles for proper drainage.

1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
2. Dispose of excess soil material and waste materials as herein specified.

## **PART TWO – PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. Suitable Excavated Material:** Suitable materials from excavations for use in fill and embankments shall be free from shale, sod, large clods or hard lumps of earth, roots, trash or other debris; that has a liquid limit of less than 30 and a plasticity index of less than 9; and is readily compatible to specified density. No rock, cobbles or broken concrete exceeding 2 inches in maximum dimension shall be placed in compacted fill without the specified approval of the City Engineer or the Consultant. No rock, cobbles or broken concrete exceeding 1 inch in maximum dimension shall be placed in compacted fill of the utility trench.
- B. Fill Material:** Furnish imported earth material as necessary; if specified in the contract requirements or if the amount of suitable earth materials obtained from the job-site excavations is not sufficient to properly construct the required fill, subject to the approval of the City Engineer or the Soil Engineer prior to use.
1. Obtain imported fill material from a source approved by the City Engineer or the Consultant prior to importing to the job-site.
  2. Imported fill material shall be free of foreign materials, vegetable growths, sod, rocks, expansive soils and all debris.
  3. Lime for Treatment of Imported Fill Material: As here after specified in accordance with Section 301-5 - LIME-TREATED SOIL of SSPWC.
  4. Where fill material exhibits a wide variation in consistency, the City Engineer or the Consultant may require blending to stabilize and upgrade the material as directed by the City Engineer or the Consultant.
  6. In landscape (planting area), fill shall not be saline or contain anything that would prevent normal plant growth: See LAWNS, Section 02920 of the Project Manual for verification of required or approved fill material.
  7. Fill material is subject to the approval of the Soil Engineer or City Engineer.
- C. Base Material:** "Untreated-Crushed Aggregate Base", 3/4-inch maximum size aggregate, as specified in Section 200-2.2 - UNTREATED BASE MATERIAL of SSPWC.

### **2.2 WEED KILLER/SOIL STERILANT**

Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetation, and approved for use on this Work by governmental agencies having jurisdiction.

- A.** Tinted for visual identification, shall be as follow:
1. United States Borax Corp. "Polyborchlorate" or equal.
  2. Pacific Coast Borax Co. "Polyborchlorate".
  3. Amspray Corp. "Pavex".
  4. Elanco "Spike 801".

## 2.3 TOPSOIL

- A. Where required by and shown on the Civil Drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 2 inches in greatest dimension, noxious weeds, sticks, brush, litter, and other deleterious matter.
- B. Obtain topsoil from sources within the project limits, provide imported topsoil from approved sources outside the project limits, or from both sources.

## 2.4 OTHER MATERIALS

Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the City Engineer or the Consultant.

## PART THREE - EXECUTION

### 3.1 SURFACE CONDITIONS

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until detrimental conditions are corrected.

### 3.2 WATER QUALITY PROTECTION

- A. Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheetflow, swales, area drains, natural drainage, or wind.
- B. Stockpiles of earth and other construction-related materials must be protected from being transported from the site by wind or water.
- C. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil nor the surface waters. All approved toxic storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
- D. Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete wastes on-site until they can be appropriately disposed of or recycled.
- E. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
- F. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public ways. Accidental depositions must be swept up immediately and may not be washed down by rain or by any other means.

### 3.3 SITE PREPARATION

- A. **Subgrades:** Scarify for recompaction to a depth of 6-inches, bring to optimum moisture content and then recompact to at least 95% maximum density for subgrade as per ASTM D1557 - TESTED METHOD FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT (56,000 FT - LBF/FT<sup>3</sup>.). Prepare subgrade in accordance with Section 301-1 - SUBGRADE PREPARATION OF SSPWC.
- B. **Grading:** To elevations of existing adjoining pathway surfaces, private property and

surfaces immediately adjacent to the job-site limits indicated on the Plans; make all grades in a straight line from any point to any other perimeter point.

**G. Dewatering:**

1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.
2. Keep excavations and site construction area free from water.

**C. Dust Control: Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the job-site.**

**I. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material. Apply water in manner to prevent free water appearing on surface during or subsequent to compaction operations.**

1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

**J. Rework: Any previously compacted or tested subgrade and fill material, which are affected or disturbed, in the opinion of the Soil Engineer, by the inclemency of the weather such as rains, floods, earthquake or others shall be reworked, retested and re-inspected at no additional cost to the City.**

**K. Approval of Subgrade: By the Soil Engineer and the Los Angeles City Building and Safety Inspector prior to placing any fill.**

**3.5 GRUBBING AND GRADING**

**A. Rough: Leave cut and fill sufficiently high to require cutting by fine grading.**

**B. Fine: To elevations required to ensure proper drainage or finished elevations indicated on drawings; finish elevations for planting areas as specified for top soil fill in Section 02920 – LAWN.**

**C. Subgrade Preparation: Required for all areas, other than filled or backfill areas, over which moisture barrier material, slabs, walks or pavement will be placed; in accordance with provision specified herein and Section 301-1 - SUBGRADE PREPARATION of SSPWC.**

**D. Inspection Required: Prior to placing base material, concrete or other materials.**

**E. Grading for New Asphalt Concrete Paving:**

1. Rough: Cut and fill to be left sufficiently high to require cutting by fine grading and preparation of the surface for placement of the required select base material to thickness noted on the Contract Drawings or matching that of adjacent existing select base materials.
2. Fine: To exact elevations necessary for required new paving and paving repairs.

3. Testing and Inspection Required: Prior to placing of select base and asphalt paving materials.

### 3.6

#### EXCAVATING

##### A. General:

1. Excavation consists of the removal and disposal of materials necessary to establish required grade elevations and certified compacted fill for new construction pursuant to Section 300-2 UNCLASSIFIED EXCAVATION of SSPWC.
2. Excavated materials suitable for use as fill and/or backfill to be stockpiled where directed by the City Engineer or the Consultant.
3. Non-approved and excess excavated materials to be legally removed and disposed of from the job-site.
4. Encountered Existing Underground Piping or Conduits: Immediately stop the trench operations at the point of encounter, notify the City Engineer of such condition and submit support drawings to the City Engineer for approval. The support drawings shall be in conformance with the Los Angeles City Bureau of Engineering Standard Plans S-253, SUPPORTS FOR STORM DRAIN AND SEWER PIPES ACROSS TRENCHES, latest edition; CAL/OSHA and the utility company's requirements.

##### B. For Site Improvements:

1. For Concrete and Asphaltic Site Improvements such as concrete and/or asphalt pavements, concrete curbs: Excavate to exact limits of such work without excessive removal of existing subgrade. Scarify and compact top 6 inches of subgrade and compact at 95% relative density.

##### C. For Walls (including wall footings): Width not less than 18-in. from face of wall and sufficient for necessary forms, cribbing, bracing, inspection, and application for watering on walls, where required.

##### D. Corrections: Required of all unauthorized excavations made below indicated depths, as recommended by the Soil Engineer at no added cost to the City.

### 3.7

#### FILLING

##### A. General: Construct in accordance with Section 300-4- UNCLASSIFIED FILL of SSPWC and place in layers not exceeding 8-inches thickness, compacted to a relative compaction of not less than 95% when tested in accordance with Section 211-2 - COMPACTION TESTS of SSPWC, except that fill in planting areas may be compacted to 90% relative compaction.

##### B. In Planting Areas and Tree Wells: If flooding method is specified for fill material, place saturated fill (exclusive of topsoil fill) prior to construction of adjacent improvements to minimize settlement as follows:

##### C. Fill all holes on the existing job-site or resulting from site-clearing or demolition operations.

##### D. Topsoil Fill: Designated as "Imported/Class A" or "Unclassified/Class C" as specified herein. The City Engineer or authorized representative shall determine the suitability of topsoil prior to use. Transport topsoil from the source to its final position unless stockpiling is specified.

1. "Imported/Class A" Topsoil: From a source outside the limits of the project selected by the Contractor and in compliance with Inspection requirements specified in General Conditions. Within 90 days after Notice-To-Proceed submit the proposed source of topsoil to the City Engineer for approval. After the City Engineer or authorized representative makes an initial inspection at the site of the proposed imported material, the Contractor shall perform the required tests as deemed necessary to determine that the material meets the requirements with the accompany of City Engineer or Authorized representative. The Contractor shall submit to the City Engineer a written report of a soil testing laboratory registered by the State of California for agricultural soil evaluation which states that the proposed source complies with this Section, and proposed soil amendments. After the testing report and proposed soil amendments are reviewed by the City Engineer, the Contractor shall comply with all the recommendations of the soil testing laboratory and add any additional soil amendments necessary to achieve proper nutrient levels to support a healthy plant growth, at no additional cost to the City.

"Imported/Class A" topsoil shall be of a uniform composition and structure, fertile and friable sandy loam garden soil, and be free of roots, clods and stones larger than 1-inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter and not be infested with nematodes or other undesirable insects and plant disease organisms.

"Imported/Class A" topsoil shall meet the following additional requirements.

- a. Gradation Limits: Sand - 50-80 percent, clay - 20 percent maximum, and silt - 30 percent maximum. The sand, clay and silt gradation limits shall be as defined in ASTM D-422 – TEST METHOD FOR PARTICLE – SIZE ANALYSIS OF SOILS.
  - b. Permeability Rate: Hydraulic conductivity rate shall be not less than one inch per hour nor more than 20 inches per hour when tested in accordance with the USDA Handbook Number 60, method 34b or other approved methods.
  - c. Agricultural Suitability and Fertility Analysis Tests: The topsoil shall be fertile and friable garden soil suitable for sustaining and promoting the growth of the specified plants. The topsoil shall comply with maximum permissible element concentration.
2. "Unclassified/Class C" Topsoil: Soil found in selected places of the project site is to be used in the designated landscape area, and compacted in place as part of the earthwork specified for the project. After the selected place(s) have been cleared of vegetation and grubbed, stockpiled the existing on-site soil in an area clear of new construction or where approved by the City Engineer. Four (4) test samples of on-site soils shall be taken under the supervision of the City Engineer or Authorized Representative from the stockpiled existing on-site soil. Soil Amendments shall be added in accordance to the soil testing laboratory's recommendation upon approval of the City Engineer.

**E. Inspection Required:** Prior to placement of fill materials. See Subsection 1.7A of this Section.

**F. Concrete and Asphalt Site Improvements Walkways:** Compact top 6 inches of existing subgrade and each 8" layer of backfill or fill material at 95% relative density.

### 3.8

#### **BACKFILLING**

**A. Prior to Backfilling:** Remove debris, trash and form materials from excavations.

**B. Inspection Required:** Prior to backfilling operations.

- C. **Placement of Backfill:** In layers not exceeding 8-inches thickness, moisten to optimum moisture content and tamp until required 95% relative compaction is secured and finish to suitable elevations to provide for anticipated settlement and shrinkage.

**3.9 SELECT BASE**

- A. Place in accordance with Section 301-2 - UNTREATED BASE of SSPWC.
- B. **Locations:** Place select base beneath concrete and asphalt concrete paving, and concrete curb areas to 4 inch thickness noted on the Plans.

- d. **Thickness:** At least 4 inches concrete paving, and at least 4-inches under asphalt concrete paving.

**NOTE:** Place to thickness matching that of original thickness of select base under existing removed concrete or asphalt concrete paving and make ready to receive paving repair materials. Aggregate base shall be compacted to 95% relative density in accordance with Section 301-2 - UNTREATED BASE of SSPWC.

**3.11 SOIL STERILIZATION**

Apply specified soil sterilization material to areas to receive select base materials and all exterior area including concrete and asphalt paving, concrete walkway, concrete curb and gutter, by methods recommended by the manufacturer. Certify in writing that the material has been applied.

**3.12 DISPOSAL OF EXCESS AND WASTE MATERIALS**

- A. **Removal from City's Property:** Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off City's property in a legal manner and to conform with the requirements shown in General Requirements.
- B. Provide written consent of the owner of the property upon which the surplus material is to be deposited, pursuant to General Requirements and Section 300-26 - SURPLUS MATERIAL of SSPWC.
- B. Borrow Excavation: Where borrow material is required for the work, the Contractor shall submit the material samples and testing results to the Soil Engineer prior to any excavation or import work is performed in accordance with Section 300-5 - BORROW EXCAVATION of SSPWC.

**(END OF SECTION)**

**SECTION 02920  
LAWNS**

**PART ONE - GENERAL**

**1.1 DESCRIPTION OF WORK**

- A. This Section covers seeding and sodding.
- B. Related Work Specified Elsewhere: See Section 02310, EARTH WORK for spreading of topsoil and finished grading.

**PART TWO - PRODUCTS**

**2.1 MATERIALS**

- a. Seed mixture shall be recleaned first quality seed conforming to the following.

70 percent Kentucky Blue Grass	90 percent	purity
	85-90 percent	germination
15 percent Creeping Red Fescue	95 percent	purity
	85-90 percent	germination
10 percent Perennial Rye	95 percent	purity
	85-90 percent	germination
5 percent White Clover	90 percent	purity
	80-85 percent	germination

- b. Sod shall be living or growing grasses, at least 90 percent Kentucky Blue Grass, Nursery grown, strongly rooted, 2 years old, and free of weeds, undesirable plants and other material which will be detrimental or will hinder the proper development of the sod. Mow the sod grasses to a height not to exceed 2-1/2 inches (63 mm) and thoroughly water before lifting the sod. Cut all sod to provide a minimum thickness of 1-1/2 inches (38 mm) of soil adhering firmly to the roots. Cut the sod in strips a minimum of 15 inches (375 mm) wide.
- c. Fertilizer shall be one of the following:
  - i. Pulverized cattle manure shall be well rotted, pulverized and free from straw or other unsuitable substances. Rate of application shall be 4 cubic yards per 1,000 square feet (3.3 cubic metres per 100 square metres).
  - ii. Dried Sewage Sludge. Apply at the rate of 50 lbs. per 1,000 square feet (24 kg per 100 square metres).
  - iii. Commercial fertilizer, 10-6-4, shall be uniform in composition, free-flowing material and shall conform to state fertilizer laws. Deliver fertilizer in unopened bags or other convenient containers, each fully labeled and bearing the name, trademark, composition and warranty of the producers.
- d. Mulch shall be threshed straw of oats, wheat, barley, rice or soy beans of lengths not more than 8 inches (200 mm) long.

**PART THREE - EXECUTION**

**3.1 PREPARATION**

- A. After the topsoil has been cleaned of all material such as loose sod, roots, stones, wire, etc., and carefully raked smooth and leveled, spread fertilizer uniformly over the areas using a mechanical spreader and harrow and rake fertilizer into the topsoil to a depth of 2 inches (50 mm). Make application at least 2 days before seeding or sodding. After application of fertilizer, level out any irregularities by raking.

### 3.2 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

- A. Perform all Work in accordance with the requirements of the Drawings and specifications and in a manner which will preserve the line and levels shown on the Drawings and which will produce a completely established lawn.
- B. Application:
  - a. Seeding.
    - i. Seed all graded areas disturbed during construction not receiving other surfacing. Before any seed is sown, the ground must be smooth, friable and of a uniformly fine texture. Do not seed in windy or unfavorable weather when the ground is too wet to rake easily, frozen or too dry. Sow seed uniformly at a rate of 4 lbs. per 1,000 square feet (1.94 kg per 100 square metres) using drills, seeders, or by broadcasting to provide complete coverage. After sowing, cover the seed lightly by raking, roll with a 200 lb. (91 kg) roller and water with a fine spray. Purchase only unmixed seeds unless certified as to quality and mixture. Do all mixing at the Project Site from the original packages.
    - ii. Mulching. Following the completion of seeding operations, mulch the seeded areas. Spread the mulch uniformly in a continuous blanket at a rate of 1-1/2 tons per acre (280 kg per 1,000 square metres). Start the mulching operation at the windward side using a mechanical spreader, a mulch blower or by hand. Following the spreading of the mulch blanket, anchor the mulch into the soil to a depth of 2 inches (50 mm) with a "mulch tiller," non-offset dull bladed disk-harrow or other similar equipment.
  - C. Sodding.
    - i. Sod all areas indicated not to receive other surfacing. Correct all irregularities in the subgrade so that it is firm, smooth, friable and of a uniformly fine texture. Before laying the sod, moisten the subgrade thoroughly. Lay the sod solid, edge to edge, with no voids, and with staggered joints and roll it immediately with a 500 lb. (227 kg) roller. Brush or rake the screened topsoil over the sodded area and then water the sod thoroughly. The completed surface shall be true to finished grade. Any undesirable strips of sod will be rejected.
    - ii. Sod on Slopes. Hold sod on slopes steeper than 4 horizontal to 1 vertical in place by wooden pins 1 inch (25 mm) square and 6 inches (150 mm) long driven into the sod and soil at 18 inch (450 mm) intervals. The tops of the wooden pins shall be flush with the top of the sod.
  - D. Fertilizer
    - i. Apply commercial fertilizer at the rate recommended by the manufacturer.

### 3.3 ADJUSTMENT AND CLEANING

- b. Following the completion of seeding and sodding protect and maintain all areas until substantial completion of the Project. Any areas showing sparse or no stand or established lawn grasses, shall be reseeded, resodded, watered and/or mulched as required. Protection shall include the provision of necessary barriers against pedestrian traffic. Maintenance shall include watering, weeding, mowing, refertilizing, reseeded, remulching and resodding as necessary to produce a completely established lawn.

### 3.4 SCHEDULES

- A. Time.
  - a. Seeding and sodding seasons are from March 1st to June 15th and from August 15th to November 1st.

(END OF SECTION)

**SECTION 03100  
CONCRETE FORMWORK**

**PART ONE - GENERAL**

**1.1 THE REQUIREMENT**

- i) The CONTRACTOR shall furnish all materials for concrete formwork, bracing, shoring, and supports and shall design and construct all falsework and scaffolding, all in accordance with the provisions of the Contract Documents.

**1.2 DEFINITIONS**

- 1. Exposed Concrete: All concrete that is visible in the finished work, including concrete to be painted.
- 2. Unexposed Concrete: All other concrete that is concealed in the finished work, including plastered surfaces and attic and utility spaces.

**1.3 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 02220 Earthwork.
- B. Section 03200 Reinforcement Steel.
- C. Section 03290 Joints in Concrete.
- D. Section 03300 Cast-in-Place Concrete.
- E. Section 03315 Grout.
- F. Section 03370 Concrete Curing.

**1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- i) Comply with the reference standards and Standard Specifications as specified in the GENERAL REQUIREMENTS.
- ii) Comply with the current provisions of the following Codes and Standards, as applicable:

(1) Government Standards:

PS 1	U.S. Product Standard for Concrete Forms, Class I
PS 20	American Lumber Softwood Standard
CSS	Caltrans Standard Specifications

(2) Commercial Standards:

ACI 347	Recommended Practice for Concrete Formwork
ACI 117	Standard Tolerances for Concrete Construction and Materials

## 1.5 CONTRACTOR SUBMITTALS

- i) Submittals shall be made in accordance with the GENERAL REQUIREMENTS.
- ii) The following submittals and specific information shall be provided.
  - (1) Falsework Calculations and Drawings: The CONTRACTOR shall comply with all the latest applicable Sections of the Division of Industrial Safety, Construction Safety Orders. For all falsework or vertical shoring installations where the height of the falsework or vertical shoring, as measured from the top of the sills to the soffit of the superstructure, exceeds 14 feet, or where individual horizontal span lengths exceed 16 feet, or where provision for vehicular, pedestrian, or railroad traffic through falsework or vertical shoring is made, Plans and Calculations shall be prepared and signed by a Civil Engineer, registered in the State of California. A copy of the falsework plan or shoring layout shall be available on the job site at all times. The Engineer who designed the falsework or vertical shoring shall personally inspect such work and provide a written certification that the work conforms to the design.

Scaffolding Calculations and Drawings: Scaffolding shall be defined in accordance with and shall conform to the Construction Safety Orders of the Division of Industrial Safety. If scaffolding is constructed for this project over or adjacent to traffic, or suspended from the traveled way, the Contractor shall submit to the Engineer working drawings for scaffolding systems. The scaffolding manufacturer's name, address, and phone number shall be shown on the working drawings. The working drawings, details and calculations for the scaffolding shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California. In addition, prior to submitting the working drawings to the Engineer, the working drawings shall be stamped and signed by an independent reviewer who is registered as a Civil Engineer in the State of California. The independent reviewer shall not be employed by the same entity preparing the working drawings.

- (2) The CONTRACTOR shall, in accordance with the requirements in GENERAL REQUIREMENTS file with the City detailed plans of the falsework and scaffolding proposed to be used. Such plans and calculations shall be in sufficient detail to indicate the general layout, pattern layout, dimensioned to precisely locate grooves, form panel jointing, and similar features. The submittal shall also include sizes of members, anticipated stresses, grade of materials to be used, and typical soil conditions.
  - a. Form Release Compound
  - b. Form Ties and Spreaders
  - c. Installation Instructions

## 1.6 QUALITY ASSURANCE

- A. Tolerances: The variation from established grade or lines shall not exceed 1/4-inch in 10 feet and there shall be no offsets or visible waviness in the finished surface. All other tolerances shall be within the tolerances specified in ACI 117, unless noted otherwise.
- B. Laborers: Use adequate number of skilled laborers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

- C. Prior to construction of formwork for concrete beams and slabs above grade, Contractor shall conduct a meeting at the site to determine and define all cambers required for the project. ENGINEER, Contractor and Contractor's formwork installer shall be in attendance at this meeting.
- D. Engage a licensed surveyor to verify that work is within specified tolerances. Surveyor shall report in writing to the ENGINEER, with copy to Contractor, certifying work as acceptable or indicating deviations from allowable tolerances.

**1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials for forms in timely manner to ensure uninterrupted progress.
- B. Store materials by methods that prevent damage and permit ready access for inspection and identification.

**PART TWO - PRODUCTS**

**2.1 GENERAL**

- A Except as otherwise expressly accepted by the ENGINEER, all lumber brought on the job site for use as forms, shoring, or bracing shall be new material. All forms shall be smooth surface forms and shall be of the following materials:

Walls	-	Steel or plywood panel
Columns	-	Steel, plywood or fiber glass
Roof, floor, deck and soffit	-	Plywood, Steel Panels
All other work	-	Steel panels, plywood or tongue and groove lumber

**2.2 FORM AND FALSEWORK MATERIALS**

- i) Materials for concrete forms, formwork, and falsework shall conform to the following requirements:
  1. Lumber shall be Douglas Fir or Southern Pine, construction grade or better, in conformance with U.S. Product Standard PS20.
  2. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine plywood manufactured especially for concrete formwork and shall conform to the requirements of PS 1 for Concrete Forms, Class I, and shall be edge sealed.
  3. Form materials shall be metal, wood, plywood, or other material approved by the ENGINEER that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade shown. Metal forms shall be an approved type that will accomplish such results.

Forms for exposed exterior concrete surfaces shall be American Plywood Association (APA) High Density Overlay (HDO) Plyform Class I Ext. 48" X 96" X 3/4" minimum thickness.

Forms for other concrete surfaces shall be American Plywood Association (APA) Douglas Fir B-B Plyform Class I Exterior PS 1, 3/4-inch minimum thickness.

4. Coated Form Plywood: For exposed painted concrete, plastic overlaid plywood of grade specified above, factory coated with a form coating and release agent equal to "Noxcrete".
5. Tube forms: Sonoco "Seamless Sonotubes", Alton Building Products "Sleek Seamless Standard Wall", or equal, type leaving no marks in concrete, 1-piece lengths for full required height.

- ii) Unless otherwise shown, exterior corners in exposed concrete members shall be provided with 3/4-inch chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise shown.
- iii) Forms and falsework to support the roof and elevated floor slabs shall be designed for the total dead load, and a minimum construction live load of 30 psf .
- iv) Forms proposed for use at bridges shall comply with Caltrans Standard Specification Section 51.

## **2.3 FORM TIES**

- i) Form ties with integral waterstops shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2-inches; and all such fasteners shall be such as to leave holes of regular shape for reaming.
- ii) Form ties for water-retaining structures shall have integral waterstops. Removable taper ties may be used except for water bearing structures, when approved by the ENGINEER. A preformed neoprene or polyurethane tapered plug sized to seat at the center of the wall shall be inserted in the hole left by the removal of the taper tie.

## **2.4. FORM RELEASE COMPOUND**

- A. Form release compound shall be non-staining clear coating free from oil, silicone, wax, and not grain-raising. Use "Nox-crete Form coating" by Nox Crete, "Formshield" by Euclid Chemical Company, "Burke Bio Release" by Edoco, or "Cast-Off" by Sonneborn, or an approved equal. Where form liners are used, provide form compound recommended by form liner manufacturer. However, regardless of product use, provide form compound that is VOC compliant for the area used.

## **2.5 EARTH FORMS**

Unless otherwise indicated or required, concrete for footings and pile caps may be placed directly against vertical excavated surfaces, provided the material will stand without caving, that minimum reinforcing steel clearances are maintained, and suitable provisions are taken to prevent raveling of top edges or sloughing of loose material from walls of excavation. Sides of excavation shall be made with a neat cut and the width made as indicated. Concrete which is exposed to view on exterior shall be formed to maintained depth of 6 inches below finished grade.

## **PART THREE -- EXECUTION**

### **3.1 GENERAL**

- i) Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed from the WORK and replaced at the CONTRACTOR's expense. A sufficient number of forms of each kind shall be provided to permit the required rate of progress to be maintained. The design and inspection of concrete forms, falsework, and shoring shall comply with applicable local, state and Federal regulations. Plumb and string lines shall be properly installed before concrete placement and shall be maintained during placement. Such lines shall be used by CONTRACTOR's personnel and by the INSPECTOR and shall be in sufficient number and properly installed. During concrete placement, the CONTRACTOR shall continually monitor plumb and string line form positions and immediately correct deficiencies.

- ii) Concrete forms shall conform to the shape, lines, and dimensions of members as called for on the Drawings, and shall be substantial, free from surface defects, and sufficiently tight to prevent leakage. Forms shall be properly braced or tied together to maintain their position and shape under a load of freshly-placed concrete. If adequate foundation for shores cannot be secured, trussed supports shall be provided.
- iii) Camber: Place suitable jacks, wedges, or similar means to induce camber and to correct settlement in forms before and during concrete placing. Camber shall be as determined in pre-installation meeting specified above. In general, formwork shall be capable of accommodating camber of 1/8" per 10' of span plus 1/4".

### **3.2 FORM DESIGN**

- i) All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. Suitable and effective means shall be provided on all forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets, or similar surface defects in the finished concrete. Plywood, 3/4-inch and greater in thickness, may be fastened directly to studding if the studs are spaced close enough to prevent visible deflection marks in the concrete. The forms shall be tight so as to prevent the loss of water, cement and fines during placing and vibrating of the concrete. Specifically, the bottom of wall forms that rest on concrete footings or slabs shall be provided with a gasket to prevent loss of fines and paste during placement and vibration of concrete. Such gasket may be a 1- to 1-1/2-inch diameter polyethylene rod held in position to the underside of the wall form. Adequate clean-out holes shall be provided at the bottom of each lift of forms. The size, number, and location of such clean-outs shall be as acceptable to the INSPECTOR.

### **3.3 CONSTRUCTION**

- i) Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is shown. Not less than 1-inch of concrete shall be added to the thickness of the concrete member as shown where concrete is permitted to be placed against trimmed ground in lieu of forms. Such permission will be granted only for members of comparatively limited height and where the character of the ground is such that it can be trimmed to the required lines and will stand securely without caving or sloughing until the concrete has been placed.
  - ii) Construction Joints: Concrete construction joints will not be permitted at locations other than those shown or specified, except as may be acceptable to the ENGINEER. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete. Pipe stubs and anchor bolts shall be set in the forms where required.
- C. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts and other features as required. Fill form joints to produce smooth surfaces, intersections, and arrises. Use polymer foam or equivalent fillers at joints and where forms abut or overlap existing concrete to prevent leakage of mortar.
  - D. Set embedded piping and rough hardware in forms to be embedded in concrete in a manner so that the required strength of the structure will not be reduced.
  - B. Apply form release compound on formwork in accordance with manufacturer's instructions prior to placing of reinforcing steel, anchorages, and embedded items.
  - C. Construct forms suitable for removal without hammering or prying against and damaging the concrete.

D. Openings in Forms: Provide as required to facilitate cleaning and inspection. Close such openings immediately after cleaning and before placement of concrete. Provide air relief holes in formed top surfaces of concrete elements as required.

H. Form Ties:

- (1) Embedded Ties: Holes left by the removal of form tie cones shall be clean and rough before being filled with mortar as specified for "Finish of Concrete Surfaces" in Section 03300, "Cast-in-Place Concrete". Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties which cause spalling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1-inch back from the formed face or faces of the concrete.
- (2) Removable Ties: Where taper ties are approved for use in non water bearing structures, the larger end of the taper tie shall be on the wet side of walls in water retaining structures. After the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bond. A precast neoprene or polyurethane tapered plug shall be located at the wall centerline. The hole shall be completely filled with non-shrink grout for water bearing and below-grade walls. The hole shall be completely filled with non-shrink or regular cement grout for above-grade walls which are dry on both sides. Exposed faces of walls shall have the outer 2-inches of the exposed face filled with a cement grout which shall match the color and texture of the surrounding wall surface.

I. Coordination:

1. Provide slots, openings, chases, recesses, grounds, nailers and screeds required by other trades and subsequent work.
2. Ensure that conduit, pipes, sleeves, anchors, hangers and ties are secured in forms before concrete is placed.

### **3.4 REUSE OF FORMS**

Forms may be reused only if in good condition and only if acceptable to the INSPECTOR. Light sanding between uses will be required wherever necessary to obtain uniform surface texture on all exposed concrete surfaces. Exposed concrete surfaces are defined as surfaces which are permanently exposed to view. In the case of forms for the inside wall surfaces of water retaining structures, unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the INSPECTOR.

### **3.5 REMOVAL OF FORMS**

Careful procedures for the removal of forms shall be strictly followed, and this work shall be done with care so as to avoid damage the concrete. No heavy loading on green concrete will be permitted. The period of time for formwork removal shall be in accordance with ACI 318, Chapter 6 and Section 303-1.4 of Standard Specifications and as follows:

1. Do not remove formwork until concrete has attained sufficient strength to support its own weight and all superimposed loads including construction loads and to permit form and falsework removal with complete safety.
2. In the case of concrete members subject to bending stresses, where the member relies upon forms for vertical support, forms shall remain in place until test cylinders attain a minimum compressive strength of 75 percent of the 28-day strength specified in Section 03300, "Cast in-Place Concrete", provided, that no forms shall be disturbed or removed

under individual panel or unit before the concrete in the adjacent panel or unit has attained 75 percent of the specified 28-day strength and has been in place for a minimum of 7 days.

3. Forms for roofs and elevated slabs shall remain in place a minimum of 10 days after concrete has been placed.
4. Forms for all vertical walls and columns shall remain in place at least 3 days after the concrete has been placed.
5. Formwork removal shall also be subject to the curing requirements of section 3370 of these specifications and as authorized by the ENGINEER.
6. Reshore structural members as specified below because of design requirements or construction conditions to permit successive construction.

The time required to establish said strength shall be determined by the ENGINEER based on test cylinders made for this purpose from the concrete placed and in accordance with ACI 318 and the curing requirements of section 3370. If the time so determined is more than the minimum time specified above, then that time shall be used as the minimum length of time. Forms for all parts of the WORK not specifically mentioned herein shall remain in place for periods of time as determined by the ENGINEER.

### **3.6 MAINTENANCE OF FORMS**

Forms shall be maintained at all times in good condition, particularly as to size, shape, strength, rigidity, tightness, and smoothness of surface. Forms, when in place, shall conform to the established alignment and grades. Before concrete is placed, the forms shall be thoroughly cleaned. The form surfaces shall be treated with a nonstaining mineral oil or other lubricant acceptable to the ENGINEER. Any excess lubricant shall be satisfactorily removed before placing the concrete. Where field oiling of forms is required, the CONTRACTOR shall perform the oiling at least two weeks in advance of their use. Care shall be exercised to keep oil off the surfaces of steel reinforcement and other metal items to be embedded in concrete.

### **3.7 FALSEWORK**

- i) The CONTRACTOR shall be responsible for the design, engineering, construction, maintenance, and safety of all falsework, including staging, walkways, forms, ladders, and similar appurtenances, which shall equal or exceed the applicable requirements of the provisions of the OSHA Safety and Health Standards for Construction, the requirements of the Construction Safety Orders of the California Division of Industrial Safety, and the requirements specified herein.
- ii) All falsework shall be designed and constructed to provide the necessary rigidity and to support the loads. Falsework for the support of a superstructure shall be designed to support the loads that would be imposed if the entire superstructure were placed at one time.
- iii) Falsework shall be placed upon a solid footing, safe against undermining, and protected from softening. When the falsework is supported on timber piles, the maximum calculated pile loading shall not exceed 20 tons. When falsework is supported on any portion of the structure which is already constructed, the load imposed by the falsework shall be spread, distributed, and braced in such a way as to avoid any possibility of damage to the structure.

#### **D. Reshoring:**

1. Minimum reshoring with falsework shall consist of not less than half the full required falsework added under the last placed floor over which full falsework is to be placed for the next floor above. Leave reshoring in place for at least 10 days after the floor above is placed, but in no case remove falsework until the next concrete placing has attained a compressive strength equal to 75% of that required for the 28 days age as determined by controlled test cylinders.
2. Maintain a form and falsework removal record.

- E. Falsework proposed for use at bridges shall comply with Caltrans Standard Specification Section 51

**(END OF SECTION)**

**SECTION 03200  
REINFORCEMENT STEEL**

**PART ONE - GENERAL**

**1.1 THE REQUIREMENT**

- i) The CONTRACTOR shall furnish, fabricate, and place all concrete reinforcement steel, welded wire fabric, couplers, and concrete inserts for use in reinforced concrete and masonry construction and shall perform all appurtenant work, including all the wires, clips, supports, chairs, spacers, and other accessories, all in accordance with the Contract Documents.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 03100 Concrete Formwork.
- B. Section 03290 Joints in Concrete.
- C. Section 03300 Cast-in-Place Concrete.

**1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- i) Comply with the reference standards of the GENERAL REQUIREMENTS.
- ii) Comply with the current provisions of the following Codes and Standards, as applicable:

(1) Commercial Standards:

ACI 315	Details and Detailing of Concrete Reinforcement.
ACI 318	Building Code Requirements for Reinforced Concrete.
ACI 350	Code Requirements for Environmental Engineering Concrete Structures.
ACI 530	Building Code Requirements & Specifications for Masonry Structures
WRI	Manual of Standard Practice for Welded Wire Fabric.
AWS D1.4	Structural Welding Code - Reinforcing Steel.
ASTM A 82	Specification for Steel Wire, Plain, for Concrete Reinforcement.
ASTM A 185	Specification for Welded Steel Wire Fabric For Concrete Reinforcement.
ASTM A 497	Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
ASTM A 615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
ASTM A 706	Low-alloy Deformed Steel Bars for Concrete Reinforcement
ASTM A 775	Specifications for Epoxy Coated Bar Reinforcement
ASTM A 884	Specifications for Epoxy Coated Wire Reinforcement

CRSI	Manual of Standard Practice
CRSI	Recommended Practice for Placing Bar Supports, Specifications and Nomenclature
CRSI	Recommended Practice for Placing Reinforcing Bars

2. Government Standards:

CSS	Caltrans Standard Specifications.
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**1.4 CONTRACTOR SUBMITTALS**

- i) Submittals shall be made in accordance with the GENERAL REQUIREMENTS.
- ii) The following submittals and specific information shall be provided.
  - (1) The CONTRACTOR shall furnish shop bending diagrams, placing lists, splice lengths and location, and drawings of all reinforcement steel prior to fabrication in accordance with GENERAL REQUIREMENTS.
  - (2) Details of the concrete reinforcement steel and concrete inserts shall be submitted by the CONTRACTOR at the earliest possible date after receipt by the CONTRACTOR of the Notice to Proceed. Said details of reinforcement steel for fabrication and erection shall conform to ACI 315 and the requirements specified and shown. The shop bending diagrams shall show the actual lengths of bars, to the nearest inch measured to the intersection of the extensions (tangents for bars of circular cross section) of the outside surface. The shop drawings shall include bar placement diagrams which clearly indicate the dimensions of each bar splice.
  - (3) Where mechanical couplers are required or permitted to splice reinforcement steel, the CONTRACTOR shall submit Los Angeles City Department of Building and Safety's Research Report approval and manufacturer's literature which contains instructions and recommendations for installation for each type of coupler used; certified test reports which verify the load capacity of each type and size of coupler used; and shop drawings which show the location of each coupler with details of how it is to be installed in the formwork.
  - (4) If reinforcement steel is required or permitted to be spliced by welding at any location, the CONTRACTOR shall submit mill test reports which shall contain the information necessary for the determination of the carbon equivalent as specified in AWS D1.4. The CONTRACTOR shall submit a written welding procedure for each type of weld for each size of bar which is to be spliced by welding; merely a statement that AWS procedures will be followed is not acceptable.

**1.5 QUALITY ASSURANCE**

- i) The CONTRACTOR shall make provisions for sampling reinforcing steel delivered to the job site. Two sampling bars, cut from different bars and 3 feet in length for bar sizes # 3 through # 5 and 5 feet in length for bars sizes # 6 and larger, shall be taken from each 10 tons or fraction thereof, of each size and heat number delivered to the job site. When the name of the manufacturer, heat identification number, or chemical analysis is not known, the sampling interval shall be each 2.5 tons or fraction thereof, of each bar size and heat number. Tests shall consist of 2 bent tests and 2 tensile tests. Costs of initial tests will be paid by the CITY. Additional tests due to material failing initial tests shall be paid by the CONTRACTOR.
- ii) If reinforcement steel is welded at any location, the CONTRACTOR shall submit certifications of procedure qualifications for each welding procedure used and certification of welder qualifications, for each welding procedure, and for each welder performing the work. Such certification and qualifications shall be as required by the Los Angeles Department of Building and Safety.

- iii) The CONTRACTOR shall provide samples of each type of weld used in the work in a quantity and of dimensions adequate for testing. At the discretion of the INSPECTOR, radiographic testing of direct butt welds will be performed. The CONTRACTOR shall provide assistance necessary to facilitate testing. The CONTRACTOR shall repair any weld which fails to meet the requirements of AWS D1.4. The costs of testing will be paid by the CITY; except, the costs of all tests which fail to meet specified requirements shall be paid by the CONTRACTOR.
- iv) The CONTRACTOR shall provide to the INSPECTOR written identification of reinforcement steel by manufacturer's heat number and mil certification, and the fabricator's release number and type from the point of fabrication to the place of final incorporation of the rebar into the work.

## **1.6 MARKING AND SHIPPING**

- A. Tag bundled bars with identification, and transport and store so as not to damage any material. Use metal tags indicating size, length and other marking shown on placement drawings. Maintain tags after bundles are broken.

## **PART TWO - PRODUCTS**

### **2.1 REINFORCEMENT STEEL**

- i) All reinforcement steel for all cast-in-place reinforced concrete construction shall conform to the following requirements:
  - (1) Bar reinforcement shall conform to the requirements of ASTM A615, Grade 60 Billet Steel Reinforcement with supplementary requirement S-1, and ASTM A706 for rebars subject to welding, or as otherwise shown.
    - 1. Bar reinforcement for wall boundary elements, special moment frames, or when subject to welding, shall conform to ASTM A706, unless noted otherwise.
    - 3. Welded wire fabric reinforcement shall conform to the requirements of ASTM A185 , or ASTM A497 and the details shown; provided, that welded wire fabric with longitudinal wire of W9.5 size wire shall be either furnished in flat sheets or in rolls with a core diameter of not less than 10 inches; and provided further, that welded wire fabric with longitudinal wires larger than W9.5 size shall be furnished in flat sheets only.
    - 4. Spiral reinforcement may be cold-drawn steel wire conforming to the requirements of ASTM A82, when approved by the ENGINEER.
    - 5. All reinforcements shall be shop fabricated. Bending of reinforcing in the field will not be allowed.
    - 6. Epoxy coated reinforcing steel shall conform to the requirements of ASTM A775 and A884, and shall be used where indicated on the drawing.
    - 7. Reinforcement with any of the following defects will not be acceptable and be immediately removed from the site:
      - a. Bar lengths, depths, and/or bends exceeding the specified fabrication tolerances.
      - b. Bends or kinks not shown on the Drawings
      - c. Bars with reduced cross-section due to excessive rusting or other cause.

ii) Accessories:

- (1) Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcement during concrete placement. Slab bolsters shall have gray plastic-coated legs.
- (2) Concrete blocks (dobies), used to support and position reinforcement steel, shall have the same or higher compressive strength as specified for the concrete in which it is located. Where the concrete blocks are used on concrete surfaces exposed to view, the color and texture of the concrete blocks shall match that required for the finished surface. Wire ties shall be embedded in concrete block bar supports.
3. Use bar supports complying with CRSI recommendations, unless otherwise shown on the Contract Drawings.
4. Do not use wood, brick, or other non-complying material.
6. For exposed-to-view completed concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic-protected legs. CONTRACTOR's selection subject to the ENGINEER's approval.

## **2.2 MECHANICAL COUPLERS**

- i) Mechanical couplers shall comply with the applicable Department of Building and Safety's Research Report. Location of the Mechanical Couplers shall be approved by the ENGINEER. The couplers shall develop a tensile strength which exceeds 125 percent of the yield strength of the reinforcement bars being spliced at each splice. CONTRACTOR to provide the required number of couplers and bars for testing in accordance with the Report
- ii) Where the type of coupler used is composed of more than one component, all components required for a complete splice shall be supplied. This shall apply to all mechanical splices, including those splices intended for future connections.
- iii) The reinforcement steel and coupler used shall be compatible for obtaining the required strength of the connection. Clearance and coverage requirements shall be maintained at all times.
- iv) Couplers which are located at a joint face shall be a type which can be set either flush or recessed from the face as shown. The couplers shall be sealed during concrete placement to completely eliminate concrete or cement paste from entering. After the concrete is placed, couplers intended for future connections shall be plugged and sealed to prevent any contact with water or other corrosive materials. Threaded couplers shall be plugged with plastic plugs which have an O-ring seal.
- v) Hot-forged sleeve-type couplers shall not be used.

## **2.3 WELDED SPLICES**

- i) Welded splices shall be provided where shown and where approved by the ENGINEER. All welded splices of reinforcement steel shall develop a tensile strength which exceeds 125 percent of the yield strength of the reinforcement bars which are connected. Provide two samples of each bar size for testing. When welding is to be done in the field, provide field prepared samples. Preparation shall be made by welder actually preparing the production run.
- ii) All materials required to conform the welded splices to the requirements of AWS D1.4 shall be provided.
- C. All welding shall be performed by City of Los Angeles certified welders. All shop welding shall be performed at shops of a City of Los Angeles approved fabricator.

## **PART THREE - EXECUTION**

### **3.1 GENERAL**

- i) All reinforcement steel, welded wire fabric, couplers, and accessories shall be fabricated, and placed in accordance with the requirements of the City of Los Angeles Building Code, CRSI Recommended Practices and Manual, and WRI, and the supplementary requirements specified herein.

### **3.2 FABRICATION**

- i) General: Reinforcement steel shall be accurately formed to the dimensions and shapes shown, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318 or ACI 350 (as applicable), except as modified by the Drawings. Bars shall be bent cold.
- ii) The CONTRACTOR shall fabricate reinforcement bars for structures in accordance with bending diagrams, placing lists, and placing drawings. Said drawings, diagrams, and lists shall be prepared by the CONTRACTOR as specified under GENERAL REQUIREMENTS.
- iii) Fabricating Tolerances: Bars used for concrete reinforcement shall meet the following requirements for fabricating tolerances:
  - (1) Sheared length:  $\pm 1$  inch
  - (2) Depth of truss bars: + 0, - 1/2 inch
  - (3) Stirrups, ties, and spirals:  $\pm 1/2$  inch
  - (4) All other bends:  $\pm 1$  inch

### **3.3 PLACING**

- i) Placing: Reinforcement steel shall be accurately positioned as shown, and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcement steel shall be supported using approved accessories and chairs which are strong and rigid enough to prevent any displacement of the reinforcement steel and shall comply with the applicable Department of Building and Safety's Research Report. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcement steel shall be tied to the steel with wire ties which are embedded in the blocks. Use care not to damage vapor barriers where they occur.
- ii) The portions of all accessories in contact with the formwork shall be made of concrete, plastic, or steel coated with a 1/8-inch minimum thickness of plastic which extends at least 1/2-inch from the concrete surface. Plastic shall be gray in color.
- iii) Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.
- iv) Bars additional to those shown which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at its own expense.
- v) Placing Tolerances: Unless otherwise specified, reinforcement placing tolerances shall be within the limits specified in Section 7.5 of ACI 318 except where in conflict with the requirements of the City of Los Angeles Building Code.

- vi) Bars may be moved as necessary to avoid interference with other reinforcement steel, conduits, or embedded items. If bars are moved more than one bar diameter, or enough to exceed the above tolerances, the resulting arrangement of bars shall be reviewed and accepted by the ENGINEER.
- vii) Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters having gray, plastic-coated standard type legs as specified in Paragraph B herein. Slab bolsters shall be spaced not less than 30 inches on centers, shall extend continuously across the entire width of the reinforcement mat, and shall support the reinforcement mat in the plane shown.
- viii) Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete shall not be used.

### **3.4 SPACING OF BARS**

- i) Spacing of reinforcement shall comply with ACI 318 requirements.
- ii) Spacing of bars on bridge structures shall conform to the requirements in CSS Section 52-1.

### **3.5 SPLICING**

- i) General: Reinforcement bar splices shall only be used at locations shown. When it is necessary to splice reinforcement at points other than where shown, the character of the splice and location shall be as acceptable to the ENGINEER.
- ii) Splices of Reinforcement: The length of lap for reinforcement bars, unless otherwise shown shall be in accordance with ACI 318, Section 12.15.1 for a class B splice. Stagger splices in horizontal wall bars at least 48" longitudinal in alternate bars and opposite faces.
- iii) Laps of welded wire fabric shall be in accordance with the ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each 2 running feet. Wires shall be staggered and tied in such a manner that they cannot slip.
- iv) Splices in column spiral reinforcement, when necessary, shall be made by welding or by a lap of 1-1/2 turns.
- E. Field welding of bars: In accordance with the approved submittal. Continuous inspection required.
- F. Mechanical couplers: Install in accordance with the approved submittal.
- G. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material. Bars with kinks or bends not shown shall not be used. All bars shall be bent cold, unless otherwise permitted by the ENGINEER. No bars partially embedded in concrete shall be field-bent except as shown or specifically permitted by the ENGINEER.
- H. Splicing of reinforcement on bridge structures shall conform to CSS Section 52-1.

### **3.6 CLEANING AND PROTECTION**

The surfaces of all reinforcement steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcement shall be reinspected and, if necessary recleaned. Bars with reduced cross-section due to excessive rusting or other cause will not be acceptable for use and shall be replaced by the CONTRACTOR at no additional cost to the CITY.

### **3.7 FIELD QUALITY CONTROL**

- A. Inspection: Secure inspection and acceptance from INSPECTOR before concrete is placed. Make arrangements in advance for geotechnical inspection of foundations, continuous inspection as required, and/or structural observation by the designated registered design professional prior to concrete placement.

**(END OF SECTION)**

**SECTION 03290  
JOINTS IN CONCRETE**

**PART ONE - GENERAL**

**1.1 THE REQUIREMENT**

- i) The CONTRACTOR shall construct all joints and bearing pads in concrete at the locations shown. Joints required in concrete structures are of various types and will be permitted only where shown, unless specifically accepted by the ENGINEER.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- i) Section 03100 Concrete Formwork.
- ii) Section 03200 Reinforcement Steel.
- iii) Section 03300 Cast-in-Place Concrete.

**1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- i) Comply with the reference standards of the GENERAL REQUIREMENTS.
- ii) Comply with the current provisions of the following Codes and Standards, as applicable:

1 Federal Specifications:

TT-S-0227E(3)                      Sealing Compound, elastomeric type, Multi-component for Caulking, Sealing, and Glazing Buildings and Other Structures).

2. Other Government Standards:

CSS                      Caltrans Standard Specifications.

3. Commercial Standards:

ASTM C 920                      Specification for Elastomeric Joint Sealants.

ASTM D 624                      Test Method for Rubber Property -- Tear Resistance.

ASTM D 638                      Test Method for Tensile Properties of Plastics.

ASTM D 746                      Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.

ASTM D 747                      Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam.

ASTM D 1751                      Premolded Joint Filler

ASTM D 1752                      Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

ASTM D 2240                      Test Method for Rubber Property -- Durometer Hardness.

## 1.4 TYPES OF JOINTS

- A. Construction Joints: When fresh concrete is placed against a hardened concrete surface, the joint between the two pours is called a construction joint. Unless otherwise specified, all joints in water bearing members shall be provided with a waterstop and sealant groove of the shape specified and as shown on the plans.
- B. Contraction Joints: Contraction joints are similar to construction joints except that the fresh concrete shall not bond to the hardened surface of the first pour, which shall be coated with a bond breaker. The slab reinforcement shall be stopped 4-1/2 inches from the joint, unless noted otherwise; which is provided with a sleeve-type dowel, to allow shrinkage of the concrete of the second pour. Waterstop and sealant groove shall also be provided.
- C. Expansion Joints: To allow the concrete to expand freely, a space is provided between the two pours, the joint shall be formed as shown on the plans. This space is obtained by placing a filler joint material against the first pour, which acts as a form for the second pour. Unless otherwise specified, all expansion joints in water bearing members shall be provided with an approved type waterstop.

Premolded expansion joint material shall be installed with the edge at the indicated distance below or back from finished concrete surface, and shall have a slightly tapered, dressed, and oiled wood strip secured to or placed at the edge thereof during concrete placement, which shall later be removed to form space for sealing material. The space so formed shall be filled with a joint sealant material as specified in the Paragraph in Part 2 entitled "Joint Sealant." In order to keep the two elements in line the joint shall be provided with a sleeve-type dowel as shown.

- D. Control Joints (Weakened Plane): The function of the control joint is to provide a weaker plane in the concrete, where shrinkage cracks will probably occur. A groove, of the shape and dimensions as shown on the plans, is formed or saw-cut in the concrete and shall be filled with a joint sealant material as specified in the Paragraph in Part 2 entitled "Joint Sealant."
- E. All other Joints, bearing devices, and elastomeric bearing pads for bridge structures shall comply with CSS Section 51.

## 1.5 CONTRACTOR SUBMITTALS

- i) Submittals shall be made in accordance with GENERAL REQUIREMENTS.
- ii) The following submittals and specific information shall be provided.
  - (1) Waterstops: Prior to use of the material required under this contract, qualification samples shall be submitted. Such samples shall consist of extruded or molded sections of each size or shape to be used. The material sample shall be representative of the material to be furnished under this contract. The balance of the material to be used under this contract shall not be produced until after the ENGINEER has reviewed and approved the qualification samples.
  - (2) Joint Sealant: Prior to ordering the sealant material, the CONTRACTOR shall submit to the ENGINEER for review and approval, data to show compliance with the requirements of the Contract Documents. Certified test reports from the sealant manufacturer on the actual batch of material being supplied indicating compliance with the above requirements shall be furnished the ENGINEER before the sealant is used on the job.
  - (3) Shipping Certification: The CONTRACTOR shall provide written certification from the manufacturer as an integral part of the shipping form, to show that all of the material shipped to this project meets or exceeds the physical property requirements of the Contract Documents. Supplier certificates are not acceptable.
  - (4) The CONTRACTOR shall submit placement shop drawings showing the location and type of all joints for each structure.

## 1.6 QUALITY ASSURANCE

- A. Waterstop manufacturer shall demonstrate five years (minimum) continuous, successful experience in production of waterstops.
- B. Waterstop Inspection: It is required that all waterstop field joints shall be subject to inspection, and no such work shall be scheduled or started without having made prior arrangements with the INSPECTOR to provide for the required inspections. Not less than 24 hours' notice shall be provided to the INSPECTOR for scheduling such inspections.
- C. All field joints in waterstops shall be free of misalignment, bubbles, inadequate bond, porosity, cracks, offsets, and other defects which would reduce the potential resistance of the material to water pressure at any point. All defective joints shall be replaced with material which shall pass said inspection, and all faulty material shall be removed from the site and disposed of by the CONTRACTOR at its own expense.
- D. The following waterstop defects represent a partial list of defects which shall be grounds for rejection:
  - (1) Offsets at joints greater than 1/16-inch or 15 percent of material thickness, at any point, whichever is less.
  - (2) Exterior crack at joint, due to incomplete bond, which is deeper than 1/16-inch or 15 percent of material thickness, at any point, whichever is less.
  - (3) Any combination of offset or exterior crack which will result in a net reduction in the cross section of the waterstop in excess of 1/16-inch or 15 percent of material thickness at any point, whichever is less.
  - (4) Misalignment of joint which result in misalignment of the waterstop in excess of 1/2-inch in 10 feet.
  - (5) Porosity in the welded joint as evidenced by visual inspection.
  - (6) Bubbles or inadequate bonding.
- E. Waterstop Samples: Prior to use of the waterstop material in the field, a sample of a fabricated metered cross and a tee constructed of each size or shape of material to be used shall be submitted to the ENGINEER for approval. These samples shall be fabricated so that the material and workmanship represent in all respects the fittings to be furnished under this contract. Field samples of fabricated fittings (crosses, tees, etc.) will be selected at random by the INSPECTOR for testing. When tested, they shall have a tensile strength across the joints equal to at least 600 psi.
- F. Construction Joint Sealant: The CONTRACTOR shall prepare adhesion and cohesion test specimens as specified herein, at intervals of 5 working days while sealants are being installed.
- G. The sealant material shall show no signs of adhesive or cohesive failure when tested in accordance with the following procedure in laboratory and field tests:
  - (1) Sealant specimen shall be prepared between 2 concrete blocks (1-inch by 2-inch by 3-inch). Spacing between the blocks shall be 1/2-inch. Coated spacers (2-inch by 1-1/2-inch by 1/2-inch) shall be used to insure sealant cross-sections of 1/2-inch by 2 inches with a width of 1/2-inch.
  - (2) Sealant shall be cast and cured according to manufacturer's recommendations except that curing period shall not exceed 24 hours.
  - (3) Following curing period, the gap between blocks shall be widened to one inch. Spacers shall be used to maintain this gap for 24 hours prior to inspection for failure.

- H. Store waterstops under tarps to protect from oil, dirt, and sunlight.

**1.7 GUARANTEE**

- i) The CONTRACTOR shall provide a 5-year written guarantee of the entire sealant installation against faulty and/or incompatible materials and workmanship, together with a statement that it agrees to repair or replace, to the satisfaction of the CITY, at no additional cost to the CITY, any such defective areas which become evident within said 5-year guarantee period.

**PART TWO - PRODUCTS**

**2.1 PVC WATERSTOPS**

- i) General: Waterstops shall be extruded from an elastomeric polyvinyl chloride compound containing the plasticizers, resins, stabilizers, and other materials necessary to meet the requirements of these Specifications. No reclaimed or scrap material shall be used. The CONTRACTOR shall obtain from the waterstop manufacturer and shall furnish to the ENGINEER for review, current test reports and a written certification of the manufacturer that the material to be shipped to the job meets the physical requirements as outlined in the U.S. Army Corps of Engineers Specification CRD-C572 and those listed herein.
- ii) Flatstrip and Center-Bulb Waterstops: Flatstrip and center-bulb waterstops shall be as detailed and as manufactured by: Kirkhill Rubber Co., Brea, California; Greenstreak, St. Louis, MO, Water Seals, Inc., Chicago, Illinois; Progress Unlimited, Inc., New York, New York; or an approved equal; provided, that at no place shall the thickness of flat strip waterstops, including the center bulb type, be less than 3/8-inch.
- iii) Multi-Rib Waterstops: Multi-rib waterstops, where required, shall be as detailed and as manufactured by Water Seals, Inc., Chicago, Illinois; Progress Unlimited, Inc., New York, New York; Greenstreak, St. Louis, MO, or an approved equal. Prefabricated joint fittings shall be used at all intersections of the ribbed-type waterstops.
- iv) Other Types of Waterstops: When other types of waterstops, not listed above are required and shown, they shall be subjected to the same requirements as those listed herein.
- v) Waterstop Testing Requirements: When tested in accordance with the specified test standards, the waterstop material shall meet or exceed the following requirements:

Physical Property, Sheet Material	Value	ASTM Std.
Tensile Strength-min (psi)	1750	D 638, Type IV
Ultimate Elongation-min (percent)	350	D 638, Type IV
Low Temp Brittleness-max (degrees F)	-35	D 746
Stiffness in Flexure-min (psi)	400	D 747
Accelerated Extraction (CRD-C572)		
Tensile Strength-min (psi)	1500	D 638, Type IV
Ultimate Elongation-min (percent)	300	D 638, Type IV
Effect of Alkalies (CRD-C572)		
Change in Weight (percent)	+0.25/-0.10	-----
Change in Durometer, Shore A	+5	D 2240

## Finish Waterstop

Tensile Strength-min (psi)	1400	D 638, Type IV
Ultimate Elongation-min (percent)	280	D 638, Type IV

### F. Accessories

1. Provide factory made waterstop fabrications for all changes of direction, intersections, and transitions leaving only straight butt joint splices for the field.
2. Provide hog rings or grommets spaced at 12 inches on center along length of waterstop.
3. Provide Teflon coated thermostatically controlled waterstop splicing irons for field butt splices.

## 2.2 RUBBER WATERSTOPS

For bridge structures, neoprene waterstop requirements shall conform to CSS Section 51-1.

## 2.3 JOINT SEALANT

- i) Joint sealant shall be polyurethane polymer designed for bonding to concrete which is continuously submerged in water.

- ii) Joint sealant material shall meet the following requirements:

Work Life	45 - 90 minutes
Time to Reach 20 Shore "A" Hardness (at 77 degrees F, 200 gr quantity)	24 hours, maximum
Ultimate Hardness	30 - 40 Shore "A"
Tensile Strength	250 psi, minimum
Ultimate Elongation	400 percent, minimum
Tear Resistance (Die C ASTM D 624)	75 pounds per inch of thickness, minimum
Color	Light Gray

For bridge structures, additional requirements of CSS Section 51 shall also apply.

- iii) All polyurethane sealants for waterstop joints in concrete shall conform to the following requirements:

- (1) Sealant shall be 2-part polyurethane with the physical properties of the cured sealant conforming to or exceeding the requirements of ASTM C 920 or Federal Specification TT-S-00227 E(3) for 2-part material, as applicable.
- (2) For vertical joints and overhead horizontal joints, only "non-sag" compounds shall be used; all such compounds shall conform to the requirements of ASTM C 920 Class B, or Federal Specification TT-S-0027 E(3), Type II.
- (3) For plane horizontal joints, the self-leveling compounds which meet the requirements of ASTM C 920 Class A, or Federal Specification TT-S-0027 E(3), Type I shall be used. For joints subject to either pedestrian or vehicular traffic, a compound providing non-tracking characteristics, and having a Shore "A" hardness range of 25 to 35, shall be used.

(4) Primer materials, if recommended by the sealant manufacturer, shall conform to the printed recommendations of the sealant manufacturer.

- iv) All sealants, wherever shown, or required hereunder shall be Rubbercalk 2101-I or 270 as manufactured by Products Research Company; GS 102 or GS 1102 as manufactured by General Sealants Corp; or an approved equal. For sanitary structures mastic/sealant material shall be Ram Nek Sealant by Henry Co.; Sika Flex 1A, Sikadur 51 NS by Sika Corp.
- v) Mastic joint sealer shall be a material that does not contain evaporating solvents; that will tenaciously adhere to concrete surfaces; that will remain permanently resilient and pliable; that will not be affected by continuous presence of water and will not in any way contaminate potable water; and that will effectively seal the joints against moisture infiltration even when the joints are subject to movement due to expansion and contraction. The sealer shall be composed of special asphalts or similar materials blended with lubricating and plasticizing agents to form a tough, durable mastic substance containing no volatile oils or lubricants and shall be capable of meeting the test requirements set forth hereinafter, if testing is required by the ENGINEER.

## **2.4 PREFORMED JOINT FILLER**

- i) Preformed joint filler material shall be of the preformed non-extruding type joint filler constructed of cellular neoprene sponge rubber or polyurethane of firm texture. Bituminous fiber type will not be permitted. All non-extruding and resilient-type preformed expansion joint fillers shall conform to the requirements and tests set forth in ASTM D 1752 for Type I, except as otherwise specified herein.
- B. Unless otherwise noted, preformed joint filler shall be a non-extruding, resilient, bituminous type conforming to the requirements of ASTM D 1751.

## **2.5 BACKING ROD**

- i) Backing rod shall be an extruded closed-cell, polyethylene foam rod. The material shall be compatible with the joint sealant material used and shall have a tensile strength of not less than 40 psi and a compression deflection of approximately 25 percent at 8 psi. The rod shall be 1/8-inch larger in diameter than the joint width except that a one-inch diameter rod shall be used for a 3/4-inch wide joint.

## **2.6 BOND BREAKER**

- i) Bond breaker shall be Super Bond Breaker as manufactured by Burke Company, San Mateo, California; Hunt Process 225-TU as manufactured by Hunt Process Co., Santa Fe Springs, California; Select Cure CRB as manufactured by Select Products Co., Upland, California; or an approved equal. It shall contain a fugitive dye so that areas of application will be readily distinguishable.

## **2.7 BEARING DEVICES AND ELASTOMERIC BEARING PADS**

Bearing devices and elastomeric bearing pads shall comply with CSS Section 51.

## **PART THREE - EXECUTION**

### **3.1 GENERAL**

- i) Unless otherwise shown, waterstops of the type specified herein shall be embedded in the concrete across joints as shown. All waterstops shall be fully continuous for the extent of the joint. Splices necessary to provide such continuity shall be accomplished in conformance to printed instructions of manufacturer of the waterstops. The CONTRACTOR shall take suitable

precautions and means to support and protect the waterstops during the progress of the work and shall repair or replace at its own expense any waterstops damaged during the progress of the work. All waterstops shall be stored so as to permit free circulation of air around the waterstop material.

- ii) When any waterstop is installed in the concrete on one side of a joint, while the other half or portion of the waterstop remains exposed to the atmosphere for more than 2 days, suitable precautions shall be taken to shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.

### **3.2 SPLICES IN WATERSTOPS**

- i) Splices in waterstops shall be performed by heat sealing the adjacent waterstop sections in accordance with the manufacturer's printed recommendations and the following requirements:
  - (1) The material not be damaged by heat sealing.
  - (2) The splices have a tensile strength of not less than 60 percent of the unspliced materials tensile strength.
  - (3) The continuity of the waterstop ribs and of its tubular center axis be maintained.
- ii) Butt joints of the ends of two identical waterstop sections may be made while the material is in the forms.
- iii) All joints with waterstops involving more than 2 ends to be jointed together, and all joints which involve an angle cut, alignment change, or the joining of 2 dissimilar waterstop sections shall be prefabricated by the CONTRACTOR prior to placement in the forms, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon being inspected and approved, such prefabricated waterstop joint assemblies shall be installed in the forms and the ends of the 24-inch strips shall be butt welded to the straight run portions of waterstop in place in the forms.

### **3.3 JOINT CONSTRUCTION**

- i) Setting Waterstops:
  - 1. In order to eliminate faulty installation that may result in joint leakage, particular care shall be taken of the correct positioning of the waterstops during installation. Adequate provisions must be made to support the waterstops during the progress of the WORK and to insure the proper embedment in the concrete. The symmetrical halves of the waterstops shall be equally divided between the concrete pours at the joints. The center axis of the waterstops shall be coincident with the joint openings. Maximum density and imperviousness of the concrete shall be insured by thoroughly working it in the vicinity of all joints
  - 2. In placing flat-strip waterstops in the forms, means shall be provided to prevent them from being folded over by the concrete as it is placed. Unless otherwise shown, all waterstops shall be held in place with light wire ties on 12-inch centers which shall be passed through the edge of the waterstop and tied to the curtain of reinforcing steel. Horizontal waterstops, with their flat face in a vertical plane, shall be held in place with continuous supports to which the top edge of the waterstop shall be tacked. In placing concrete around horizontal waterstops, with their flat face in a horizontal plane, concrete shall be worked under the waterstops by hand so as to avoid the formation of air and rock pockets.
  - 3. Adequate means shall be provided for anchoring the waterstop in concrete. Waterstops shall be positioned so that they are equally embedded in the concrete on each side of the joint.
  - 4. For bridge structures, waterstops shall conform to CSS Section 51-1.

ii) Joint Location:

Construction joints, and other types of joints, shall be provided where shown. When not shown, construction joints shall be provided at 25-foot maximum spacing for all concrete construction, subject to the approval of the ENGINEER, unless noted otherwise. Where joints are shown spaced greater than 25 feet apart, additional joints shall be provided to maintain the 25-foot maximum spacing. The location of all joints, of any type, shall be submitted for acceptance by the ENGINEER.

iii) Joint Preparation:

Special care shall be used in preparing concrete surfaces at joints where bonding between two sections of concrete is required. Unless otherwise shown, such bonding will be required at all horizontal joints in walls. Surfaces shall be prepared in accordance with the requirements of Section 03300, "Cast-in-Place Concrete." Except on horizontal wall construction joints, wall to slab joints or where otherwise shown or specified, at all joints where waterstops are required, the joint face of the first pour shall be coated with a bond breaker as specified herein.

iv) Construction Joint Sealant:

1. Construction joints in water-bearing floor slabs, and elsewhere as shown, shall be provided with tapered grooves which will be filled with construction joint sealant. The material used for forming the tapered grooves shall be left in the grooves until just before the grooves are cleaned and filled with joint sealant. After removing the forms from the grooves, all laitance and fins shall be removed, and the grooves shall be sand-blasted. The grooves shall be allowed to become thoroughly dry, after which they shall be blown out; immediately thereafter, they shall be primed and filled with the construction joint sealant. The primer used shall be supplied by the same manufacturer supplying the sealant. No sealant will be permitted to be used without a primer. Care shall be used to completely fill the sealant grooves. Areas designated to receive a sealant filler shall be thoroughly cleaned, as outlined for the tapered grooves, prior to application of the sealant.
2. Sealant application shall be in accordance with the manufacturer's printed instructions. The surfaces of the groove for the sealant shall not be coated. Concrete next to waterstops shall be placed in accordance with the requirements of Section 03300, Cast-in-Place Concrete.
3. The primer and sealant shall be placed strictly in accordance with the printed recommendations of the manufacturer, taking special care to properly mix the sealant prior to application. All sealant shall cure at least 7 days before the structure is filled with water.
4. All sealant shall be installed by a competent waterproofing specialty contractor who has a successful record of performance in similar installations. Before work is commenced, the crew doing the WORK shall be instructed as to the proper method of application by a representative of the sealant manufacturer.
5. Thorough, uniform mixing of 2-part, catalyst-cured materials is essential; special care shall be taken to properly mix the sealer before its application. Before any sealer is placed, the CONTRACTOR shall arrange to have the crew doing the WORK carefully instructed as to the proper method of mixing and application by a representative of the sealant manufacturer.
6. Any joint sealant which after the manufacturer's recommended curing time for the job conditions of the WORK hereunder, fails to fully and properly cure shall be completely removed; the groove shall be thoroughly sandblasted to remove all traces of the uncured or partially cured sealant and primer, and shall be re-sealed with the specified joint sealant. All costs of such removal, joint treatment, re-sealing, and appurtenant work shall be at the expense of the CONTRACTOR.

#### **3.4 BEARING DEVICES AND ELASTOMERIC BEARING PADS**

Bearing devices and elastomeric bearing pads shall comply with CSS Section 51.

**(END OF SECTION)**

**SECTION 03300  
CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.1 THE REQUIREMENT**

- A. The CONTRACTOR shall furnish all materials for concrete in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished concrete, in accordance with the requirements of the Contract Documents.
- B. The following types of concrete shall be covered in this Section:
  - 1. Structural Concrete: Concrete to be used in all cases except where noted otherwise in the Contract Documents.
  - 2. Sitework Concrete: Concrete to be used for curbs, gutters, sidewalks, pavements, fence and guard post embedment, and underground duct bank encasement unless otherwise shown.
  - 3. Lean Concrete: Concrete to be used for thrust blocks, pipe trench cut-off blocks and cradles, where the preceding items are detailed on the Drawings as unreinforced. Concrete to be used as protective cover for dowels intended for future connection.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 03100 Concrete Formwork.
- B. Section 03200 Reinforcement Steel.
- E. Section 03290 Joints in Concrete.
- G. Section 03315 Grout.
- K. Section 03370 Concrete Curing

**1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- A. Comply with the reference standards and the Standard Specifications of the GENERAL REQUIREMENTS.
- B. Comply with the current provisions of the following Codes and Standards, as applicable.
  - 1. Commercial Standards:

ACI 117	Standard Tolerances for Concrete Construction and Materials
ACI 301	Specifications for Structural Concrete for Buildings
ACI 305R	Standard Specifications for Hot Weather Concreting
ACI 306.1	Standard Specifications for Cold Weather Concreting
ACI 318	Building Code Requirements for Reinforced Concrete
ACI 347	Recommended Practice for Concrete Formwork
ACI 350	Recommended Practice for Sanitary Structure

ASTM C 31	Practices for Making and Curing Concrete Test Specimens in the Field
ASTM C 33	Specification for Concrete Aggregates
ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C 40	Test Method for Organic Impurities in Fine Aggregates for Concrete
ASTM C 42	Methods of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C 88	Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
ASTM C 94	Specification for Ready-Mixed Concrete
ASTM C 117	Standard Test Method for Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 131	Test Method for Resistance to Degradation of Small-Sized Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM C 136	Method for Sieve Analysis of Fine and Coarse Aggregate
ASTM C 143	Test Method for Slump of Portland Cement Concrete
ASTM C 157	Test Method for Length Change of Hardened Hydraulic Cement Mortar and Concrete.
ASTM C 192	Method of Making and Curing Concrete Test Specimens in the Laboratory.
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete.
ASTM C 289	Test Method for Potential Reactivity of Aggregates (Chemical Method)
ASTM C 311	Method for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete
ASTM C 494	Specification for Chemical Admixtures for Concrete
ASTM C 618	Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
ASTM D 2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
2. Government Standards:	
CSS	Caltrans Standard Specifications

## 1.4 CONTRACTOR SUBMITTALS

- A. Submittals shall be made in accordance with GENERAL REQUIREMENTS.
- B. The following submittals and specific information shall be provided.
  - 1. Mix Designs: Prior to beginning the WORK, the CONTRACTOR shall submit to the ENGINEER, for review, and acceptance, preliminary concrete mix designs for each class and type of concrete specified herein. The mix designs shall be designed by an independent testing laboratory acceptable to the ENGINEER. All costs related to such mix design shall be borne by the CONTRACTOR.

Each concrete mix submittal shall contain the following information, as applicable:

- 1) Location and purpose of the mix.
  - 2) Slump on which the design is based.
  - 3) Total gallons of water per cubic yard, and the water/cement ratio.
  - 4) Brand, type, composition and quantity of cement.
  - 5) Brand type, composition and quantity of fly ash.
  - 6) Specific Gravity, source and gradation of each aggregate.
  - 7) Ratio of fine to total aggregate per cubic yard.
  - 8) Weight (surface dry) of each aggregate per cubic yard.
  - 9) Brand, type, and ASTM designation, active chemical ingredients and quantity of each admixture.
  - 10) Copy of the Building and Safety Research Report Approval for each concrete admixture.
  - 11) Air content.
  - 12) Compressive strength based on 7 day and 28 day compression tests, including standard deviation calculations, corroborative data (if applicable), and required average comprehensive strength per ACI 318, Section 5.
  - 13) Time of initial and final set.
  - 14) Certification stamp and signature by a Civil or Structural engineer registered in the State of California, experienced in concrete mix design.
  - 15) Certificate of Compliance for Cement.
  - 16) Concrete pour sequence.
- 2. Certified Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall provide certified weighmaster delivery tickets at the time of delivery of each load of concrete. Each certificate shall show the public weighmaster's signature, and the total quantities, by weight of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate and added at the batching plant as well as the amount of water allowed to be added at the site for the specific design mix. Each certificate shall, in addition, state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to when the batch was dispatched, when it left the plant, when it arrived at the job, the time that unloading began, and the time that unloading was finished.
  - 3. When a water reducing admixture is to be used, the CONTRACTOR shall furnish mix designs for concrete both with and without the admixture.
  - 4. The CONTRACTOR shall furnish a Certificate of Compliance signed by the supplier identifying the type of fly ash and stating that the fly ash complies with ASTM C 618 and these Specifications, together with all supporting test data prior to the use of the fly ash the sample represents. The supporting data shall also contain test results confirming that the fly ash in combination with the cement and water to be used meets all strength requirements and is compatible with air-entraining agents and other admixtures.
  - 5. The CONTRACTOR shall submit to the ENGINEER for review the design mix for fly ash concrete together with the design mix for Portland cement (non-fly ash) concrete as specified in this Section.

## 1.5 QUALITY ASSURANCE

- A. Laborers: Use adequate number of skilled laborers who are thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. Compliance with Regulations: All materials shall comply with the current rules and regulations of the local air quality management district, with the rules regarding volatile organic compounds, and with FDA rules and regulations for dangerous substances in construction products.
- C. Concrete Manufacturer: Furnish concrete from licensed commercial ready-mix concrete plants conforming to ASTM C94 and approved by City of Los Angeles Department of Building and Safety. Requirements herein govern when exceeding ASTM C94.
- D. Continuous Inspection: Construct structural concrete exceeding 2,500 psi compressive strength under continuous inspection of DEPUTY INSPECTOR. Obtain inspection and approval of forms and reinforcing by CONTRACTOR's Independent Testing/Inspection Laboratory three (3) working days before placing structural concrete in order to be verified by ENGINEER.
- E. Tests on component materials and for compressive strength and shrinkage of concrete will be performed as specified herein. Test for determining slump will be in accordance with the requirements of ASTM C 143.
- F. The cost of all laboratory tests on cement, aggregates, and concrete compressive strength, will be borne by the CITY. However, the CONTRACTOR shall be responsible for all other required tests, and shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications.
- G. Concrete for testing shall be supplied by the CONTRACTOR at no cost to the CITY, and the CONTRACTOR shall provide assistance and facilities to the INSPECTOR in obtaining samples, and disposal and cleanup of excess material. The CONTRACTOR shall provide the test cylinders, as described in item 1.5.H, to the INSPECTOR for the required testing.
- H. Field Compression Tests:
  - 1. Compression test specimens will be taken during construction from the first placement of each concrete mix used and at intervals thereafter as selected by the INSPECTOR to insure continued compliance with these specifications. Each set of test specimens will be a minimum of 4 cylinders.
  - 2. Compression test specimens for concrete shall be made in accordance with ASTM C 31. Specimens shall be 6-inch diameter by 12-inch high cylinders.
  - 3. Compression tests shall be performed in accordance with ASTM C 39. Two test cylinders will be tested at 7 days as necessary and two at 28 days. Any remaining cylinders will be held to verify test results, if needed.
- I. Evaluation and acceptance of Compressive Strength Concrete shall be based on the following criteria:
  - 1. Concrete shall be sampled and tested in accordance with the ASTM's stated in Subsection 1.3.B.1.
  - 2. Acceptance of concrete placed shall be based on 28-day compressive strength test results. A 28-day compressive strength test shall consist of the average compressive strength of two concrete test cylinders fabricated from a single load of fresh concrete except that, if a cylinder should show evidence of improper handling, molding, or testing, said cylinder shall be discarded and the compressive strength test shall then consist of the remaining cylinder.
  - 3. Concrete compressive strength tests representing concrete poured-in-place, shall attain the 28-day compressive strength specified in the specifications or as shown on the plans.

4. In-place concrete represented by a compressive cylinder strength test failing to meet the specified 28-day compressive strength shall be removed from the work at no cost to the CITY. Also, the CONTRACTOR shall at its own expense make any corrective changes in the mix deemed necessary by the ENGINEER. The changes in the mix proportions or placement procedures shall be approved by the ENGINEER prior to the placement of any additional concrete subsequent to a failing compressive strength test.
5. As an alternative to the removal of concrete represented by a failed cylinder compressive strength test and subject to the approval of the ENGINEER, the concrete represented by the failed compressive strength cylinder test or tests may be cored in place. The corings shall be completed no later than 10 days from notification of failure by the ENGINEER. The cores shall be taken by the CONTRACTOR in the presence of the INSPECTOR and tested at the CONTRACTOR's expense in accordance with ASTM C 42 by a certified laboratory acceptable to the INSPECTOR. The cores shall be 4 inch diameter (min.) unless otherwise directed by the ENGINEER. At least three cores shall be taken in each area represented by a failed 28-day concrete compressive strength cylinder test. Unless otherwise directed by the ENGINEER, the cores shall be tested wet following a 40-hour submergence. If each core tests at least 85 percent of the specified 28-day compressive strength or greater, the concrete represented may be accepted provided the CONTRACTOR accepts the payment provisions stated below. Concrete represented by failing core tests shall not be paid for and shall be removed by the CONTRACTOR from the work at no cost to the CITY.
6. Payment to the CONTRACTOR for concrete accepted by the ENGINEER based on core test results but represented by failing compressive cylinder test results shall be reduced as follows:
  - a. When the result of a single compressive cylinder strength test is less than the specified 28-day compressive strength but 95 percent or more of the 28-day compressive strength, the CONTRACTOR shall pay the CITY **\$15** per cubic yard for each in-place cubic yard of concrete represented by the deficient compressive strength cylinder test as determined by the actual sampling interval; and.
  - b. When the result of a single compressive strength cylinder test is less than 95 percent of the specified 28-day compressive strength but is acceptable based on core test results taken in accordance with Subsection 1.5.1.5, the CONTRACTOR shall pay the CITY **\$20** per cubic yard for each in-place cubic yard of concrete represented by the deficient compressive strength cylinder test as determined by the actual sampling interval.

J. Shrinkage Tests:

1. Drying shrinkage tests shall be provided by the CONTRACTOR for the trial batch specified in the Paragraph in Part 2 entitled "Trial Batch and Laboratory Tests," and during construction to insure continued compliance with these Specifications.
2. Drying shrinkage specimens shall be 4-inch by 4-inch by 11-inch prisms with an effective gage length of 10 inches, fabricated, cured, dried and measured in accordance with ASTM C 157 modified as follows: specimens shall be removed from molds at an age of 23 ±1 hours after trial batching, shall be placed immediately in water at 70 degrees F ±3 degrees F for at least 30 minutes, and shall be measured within 30 minutes thereafter to determine original length and then submerged in saturated lime water at 73 degrees F ±3 degrees F. Measurement to determine expansion expressed as a percentage of original length shall be made at age 7 days. This length at age 7 days shall be the base length for drying shrinkage calculations ("0" days drying age). Specimens then shall be stored immediately in a humidity control room maintained at 73 degrees F ±3 degrees F and 50 percent ±4 percent relative humidity for the remainder of the test. Measurements to determine shrinkage expressed as percentage of base length shall be made and reported separately for 7, 14, 21, and 28 days of drying after 7 days of moist curing.

3. The drying shrinkage deformation of each specimen shall be computed as the difference between the base length (at "0" days drying age) and the length after drying at each test age. The average drying shrinkage deformation of the specimens shall be computed to the nearest 0.0001 at each test age. If the drying shrinkage of any specimen departs from the average of that test age by more than 0.0004-inch, the results obtained from that specimen shall be disregarded. Results of the shrinkage test shall be reported to the nearest 0.001 percent of shrinkage. Compression test specimens shall be taken in each case from the same concrete used for preparing drying shrinkage specimens. These tests shall be considered a part of the normal compression tests for the project. Allowable shrinkage limitations shall be as specified in Part 2, herein.
- K. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work is within the tolerances specified in Section 03100 "Concrete Formwork". Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances.
- L. For each class of fly ash, all testing and sampling procedures shall conform with these Specifications and ASTM C 311, including the restriction that one sample weighing 4 pounds shall be taken from at least each 200 tons of fly ash supplied.
- M. Separate storage facilities shall be provided for fly ash. Fly ash shall be stored in such a manner as to permit ready access for the purpose of inspection and sampling and suitably protected against contamination or moisture. Should any fly ash show evidence of contamination or moisture or be otherwise unsuitable, the INSPECTOR may reject it and require that it be removed from the site. Each class of fly ash used in concrete for this project shall be from the same source.

## **PART TWO - PRODUCTS**

### **1.1 CONCRETE MATERIALS**

- A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.
- B. All materials furnished for the work shall comply with the requirements of ACI 301, as applicable. For bridge structures, materials for concrete shall conform to Section 90-2 to 90-4 of CSS.
- C. Storage of materials shall conform to the requirements of ACI 301.
- D. Materials for concrete shall conform to the Standard Specifications and the following requirements.
  1. Concurrent with strength design criteria, concrete shall also be proportioned to provide the requisite durability to satisfy the exposure conditions imposed by either environment and/or service. Durability, in this context, refers to the ability of the concrete to resist deterioration from the environment or service in which it is placed. Concrete proportioned in accordance with ACI 318, or ACI 350 for sanitary structures, chapter 4, Durability Requirements, will meet this criteria.
  2. Aggregates shall be obtained from pits acceptable to the INSPECTOR, shall be non-reactive, and shall conform to ASTM C 33. Lightweight sand for fine aggregate will not be permitted.
    - a. When tested in accordance with ASTM C 289, the ratio of silica released to reduction in alkalinity shall not exceed 1.0.
    - b. When tested in accordance with ASTM C 40, the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

- c. When tested in accordance with ASTM C 131, the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.
  - d. When tested in accordance with ASTM C 88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using sodium sulfate.
  - e. When tested in accordance with ASTM C 117, materials finer than No. 200 sieve shall not exceed 1% for gravel, and 1.5% for crushed aggregate.
  - f. When tested in accordance with ASTM D 2419, the California sand equivalent values operating range shall not be below 71%.
3. Ready-mix concrete shall conform to the requirements of ASTM C 94.
4. Admixtures: The ENGINEER may require the use of admixtures or the CONTRACTOR may propose to use admixtures to control the set, effect water reduction, and increase workability. In either case, the addition of an admixture shall be at the CONTRACTOR's expense. The use and continued use of an admixture shall be approved by the ENGINEER. Admixtures specified herein, other than calcium chloride, shall conform to the requirements of ASTM C 494. The required quantity of cement shall be used in the mix regardless of whether or not an admixture is used. Admixtures shall contain no free chloride ions, be non-toxic after 30 days, and shall be compatible with and made by the same manufacturer as the air entraining admixture.

These admixtures shall not be used in greater doses than those recommended by the manufacturer or permitted by the ENGINEER. The permitted dosage of the admixture shall not exceed that which will result in an increase in the drying shrinkage of the concrete in excess of 20 percent when used in precast or prestressed concrete, or 10 percent when used in any other structural concrete. The strength of concrete containing the admixture in the amount proposed shall, at the age of 48 hours and longer be not less than that of similar concrete without the admixture. The admixture shall not adversely affect the specified air content, unless permitted by the ENGINEER.

- a. Set controlling admixture shall be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently over 80 degrees F, a set retarding admixture such as Sika Chemical Corporation's Plastiment, Master Builder's Pozzoloth 300R, or an approved equal shall be used. Where the air temperature at the time of placement is expected to be consistently under 40 degrees F, a set accelerating admixture such as Sika Chemical Corporation's Plastocrete 161FL, Master Builder's Pozzoloth 50C, or an approved equal shall be used.
- b. Low range water reducer shall conform to ASTM C 494, Type A where ambient temperature is 80 degrees F or lower, or Type D where ambient temperature is above 80 degrees F. It shall be either a hydroxylated carboxylic acid type or a hydroxylated polymer type. The quantity of admixture used and the method of mixing shall be in accordance with the manufacturer's instructions and recommendations.
- c. High range water reducer shall be sulfonated polymer conforming to ASTM C 494, Type F or G.

If the high range water reducing agent is added to the concrete at the batch plant, it shall be second generation type, Daracem 100, as manufactured by W.R. Grace & Co.; Pozzoloth 430R, as manufactured by Masterbuilders; or an approved equal. High range water reducer shall be added to the concrete after all other ingredients have been mixed and initial slump has been verified.

If the high range water reducer is added to the concrete at the job site, it shall be used in conjunction with a low range water reducer and shall be Pozzoloth 400N and Pozzoloth MBL82, as manufactured by Masterbuilders; WRDA 19 and WRDA 79, as

manufactured by W.R. Grace & Co.; or an approved equal. Concrete shall have a slump of 3-inches  $\pm$  1/2-inch prior to adding the high range water reducing admixture at the job site. The high range water reducing admixture shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the job site system.

Concrete shall be mixed at mixing speed for a minimum of 30 mixer revolutions after the addition of the high range water reducer.

- e. Air-entraining agent meeting the requirements of ASTM C 260, shall be used. Sufficient air-entraining agent shall be used to provide a total air content of 3 to 4 percent; provided that, when the mean daily temperature in the vicinity of the worksite falls below 40 degrees F for more than one day, the total air content provided shall be 5 to 6 percent. The CITY reserves the right, at any time, to sample and test the air-entraining agent received on the job by the CONTRACTOR. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.
5. Calcium Chloride: Except as otherwise provided herein, calcium chloride will not be permitted to be used in concrete.

## **1.2 CURING MATERIALS**

- A. Materials for curing concrete shall conform to Section 03370 "Curing Concrete, Part 2.

## **1.3 NON-WATERSTOP JOINT MATERIALS**

- A. Materials for non-waterstop joints in concrete shall conform to Section 03290 "Joints In Concrete", Part 2.

## **1.4 MISCELLANEOUS MATERIALS**

- A. Floor sealer/hardener shall be a colorless, aqueous solution of zinc and/or magnesium fluosilicate or of sodium silicate, and shall be as manufactured by Masterbuilders Company, W.R. Grace Co., or an approved equal. The solution shall be delivered ready for use in the manufacturer's original sealed containers. Each gallon of the fluosilicate solution shall contain not less than 2 pounds of crystals.
- B. Dampproofing agent shall be an asphalt emulsion, such as Sonneborn Hydrocide 660, Flintkote C-13-E Foundation Coating, or an approved equal.
- C. Epoxy adhesives shall be per the following products for the applications specified:
  - 2c For bonding freshly-mixed, plastic concrete to hardened concrete, Sikadur Hi-Mod Epoxy Adhesive, as manufactured by Sika Chemical Corporation; Concrevice 1001-LPL, as manufactured by Adhesive Engineering Company; or an approved equal.
  - 3c For bonding hardened concrete or masonry to steel, Colma-Dur Gel, Sikadur Hi-Mod Gel, or an approved equal.
- D. Drypack: Field mixture of 1 part Portland cement to 2 parts fine aggregate mixed to a damp consistency such that a ball molded in the hands will stick together and hold its shape. At CONTRACTOR's option, the specified admixture may be added for increased workability at lower water/cement ratio. In lieu of field mixing, CONTRACTOR may use factory mixed drypack material, such as Master Builders "SetGrout" or Euclid "Euco Dry Pack Grout", or an approved equal.

- E. Expansion Joint Filler: Asphalt impregnated fiber or non-extruding foam type, conforming to ASTM D994 and D1751, or D1752.
- F. Construction Joint Materials: "Key-Kold", "Kwik-Joint" of profiles indicated, or an approved equal.
- G. Bonding Agent: "Weld-Crete", manufactured by Larsen Products Co. or "Concresive", manufactured by Master Builders, or an approved equal.

**1.5 CONCRETE DESIGN REQUIREMENTS**

- A. General: Concrete shall be composed of cement, admixtures, aggregates and water. These materials shall be of the qualities specified. The exact proportions in which these materials are to be used for different parts of the work will be determined during the trial batch. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. Mix designs with more than 41 percent of sand of the total weight of fine and coarse aggregate shall not be used. The aggregate gradations shall be formulated to provide fresh concrete that will not promote rock pockets around reinforcing steel or embedded items. The proportions shall be changed whenever necessary or desirable to meet the required results at no additional cost to the CITY. All changes shall be subject to review by the ENGINEER.
- B. Water-Cement Ratio and Compressive Strength: The minimum compressive strength and cement content of concrete shall be not less than that specified in the following tabulation.

<u>Type of Work</u>	<u>Min. 28-Day Compressive Strength (psi)</u>	<u>Aggregate Gradation</u>	<u>Cement per cu yd (sacks)</u>	<u>Max W/C Ratio (by weight)</u>
Structural Concrete *				
a. Sanitary Structures:	4,000	C	7.0	0.45
b. Other Structures **:	3,250	C	6.0	0.54 **
Sitework concrete:	2,500	C	5.5	0.50
Lean concrete:	2,000	C	4.8	0.71

Note: One sack of cement equals 94 lb.

\* Use "B" Aggregate gradation when placing conditions permit.

\*\* For Slabs on grade, maximum W/C ratio shall be 0.45.

- C Adjustments to Mix Design: The mixes used shall be changed whenever such change is necessary or desirable to secure the required strength, density, workability, and surface finish and the CONTRACTOR shall be entitled to no additional compensation because of such changes.
- D. Fly ash/pozzolan may be used per requirements of the Standard Specifications, when approved by the ENGINEER as a partial cement replacement in concrete as follows:
  - 4c Fly ash shall replace not more than 10 percent by weight of the Portland cement in the design mix. The design mix shall contain a minimum of 7 sacks of cement per cubic yard before the replacement is made.
  - 5c Fly ash for hydraulic/liquid containing structures shall be Class F fly ash only. Fly ash for all other structures shall be Class C or F fly ash.

## 1.6 CONSISTENCY

The quantity of water entering into a batch of concrete shall be just sufficient, with a normal mixing period, to produce a concrete which can be worked properly into place without segregation, and which can be compacted by the vibratory methods herein specified to give the desired density, impermeability and smoothness of surface. Subject to the w/c ratio requirements of section 2.5, the quantity of water shall be changed as necessary, with variations in the nature or moisture content of the aggregates, to maintain uniform production of a desired consistency. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C 143. The slumps shall be as follows:

<u>Part of Work</u>	<u>Slump (in)</u>
With high range water reducer added	8-inches max
Other work	per Standard Specifications

## 1.7 TRIAL BATCH AND LABORATORY TESTS

- A. Before placing any concrete, a Department of Building and Safety certified testing laboratory approved by the ENGINEER shall prepare, within 30 calendar days after the date of the Notice to Proceed, a trial batch of each concrete mix, based on the preliminary concrete mixes submitted by the CONTRACTOR. During the trial batch the aggregate proportions may be adjusted by the testing laboratory using the two coarse aggregate size ranges to obtain the required properties. If one size range produces an acceptable mix, a second size range need not be used. Such adjustments shall be considered refinements to the mix design and shall not be the basis for extra compensation to the CONTRACTOR. All concrete shall conform to the requirements of this Section, whether the aggregate proportions are from the CONTRACTOR's preliminary mix design, or whether the proportions have been adjusted during the trial batch process. The trial batch shall be prepared using the aggregates, cement and admixture proposed for the project. The trial batch materials shall be of a quantity such that the testing laboratory can obtain 3 drying shrinkage, and 10 compression test specimens from each batch. The cost of not more than 3 laboratory trial batch tests for each specified concrete strength shall be borne by the CONTRACTOR. Any additional trial batch testing required shall be performed at the expense of the CONTRACTOR.

The trial batch procedure may be waived when test data of prior performance of the proposed mix design, performed by a Department of Building and Safety certified testing laboratory, is presented by the CONTRACTOR and approved by the ENGINEER.

The requirements of this section may be waived for concrete mixes specified by the Class per the Standard Specifications.

- B. The determination of compressive strength will be made by testing 6-inch diameter by 12-inch high cylinders; made, cured and tested in accordance with ASTM C 192 and ASTM C 39. 5 compression test cylinders shall be tested at 7 days and 5 at 28 days. The average compressive strength for the 5 cylinders tested at 28 days for any given trial batch shall not be less than the appropriate sections of ACI 318 of the specified compressive strength.
- C. A sieve analysis of the combined aggregate for each trial batch shall be performed according to the requirements of ASTM C 136. Values shall be given for percent passing each sieve.

## 1.8 SHRINKAGE LIMITATION

- A. The maximum concrete shrinkage for specimens cast in the laboratory from the trial batch, as measured at 21-day drying age or at 28-day drying age shall be 0.036 percent or 0.042 percent, respectively. The CONTRACTOR shall only use a mix design for construction that has first met the trial batch shrinkage requirements.
- B. The maximum concrete shrinkage for specimens cast in the field shall not exceed the trial batch maximum shrinkage requirement by more than 25 percent.

- C. If the required shrinkage limitation is not met during construction, the CONTRACTOR shall take any or all of the following actions, at no additional cost to the CITY, for securing the specified shrinkage requirements. These actions may include changing the source or aggregates, cement and/or admixtures; reducing water content; washing of aggregate to reduce fines; increasing the number of construction joints; modifying the curing requirements; or other actions designed to minimize shrinkage or the effects of shrinkage.

#### **1.9 MEASUREMENT OF CEMENT AND AGGREGATE**

The amount of cement and of each separate size of aggregate entering into each batch of concrete shall be determined by direct weighing equipment furnished by the CONTRACTOR and acceptable to the ENGINEER; provided that, where batches are so proportioned as to contain an integral number of conventional sacks of cement, and the cement is delivered at the mixer in the original unbroken sacks, the weight of the cement contained in each sack may be taken without weighing as 94 pounds.

#### **1.10 MEASUREMENT OF WATER**

The quantity of water entering the mixer shall be measured by a suitable water meter or other measuring device of a type acceptable to the ENGINEER and capable of measuring the water in variable amounts within a tolerance of one percent. The water feed control mechanism shall be capable of being locked in position so as to deliver constantly any specified amount of water to each batch of concrete, and the meter shall include a set-back register with a readily visible vertical face and double hands indicating in cubic feet and decimals thereof. A positive quick-acting valve shall be used for a cut-off in the water line to the mixer. The operating mechanism must be such that leakage will not occur when the valves are closed

#### **1.11 READY-MIXED CONCRETE**

- A. At the CONTRACTOR's option, ready-mixed concrete may be used meeting the requirements as to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94, including the following supplementary requirements.
- B. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within 90 minutes after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first. In hot weather, or under conditions contributing to quick stiffening of the concrete, the ready-mixed concrete shall be discharged before the temperature of the concrete exceeds 90 degrees F.
- C. Truck mixers shall be equipped with electrically-actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the re-settable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.
- D. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, shall be at the speed designated by the manufacturer of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolution of mixing.
- E. Truck mixers and their operation shall be such that the concrete throughout the mixed batch as discharged is within acceptable limits of uniformity with respect to consistency, mix, and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than 2-inches when the specified slump is more than 3-inches, the mixer shall not be used on the work unless the causing condition is corrected and satisfactory performance is verified by additional slump tests. All mechanical details of the mixer, such as water measuring and discharge apparatus, condition of the blades, speed of rotation, general

mechanical condition of the unit, and clearance of the drum, shall be checked before a further attempt to use the unit will be permitted.

- F. Each batch of ready-mixed concrete delivered at the job site shall be accompanied by a certified weighmaster delivery ticket furnished to the INSPECTOR in accordance with the Paragraph in Part 1 entitled "Certified Delivery Tickets".
- G. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. Combination truck and trailer equipment for transporting ready-mixed concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by the INSPECTOR.

#### **1.12 PRESTRESSING CONCRETE**

Prestressing of concrete for bridge structures shall comply with Section 50 of CSS.

#### **2.13 CONCRETE BARRIER**

Concrete barrier materials shall comply with Section 83-2.02 of CSS.

### **PART THREE - EXECUTION**

#### **1.1 PROPORTIONING AND MIXING**

- A. Proportioning: Proportioning of the concrete mix shall conform to the requirements of Chapter 3 "Proportioning" of ACI 301; provided that the maximum slump for any concrete shall not exceed 4-inches except when the use of high range water reducer is permitted which increases the maximum slump to 8-inches. Proportioning for bridge structures shall comply with Section 90-5 of the CSS.
- B. Mixing: Mixing of concrete shall conform to the requirements of Chapter 7 of said ACI 301 Specifications.
- C. Slump: Maximum slumps shall be as specified herein in Section 2.6.
- D. Retempering: Retempering of concrete or mortar which has partially hardened will not be permitted.

#### **1.2 PREPARATION OF SURFACES FOR CONCRETING**

- A. General: Wet wood forms sufficiently to tighten up cracks. Wet other materials sufficiently to reduce adsorption and to help maintain concrete workability. Earth surfaces shall be thoroughly wetted by sprinkling, 24 hours prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.
- B. Vapor Barrier: Install under interior floor slabs on grade. Lap joints 6" in the direction of concrete spreading and tape seal. Seal the joints at walls and around penetrations with tape. Cover barrier with 2" layer of clean damp sand.
- C. Screeds: Set screeds at walls and maximum 8' centers between. Set to provide level floor. Check with an instrument level, transit, or laser during placing operation to maintain level floor.
- D. Screeds Over Vapor Barrier: Use weighted pad or cradle type screeds and do not drive stakes through the vapor barrier. Check with an instrument level, transit, or laser.
- E. Metal Floor Decking: Verify that decking joints are sealed and there are no openings or voids that will permit concrete leakage.

- F. Expansion Joint Filler: Install where slabs abut buildings and elsewhere as indicated. Install full depth of concrete with top level with finished surface of concrete.
- G. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the old concrete has been stopped or interrupted so that, as determined by the ENGINEER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting followed by thorough washing. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.
- H. After the surfaces have been prepared all approximately horizontal construction joints shall be covered with a layer of mortar approximately two-inch thick, or as shown on the plans. The mortar shall have the same proportions of cement and sand as the regular concrete mixture. The water-cement ratio of the mortar in place shall not exceed that of the concrete to be placed upon it, and the consistency of the mortar shall be suitable for placing and working in the manner hereinafter specified. The mortar shall be spread uniformly and shall be worked thoroughly into all irregularities of the surface. Wire brooms shall be used where possible to scrub the mortar into the surface. Concrete shall be placed immediately upon the fresh mortar. When casting deep walls (more than 6 feet high) over slabs or footings, in lieu of the two-inch thick mortar, a 6-inch lift of a rich pea gravel mix with the same water-cement ratio as the wall concrete shall be placed and spread uniformly. Wall concrete shall follow immediately and shall be placed upon the fresh pea gravel mix.
- I. Embedded Items: No concrete shall be placed until all formwork, installation of parts to be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and ACCEPTED by the INSPECTOR at least 24 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.
- J. Conduits and Sleeves:
  - 1. Locate so as not to reduce the strength of construction. Do not place pipes, except conduits in a slab of less than 3-1/2" thickness.
  - 2. In supported concrete slabs, do not bury conduit having any outside diameter greater than 33% of the thickness of the slab. Increase slab thickness locally to meet this requirement.
  - 3. Do not place conduit between the bottom of reinforcing steel and the bottom of supported slab.
  - 4. In placing conduits at slabs on earth, place below the reinforcement, and encase in concrete by increasing thickness of the slab locally to at least 3" of concrete around the conduit on all sides.
- K. All inserts or other embedded items shall conform to the requirements herein.
- L. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown or by shop drawings and shall be acceptable to the INSPECTOR before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.
- M. Where concrete is to be cast against old concrete, (greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by sand-blasting, exposing the aggregate. In concrete shear-walls, suspended slabs and roof slabs, the interface surface at construction joints shall be roughened to a full amplitude of one quarter inch. The hardened surface shall be cleaned of all latent foreign material and washed clean, prior to the application of an epoxy bonding agent.

- N. Concrete shall not be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. Concrete shall not be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, will be subject to the review of the ENGINEER.
- O. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2-inches clearance between said items and any part of the concrete reinforcement. Securing such items in position by wiring or welding them to the reinforcement will not be permitted.
- P. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.
- Q. Anchor bolts shall be accurately set, and shall be maintained in position by templates while being embedded in concrete.
- R. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

### **1.3 HANDLING, TRANSPORTING, AND PLACING**

- A. General: Do not place concrete during rain or adverse weather conditions without means to prevent all damage. Conform to requirements specified hereinafter whenever concrete placement is required during cold or hot weather. Placing of concrete shall conform to the applicable requirements of ACI 301 and the requirements of this Section.
- B. Non-Conforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced by and at the expense of the CONTRACTOR.
- C. Concrete shall not be placed except in the presence of duly authorized representative of the INSPECTOR. The CONTRACTOR shall notify the INSPECTOR in writing at least 48 hours in advance of placement of any concrete.
- D. Placement in Wall Forms: Concrete shall not be dropped through reinforcement steel or into any deep form, whether reinforcement is present or not, causing separation of the coarse aggregate from the mortar on account of repeatedly hitting rods or the sides of the form as it falls, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes, or buggies. Concrete shall be uniformly distributed during the process of depositing and in no case after depositing shall any portion be displaced in the forms more than 6 feet in horizontal direction. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet; and care shall be taken to avoid inclined layers or inclined construction joints except where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in forms shall not exceed 5 feet of vertical rise per hour.
- E. Casting New Concrete Against Old: An approved epoxy adhesive bonding agent shall be applied to the old surfaces according to the manufacturer's written recommendations. This provision shall not apply to joints where waterstop is installed, see Section 03290, "Joints in Concrete".

- F. Conveyor Belts and Chutes: All ends of chutes, hopper gates, and all other points of concrete discharge throughout the CONTRACTOR'S conveying, hoisting and placing system shall be so designed and arranged that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the ENGINEER. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the specified consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered. Sufficient illumination shall be provided in the interior of all forms so that the concrete at the places of deposit is visible from the deck or runway.
- G. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the pour. As the work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screeded in an up-slope direction.
- H. Temperature of Concrete: The temperature of concrete when it is being placed shall be not more than 90 degrees F nor less than 40 degrees F in moderate weather, and not less than 50 degrees F in weather during which the mean daily temperature drops below 40 degrees F. Concrete ingredients shall not be heated to a temperature higher than that necessary to keep the temperature of the mixed concrete, as placed, from falling below the specified minimum temperature. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.
- I. Cold Weather Placement:
1. Earth foundations shall be free from frost or ice when concrete is placed upon or against them. Fly ash concrete shall not be placed when the air temperature falls below 50 degrees F.
  2. Normal Concrete: When the temperature is below 40 degrees F, the temperature of the concrete placed in the forms shall be at least 60 degrees F. When the temperature is below 30 degrees F, the temperature of the concrete as mixed shall be 65°F. In all cases, when the daily average temperature is below 40 degrees F, the concrete shall be kept at 55 degrees F for the 72 hours, and then allowed to drop uniformly to the air temperature over the next 24 hours. Concrete temperature shall be measured by placing a thermometer 2" below the top of the concrete being placed.
  3. Air-entrained concrete shall be kept at the above temperature for 27 hours and above freezing for an additional 72 hours.
  4. No calcium chloride shall be used to accelerate hardening of concrete. CONTRACTOR to certify that any additive used does not contain calcium chloride.
  5. If low temperature accelerating admixture is proposed, adjust concrete mix as required and obtain approval of the ENGINEER.
  6. All concrete materials, reinforcement, forming materials and ground with which concrete is to come in contact shall be free of frost.
  7. The covering or other protection used in connection with the curing shall remain in place and intact for at least 24 hours.
  8. The work shall be protected from the elements, flowing water, and defacements of any nature during the construction operations.
  9. Conform to the provisions of ACI 306.1, except as modified herein.

J. Hot Weather Placement:

Conform to ACI 305R and the following requirements:

1. Take extra care to reduce the temperature of the concrete being placed, and to prevent rapid drying of newly placed concrete. When the outdoor ambient temperature is more than 90 degrees F, shade the fresh concrete as soon as possible after placing, and start curing as soon as the surface of the fresh concrete is sufficiently hard to permit it without damage.
2. Concrete placement temperatures shall be controlled by the CONTRACTOR and shall not be limited to:
  - A. Shading and cooling the aggregate;
  - B. Avoiding use of hot cement;
  - C. Cooling mixing water by additions of ice;
  - D. Insulating water supply lines and tanks; and
  - E. Insulating mixer drums or cooling them with sprays or wet burlap.

**1.4 PUMPING OF CONCRETE**

- A. General: If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.
- B. Pumping Equipment: The pumping equipment must have 2 cylinders and be designed to operate with one cylinder only in case the other one is not functioning. In lieu of this requirement, the CONTRACTOR may have a standby pump on the site during pumping.
- C. The minimum diameter of the hose (conduits) shall be 4-inches.
- D. Pumping equipment and hoses (conduits) that are not functioning properly, shall be replaced.
- E. Aluminum conduits for conveying the concrete will not be permitted.
- F. Gradation of coarse aggregates shall conform to ASTM C 33 and shall be as close to the middle range as possible.
- G. Gradation of fine aggregate shall conform to ASTM C 33, with 15 to 30 percent passing the number 50 screen and 5 to 10 percent passing the number 100 screen. The fineness modulus of sand used shall not be over 3.00.
- H. Field Control: Concrete samples for slump per ASTM C 143 and test cylinders per ASTM C 31 and C 39.

**1.5 ORDER OF PLACING CONCRETE**

- A. The order of placing concrete in all parts of the work shall be acceptable to the ENGINEER. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints shown. The placing of units shall be done by placing alternate units in a manner such that each unit placed shall have cured at least 7 days before the contiguous unit or units are placed, except that the corner sections of vertical walls shall not be placed until the 2 adjacent wall panels have cured at least 14 days.

- B. The surface of the concrete shall be level whenever a run of concrete is stopped. To insure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4-inch thick shall be tacked to the forms on these surfaces. The concrete shall be carried about 1/2-inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and all laitance shall be removed.

## **1.6 TAMPING AND VIBRATING**

- A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense, homogeneous mass, filling all corners and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be high speed power vibrators (8,000 to 10,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required.
- B. Operation of Vibrators: Do not horizontally transport concrete in forms with vibrators nor allow vibrators to contact forms or reinforcing. Push vibrators vertically into the preceding layers that are still plastic and slowly withdraw, producing maximum obtainable density in concrete without creating voids or segregation. In no case disturb concrete that has partially set. Vibrate at intervals not exceeding two-thirds the effective visible vibration diameter of the submerged vibrator. Avoid excessive vibration that causes segregation. Use and type of vibrators shall conform to ACI 309 "Recommended Practice for Consolidation of Concrete".
- C. Correction of Segregation: Before placing next layer of concrete, and at the top of last placement for vertical elements, remove concrete containing excess water or fine aggregate or showing deficiency of coarse aggregate and fill the space with compacted concrete of correct proportions.
- D. Care shall be used in placing concrete around waterstops. The concrete shall be carefully worked by rodding and vibrating to make sure that all air and rock pockets have been eliminated. Where flat-strip type waterstops are placed horizontally, the concrete shall be worked under the waterstops by hand, making sure that all air and rock pockets have been eliminated. Concrete surrounding the waterstops shall be given additional vibration, over and above that used for adjacent concrete placement to assure complete embedment of the waterstops in the concrete.
- E. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the results herein specified within 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

## **1.7 FINISHING CONCRETE SURFACES**

- A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions shown are defined as tolerances and are specified in Part 1, herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.
- B. Formed Surfaces: Formed surfaces for all structures other than building structures and bridge decks, shall be finished per Section 303-1.9 of Standard Specifications. Concrete for bridge decks shall be finished per CSS Section 51-1.17. Concrete for building and retaining wall structures shall be finished per architectural finish as specified hereon, or as shown on Drawings.

## 1.8 CURING AND DAMPPROOFING

Curing and Dampproofing shall conform to Section 03370 "Curing Concrete", Part 3.

## 1.9 PROTECTION

The CONTRACTOR shall protect all concrete against injury until final acceptance by the CITY. Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever such precipitation is imminent or occurring. Immediately following the first frost in the fall, the CONTRACTOR shall be prepared to protect all concrete against freezing. After the first frost, and until the mean daily temperature in the vicinity of the worksite falls below 40 degrees F for more than one day, the concrete shall be maintained at a temperature not lower than 50 degrees F for at least 72 hours after it is placed.

The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the CITY. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the CONTRACTOR'S expense.

## 1.10 TREATMENT OF SURFACE DEFECTS

- A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the ENGINEER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall be repaired as specified herein. Concrete containing extensive voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. All repairs and replacements herein specified shall be promptly executed by the CONTRACTOR at its own expense.
- B. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2-inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32-inch depth of the surface film from all hard portions, by means of an efficient sandblast. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces under repair will remain moist, but not so wet as to overcome the suction upon which a good bond depends. The material used for repair purposes shall consist of a mixture of one sack of cement to 3 cubic feet of sand. For exposed walls, the cement shall contain such a proportion of Atlas white Portland cement as is required to make the color of the patch match the color of the surrounding concrete.
- C. Holes left by tie-rod cones shall be reamed so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with non-shrink grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed but shall be repaired in an approved manner with non-shrink grout.
- D. All repairs shall be built up and shaped in such a manner that the completed work will conform to the requirements of this Section, as applicable, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

- E. Prior to filling any structure with water, all cracks that may have developed shall be repaired to the satisfaction of the ENGINEER. This repair method shall be done on the water bearing face of members. Prior to backfilling, faces of members in contact with fill, which are not covered with a waterproofing membrane, shall also have cracks repaired as specified herein.

**1.11 PRESTRESSING CONCRETE**

Prestressing concrete for bridge structures shall comply with CSS Section 50.

**3.12 CONCRETE BARRIER**

Concrete barrier construction shall comply with Section 83-2.02 of CSS.

**(END OF SECTION)**

**SECTION 03315  
GROUT**

**PART ONE - GENERAL**

**1.1 THE REQUIREMENT**

- A. The CONTRACTOR shall furnish all materials for grout in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, in accordance with the requirements of the Contract Documents.
- B. All grouts shall be City of Los Angeles approved product. The CONTRACTOR shall submit a copy of the Los Angeles Research Report with submittals.
- C. The following types of grout shall be covered in this Section:
  - 1. Non-Shrink Grout: This type of grout is to be used wherever grout is shown in the Contract Documents, unless another type is specifically referenced.
  - 2. Cement Grout
  - 3. Epoxy Grout

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- B. Section 03300 Cast-in-Place Concrete.

**1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- C. Comply with the reference standards of the GENERAL REQUIREMENTS.
- D. Comply with the current provisions of the following Codes and Standards, as applicable.

- 1. Commercial Standards:

CRD-C 621	Corps of Engineers Specification for Non-shrink Grout
ASTM C 109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)
ASTM C 531	Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical- Resistant Mortars, Grouts, and Monolithic Surfacing
ASTM C 579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacing
ASTM C 827	Test Method for Early Volume Change of Cementitious Mixtures
ASTM C 1107	Standard Specification for Packaged dry hydraulic cement grout (non-shrink)
ASTM D 696	Test Method for Coefficient of Linear Thermal Expansion of Plastics

2. Other Government Standards:  
CSS Caltrans Standard Specifications.

#### **1.4 CONTRACTOR SUBMITTALS**

- A. Submittals shall be made in accordance with GENERAL REQUIREMENTS.
- B. The following submittals and specific information shall be provided.
  1. The CONTRACTOR shall submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of non-shrink and epoxy grout used in the work.

#### **1.5 QUALITY ASSURANCE**

- A. Field Tests:
  1. Compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the ENGINEER to insure continued compliance with these specifications. The specimens will be made by the INSPECTOR
  2. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, 28 days, and each additional time period as appropriate.
  3. Compression tests and fabrication of specimens for epoxy grout will be performed as specified in ASTM C 579, Method B, at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, and each earlier time period as appropriate.
  4. All grout, already placed, which fails to meet the requirements of these specifications, is subject to removal and replacement at the cost of the CONTRACTOR.
  5. The cost of all laboratory tests on grout will be borne by the CITY, but the CONTRACTOR shall assist the INSPECTOR in obtaining specimens for testing. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The CONTRACTOR shall supply all materials necessary for fabricating and containing the test specimens.
- B. Construction Tolerances: Construction tolerances shall be as specified in the Section 03300, "Cast-in-Place Concrete," except as modified herein and elsewhere in the Contract Documents.

### **PART TWO - PRODUCTS**

#### **1.1 CEMENT GROUT**

- A. Cement Grout: Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary for the mixture to flow under its own weight. Where needed to match the color of adjacent concrete, white Portland cement shall be blended with regular cement as needed. In addition, where needed, an approved admixture may be added to increase workability at a low water/cement ratio. The minimum compressive strength at 28 days shall be 4000 psi.
- B. Cement grout materials shall be as specified in Section 03300, "Cast-in-Place Concrete".

## 1.2 PREPACKAGED GROUTS

### A. Non-Shrink Grout:

1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating when tested in accordance with C1107, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.
2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5,000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C 827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.
3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5,000 psi and shall meet the requirements of CRD C 621.
4. Application:
  - a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the contract documents; except, for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.
  - b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.

### B. Epoxy Grout:

1. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.
2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.
4. The epoxy grout shall develop a compressive strength of 5,000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-inch diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the

area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.

6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 degree F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of  $30 \times 10^{-6}$  inches/inch/degree F when tested according to ASTM C 531 or ASTM D 696.
7. The CONTRACTOR shall demonstrate the ability of the epoxy grout system to completely fill the size and depth of the intended hole, blockout, or area before the system is submitted for consideration by the ENGINEER.
8. Application: Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout, and for all other applications required in the Contract Documents.

### **1.3 CURING MATERIALS**

Curing materials shall be as specified in Section 03300, "Cast-in-Place Concrete" for cement grout and as recommended by the manufacturer of prepackaged grouts.

### **1.4 CONSISTENCY**

The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

### **1.5 MEASUREMENT OF INGREDIENTS**

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement shall not be allowed.
- B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

## **PART THREE - EXECUTION**

### **1.1 GENERAL**

- A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03300, "Cast-in-Place Concrete". The finish of the grout surface shall match that of the adjacent concrete.
- B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request. All costs related to this requirement shall be borne by the CONTRACTOR.
- C. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

### **1.2 CONSOLIDATION**

Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

**(END OF SECTION)**

**SECTION 03370  
CONCRETE CURING**

**PART ONE - GENERAL**

**1.1 THE REQUIREMENT**

- A. The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the work as indicated on the Drawings and specified herein.
- B. This section covers the work necessary for the concrete curing requirements.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 03100 Concrete Formwork.
- B. Section 03300 Cast-In-Place Concrete.

**1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS**

- A. Comply with the reference standards and Standard Specifications of the GENERAL REQUIREMENTS.
- B. Comply with the current provisions of the following Codes and Standards, as applicable.
  - 1. Federal Specifications:
    - UU-B-790A (Int.Amd. 1) Building Paper, Vegetable Fiber (Kraft, Waterproofed, Waterproofed, water Repellant and Fire Resistant)
  - 2. Commercial Standards:

ACI 308	Standard Practice for Curing Concrete
ASTM C 156	Test Method for Water Retention by Concrete Curing Materials
ASTM C 171	Specifications for Sheet Materials for Concrete Curing
ASTM C 309	Specifications for Liquid Membrane-Forming Compounds for Curing Concrete
  - 3. Government Standards:

CSS	Caltrans Standard Specifications
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## **1.4 CONTRACTOR SUBMITTALS**

- A. Submittals shall be made in accordance with the GENERAL REQUIREMENTS.

## **1.5 QUALITY ASSURANCE**

- A. Quality Control Data:
  - 1. Curing Compound: Manufacturer's Certification of Compliance, to include statement that product meets ASTM C 309, additional permeability requirement, and coverage.
  - 2. Retardant For Exposed Aggregate Finish on Formed Surface: Manufacturer's Certification of Compliance including statement that product is suitable for and will meet job requirements.
  - 3. Curing method, procedures and method of application to be used shall be in compliance with the requirements as specified herein.

## **PART TWO - PRODUCTS**

### **2.1 CURING MATERIALS**

- A. Materials for curing concrete as specified herein shall conform to the Standard Specifications and the following requirements:
  - 1. Polyethylene sheet for use as concrete curing blanket shall be white and conform to ASTM C 171. The loss of moisture when determined in accordance with the requirements of ASTM C 156 shall not exceed 0.055 grams per square centimeter of surface.
  - 2. Polyethylene-coated waterproof paper sheeting for use as concrete curing blanket shall consist of white polyethylene sheeting free of visible defects, uniform in appearance, having a nominal thickness of 2 mils and permanently bonded to waterproof paper conforming to the requirements of Federal Specification UU-B-790A (Int. Amd. 1). The loss of moisture, when determined in accordance with the requirements of ASTM C 156, shall not exceed 0.055 gram per square centimeter of surface.
  - 3. Polyethylene-coated burlap for use as concrete curing blanket shall conform to ASTM C 171. The loss of moisture, when determined in accordance with the requirements of ASTM C 156, shall not exceed 0.055 grams per square centimeter of surface.
  - 4. Curing mats for use in Curing Method 6 as specified herein, shall be heavy shag rugs or carpets or cotton mats quilted at 4-inches on center. Curing mats shall weigh a minimum of 12 ounces per square yard when dry.
  - 5. Evaporation retardant shall be a material such as Confilm as manufactured by Masterbuilders, Cleveland, OH; or an approved equal.
- B. Curing Compound:
  - 1. Curing compound shall consist of a liquid which, when applied to fresh concrete by means of a spray gun, will form an impervious membrane over the exposed surfaces of the concrete.
  - 2. The membrane may be either asphaltic or paraffin derivatives to which other waterproofing materials may have been added. Concrete curing compounds shall be designated by type as follows:

Type 1 – Clear or translucent without dye

Type 1-D - Clear or translucent with red fugitive dye

Type 2 - White pigmented

Type 3 - Light gray pigmented

Type 4 - Black pigmented

3. Provide curing compound meeting requirements of ASTM C 309, with additional requirement that permeability not exceed 0.039 gm/square cm/72 hours, when tested in accordance with ASTM C 156 standards.
4. Provide evaporation retardant where required to prevent rapid evaporation of water from fresh exposed concrete.
5. When pigmented curing compounds are used, at the time of use, the compound shall be thoroughly mixed, with the pigment uniformly dispensed throughout the mixture.
6. Unless otherwise specified, Type 1-D curing compound shall be used, except that Type 2 shall be used for the top surface of bridge decks.

## **2.2 FLOOR HARDENER (SURFACE-APPLIED)**

- A. Floor hardener shall be a colorless, aqueous solution of zinc and/or magnesium fluosilicate.
- B. Each gallon of fluosilicate solution shall contain minimum of 2 pounds of crystals.
- C. All hardeners shall be furnished by the CONTRACTOR and shall be delivered ready mixed in sealed original containers bearing the manufacturer's name and product identification.

## **PART THREE - EXECUTION**

### **3.1 CURING OF CONCRETE**

### **3.2 CURING AND DAMPPROOFING METHODS**

General: All concrete shall be cured for not less than 10 days after placing, in accordance with the methods specified herein for the different parts of the work, and described in detail in the following paragraphs. Curing concrete for bridge structures shall comply with Section 90-7 of the CSS.

<u>Surface to be Cured or Dampproofed (except bridge structures)</u>	<u>Method</u>
Unstripped forms	1
Wall sections with forms removed	6
Construction joints between footings and walls, and between floor slab and columns	2

Encasement concrete and thrust blocks 3

All concrete surfaces not specifically provided for elsewhere in this Paragraph 4

Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removed. If steel forms are used the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 10 days of placing the concrete, curing shall be continued in accordance with Method 6, herein.

Method 2: The surface shall be covered with burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been placed. No curing compound shall be applied to surfaces cured under Method 2.

Method 3: The surface shall be covered with moist earth not less than 4 hours, nor more than 24 hours, after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.

Method 4: The surface shall be sprayed with a liquid curing compound.

- 1 Curing compound shall be applied in 2 coats according to the manufacturer's printed instructions. The direction of application of the second coat shall be perpendicular to the first. The second coat shall be applied when the first coat is dry to touch, but not to exceed 4 hours. Each coat shall be applied at a rate not more than 200 square feet per gallon and in such a manner as to cover the surface with a uniform film which will seal thoroughly.
- 2 Where the curing compound method is used, care shall be exercised to avoid damage to the seal during the curing period. The CONTRACTOR shall maintain and monitor the curing compound membrane for a minimum of 10 days. Should the seal be damaged or broken before the expiration of this curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.
- 3 Wherever curing compound may have been applied by mistake to surfaces against which concrete subsequently is to be placed and to which it is to adhere, said compound shall be entirely removed by wet sandblasting just prior to the placing of new concrete.
- 4 Application of the curing compound to the concrete shall commence as soon as the finished surface of the concrete reaches a uniformly damp appearance with no free water on the surface. Curing compound shall also be applied no later than 2 hours after removal of forms from contact with formed surfaces or after the placement of concrete on the subgrade. At any point, the application rate shall be within 50 square feet per gallon of the nominal rate and the average application rate shall be within 25 square feet per gallon of the nominal rate specified when tested in accordance with California Test 535.
- 5 Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been

applied, the area involved shall first be wet-sandblasted to remove the curing compound, following which repairs shall be made as specified herein.

- 6 At the time of use, pigmented curing compounds shall be maintained in a thoroughly mixed condition. Containers of curing compound shall remain air-tight when not in use.
- 7 The CONTRACTOR shall apply curing compound in the presence of the INSPECTOR. Curing compound shall be applied to form a continuous and uniform membrane.

Method 5: Immediately after the concrete has been screeded, it shall be treated with a liquid evaporation retardant. The retardant shall be used again after each work operation as necessary to prevent drying shrinkage cracks.

1. Immediately after each square foot of the concrete has been finished, it shall be given a coat of curing compound in accordance with Method 4, herein. Not less than one hour nor more than 4 hours after the coat of curing compound has been applied, the surface shall be wetted with water delivered through a fog nozzle, and concrete-curing blankets shall be placed on the slabs. The curing blankets shall be polyethylene sheet, polyethylene-coated waterproof paper sheeting or polyethylene-coated burlap. The blankets shall be laid with the edges butted together and with the joints between strips sealed with 2-inch wide strips of sealing tape or with edges lapped not less than 3-inches and fastened together with a waterproof cement to form a continuous watertight joint.
2. The curing blankets shall be left in place during the 10-day curing period and shall not be removed until after concrete for adjacent work has been placed. Should the curing blankets become torn or otherwise ineffective, the CONTRACTOR shall replace damaged sections. During the first 3 days of the curing period, no traffic of any nature and no depositing, temporary or otherwise, of any materials shall be permitted on the curing blankets. During the remainder of the curing period, foot traffic and temporary depositing of materials that impose light pressure will be permitted only on top of plywood sheets 5/8-inch minimum thickness, laid over the curing blanket. The CONTRACTOR shall add water under the curing blanket as often as necessary to maintain damp concrete surfaces at all times.

Method 6: Concrete slabs shall be treated with an evaporation retardant as specified in Method 5. The concrete shall be kept continuously wet by the application of water for a minimum period of at least 10 consecutive days beginning immediately after the concrete has been placed or forms removed. Heavy curing mats shall be used as a curing medium to retain the moisture during the curing period. The curing medium shall be weighted or otherwise held in place to prevent being dislodged by wind or any other causes. Until the concrete surface is covered with the curing medium the entire surface shall be kept damp by applying water using nozzles that atomize the flow so that the surface is not marred or washed. The curing blankets and concrete shall be kept continuously wet by the use of sprinklers or other means both during and after normal working hours. Immediately after the application of water has terminated at the end of the curing period, the curing medium shall be removed and curing compound immediately applied in accordance with Method 4, herein. The CONTRACTOR shall dispose of excess water from the curing operation to avoid damage to the work.

Method 7:

1. Method 6 shall be used for curing.
2. Immediately after completion of curing the surface shall be sprayed with a dampproofing agent consisting of an asphalt emulsion. Application shall be in 2 coats. The first coat shall be diluted to 1/2 strength by the addition of water and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon of dilute solution. The second coat shall consist of an application of the specified material, undiluted, and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon. Dampproofing material shall be as specified herein.
3. As soon as the asphalt emulsion, applied as specified herein, has taken an initial set, the entire area thus coated shall be coated with whitewash. Any formula for mixing the whitewash may be used which produces a uniformly coated white surface and which so remains until placing of the backfill. Should the whitewash fail to remain on the surface until the backfill is placed, the CONTRACTOR shall apply additional whitewash.

Method 8: Floor slabs to be covered with resilient flooring shall be coated with an asphaltic membrane curing compound such as Hunt's Process Black, or an approved equal.

**3.3 EVAPORATION RETARDANT APPLICATION PROTECTION**

- A. Spray onto surface of fresh concrete immediately after screeding to react with surface moisture.
- B. Reapply after smoothing surface with a bull float to ensure continuous, compacted monomolecular layer until final finishing is completed.
- C. After finishing, apply water curing as specified.

**3.4 CURING AND PROTECTION IN COLD WEATHER**

- A. Concrete shall not be placed during cold weather where conditions would require procedures as specified in ACI 306.
- B. The Engineer, at his option, may allow cold weather placement of concrete if an extended period of cold weather is anticipated.
- C. Water curing of concrete may be reduced to 6 days during periods when the mean daily temperature in the vicinity of the worksite is less than 40 degrees F; provided that, during the prescribed period of water curing, when temperatures are such that concrete surfaces may freeze, water curing shall be temporarily discontinued.
- D. Concrete cured by an application of curing compound will require no additional protection from freezing if the protection at 50 degrees F for 72 hours is obtained by means of approved insulation in contact with the forms or concrete surfaces; otherwise, the concrete shall be protected against freezing temperatures for 72 hours immediately following 72 hours protection at 50 degrees F. Concrete cured by water curing shall be protected against freezing temperatures for 3 days immediately following the 72 hours of protection at 50 degrees F.

- E. Discontinuance of protection against freezing temperatures shall be such that the drop in temperature of any portion of the concrete will be gradual and will not exceed 40 degrees F in 24 hours. In the spring, when the mean daily temperature rises above 40 degrees F for more than 3 successive days, the specified 72-hour protection at a temperature not lower than 50 degrees F may be discontinued for as long as the mean daily temperature remains above 40 degrees F; provided, that the concrete shall be protected against freezing temperatures for not less than 48 hours after placement.
- F. Where artificial heat is employed, special care shall be taken to prevent the concrete from drying. Use of unvented heaters will be permitted only when unformed surfaces of concrete adjacent to the heaters are protected for the first 24 hours from an excessive carbon dioxide atmosphere by application of curing compound; provided, that the use of curing compound for such surfaces is otherwise permitted by these Specifications.

### **3.5 CLEAR HARDENER APPLICATION (SURFACE APPLIED)**

- A. Before application, thoroughly cure floors to receive hardener for minimum 28 days, keep clean, unpainted, free from membrane curing compounds, and dry with all work above them completed.
- B. Do not use curing compounds where floor hardeners are specified. Use water curing only.
- C. Apply hardener evenly, using three coats, allowing 24 hours between coats as follows:
  - 1. First Coat: 1/3 strength, second coat 1/2 strength, and third coat 2/3 strength, mix with water.
  - 2. Apply each coat so as to remain wet on surface for 15 minutes.
  - 3. Apply approved hardeners in accordance with manufacturer's instructions.
  - 4. After final coat is completed and dry, remove surplus hardener from surface by scrubbing and mopping with water.

**(END OF SECTION)**

## **16 ELECTRICAL**

### **Section 16360 Electrical / Lighting**

General provisions for department of recreations and parks and the standard specifications for public works constructions (SSPWC). The Los Angeles city electrical code (latest edition) are made a part of these plans and specifications.

Where conflicts occurs between division 1 department of recreation and parks and the SSPWC, the division 1 department of recreation and parks department shall take precedence. Catalog specifications when described by model number are hereby made a part of these specifications. Where options for materials and or methods appears in the standard specifications, or the Los Angeles electrical code, the option defined herein shall be used. Any discrepancies shall be resolved with the final decision made by the general manager of the department of recreation and parks or authorized representative.

#### **1.0 GENERAL SCOPE OF WORK:**

Work in this contract: all labor, materials and equipment necessary for the lighting and electrical distribution system. Complete and ready for use, in accordance with these contract drawings and these specifications.

#### **2.0 CLEANING, INSTALLATION AND REMOVAL OF RUBBISH:**

Besides the general cleaning, the contractor shall be responsible for seeing that the following special cleaning for all trades shall be done at the completion of the work and during installation.

- A. Clean all electrical equipment and devices. Remove stains, dust, dirt, plaster, paint and etc.
- B. Remove all spots, soils, plasters and paints from all existing work and clean to original condition.
- C. Protect and clean all fixtures and equipment.

#### **3.0 CONSTRUCTION WATER, LIGHT AND POWER:**

- A. The department will furnish at no cost to contractor water and electricity as it exists on the site. Contractor shall furnish and maintain all temporary lines, fixtures and equipment for water and electricity and remove the same at completion of work at his/her own expense.
- B. The department will not be held responsible for failure of existing sources to supply continuous water or power, nor will the dept. be held responsible for the existing sources to supply adequate demand as required by the construction of this work.

#### **4.0 PANELBOARDS:**

- A. Panelboards shall be circuit breaker type with bolt-on type, trip free circuit breakers. Panelboards shall be furnished with copper bussing and main lugs or main breaker and all branch circuit breaker as indicated on the schedules. Each branch circuit breakers shall have permanent type plastic or metal numbers to identify the circuit protected. Min. Size shall be 20"w x 5 3/4"d, height as required. Panelboard shall be SQ. D, type NQOB or equivalent challenger, model or equal.
- B. Identification shall have engraved laminated plastic nameplates. Schedules shall be typewritten and shall designate the area or equipment served by each circuit mounted in a card holder on the inside of the door and covered with glass or clear plastic.

- C. Shop drawings are required. They shall indicate all the details of construction and equipment. All items submitted for installation shall bear a UL label and listed for the purpose.
- D. Circuit breakers shall have a minimum of 10,000 Amps RMS symmetrical for 120/240 volts and 22,000 amps for 120/208 Volts system unless noted on the plan.
- E. Mounting shall be flush with surrounding walls unless specifically noted to be surface mounted on the plan. Maximum height of the highest circuit breaker or control devices shall not be more than 6 ft. above the surrounding finish floor.
- F. Tighten connectors and terminals including screws and bolts in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals to comply with tightening torque specified in UL Standards 486 A & B.

## 5.0 CONTROLS:

### A. Types:

1. Circuit breakers - shall be thermal magnetic. Each breaker shall be equipped with a device for individual padlocking.
2. Time switches - shall be paragon model no. EC72ST sun tracker electronic lighting control. Control shall have an astro-dial, two channel feature, skip-a-day, offset to sunrise and/or sunset and manual override independently programmable for each channel. It shall be surface mountable or shall be in NEMA 3R for outdoor installation (EC72ST-N3).
3. Light switch timer - shall be paragon model no. ET1100 series. It shall be solid state with adjustable timer range from one minute to 18 hours. The control shall be tamper-proof with out-of-sight programming dial. The control shall be rated up to 1100 watts and capable of operating between 24V AC and 277V AC.
4. Local switches - shall be specification grade, Hubbell 1221-i series or equivalent Leviton model or equal.
5. Lighting contactors - ampere rating, number of poles, line voltage, control voltage, momentary or maintained contact as indicated on drawings, or as required, Square D Class 8903, or equivalent automatic switch co. Model or equal.

B. Identification - all control devices shall be identified by engraved plates designating the equipment controlled. Motors and equipment shall bear neat, legible and permanent identification corresponding with that on the control devices using engraved laminated plastic nameplates affixed with a minimum of two escutcheon pins or screws.

C. Locations - for outdoor installation, time switches and contactors shall be located in a separate partitioned space inside the rainproof enclosure, or as indicated in the plan.

## 6.0 BOXES:

A. Types: weatherproof cast boxes for outdoor and surface wiring and where indicated on the drawings by symbol "WP", Crouse-Hinds FD or Russell-Stoll FD series outlet boxes or equal. Concrete pull box with bolt down steel cover is permitted for underground installation. Brooks product model 5PB or equal, or as indicated on the plan.

Accessories: weatherproof for Crouse-Hinds FD series outlet boxes or Russell-Stoll FD series or equal.

Underground pull boxes. Avoid installation at the lowest spot of the surrounding areas. Pull box should seat on 2"x4" framed redwood and shall have at least 12" layer of pea gravel beneath the box.

## **7.0 INSTALLATION OF POLES:**

- A. Type shall be round tapered galvanized steel unless otherwise indicated. Pole height shall be as noted on the plan and detail.
- B. Erection: in accordance with approved shop drawings, plumb and properly aligned. Base plates shall be grouted using an approved standard commercial non-shrink grouting mortar with L.A. Research report number. The non-shrink mortar shall be held back one inch from edges of base plates, and the space then filled with grout composed of one part low alkali Portland cement to two parts washed sand, beveled and troweled smooth. Exposed surfaces of mortar shall be water cured with wet burlap for seven days.
- C. Grounding: securely ground all parking lot lighting poles with approved grounding bushings and grounding clamps.
- D. Conduits entering and/or leaving pole footing shall be rigid PVC coated steel with plastic bushing. Make transition from PVC to metallic at a minimum distance of 3'-0" from footings.
- E. Tack welding of nuts to washer and washer to base plate is required.

## **8.0 CONDUIT:**

- A. Required: all wiring shall be in rigid or PVC coated steel conduit except as follows:
  - 1. PVC may be used underground from PVC coated steel conduit stubs located 3 feet outside footing lines.
  - 2. EMT may be used above ground inside buildings where not encased in masonry or concrete and not subject to physical damage.

### B. Types:

- 1. Rigid steel conduit: in accordance with USA STD C80.1 and ASTM B-6.
- 2. Electrical metallic tubing: in accordance with USA STD C80-3 & ASTM B-6.
- 3. PVC conduit: shall conform to NEMA standard tc-6-1967, WC-1094 and UL standard 651, 1974 heavy wall schedule 40 buried not less than 24 inches below grade.
- 4. PVC externally coated rigid steel conduit, rigid steel zinc coated with additional coating of PVC conforming to ANSI c-80 & NEMA M1.

### C. Fittings and accessories:

- 1. For rigid steel conduit: approved types; Ericson coupling or threadless connectors for joining runs. Grounding bushing shall be Thomas & Betts or Appleton malleable iron insulated grounding bushings, UL File E14814A. Factory ells shall not be used underground.

2. For electrical metallic tubing: compression gland or steel set screw type couplings and connectors with insulated throat.

D. Sizes: Minimum 3/4" conduit unless noted on the plan.

E. Concrete cover:

U.O.N. Underground conduit runs in recreation and parks property installed with schedule 40 PVC, unless otherwise shown on plans, and shall have a minimum 6" top cover of concrete over its entire length (except under concrete sidewalks), and shall have an equipment grounding conductor sized according to the prevailing code but not less than shown on the plan. Concrete cover shall be minimum of CLSM (slurry) mix or as required by DWP.

## **9.0 CONDUIT INSTALLATION:**

- A. All conduits shall be concealed except where otherwise indicated on the drawings.
- B. PVC coated steel conduit which will be buried in the ground shall have water tight joints. Joints shall be assembled with lead plate (anti-seize metallic lead base) mil-a-907 as manufactured by Armite laboratories.
- C. Install expansion fittings in all raceway whenever expansion joints are crossed. Fittings shall be equal to "OZ" type "XZ" or "TX".
- D. No horizontal conduit shall be installed in concrete slabs-on-grade. Sleeves for conduit penetrating floors shall terminate 3 inch above the floor. Conduits shall be protected from corrosion by one of the following methods. (Extend 3" above and 3" below top of concrete.)
  1. PVC externally coated steel conduit by Robroy industries.
  2. Spiral wrap with 40 mil half lap plastic tape.
  3. PVC sleeve.
- E. Tops of underground conduit runs outside of building or under concrete slabs shall not be less than 24" below finished grade, nor less than that required by the department of water and power. Underground conduit shall not pass over tanks or other underground equipment or through footings except as detailed on the structural drawings.
- F. All conduit bends installed underground shall be the long radius type with radii not less than 10 times the internal diameter of the conduit and with not more than two 90° bends and one 45° sweep in any run. Exception: for power and light conduit above ground, factory ells are permitted.
- G. Each run shall be tested immediately after installation to assure freedom from obstruction and each end plugged after the testing is completed. A galvanized iron pull wire no. 12 AWG or 1 /8-inch nylon polypropylene cord shall be installed immediately after conduit installation in each conduit in which the conductors will not be immediately installed.
- H. Conduits "jack-thru" and/or bored thru underground shall be minimum 1" rigid steel conduit.

Conduits in underground pull boxes shall be sealed with "LHD"-1# or 5# Duct Seal as manufactured by Dottie co. or approved equal.

## 10.0 CONDUCTORS:

A. Type THHN/THWN, 600 volts insulation per UL 83 for all general wiring subject to temperatures at 75°C minimum, wet or dry locations.

### B. Types:

1. Copper wire for all conductors.
2. Solid wire for no. 10 AWG and smaller for general wiring.
3. Stranded for wires no. 8 AWG and larger or for flexibility where indicated on the drawings as flexible conduit connection.
4. No conductors smaller than no. 12 AWG except for control wires which shall be no. 14 AWG or as indicated on the plan.
5. Conductors from base of new or existing poles up to luminaires shall be no. 10 AWG minimum unless otherwise noted on the plan. Provide approximately 18" slack in hand hole and pull boxes.
6. For irrigation control wires, refer to irrigation specifications.

### C. Splices:

1. Branch and feeder conductor joints shall be located only in outlet boxes, fixtures or pull boxes. Conductor joints shall not be made in conduit fittings.
2. All splices in underground pull boxes shall be scotch bagged and water tight.

### D. Color code:

1. For polyphase circuits, identify each phase throughout the circuit with designation phase a (black), phase b (red) and phase c (blue).
2. For conductor smaller than no. 6 AWG color coding shall be accomplished by inherent insulation color. Tagging paint or other markings shall not be used for color identification.

### E. Inspection:

Contractor shall notify the general manager or authorized representative 48 hours prior to start of pulling wire through any of the underground conduit runs. The contractor shall start pulling wire only after the authorized representative inspects and find that: the wire contains no splices, the neutral wire is white and the equipment ground wire is green.

## 11.0 TAGGING:

Required: on both hot and neutral wires of all circuit in switchboard and panelboards, at pull, junction and outlet boxes at each device or lighting fixture. Tagging shall provide positive and permanent identification and shall be scotch numeral tape by the Minnesota mining and manufacturing co.

## 12.0 EQUIPMENT AND ELECTRICAL CONNECTIONS:

- A. See Division 1 Section 38 for material testing.
- B. Provide all instruments, equipment and labor required for the specified tests. Conduct all tests in the presence of the gen. Manager or authorized representative. Conduct the test at such time as the gen. Manager may direct or as specified. Tests failing to conform to the requirements of the drawing and specifications, and any piece of equipment that fails the test described herein will be rejected and suitable equipment shall be provided and installed. Tabulate and forward to the project manager in triplicate all the pertinent test data. Include the date of the test, identification of all items tested, readings for each test, comments where required and the signatures of the individual conducting the test and of the gen. Manager's representative observing the test. Forward all the test data to the project manager within 10 days of the test performance but in no case later than 5 days before the scheduled final inspection.
- C. The following tests shall be performed in the presence of the dept. Inspector or representative. Tabulate test results for the dept. Of recreation and parks records.
1. Conductors 600-volt class: after wiring is completed and connected for operation, but prior to placing systems in service and before any branch circuit breakers are closed, perform insulation resistance tests in all circuits. Measure the insulation resistance between each conductors and ground. Take readings after the voltage has been applied for a minimum of one minute. The minimum insulation resistance based on the allowable ampacity of the conductor as fixed by NFPA 70 shall be as follows:

Amperes	Ohms
25 through 50	250,000
51 through 100	100,000
101 through 200	50,000
2 through 400	25,000

2. High voltage conductors (above 600 volts): after installation and before splicing and terminating, perform a field acceptance test on cables prior to testing. The cables shall not be connected to any equipment. The test procedure shall be in accordance with AEIC and NEMA. Field acceptance test shall be 15 kv for dc for 15 minutes. If cable fails to pass initial test, perform subsequent acceptance tests until the work is in compliance with the contract requirements.
3. Ground rods: ground resistance test shall be performed in normally dry weather not less than 48 hours after rainfall. Ground resistance shall be measured for each piece of equipment to the ground electrode. Use a portable ground testing megger to test each ground or group of grounds. The equipment shall be equipped with a meter reading directly in ohms or fractions thereof to indicate the ground value of the ground electrode under test. Provide one copy of the ground megger's directions, indicating the method to be used.

## 13.0 LIGHTING FIXTURES:

- A. Types:
1. As indicated hereinafter and in the lighting fixture list, all fixtures must be UL listed and supporting members such as rods and pipes must be approved by the city of Los Angeles electrical testing laboratory.

2. All fixtures used as raceways shall conform to the code requirements for maximum number of conductors permitted. Box temperatures shall not exceed 75°C adjacent to THHN/THWN wire.

3. All fixtures shall be UL listed for the purpose, wet location for outdoor installation, and damp location for showers and canopies.

B. Fittings and accessories: as necessary for proper installation and operation.

C. Deviation shall be submitted to the department for approval prior to purchase and installation.

D. Sports lighting fixtures: submit an aiming diagram from fixture manufacturer to the department for approval prior to installation. Contractor shall ensure that fixtures are installed in accordance to approved aiming diagram.

#### **14.0 RECORD DRAWINGS:**

A. Immediately after work is installed, carefully draw on prints in red ink all work which is installed at variance with the work as indicated on the drawings. Indicate by measured dimension to building corners or other permanent monuments the exact location of all changes.

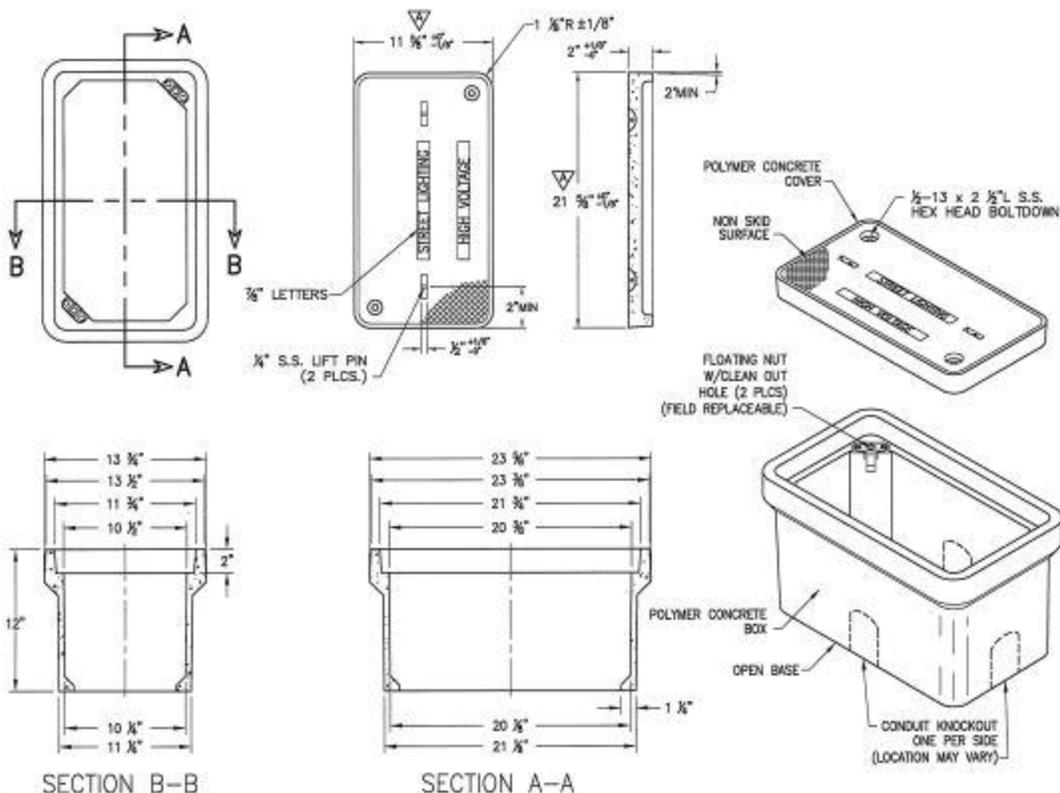
B. Accurate locations of all poles, conduit runs, wiring, names and model numbers of accepted substitute equipment, electrical outlets and other equipment as installed shall be provided in strict accordance with these specifications.

#### **15.0 OPERATING MANUALS AND INSTRUCTIONS:**

A. the contractor shall furnish to the city four bound copies of operating and maintenance manual for all electrical equipment.

B. the contractor shall explain in detail all manuals for the operation and maintenance of all equipment to the recreation and parks maintenance personnel before completion and acceptance of the project.

**APPENDIX A**  
**(CITY OF LOS ANGELES STANDARD DRAWINGS)**



- WHERE "PULL-BOX" IS SPECIFIED IN THE PLANS, IT SHALL CONSIST OF A PULL-BOX AND LID, AND SHALL MEET THE REQUIREMENTS OF THIS PLAN.
- PULL-BOXES CAN BE MADE OF OTHER NON-CONCRETE, NON-CORROSIVE MATERIALS UPON APPROVAL BY THE ENGINEER.
- ALL EDGES AND CORNERS SHALL HAVE SMOOTH AND UNIFORM RADII OF 1/4" OR LESS UNLESS OTHERWISE SPECIFIED HEREON.
- HOLES, BUSHINGS, OR IMPROVEMENTS EXCEEDING 3/8" IN MAXIMUM DIMENSION SHALL NOT EXIST IN ANY SURFACE.
- ALL SURFACES EXPOSED AFTER INSTALLATION SHALL BE SMOOTHLY FINISHED, CHIPS AND VOIDS THEREON ARE NOT PERMITTED.
- WELD, JOINT, OR SEAM LINES WITHIN 1" OF THE TOP OF THE BOX SHALL BE SMOOTHLY FINISHED.
- CONDUIT KNOCKOUTS SHALL BE REMOVABLE WITHOUT DAMAGE TO THE REINFORCEMENT OF THE BOX.
- LESS LAYER OF POLYMER CONCRETE MUST HAVE A MINIMUM OF TWO LAYERS OF CONCRETE REINFORCEMENT, ONE AT THE TOP AND ONE AT THE BOTTOM. PULL BOXES MADE OF POLYMER CONCRETE MUST HAVE CONTINUOUS REINFORCEMENT ON THE INSIDE AND THE OUTER FACE OF THE BOX.
- WHERE REINFORCING INTERSECTS, IT SHALL BE SECURE.
- THE LIFT BAR IN THE PULL-BOX LID SHALL BE SECURELY ATTACHED TO THE REINFORCING MATERIAL OR WIRE, IDEALLY SECURE IN THE LID BY SOME OTHER MEANS.
- LETTERS SHOWN ON LID SHALL NOT BE DIFFERENT FROM OR OF A SIZE LESS THAN THAT INDICATED HEREON.
- LID SHALL SEAT EVENLY ON THE LID FLANGE AND SHALL NOT ROCK MORE THAN 1/8" INCH.
- ONE LID BOLT PER 12"-13" x 2 1/2" LID MINIMUM SHALL BE PROVIDED WHICH SHALL EXTEND THROUGH PULL-BOX AND LID. THEY SHALL SECURE THE LID WITH HEX HEAD NUT AND WASHOR WHICH SHALL BE SLOTTED BELOW THE TOP OF LID. BOLTS SHALL BE LOCATED SYMMETRICALLY WITH RESPECT TO THE TOP SURFACE OF THE LID AND SHALL HAVE A NON-CORROSIVE SURFACE.
- ALL PULLBOXES AND LIDS MUST COMPLY WITH ALL TEST PROVISIONS OF ARTICLE 77 8007 "SPECIFICATIONS FOR UNDERGROUND ENCLOSURE (W/OUT)" PULLBOXES MUST COMPLY WITH THE BOX 22 TABLE. THE LIDS MUST COMPLY WITH THE TEST 18 TABLE. WARNINGS SHOWING THE AVOIDING SHALL BE LABELED OR STENCILED ON THE INSIDE AND OUTSIDE FACE OF THE BOX AND ON THE UNDERSIDE OF THE LID.
- PULL BOX AND LID FOR THE LID SHALL NOT SHOW EVIDENCE OF FAILURE WHEN SUBJECTED TO AND NOTE 17 AT THE CENTER OF THE LID WITH THE EDGES SUPPORTED BY THE PULL BOX FOR 10 CYCLES. THE TEST LOAD SHALL BE APPLIED ON A SMOOTH STEEL, LONG PLATE (1"x1"x1/2") THAT IS POSITIONED OVER A 1/2" THICK SLIDED PAD.
- PULL BOX SHALL NOT SHOW EVIDENCE OF FAILURE WHEN SUBJECTED TO AND NOTE 17 SPECIFICATIONS AT THE CENTER OF AND IMPROVED TO ANY SIDE WITH THE OPPOSITE SIDE UNIFORMLY SUPPORTED. TEST LOAD SHALL BE APPLIED AS IN NOTE 15 SIDE.
- THE PULL-BOX LID SHALL NOT FRACTURE, CRACK OR SPLIT WHEN SUBJECTED TO AN IMPACT OF 70 FOOT-POUNDS MINIMUM USING A 2" SLIP PER ASTM D-2044.
- LEGS SHALL NOT CHIP WHEN DROPPED.
- TWO PULL-BOXES MAY BE SELECTED FROM EACH LOT OF ONE HUNDRED DELIVERED, AND USED FOR TEST PURPOSES. FAILURE OF ANY TEST PULL-BOX MAY BE CAUSE FOR REJECTION OF THE LOT.
- WHERE A PULL-BOX WITH EXTENSION IS SPECIFIED IN THE PLANS, IT MAY CONSIST OF A SECOND PULL-BOX INSTALLED IMMEDIATELY THEREON, THE FIRST OR IT MAY BE A DIFFERENT PART WHICH MEETS THE APPLICABLE DIMENSIONS AND SPECIFICATIONS OF THIS PLAN.
- PULL-BOXES SHALL BE INSTALLED ON A BED OF 1" CRUSHED ROCK WHICH SHALL BE A MINIMUM OF 12 INCHES IN DEPTH AND SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND THE PULL-BOX SIDES.
- ALL MATERIALS MUST BE NEW AND ALL PRODUCTS SHALL HAVE CONSISTENT DIMENSIONS, THICKNESS AND COLOR WITHIN THE ALLOWABLE MANUFACTURING TOLERANCES SPECIFIED IN THE SURVIVAL OR REFERENCED STANDARDS.
- REQUIRED INFORMATION AND SUBMITTAL  
IN ADDITION TO THE INFORMATION AS REQUIRED IN PUBLIC WORKS MATERIAL APPROVAL PROCEDURES, THE FOLLOWING INFORMATION SHALL BE SUBMITTED TO THE CITY ENGINEER BEFORE ANY TESTING OR APPROVAL CAN BE GRANTED:  
(a) FOR MATERIALS AND PRODUCTS CONSISTING OF PLASTIC REINFORCED POLYMER, FIBERGLASS REINFORCED PLASTIC (FRP), REINFORCED PLASTIC (RPL), POLYMER CONCRETE OR WETTED POLYMER COMPOSITE, OR ANY COMBINATION THEREOF:  
(1) A DESCRIPTION OF ANY FILL OR OTHER FIBER USED TO MANUFACTURE THE PRODUCTS.  
(2) NONVULNERABLE OR PUNCTURE.  
(3) PROPERTIES OF AGGREGATE, CHIPPED GLASS FIBERS OR OTHER REINFORCING REQUIRED.  
(4) THE TYPE AND QUANTITY OF ANY AGGREGATES OR SANDS USED.  
(5) THE GRADE OF THE GLASS FIBERS.  
(6) THE TYPE AND QUANTITY OF ANY AGGREGATES OR SANDS USED.
- COVERS AND FRAMES WITH MATERIALS THAT ARE MADE OF PLASTIC REINFORCED POLYMER, FRP, RPL, POLYMER CONCRETE OR WETTED POLYMER COMPOSITE SHALL NOT BE USED IN VEHICULAR TRAFFIC AREAS.
- ALL PULL BOXES AND LIDS MUST BE TESTED AND CERTIFIED BY AN INDEPENDENT THIRD PARTY TESTING LAB AT THE COST TO THE CITY. THE CITY HAS A RIGHT TO RESUBMIT SUCH MANUFACTURED EVERY YEAR TO THE CITY.
- MANUFACTURERS SHALL IMPROVE THEIR PULL BOXES AND LIDS FOR 2 YEARS.

BUREAU OF STREET LIGHTING

DEPARTMENT OF PUBLIC WORKS

CITY OF LOS ANGELES

## PULL-BOX

STANDARD PLAN  
COMPOSITE TYPE 2SUBMITTED BY: *J.P. O'Neil*

REVISIONS

SUPERSEDES

REFERENCES

DATE: *May 24, 2011*

NO.

DESCRIPTION

DATE

L-201-0

1

REVISED COVER DIMENSIONS

3/2/10

2

MODIFIED TO MEET ANSI/SCTE77 2007

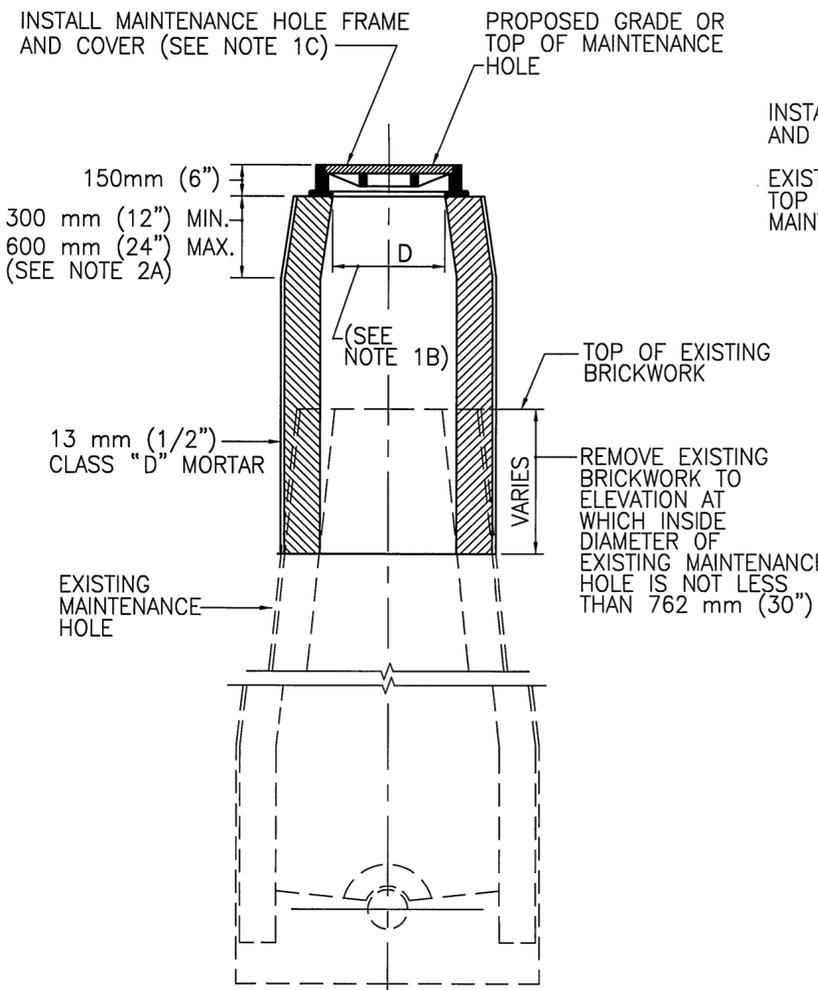
3/31/11

APPROVED: *May 24, 2011**G. E. ...*  
DIRECTOR, BUREAU OF STREET LIGHTING

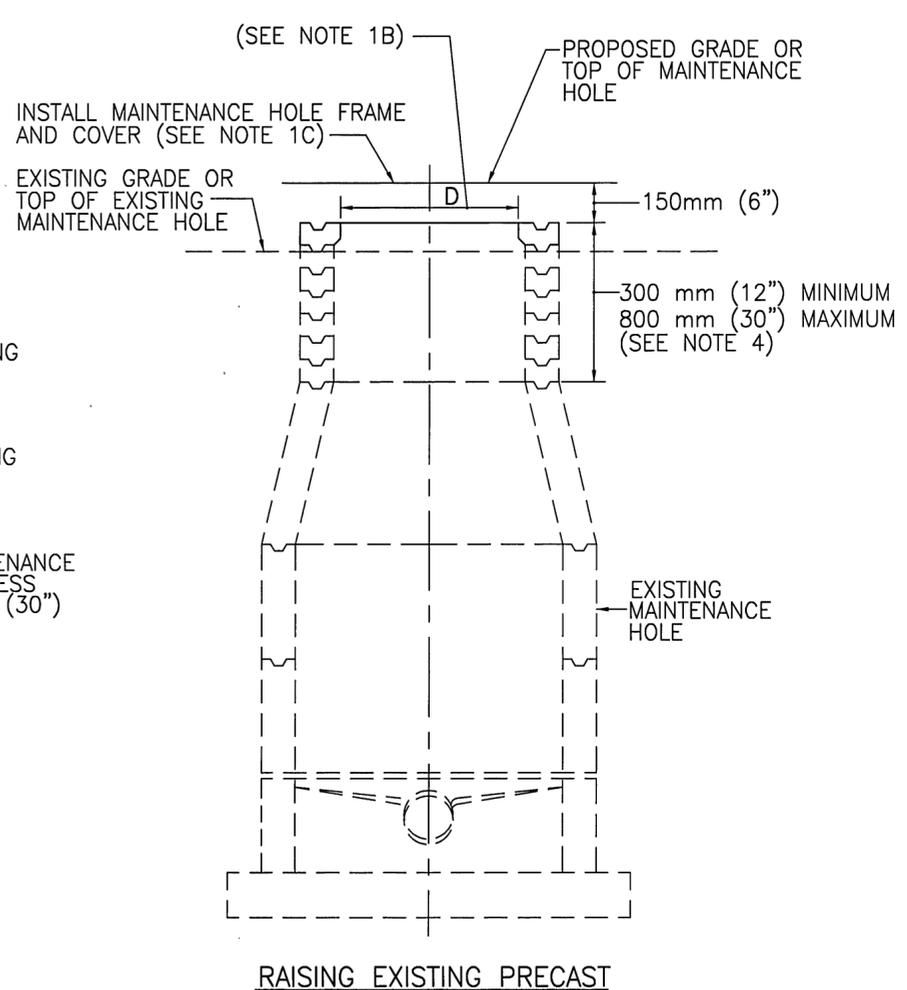
WULF INDEX NUMBER: L-201-1

SHEET 1 OF 1 SHEETS

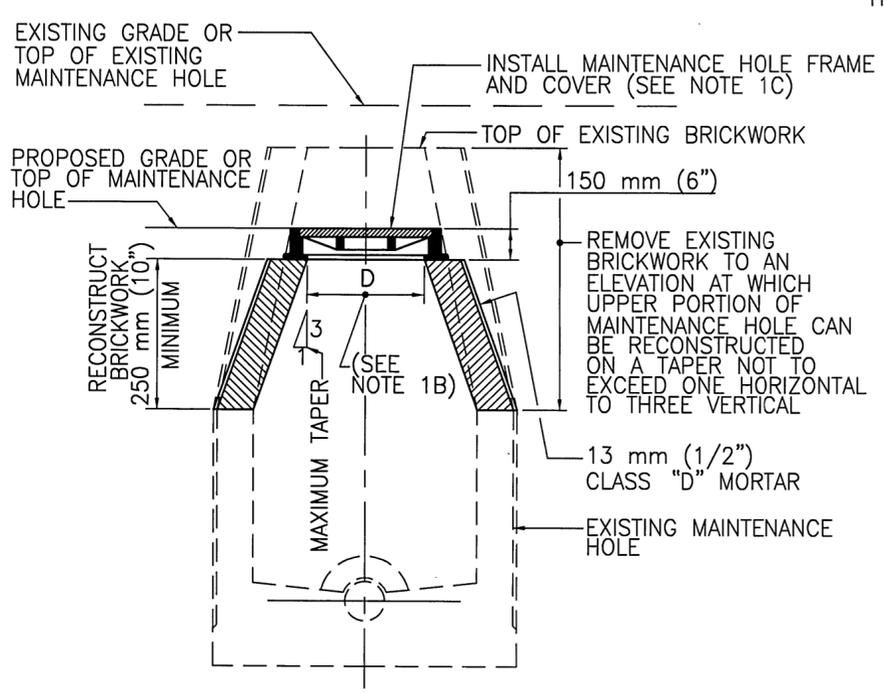




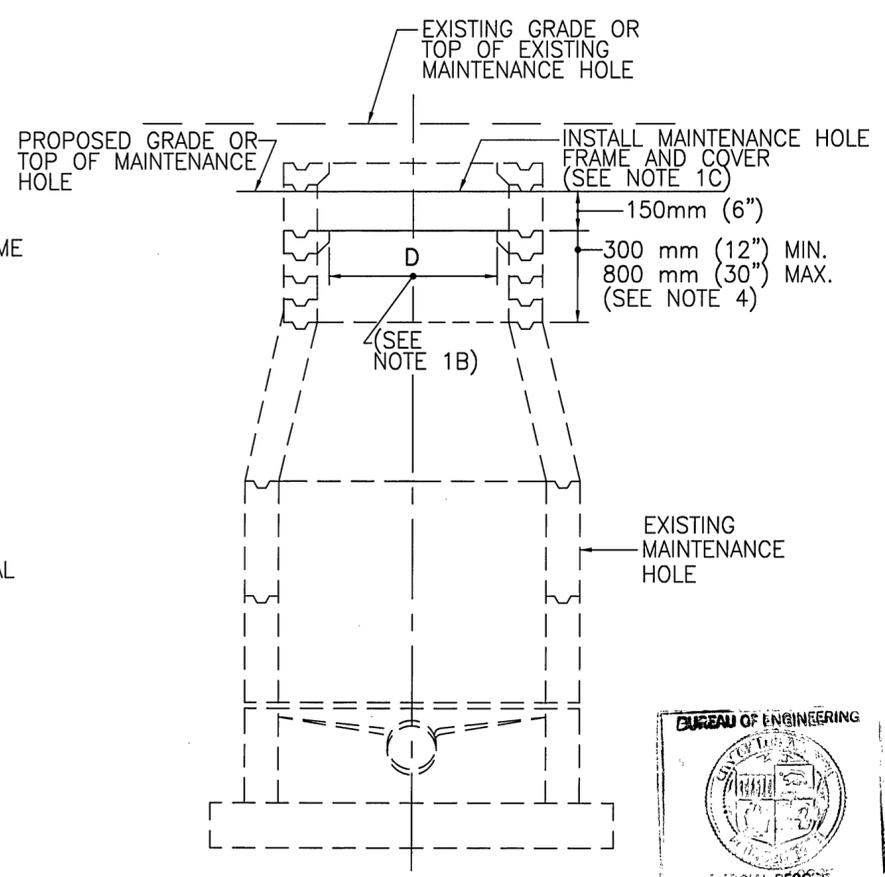
RAISING EXISTING BRICK MAINTENANCE HOLES



RAISING EXISTING PRECAST CONCRETE SEWER MAINTENANCE HOLES



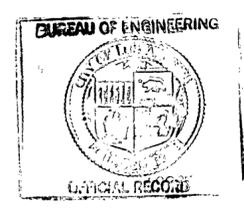
LOWERING EXISTING BRICK MAINTENANCE HOLES



LOWERING EXISTING PRECAST CONCRETE SEWER MAINTENANCE HOLES

**BRICK MAINTENANCE HOLES**

**PRECAST CONCRETE SEWER MAINTENANCE HOLES**



BUREAU OF ENGINEERING		DEPARTMENT OF PUBLIC WORKS			CITY OF LOS ANGELES																																
ADJUSTING SEWER MAINTENANCE HOLES TO GRADE				STANDARD PLAN S-137-1																																	
SUBMITTED <u>9-7</u> 2005 <i>G. M. Shee</i> ENGINEER OF DESIGN <i>J. W. Fisher</i> DEPUTY CITY ENGINEER		REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>ENGR. OF DESIGN</th> <th>CITY ENGR.</th> </tr> </thead> <tbody> <tr> <td>✓</td> <td>08/01/05</td> <td>METRICATED UNITS</td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			NO.	DATE	DESCRIPTION	ENGR. OF DESIGN	CITY ENGR.	✓	08/01/05	METRICATED UNITS	<i>[Signature]</i>	<i>[Signature]</i>																					SUPERSEDES B-4008		REFERENCES S-121 S-140 S-141 S-142 S-282
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✓	08/01/05	METRICATED UNITS	<i>[Signature]</i>	<i>[Signature]</i>																																	
APPROVED <u>9-29</u> 2005 <i>Amy Lee Moore</i> CITY ENGINEER					VAULT INDEX NUMBER																																
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P.H.L.	R.H.L.	P.H.L.																																			

B-4564

NOTES FOR ADJUSTING MAINTENANCE HOLE (MH) TO GRADE

1. GENERAL

- A. UNLESS OTHERWISE SHOWN, MH'S SHALL CONFORM TO STANDARD PLANS S-140, S-141, AND S-142.
- B. DIMENSION D SHALL BE THE SAME AS THE SIZE OF MH FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MH FRAME AND COVER, UNLESS IT IS DAMAGED BY THE CONTRACTOR DURING THE CONSTRUCTION OPERATIONS OR WHEN OTHERWISE INDICATED ON THE PROJECT PLANS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE CITY.
- D. BRICK AND PLASTER SHALL CONFORM TO THE STANDARD SPECIFICATIONS, SECTION 202-1.
- E. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL NOT BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MH REMOVAL LIMITS IS INDICATED ON THE PROJECT PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 50 mm (2") BEYOND THE INSIDE FACE OF THE BRICK MH, AND THE HOLE SHALL BE FILLED WITH CLASS "C" MORTAR.

2. RAISING EXISTING BRICK MH'S

- A. BRICK MH'S TO BE RAISED LESS THAN 300 mm (12") MAY BE EXTENDED VERTICALLY, PROVIDED THAT AT A DEPTH OF 800 mm (30") BELOW THE TOP OF THE MH AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MH IS 762 mm (30") OR GREATER.
- B. BRICK MH'S TO BE RAISED LESS THAN 90 mm (3 1/2") MAY BE RAISED BY APPLYING CLASS "C" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MH IS TO BE RAISED 90 mm (3 1/2") OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICK WORK.

3. LOWERING EXISTING BRICK MH'S

- A. WHERE A BRICK MH IS TO BE LOWERED LESS THAN 300 mm (12"), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 250 mm (10") MINIMUM BRICKWORK RECONSTRUCTION BE OMITTED, PROVIDE THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MH MORE THAN AVERAGE OF 40 mm (1 1/2") IN ANY QUADRANT NOR MORE THAN 50 mm (2") AT ANY POINT.

4. RAISING EXISTING PRECAST CONCRETE SEWER MH'S

- A. PRECAST CONCRETE MH'S TO BE RAISED LESS THAN 75 mm (3") MAY BE RAISED BY APPLYING CLASS "C" MORTAR TO THE TOP OF THE EXISTING MH PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 75 mm (3").
- B. WHERE THE PRECAST CONCRETE MH IS TO BE RAISED 75 mm (3") OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING OR NEWLY APPLIED, WOULD EXCEED 75 mm (3"), GRADE RINGS SHALL BE UTILIZED. CLASS "C" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 75 mm (3") IN HEIGHT. WHERE RAISING THE MH WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 800 mm (30") IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

5. LOWERING EXISTING PRECAST CONCRETE SEWER MH'S

- A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MH AS REQUIRED. APPLY CLASS "C" MORTAR TO A HEIGHT NOT EXCEEDING 75 mm (3") FOR ADJUSTMENT TO FINAL GRADE.
- B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 300 mm (12") IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO ANY REQUIREMENTS OF THIS PLAN.
- C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTING MORTAR MAY BE REMOVED, AND AT LEAST 13 mm (1/2") OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.

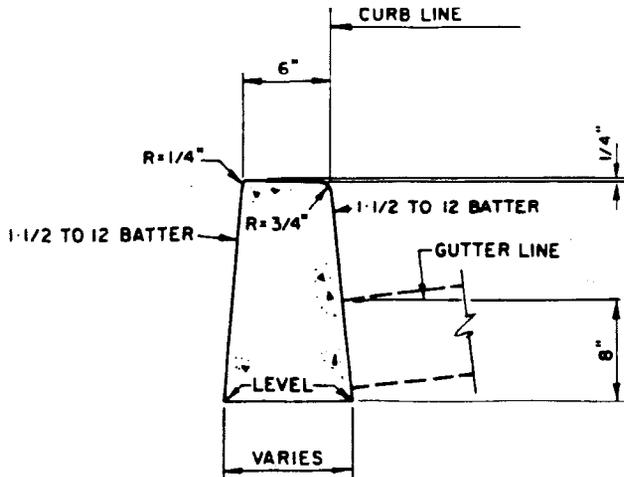
6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT

UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:

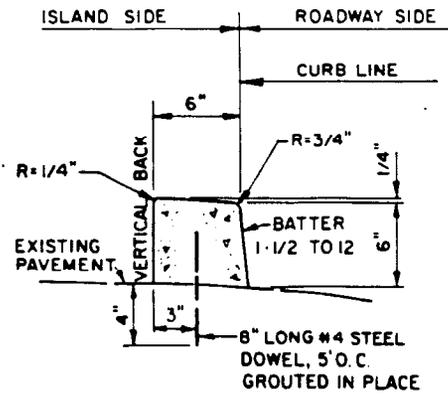
- A. THE MAXIMUM I. D. OF SEWER PIPE CONNECTED TO THE MH DOES NOT EXCEED 200 mm (8").
  - B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MH SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.
  - C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MH WITH CLASS "C" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.
7. UNLESS OTHERWISE NOTED, EXCESS PRECAST GRADE RINGS, REDUCERS AND CONES FROM A PARTICULAR MH MAY BE REUSED ON OTHER MH'S ON THE PROJECT. EXCESS PRECAST GRADE RINGS, CONES AND REDUCERS SHALL BE SALVAGED AND DELIVERED TO THE NEAREST CITY SANITATION YARD.

- 8. LINED MH SHAFTS SHALL HAVE EXISTING LINING EDGES REPAIRED OR LINING APPLIED TO THE INTERIORS OF UNLINED GRADE RINGS, BRICKS, CONES, REDUCERS, TRANSITIONS PER BROWN BOOK AND STANDARD PLAN S-121.

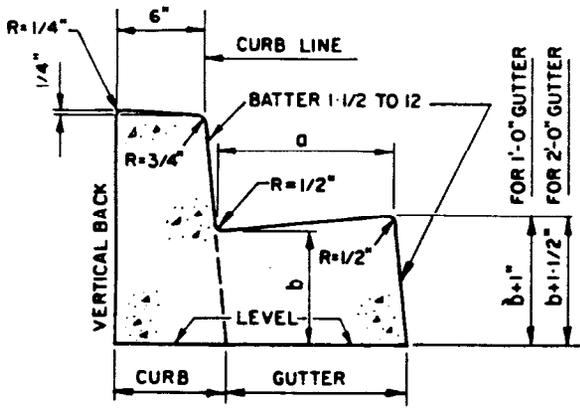




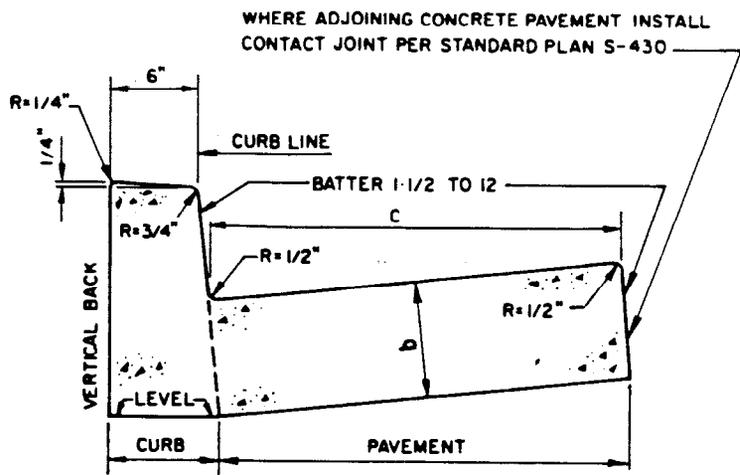
**2 TYPE A CURB**



**TYPE C DOWELED CURB**



**TYPE C INTEGRAL CURB AND GUTTER**



**TYPE C INTEGRAL CURB AND CONCRETE PAVEMENT**

WHERE ADJOINING CONCRETE PAVEMENT INSTALL CONTACT JOINT PER STANDARD PLAN S-430

**BARRIER CURBS**

BUREAU OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

CITY OF LOS ANGELES

**TYPES OF CURB AND GUTTER**

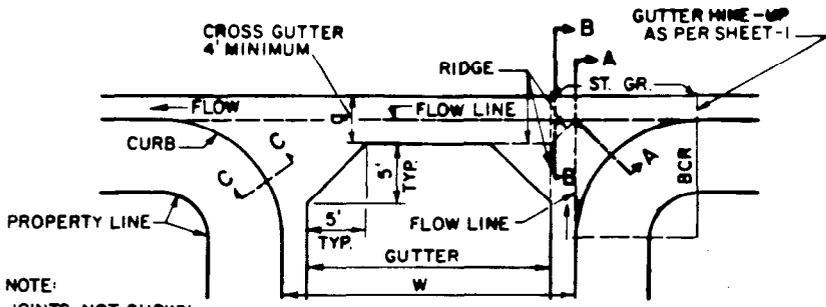
**STANDARD PLAN S-410-2**

SUBMITTED *Jan 28* 1982  
*[Signature]*  
 ENGINEER OF DESIGN  
*[Signature]*  
 DEPUTY ENGINEER  
 APPROVED *July 21* 1982  
*[Signature]*  
 CITY ENGINEER  
 DESIGNED BY RAB DRAWN BY RGM CHECKED BY RGS



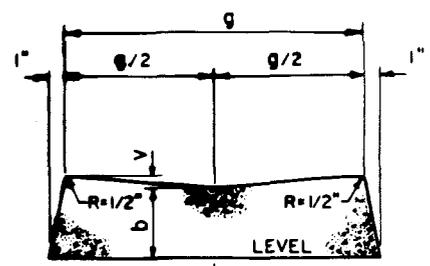
REVISIONS		SUPERSEDES	REFERENCES
NO.	DESCRIPTION		
2	REVISED TYPE A CURB AND ALL NOTES. DELETED TYPE B CURB. ADDED TYPE E AND F CURB AND GUTTER.		

Vault Index Number B-4102  
 SHEET 1 OF 4 SHEETS



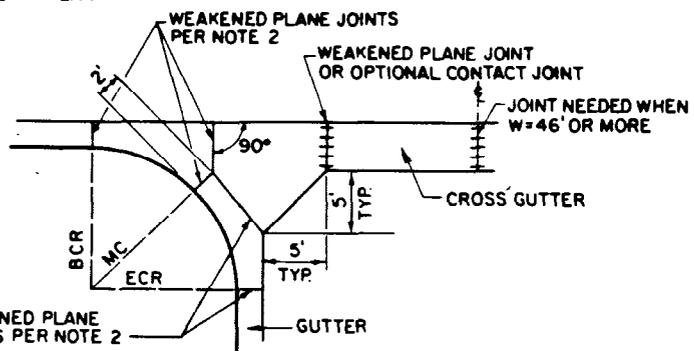
NOTE:  
JOINTS, NOT SHOWN,  
SHALL BE AS PER  
TYPICAL JOINT PLAN  
HEREON.

**TYPICAL INTERSECTION GUTTER PLAN**

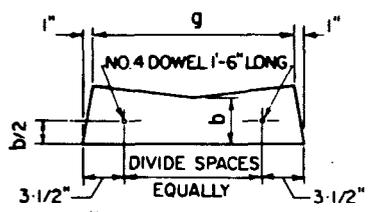


**CROSS GUTTER OR LONGITUDINAL GUTTER**

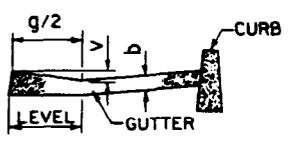
CROSS GUTTER		LONGITUDINAL GUTTER	
g	v	g	v
		2'	3/4"
4'	3/8"	4'	1-1/2"
4'+TO 6'	5/8"	4'+TO 6'	2"



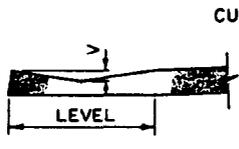
**TYPICAL JOINT PLAN**



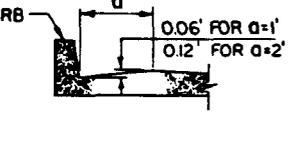
g	NO. OF DOWELS
2'	2
4'	4
6'	6



**SECTION A-A**

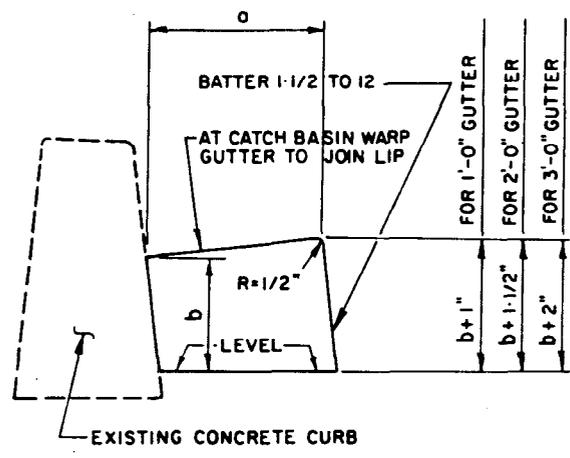


**SECTION B-B**



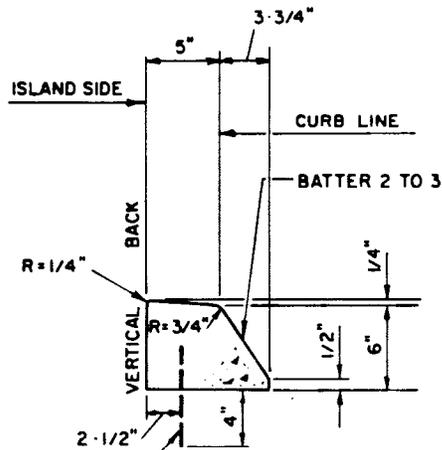
**SECTION C-C**

**DOWELS FOR GUTTER CONTACT JOINTS**



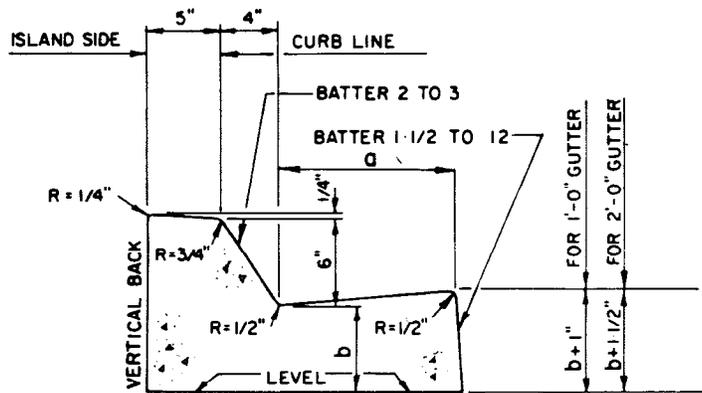
**CONCRETE GUTTER**

**GUTTERS**

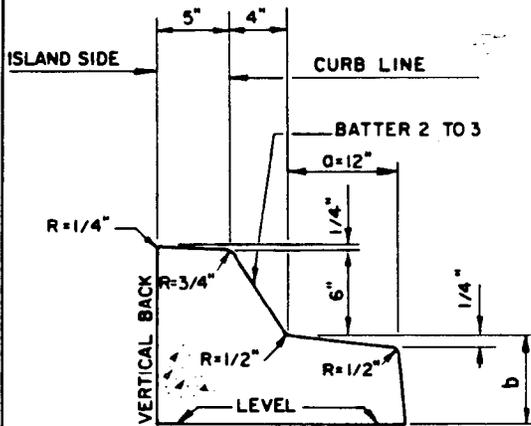


# 4 STEEL DOWEL  
8" LONG, 5' O.C.  
GROUTED IN  
PLACE

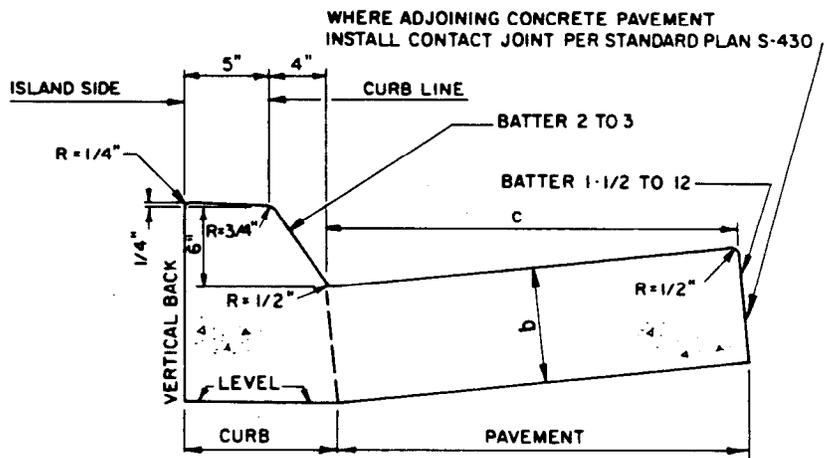
**TYPE D**  
**DOWELED CURB**



**TYPE D**  
**INTEGRAL CURB AND GUTTER**



**TYPE E**  
**INTEGRAL CURB AND GUTTER**



**TYPE F**  
**INTEGRAL CURB  
AND CONCRETE PAVEMENT**

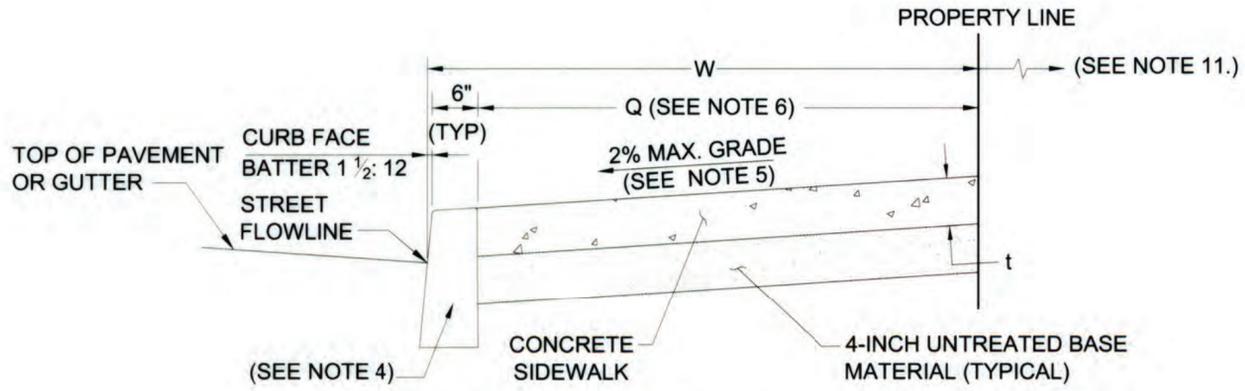
**MOUNTABLE CURBS**

NOTES

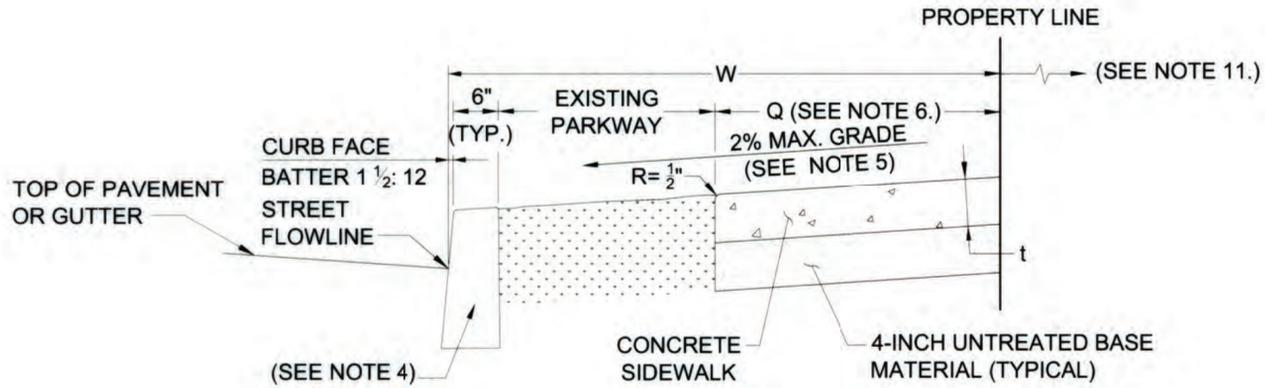
- ▽ 1. CURBS AND GUTTERS SHALL BE CONSTRUCTED OF PCC CONFORMING TO SUBSECTION 201-1 AND 303-5.
- ▽ 2. WEAKENED-PLANE JOINTS IN CURB AND GUTTER SHALL CONFORM TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SUBSECTION 303-5.4.3 (C) OR SHALL BE 1-1/2 INCH DEEP SAWCUTS MADE WITHIN 10 TO 24 HOURS AFTER CONCRETE IS PLACED AND SHALL BE PLACED AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON AND AT REGULAR INTERVALS NOT EXCEEDING 20 FEET BETWEEN RETURNS. THEY SHALL ALSO BE LOCATED AT THE E.C. OF ALLEY RETURNS WHERE WALK IS FULL WIDTH. WHERE CROSS GUTTER TRANSITION EXTENDS BEYOND THE CURB RETURN, THE JOINTS SHALL NORMALLY BE PLACED AT THE ENDS OF THE TRANSITION. HOWEVER, JOINTS SHALL ALSO BE PLACED AT THE ENDS OF THE CURB RETURN WHEN THE CROSS GUTTER TRANSITION EXTENDS MORE THAN 5 FEET BEYOND THE RETURN. WHERE GUTTER IS ADJACENT TO CONCRETE PAVEMENT, THE JOINT SHALL BE ALIGNED WITH THE PAVEMENT JOINTS WHERE PRACTICAL.
- ▽ 3. A CONTACT JOINT SHALL BE PLACED IN LONGITUDINAL ALLEY GUTTER WHERE IT JOINS CONCRETE ALLEY INTERSECTION.
- ▽ 4. CURBS CONSTRUCTED ADJACENT TO EXISTING CURBS HAVING A BATTER OTHER THAN SPECIFIED FOR THE NEW CURBS SHALL BE CONSTRUCTED WITH A TRANSITION SECTION BETWEEN THE CURBS HAVING DIFFERENT BATTERS. THE MINIMUM TRANSITION LENGTH SHALL BE:

<u>TYPE OF CURB</u>	<u>MINIMUM TRANSITION LENGTH</u>
BARRIER CURB TO BARRIER CURB	5'
MOUNTABLE CURB TO MOUNTABLE CURB	10'
BARRIER CURB TO MOUNTABLE CURB	20'

- ▽ 5. THE DOWELS IN THE DOWELED CURB MAY BE DELETED AND THE CURB BONDED TO THE SURFACE BY A BONDING AGENT APPROVED BY THE ENGINEER.
- ▽ 6. MOUNTABLE CURBS SHALL NOT BE USED ADJACENT TO PEDESTRIAN WALKWAYS.
- ▽ 7. DIMENSIONS: (UNLESS OTHERWISE SPECIFIED)
- a=2'-0"  
b=0'-6"  
c=10'-0"



**BORDER WITH FULL WIDTH SIDEWALK**  
NTS



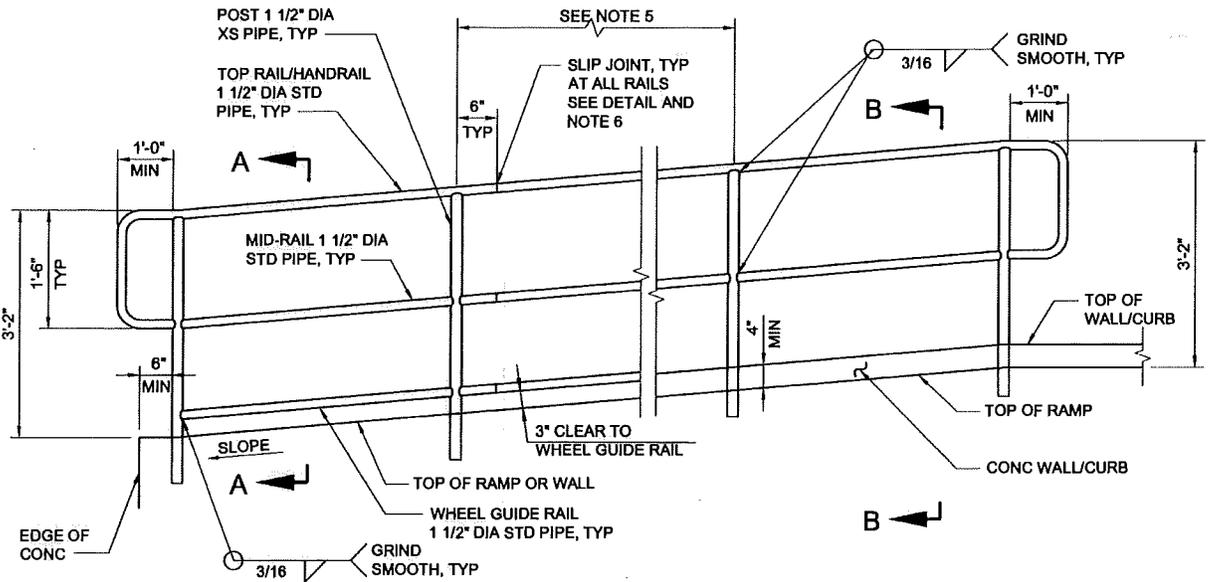
**BORDER WITH SIDEWALK AND PARKWAY**  
NTS

**NOTES**

1. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ADOPTED BY THE BOARD OF PUBLIC WORKS AS MODIFIED BY THE CORRESPONDING ISSUE OF THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BROWN BOOK.
2. CONCRETE SIDEWALK SHALL HAVE A MINIMUM THICKNESS (t) OF 3 INCHES.
3. MINIMUM 4-INCH UNTREATED BASE MATERIAL SHALL BE INSTALLED UNDER CONCRETE SIDEWALK.
4. EITHER TYPE "A" CONCRETE CURB OR TYPE "C" INTEGRAL CONCRETE CURB AND GUTTER SHALL BE CONSTRUCTED ADJACENT TO ALL SIDEWALKS. SEE THE LATEST VERSION OF STANDARD PLAN S-410 FOR TYPES OF CURBS. IF EXISTING CURB REQUIRES REMOVAL AND REPLACEMENT, RECONSTRUCT CURB TO MATCH EXISTING CURB TYPE. CITY ENGINEER SHALL DETERMINE THE TYPE OF CURB FOR ALL NEW CURB CONSTRUCTION.
5. THE SIDEWALK SHALL HAVE A MINIMUM WIDTH "Q" OF 5 FEET AND BE SLOPED TOWARD THE STREET FLOW LINE. THE MAXIMUM SIDEWALK GRADE INCLUDING THE 1/4-INCH CONSTRUCTION TOLERANCE IS 2 PERCENT. THE MINIMUM SIDEWALK GRADE INCLUDING THE 1/4-INCH CONSTRUCTION TOLERANCE IS 0.5 PERCENT.
6. SIDEWALK WIDTH "Q" OF LESS THAN 5 FEET SHALL REQUIRE APPROVAL BY THE CITY ENGINEER ( A MINIMUM 5 BY 5 FEET SQUARE PASSING SPACES SHALL BE REQUIRED AT INTERVALS OF NO GREATER THAN 200 FEET).
7. THE STREET BORDER (W) SHALL BE IN ACCORDANCE WITH DIMENSIONS LISTED ON THE LATEST VERSION OF STANDARD PLAN S-470.
8. AS AN ELEMENT OF THE SIDEWALKS, CURB RAMPS SHALL BE CONSTRUCTED AT ALL STREET CORNERS AND MID-BLOCK CROSSWALKS IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD PLAN S-442, UNLESS CROSSING IS PROHIBITED AT A PARTICULAR LOCATION.
9. THE ESTABLISHMENT OF NEW PARKWAYS SHALL REQUIRE APPROVAL BY THE CITY ENGINEER.
10. RECONSTRUCTION OF SIDEWALKS MAY REQUIRE REMODELING ON PRIVATE PROPERTY TO JOIN CONSTRUCTION OF NEW SIDEWALK TO PRIVATE IMPROVEMENTS.
11. AT LOCATIONS WHERE ANY REQUIREMENTS OF THIS STANDARD PLAN S-444-0 CANNOT BE MET, THE DESIGNER AND/OR CONTRACTOR SHALL REQUEST DIRECTION FROM THE CITY ENGINEER PRIOR TO THE COMPLETION OF DESIGN.



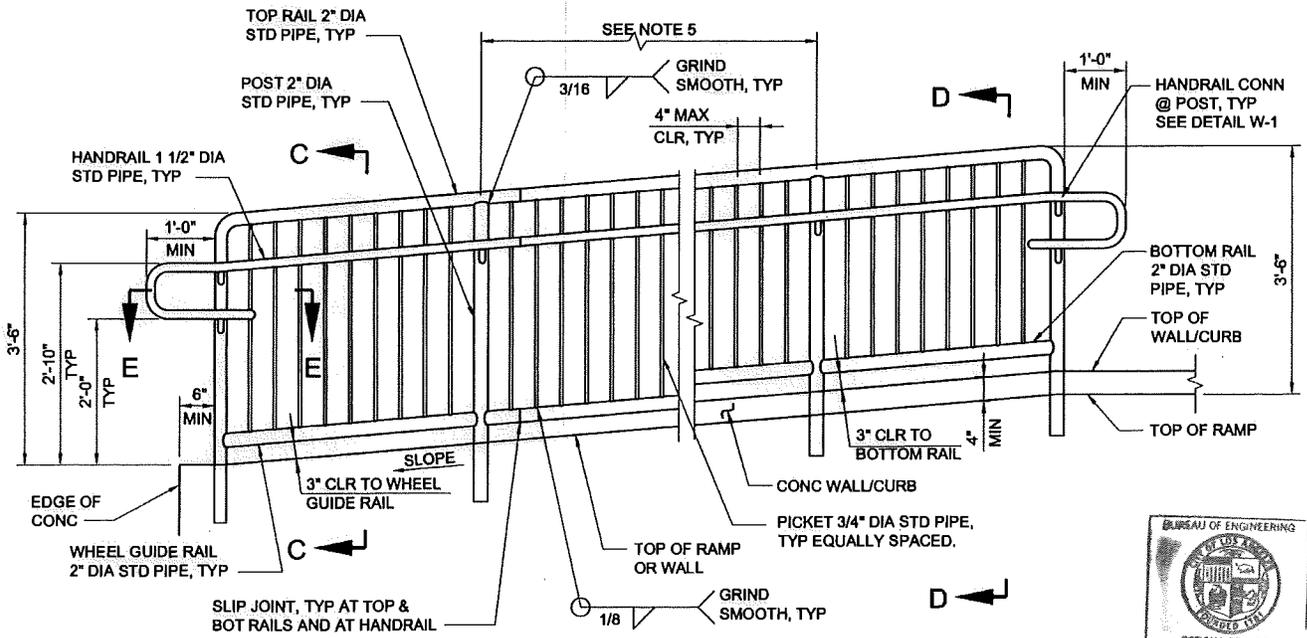
BUREAU OF ENGINEERING		DEPARTMENT OF PUBLIC WORKS		CITY OF LOS ANGELES	
<b>SIDEWALKS</b>				<b>STANDARD PLAN S-444-0</b>	
PREPARED  MARK CHMIELOWIEC, P.E. BUREAU OF ENGINEERING	SUBMITTED  SAMARA ALI-AHMAD, P.E. DATE 6-24-14 ENGINEER OF DESIGN BUREAU OF ENGINEERING	APPROVED  GARY LEE MOORE, P.E. DATE 6-25-14 CITY ENGINEER		SUPERSEDES  S-442 S-440	REFERENCES  S-442 S-440
CHECKED  RAFFI MASSABKI, P.E. BUREAU OF ENGINEERING	KENNETH REDD, P.E. DATE 6/25/14 DEPUTY CITY ENGINEER			VAULT INDEX NUMBER: <b>B-4726</b>	
SHEET 1 OF 1 SHEET					



WITH WHEEL GUIDE RAIL

WITH CONCRETE WALL/CURB

**TYPE A1 - HANDRAIL ON RAMPS LESS THAN 2'-6" ABOVE THE ADJACENT GRADE**



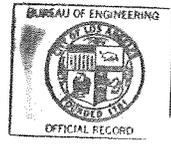
WITH WHEEL GUIDE RAIL

WITH CONCRETE WALL/CURB

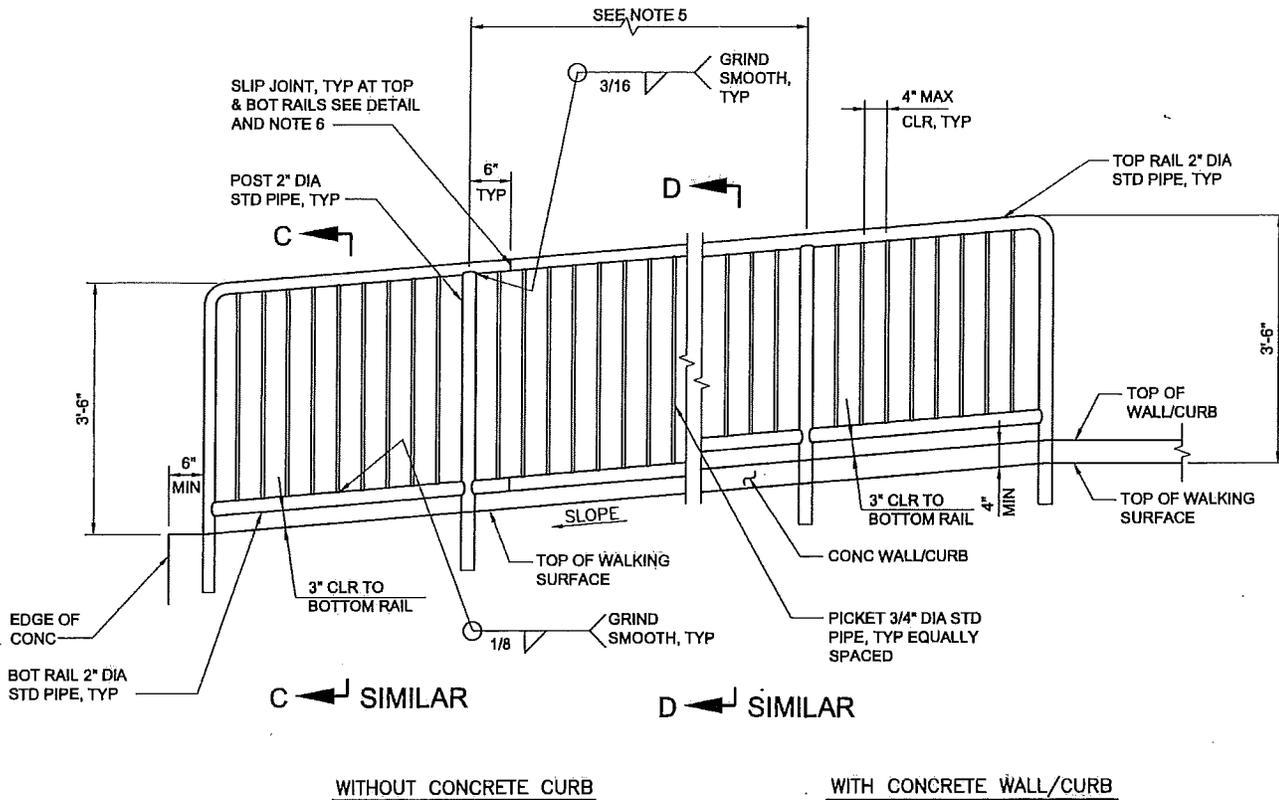
**TYPE A2 - GUARDRAIL AND HANDRAIL ON RAMPS 2'-6" OR MORE ABOVE THE ADJACENT GRADE**

**HANDRAIL AND GUARDRAIL ON RAMPS**

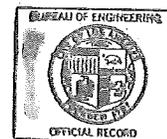
(WALKING SURFACE SLOPE > 5%)



BUREAU OF ENGINEERING		DEPARTMENT OF PUBLIC WORKS			CITY OF LOS ANGELES																																																				
PEDESTRIAN PIPE GUARDRAILS & HANDRAILS				STANDARD PLAN S-463-2																																																					
SUBMITTED <u>Jan 19</u> 2010 <i>John Park</i> ENGINEER OF DESIGN <i>Shawna R. Rute</i> DEPUTY CITY ENGINEER APPROVED <u>1-20</u> 2010 <i>Sary Lee Moore</i> CITY ENGINEER			REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>ENGR. OF DESIGN</th> <th>CITY ENGR.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			NO.	DATE	DESCRIPTION	ENGR. OF DESIGN	CITY ENGR.																																														SUPERSEDES B-4058	REFERENCES S-463-1
NO.	DATE		DESCRIPTION	ENGR. OF DESIGN	CITY ENGR.																																																				
DESIGNED BY E.S.K.	DRAWN BY M.C.	CHECKED BY T.L.	VAULT INDEX <b>B-4633</b> SHEET 1 OF 4 SHEETS																																																						

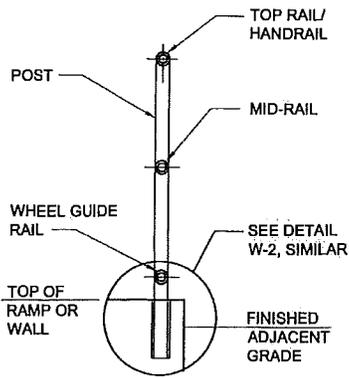


TYPE B1 - GUARDRAIL ALONG WALKWAYS 2'-6" OR MORE ABOVE THE ADJACENT GRADE

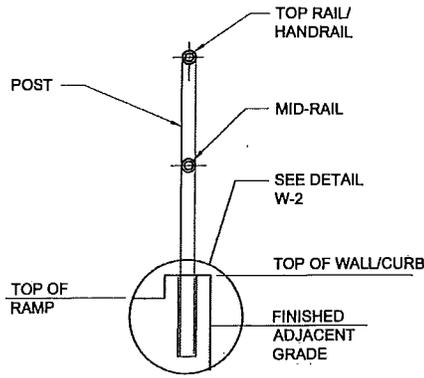


GUARDRAIL ON OPEN SIDE OF WALKWAYS  
(WALKING SURFACE SLOPE < 5%)

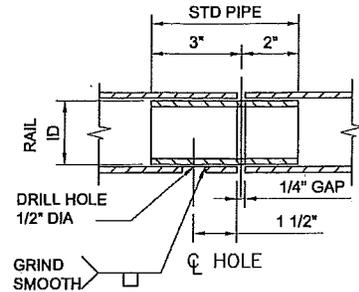




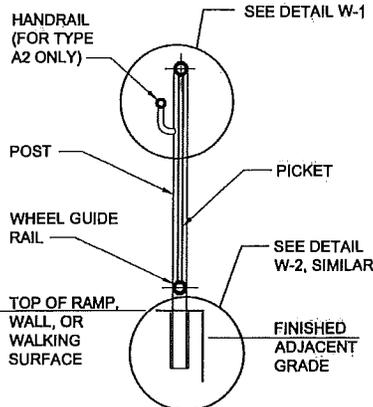
**SECTION A-A**  
NOT TO SCALE



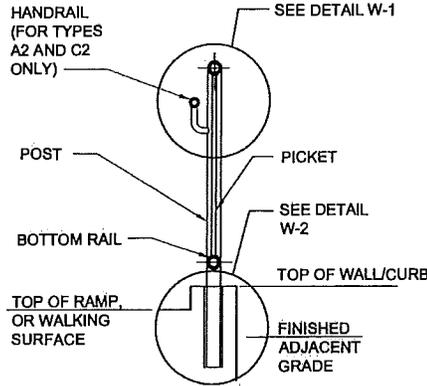
**SECTION B-B**  
NOT TO SCALE



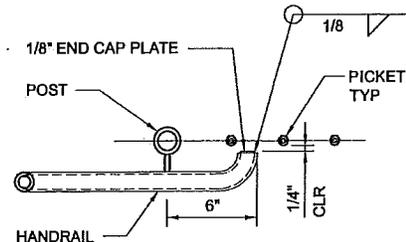
**SLIP JOINT DETAIL**  
NOT TO SCALE



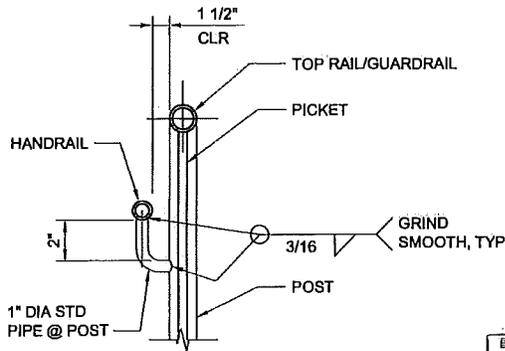
**SECTION C-C**  
NOT TO SCALE



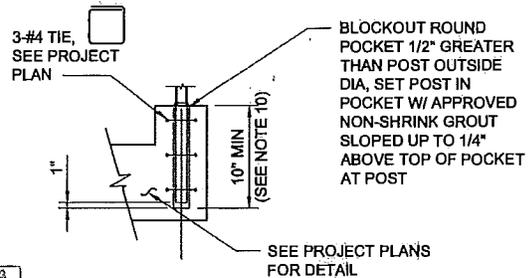
**SECTION D-D**  
NOT TO SCALE



**SECTION E-E**  
NOT TO SCALE



**DETAIL W-1**  
NOT TO SCALE



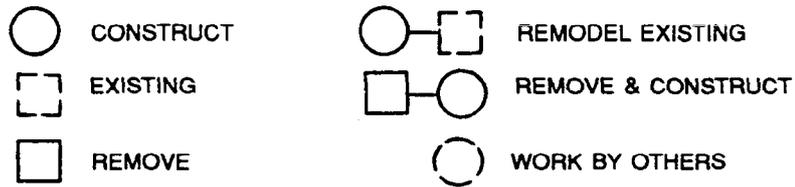
**DETAIL W-2**  
NOT TO SCALE



**NOTES:**

1. STRUCTURAL PIPES SHALL CONFORM TO ASTM A53, GRADE B (Fy=35 KSI) AND STRUCTURAL STEEL PLATE SHALL CONFORM TO ASTM A36.
2. STEEL SHALL BE FABRICATED AND ERECTED IN CONFORMANCE WITH THE LATEST AISC SPECIFICATIONS AND CODE OF STANDARD PRACTICE BY A LICENSED FABRICATOR APPROVED BY THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY.
3. WELDING SHALL BE DONE BY WELDERS CERTIFIED BY THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY, USING APPROVED E70XX ELECTRODES ONLY, UNO. WELDING SHALL CONFORM TO APPLICABLE AWS WELDING CODES, LATEST EDITION. ALL SHOP WELDS SHALL BE DONE IN A SHOP APPROVED BY THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY. CONTINUOUS INSPECTION SHALL BE PROVIDED ON WELDS AS SPECIFIED IN THE LOS ANGELES BUILDING CODE, UNO. INSPECTION SHALL BE DONE BY A LOS ANGELES CITY LICENSED DEPUTY INSPECTOR AT THE CONTRACTOR'S EXPENSE.
4. ALL STEEL STRUCTURAL COMPONENTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.
5. MAXIMUM SPACING OF POSTS SHALL BE 5 FEET ON STRAIGHT ALIGNMENTS AND 4 FEET ON CURVED ALIGNMENTS LESS THAN 30 FEET RADIUS. SPACING SHALL BE UNIFORM BETWEEN CHANGES IN ALIGNMENT.
6. PROVIDE SLIP JOINTS AT STAIRWAY AND RAMP EXPANSION JOINTS OR AT EVERY 24 FEET ON CENTER MAXIMUM.
7. ALL RAILS AND ANY ADJACENT SURFACES TO IT SHALL BE FREE OF ANY SHARP OR ABRASIVE ELEMENTS. EDGES SHALL HAVE A MINIMUM RADIUS OF 1/8 IN.
8. ALL FIELD WELDS AS REQUIRED SHALL BE GROUND SMOOTH. GALVANIZED COATING SHALL BE REPAIRED AFTER FIELD WELDING.
9. 90 DEGREE BEND RADIUS TO THE CENTER OF PIPE SHALL BE WITHIN TWO (2) TO THREE (3) TIMES OF NOMINAL DIAMETER OF THE PIPE.
10. SEE PROJECT PLANS FOR ADDITIONAL DETAILS AND REQUIREMENTS FOR POST ANCHORAGE.

## CONSTRUCTION SYMBOLS



**NOTE: WHEN ONE CHOOSES TO USE CONSTRUCTION SYMBOLS, THE USE OF THIS STANDARD PLAN IS MANDATORY. PERTINENT ITEM NUMBERS AND DESCRIPTIONS SHALL BE SHOWN ON EACH SHEET.**

ITEM NUMBER	DESCRIPTION	DATA TO BE SHOWN ON LEADER
1.	CONCRETE CURB -----	TYPE
2.	TYPE C INTEGRAL CURB & GUTTER -----	b,a
3.	TYPE C INTEGRAL CURB & PAVEMENT -----	b,c
4.	CONCRETE GUTTER -----	b,a
5.	CONCRETE LONGITUDINAL GUTTER -----	b,g
6.	CONCRETE INTERSECTION GUTTER -----	b,a,g
7.	BUS PAD -----	w,t,p,L
8.	CONCRETE PAVEMENT -----	THICKNESS,CLASS
9.	STREET OR ALLEY PER TYPICAL SECTION	
10.	CONCRETE DRIVEWAY -----	CASE,W,X,Y,a,t
11.	CONCRETE ALLEY INTERSECTION -----	w,r,t
12.	CONCRETE WALK -----	THICKNESS
13.	CURB RAMP -----	CASE,W,X,Y
14.	ASPHALT CONCRETE PAVEMENT -----	THICKNESS
15.	ASPHALT CONCRETE BERM PER DETAIL	
16.	UNTREATED BASE MATERIAL -----	THICKNESS,TYPE
17.	ADJUST MANHOLE TO GRADE -----	TYPE,+(RAISE)',-(LOWER)'
18.	METAL BEAM GUARDRAIL -----	LIN. FT.
19.	RECONSTRUCT MANHOLE TO GRADE -----	TYPE,+(RAISE)',-(LOWER)'

BUREAU OF ENGINEERING		DEPARTMENT OF PUBLIC WORKS		CITY OF LOS ANGELES	
<b>SYMBOLS FOR CONSTRUCTION NOTES</b>				<b>STANDARD PLAN S-627-0</b>	
SUBMITTED <i>11/8</i> 1989  ENGINEER OF DESIGN DEPUTY ENGINEER				REVISIONS NO.      DESCRIPTION	
APPROVED <i>11/21</i> 1989  CITY ENGINEER				SUPERSEDES      REFERENCES	
DESIGN BY	DRAWN BY	CHECK BY	VAULT INDEX NO. <b>B-4106</b>		
RAB	G MCD	RGS	SHEET 1 OF 3 SHEETS		

ITEM NUMBER	DESCRIPTION	DATA TO BE SHOWN ON LEADER
20.	REMOVE TREE -----	DIA.,STATION,OFFSET TO CL
21.	COLDPLANE (MILL) AC PAVEMENT	
22.	EXTRUDED ASPHALT CONCRETE (AC) CURB -----	HEIGHT
23.	GRADE ONLY	
24.	PLANT TREE -----	SPECIES,GALLON SIZE
25.	TREE WELL COVER - TYPE A -----	(A-1,OR A-2)
26.	TREE WELL -----	TYPE(1 OR 2)
27.	GEOTEXTILE -----	TYPE,WOVEN OR NONWOVEN
28.	JOINT -----	TYPE
29.	CURB DRAIN-----	INSIDE DIMENSIONS,MATERIAL
30.	WOODEN WARNING RAIL -----	LIN. FT.
31.	PIPE HANDRAIL	
32.	GRIND CONCRETE PAVEMENT	
33.	RELOCATE PARKING METER	
34.	VARIABLE THICKNESS ASPHALT CONCRETE PAVEMENT	
35.	INSTALL GUIDE MARKER	
36.	RELOCATE UTILITY POLE -----	POLE NUMBER
37.	RELOCATE POLE ANCHOR	
38.	RELOCATE AND/OR ADJUST STREET LIGHTING PULL BOX TO GRADE	
39.	RELOCATE AND/OR ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE	
40.	RELOCATE AND/OR ADJUST CATV PULL BOX TO GRADE	
41.	RELOCATE AND/OR ADJUST FIRE HYDRANT TO GRADE	
42.	RELOCATE AND/OR ADJUST ELECTROLIER TO GRADE	
43.	RELOCATE AND/OR ADJUST DWPPS VENT TO GRADE	
44.	RELOCATE AND/OR ADJUST DWPPS MANHOLE TO GRADE	
45.	RELOCATE AND/OR ADJUST DWPWS MANHOLE TO GRADE	
46.	RELOCATE AND/OR ADJUST WATER METER TO GRADE	
47.	RELOCATE STREET SIGN	
48.	TO 77 RESERVED FOR STREET RELATED ITEMS.	
78.	ALLEY GRATING BASIN (AGB) -----	NO. GRATING ,V
79.	REINFORCED CONCRETE PIPE (RCP) -----	DIAMETER,D-LOAD
80.	PAVEMENT REMODELING AT CATCH BASIN -----	X,Y,M
81.	CURBSIDE GRATING BASIN (CGB) -----	NO. GRATING ,V
82.	JUNCTION STRUCTURE (J.S.) -----	TYPE
83.	CORRUGATED STEEL PIPE (CSP) -----	TYPE, DIA ,GAGE
84.	REINFORCED CONCRETE BOX -----	W BY H
85.	STORM DRAIN MANHOLE -----	TYPE
86.	WARPED GUTTER AT CATCH BASIN -----	DIMENSIONS
87.	CATCH BASIN NO.36 -----	NO. GRATING ,V

ITEM NUMBER	DESCRIPTION	DATA TO BE SHOWM ON LEADER
88.	CATCH BASIN NO. 44 -----	W,H,U,S
89.	CATCH BASIN NO. 47 -----	DIMENSIONS
90.	LOW FLOW INLET STRUCTURE -----	L,X,A
91.	LOW FLOW OUTLET STRUCTURE -----	L,X,A
92.	SIDEWALK OUTLET STRUCTURE -----	DIMENSIONS
93.	SIDEWALK CULVERT WITH STEEL PLATE COVER -----	F,W,H,(J-K),(L-M)
94.	SEAL PER DETAIL	
95.	REINFORCED CONCRETE PIPE-LINED -----	DIA,D ITEM NUMBER
96.	SEAL WITH 8" BRICK & MORTAR	
97.	CONCRETE COLLAR	
98.	MONOLITHIC CONNECTION	
99.	SIDE OPENING CATCH BASIN -----	W,V,B
100. TO 130. RESERVED FOR STORM DRAIN RELATED ITEMS.		
131.	SEWER PIPE -----	DIMENSIONS
132.	VITRIFIED CLAY PIPE(VCP) -----	DIMENSIONS
133.	SUPPORT OF PIPES ACROSS TRENCH -----	CASE
134.	IRON PIPE -----	DIA.,CAST OR DUCTILE,THICKNESS, CLASS
135.	MANHOLE INNER COVER -----	B OR C
136.	SEWER MANHOLE -----	STD. PLAN DESIGNATION, DM,H,SHALLOW
137.	HOUSE CONNECTION SEWER (H.C.) -----	TYPE,DIA
138.	SADDLE	
139.	CHIMNEYS -----	TYPE, DIA,H,H <sub>1</sub> ,H <sub>2</sub>
140.	TERMINAL CLEANOUT STRUCTURE "Y" (TCS"Y") -----	D
141.	CONCRETE BLANKET -----	LIN.FT.
142.	PIPE ANCHOR -----	L,Z
143.	TUNNEL -----	LIN.FT.
144.	JACK PIPE -----	LIN.FT.
145.	SPECIAL MANHOLE FOR R.C.P. PER DETAIL	

146. TO 176. RESERVED FOR SEWER RELATED AND MISCELLANEOUS ITEMS.



**C18 (36" x 36")**  
 PLACED AT BEGINNING OF THE  
 WORK AND AT LEAST ONE PER  
 BLOCK, AND AT CROSS STREETS.

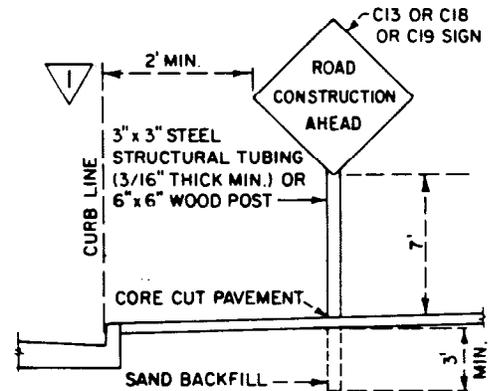


**C13 (48" x 24")**  
 PLACED AT END OF WORK

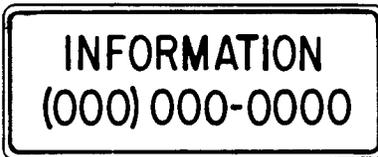
C13, C18 AND C19 SIGNS SHALL BE  
 REFLECTORIZED WITH BLACK LETTERS  
 ON AN ORANGE BACKGROUND (SEE  
 MOUNTING AND PLACEMENT DETAILS  
 AT LOWER RIGHT). LETTERS SHALL BE  
 5" SERIES C.



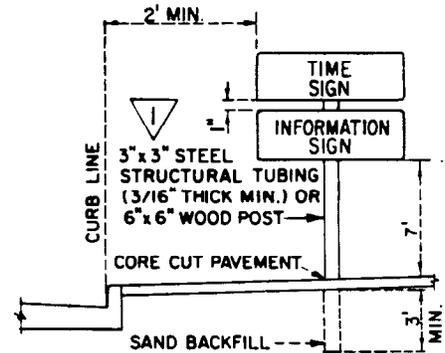
**C19 (36" x 36")**  
 FOR STREET CLOSURES  
 PLACED AS SPECIFIED  
 FOR C18 SIGNS



"TIME SIGN" (48" x 24")  
 WITH BLACK LETTERS  
 (5" SERIES C) ON AN ORANGE  
 BACKGROUND. (SEE MOUNTING  
 AND PLACEMENT DETAILS  
 AT RIGHT.) (SEE NOTE 6  
 FOR WORDING)



"INFORMATION SIGN"  
 (48" x 24") WITH BLACK  
 LETTERS (5" SERIES C)  
 ON AN ORANGE BACKGROUND.  
 (SEE MOUNTING AND PLACEMENT  
 DETAILS AT RIGHT.) (SEE NOTE 5  
 FOR TELEPHONE NUMBER.)



INFORMATION SIGN  
 TO BE MOUNTED BELOW  
 TIME SIGN AND C13 SIGN

**TYPICAL MOUNTING  
 AND PLACEMENT DETAILS  
 NOT TO SCALE**

BUREAU OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

CITY OF LOS ANGELES

**ADVANCE CONSTRUCTION NOTICE SIGNS**

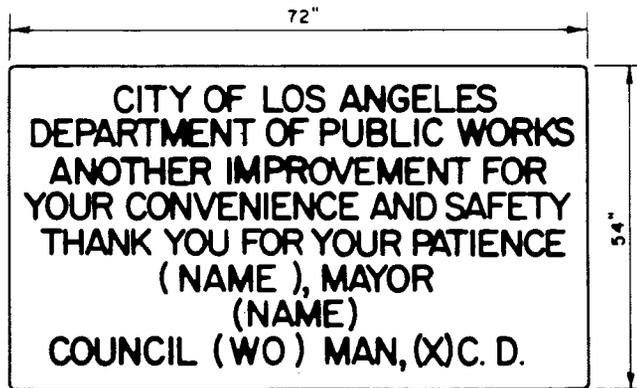
**STANDARD PLAN  
 S-791-1**

SUBMITTED *June 15, 1989*  
*[Signature]*  
 ENGINEER OF DESIGN  
 DEPUTY ENGINEER  
 APPROVED *July 11, 1989*  
*[Signature]*  
 CITY ENGINEER  
 DESIGNED BY: RAB DRAWN BY: RGM/GMcD CHECKED BY: RGS

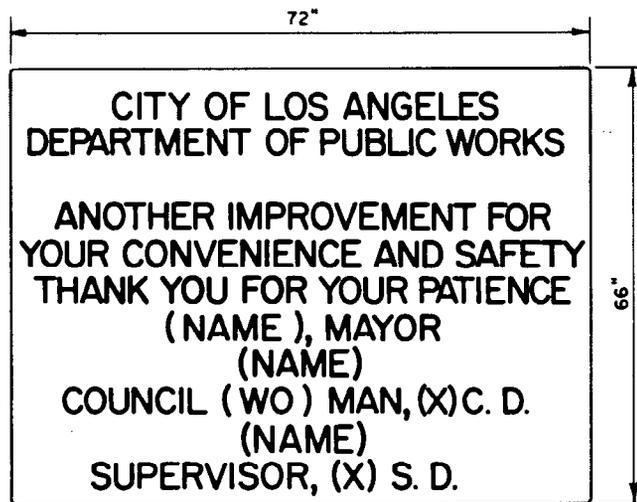


REVISIONS		SUPERSEDES	REFERENCES
NO.	DESCRIPTION		
1	REVISED: NOTES, TITLE OF SIGNS, TYPICAL MOUNTING AND PLACEMENT DETAILS, CREDIT SIGNS, AND ADDED TIME SIGN.	B-4097	

Vault Index Number B-4100  
 SHEET 1 OF 4 SHEETS



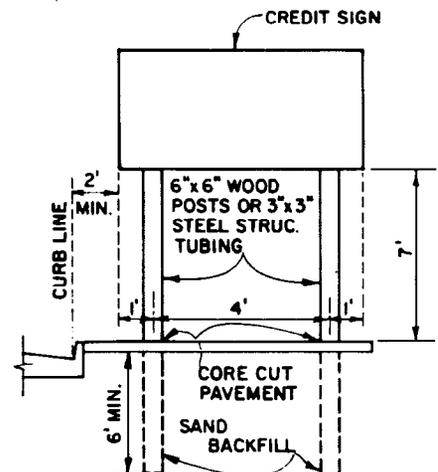
▽ TYPE I CREDIT SIGN



▽ TYPE II CREDIT SIGN

▽ ALL CREDIT SIGNS PLACED 100 FEET IN ADVANCE OF BEGINNING OF WORK.

▽ CREDIT SIGNS (72" x 66" MAXIMUM) WITH WHITE LETTERS (4" SERIES C) ON A BLUE BACKGROUND WITH A WHITE BORDER. (SEE MOUNTING AND PLACEMENT DETAILS AT RIGHT.)



▽ TYPICAL MOUNTING AND PLACEMENT DETAILS  
NOT TO SCALE

## NOTES

1. THESE SIGNS ARE IN ADDITION TO THOSE REQUIRED BY, AND SHALL CONFORM TO, THE PROVISIONS OF THE LATEST ADOPTED EDITION OF THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH).
2. ALL SIGN AND PLATE PANELS SHALL CONSIST OF HIGH QUALITY REFLECTORIZED SHEETING APPLIED TO A BASE OF ALUMINUM OR PLYWOOD. BASE MATERIAL SHALL BE EXTERIOR GRADE PLYWOOD NOT LESS THAN 3/8 INCH THICK OR SHEET ALUMINUM NOT LESS THAN 0.063 INCH THICK FOR WIDTHS UP TO 42 INCHES AND NOT LESS THAN 0.080 INCH THICK FOR WIDTHS GREATER THAN 42 INCHES. ALL PANELS SHALL BE THE PRODUCT OF A COMMERCIAL TRAFFIC SIGN MANUFACTURER.
3. SIGN PANELS SHALL FACE AND BE VISIBLE TO ONCOMING TRAFFIC AND BE SECURELY FASTENED TO POSTS WITH COMMERCIAL BOLTS, NUTS AND WASHERS SO AS TO RESIST DISPLACEMENT.
- ▽4. THE SIGNS SHALL BE PLACED AT LEAST 7 DAYS BEFORE START OF CONSTRUCTION. PRIOR TO INSTALLATION OF ANY SIGNS, THE CONTRACTOR SHALL HAVE APPLICABLE INSURANCE ON FILE WITH THE CITY ATTORNEY'S OFFICE. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE SIGNS SHALL BE PLACED AS FOLLOWS:
  - A. **C18 SIGNS** SHALL BE PLACED AT THE BEGINNING OF THE WORK AND ONE PER BLOCK WITHIN THE LIMITS OF THE WORK. HOWEVER, NO TWO SUCCESSIVE SIGNS SHALL BE SPACED GREATER THAN 1000 FEET APART. **C18 SIGNS** SHALL ALSO BE PLACED ON CROSS STREETS ONE BLOCK PRECEDING THE WORK.
  - B. **C13 SIGNS** SHALL BE PLACED AT THE END OF THE WORK.
  - C. WHEN A STREET CLOSURE IS ALLOWED, **C19 SIGNS** SHALL BE PLACED AS SPECIFIED FOR **C18 SIGNS**.
  - D. THE **CREDIT SIGN** SHALL BE PLACED 100 FEET IN ADVANCE OF BEGINNING OF WORK, TWO SIGNS IF WORK INVOLVES BOTH SIDES OF STREET. **CREDIT SIGNS** SHALL BE REQUIRED ON ALL PROJECTS EXCEPT PERMIT PROJECTS. SEE PLANS FOR TYPE AND NAMES.
  - E. THE **COMBINATION TIME AND INFORMATION SIGN** SHALL BE PLACED 20 FEET BEHIND THE FIRST **C18 SIGN** AND 20 FEET BEHIND ALL **C13 SIGNS** AND **C19 SIGNS**.

5. FOR CASH AND ASSESSMENT ACT CONTRACTS, THE INFORMATION TELEPHONE NUMBER SHALL BE THE NUMBER OF THE DESIGN OFFICE SPECIFIED ON THE PROJECT PLANS. FOR PERMIT PROJECTS, IT SHALL BE THE NUMBER OF THE PERMITTEE OR ITS RESPONSIBLE DESIGNEE. FOR PROJECTS PERFORMED BY CITY FORCES, THE TELEPHONE NUMBER SHALL BE THAT OF THE BUREAU PERFORMING THE WORK.

▽ 6. FOR WORDING OF THE **TIME SIGN**, CONTACT THE ENGINEER, THE PERMITTEE OR THE RESPONSIBLE DESIGNEE.

7. ALL COSTS INCURRED IN FURNISHING, INSTALLING, MAINTAINING, AND REMOVING THE SIGNS SHALL BE INCLUDED IN OTHER ITEMS FOR WHICH BIDS ARE ENTERED.

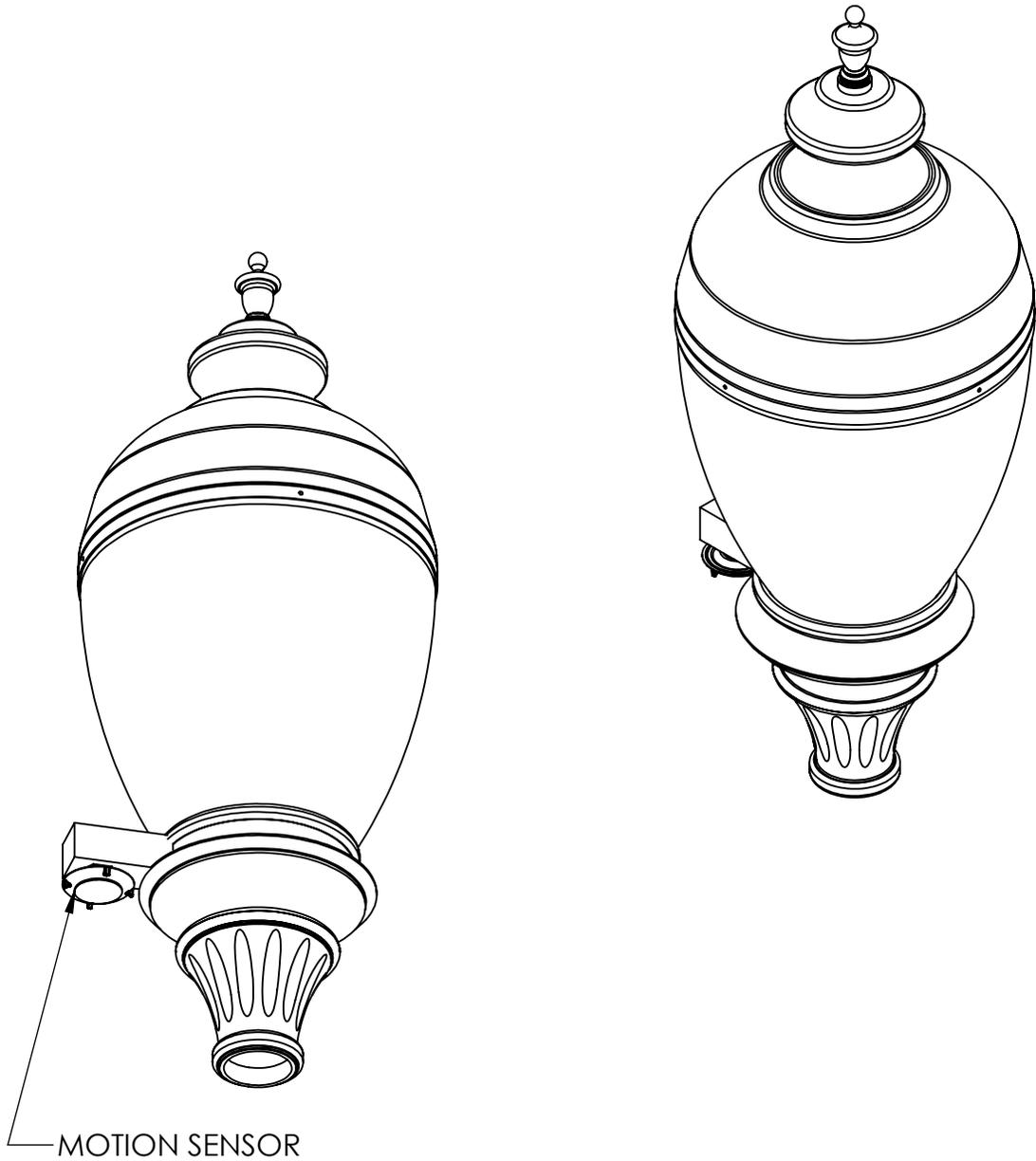
▽ 8. SIGNS AT THE BEGINNING AND END OF THE PROJECT SHALL BE LOCATED CLOSE TO, BUT SHALL NOT INTERFERE WITH, THE CONSTRUCTION.

# **APPENDIX B**

## **(STREET LIGHTING SPECIFICATIONS)**



# SAVANNAH MOTION SENSOR LOCATION



MOTION SENSOR

**PROPRIETARY AND CONFIDENTIAL**  
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF NATIONAL LIGHTING SOLUTIONS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF NATIONAL LIGHTING SOLUTIONS IS PROHIBITED.

		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ±    BEND ± TWO PLACE DECIMAL ±.031 THREE PLACE DECIMAL ±.015
		MATERIAL
		FINISH
NEXT ASSY	USED ON	
APPLICATION		DO NOT SCALE DRAWING

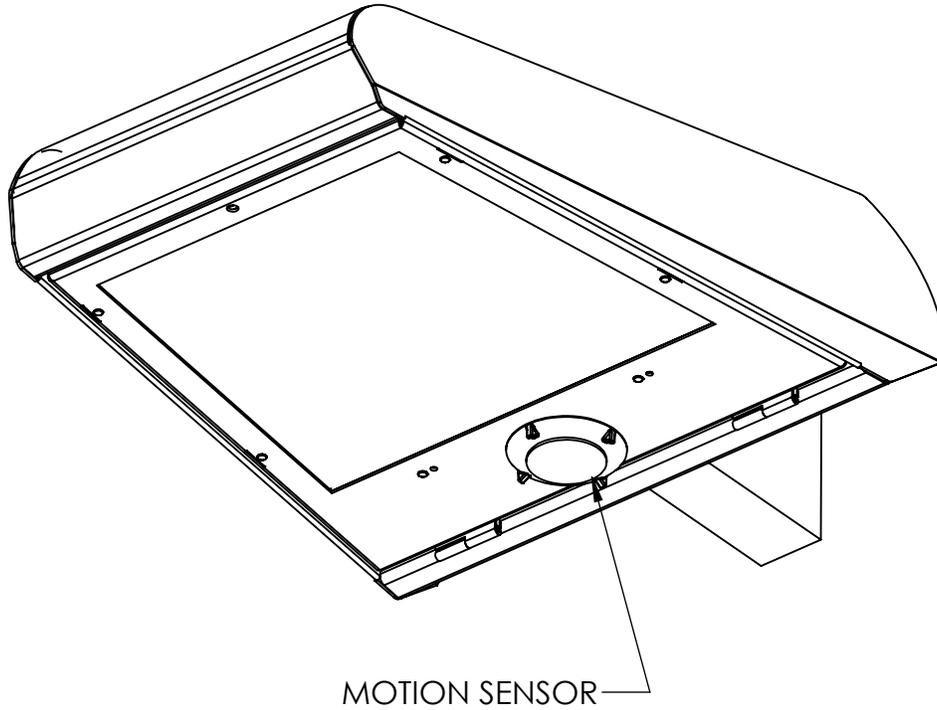
	NAME	DATE
DRAWN	JR	4/16/15
CHECKED		
ENG APPR.		
MFG APPR.		
Q.A.		
COMMENTS:		

 **NATIONAL LIGHTING SOLUTIONS** 19500 S. Rancho Way #105  
 Rancho Dominguez, CA, 90220  
 PH: 310-341-2057

## SAVANNAH MOTION SENSOR LOCATION

SIZE	DWG. NO.	REV.
<b>A</b>	Savannah -MS	--
SCALE: 1:20	WEIGHT:	SHEET 1 OF 1

## VUEs MOTION SENSOR LOCATION



MOTION SENSOR

<p><b>PROPRIETARY AND CONFIDENTIAL</b></p> <p>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF NATIONAL LIGHTING SOLUTIONS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF NATIONAL LIGHTING SOLUTIONS IS PROHIBITED.</p>			DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ±    BEND ± TWO PLACE DECIMAL ±.031 THREE PLACE DECIMAL ±.015		NAME DRAWN <i>JR</i> CHECKED ENG APPR. MFG APPR. Q.A. COMMENTS:	DATE 1/13/16	<b>NATIONAL LIGHTING SOLUTIONS</b> 19500 S. Rancho Way #105 Rancho Dominguez, CA, 90220 PH: 310-341-2057
			MATERIAL			<h3>MOTION SENSOR LOCATION</h3>	
	NEXT ASSY	USED ON	FINISH				
	APPLICATION		DO NOT SCALE DRAWING				
				SIZE <b>A</b> DWG. NO. <b>VUE-MS</b> REV. <b>--</b>	SCALE: 1:10    WEIGHT:    SHEET 1 OF 1		

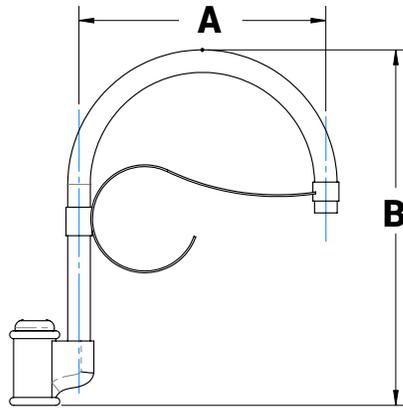


## ARMS

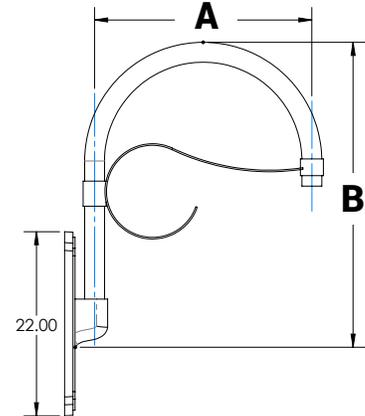


**A3 Single**

**A3 Double 180**



**A3 Single**



**A3-WM Cast Wall Plate**

MODEL	A	B	C	EPA SGL	EPA DBL	EPA WM
<b>A3-S</b>	17 in.	29 in.	2 <sup>3</sup> / <sub>8</sub> in. ∅	1.2	1.9	.9
<b>A3-L</b>	26 in.	38 in.	2 <sup>3</sup> / <sub>8</sub> in. ∅	1.5	2.8	1.4



**A3 Wall Mount**

Architectural Arm 3 is constructed of extruded aluminum tubing. Integrates with poles or tenons of 3-1/2", 4", 4-1/2", or 5" OD and is secured with 3/8" stainless steel Allen set screws.

Contact NLS for custom configuration or others mounting options. Arms are designed, tooled, fabricated and assembled in the USA.



Project Name:

Type:

Cat #	Mounting	Pole or Tenon Diameter	Color
Architectural Arm 3 Small <b>(A3-S)</b>	Single <b>(SGL)</b>	3" Round <b>(3R)</b>	Bronze <b>(BRZ)</b>
	Double 180° <b>(D180)</b>	4" Round <b>(4R)</b>	White <b>(WHT)</b>
Architectural Arm 3 Large <b>(A3-L)</b>	Wall Mount <b>(WM)</b>	4 1/2" Round <b>(412R)</b>	Silver <b>(SVR)</b>
		5" Round <b>(5R)</b>	Black <b>(BLK)</b>
			Green <b>(GN)</b>
			Custom <b>(CS)</b>

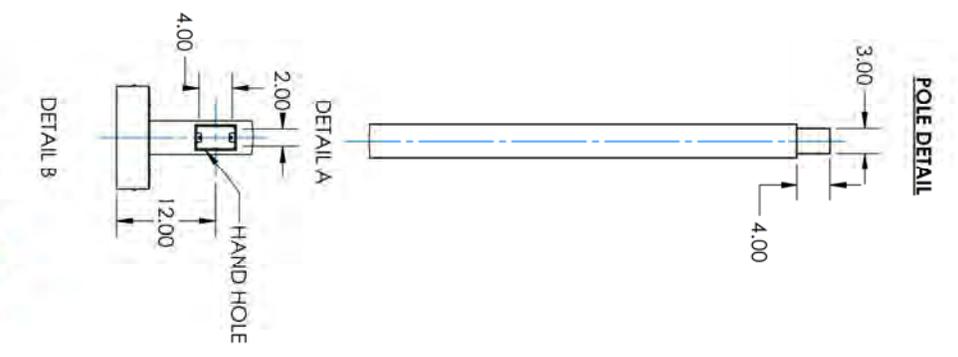
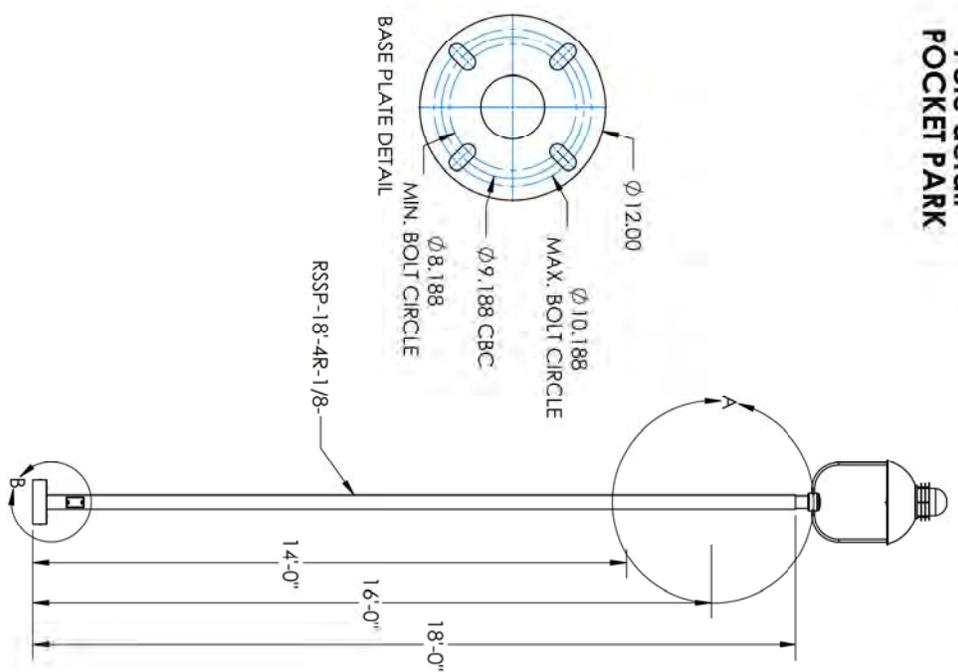


PROPRIETARY AND CONFIDENTIAL  
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 IDENTIFIED HEREON. WITHOUT THE WRITTEN PERMISSION OF NATIONAL LIGHTING SOLUTIONS, IT IS PROHIBITED.

CAL-T2-S4

# Los Angeles Park & Recreation Pole detail POCKET PARK

TAMPER PROOF HARDWARE  
 (ON HAND HOLE AND BASE COVER)



REV.	DESCRIPTION	DATE	APPROVED

UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		DR	7/20/15
TOLERANCES:		CHECKED	
FRACTIONAL: ±		ENG APPR	
DECIMAL: ± 0.01		MFG APPR	
HOLE POSITION: ± 0.015			
THREE PLACE DECIMAL: ± 0.15			
INTERPRET GEOMETRIC TOLERANCING PER:		COMMENTS:	
MATERIAL:		D.A.	
FINISH:			
NEAR ASY	USED ON		
APPLICATION	DO NOT SCALE DRAWING		

THIS DRAWING IS SUBMITTED FOR YOUR APPROVAL. PROCESSING OF YOUR PART WILL NOT CONTINUE UNTIL WE RECEIVE A COPY OF THIS DRAWING APPROVED FOR PRODUCTION

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

SIZE: DWG. NO. **B**  
 SCALE: NTS. WEIGHT: ---  
 SHEET 1 OF 1



TITLE:  
 CST RSSP 18-4R-1/8-CST12-9BC-  
 3430-13R-RBC-1PH



# PRODUCT SPECIFICATIONS

**Housing:** Heavy Duty Marine Grade Cast and Spun Aluminum with 6 shade options and 3 cap options.

**LED:** Luxeon Series by Lumileds

**Optics:** Star Power Optical System; Type 2, 3, 4 + 5 full cutoff

**Watts:** 18, 52-141 watts.

**Electrical:** Conforms to UL 1598 Standards

**Driver:** By Advance

**Kelvin:** 4000, or 5500

**Finish:** 5 Millimeters Powder Coat

**Hardware:** Stainless Steel

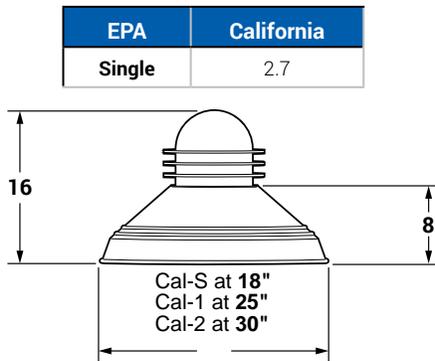
**Warranty:** Standard Warranty is 5 years for Driver and LEDs

# PRODUCT DIMENSIONS



## CALIFORNIA - LUMEN DATA CHART

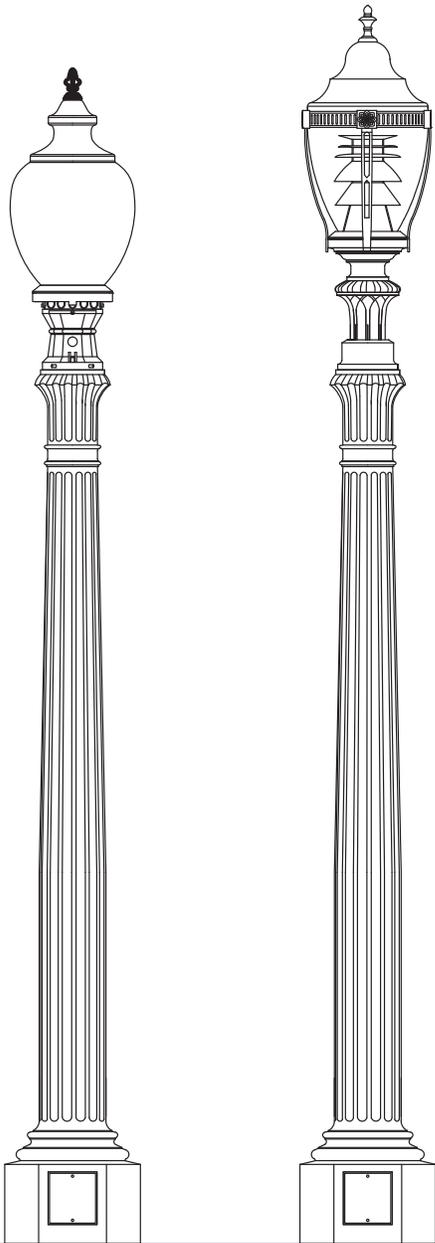
PART NUMBER	T3 LUMENS	T3 EFFICACY	T5 LUMENS	T5 EFFICACY	Watts
CAL-1-XX-32L-53-40K	4628	89	4940	95	52
CAL-1-XX-32L-53-55K	4888	94	5200	100	52
CAL-1-XX-32L-7-40K	5976	83	6480	90	72
CAL-1-XX-32L-7-55K	6336	88	6768	94	72
CAL-1-XX-48L-53-40K	7120	89	7600	95	80
CAL-1-XX-48L-53-55K	7520	94	8000	100	80
CAL-1-XX-48L-7-40K	9047	83	9810	90	109
CAL-1-XX-48L-7-55K	9592	88	10246	94	109
CAL-1-XX-64L-53-40K	9270	90	10094	98	103
CAL-1-XX-64L-53-55K	9785	95	10609	103	103
CAL-1-XX-64L-7-40K	11844	84	13113	93	141
CAL-1-XX-64L-7-55K	12549	89	13677	97	141



EPA	California
Single	2.7

# THE IONIC

The Ionic decorative concrete pole has a unique look that will make any architectural lighting project stand out. Its 15 fluted shaft and ornate historical styling dates back to the early 1900's. From top to bottom, not a detail has been missed, and it is the perfect fit for one of King Luminaire's decorative post top fixtures. It is available in an above grade height of 10'.



## Specifications Details

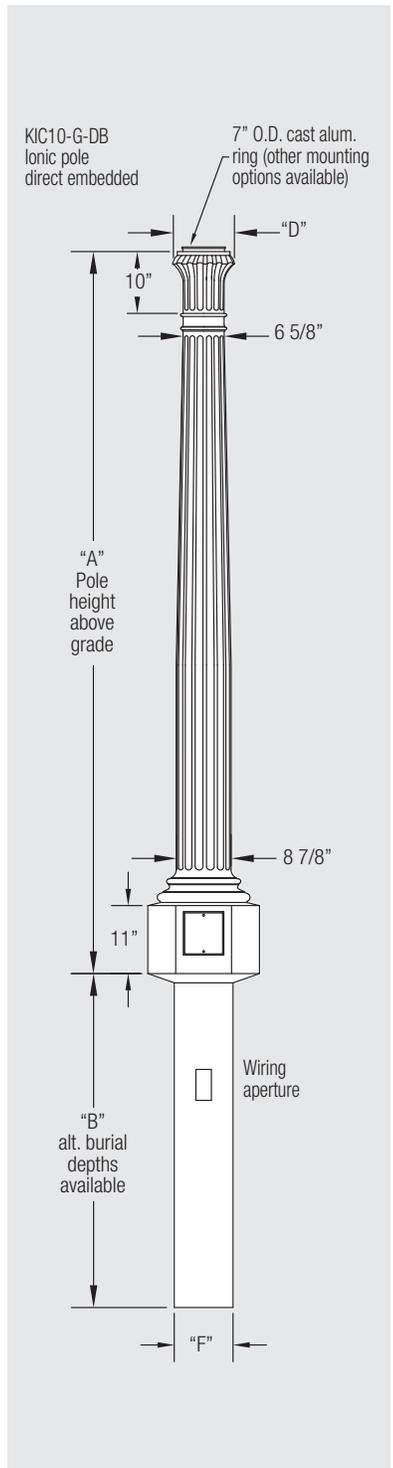
Description	Catalog Number	"A" Pole Height Above Grade	"D" Tip Dimension	"B" Direct Burial Length & "F" Dia.	Pole Weight Direct Burial	Pole Weight Base Plate
Ionic KIC	KIC10	9' 9"	10"	4' 6" x 9 1/2"	860 lbs	655 lbs

Other heights may be available. Contact factory.

## How to Catalog for Ionic Concrete Pole

Pole Style	Finish	Footing Details	Arms* (Pendant Mount)	Coating
KIC	E – Etched Finish	DB – Direct Buried FBP – Flush Baseplate SBP – Stub Baseplate	KA15 – Bishops Crook KA16 – Florentine KA30 – Scroll Arm KA40 – Mini Scroll Arm KA69 – Jefferson Arm KA75 – Santiago Arm	NA – Non Acrylic A – Acrylic AG – Anti Graffiti Coating***
<b>KIC</b>	<b>E</b>	<b>DB</b>	<b>KA15</b>	<b>NA</b>
<b>9' 9"</b>	<b>40</b>	<b>140 30/30</b>	<b>GFI</b>	
<b>Height</b>	<b>Color**</b>	<b>Tenon (Post Top Mount)</b>	<b>Options*</b>	
9' 9"	10 – Midnight Lace 11 – Eclipse Black 30 – Salt & Pepper 40 – Pearl Gray 90 – Saluki bronze	Specify Tenon Size For example 140 30/30 = 2 7/8" OD & 3" long	DR – Duplex Receptacle GFI – Ground Fault Duplex Receptacle SR – 1 Outlet LRN – Ladder Rest BPC – Base Plate Cover AB – Anchor Bolts BA – Banner Arms (clamp on only) FH – Flag Holders (clamp on only)	

\* Consult website for full listings. \*\* See decor colors on page 2 for full selection of colors.  
\*\*\*Anti Graffiti Coating is extra, consult factory for more details.

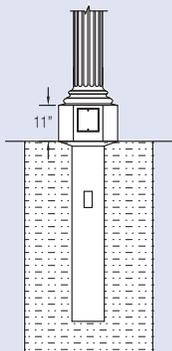


## Footing Details

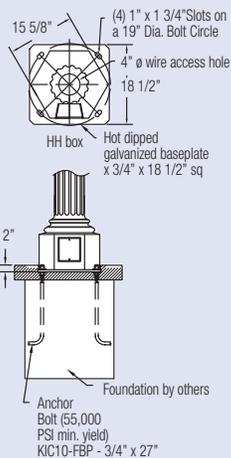
### Direct Embedment

(Simple and Cost Effective)

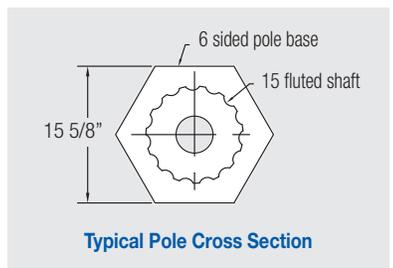
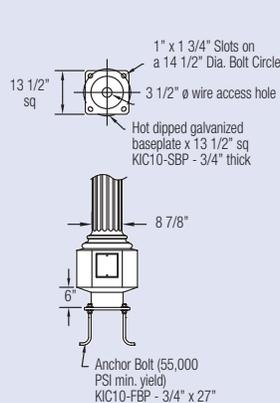
1. Auger the setting hole.
2. Set pole in hole and plumb straight.
3. Backfill\* with required backfill tamping every 4" to 6".



### Baseplate Option 1: FBP



### Baseplate Option 2: SBP



\*Generally the excavated material can be used for backfill, in some situations better backfill may be required.

## AREA/STREET LIGHTING

The Savannah Series Luminaire adds a touch of class and elegance to any Retail, Commercial, or Residential Project. Beautiful by day and efficient by night, the Savannah Series utilizes the latest in LED technology. The Savannah Series comes in either 3000, 4000 or 5500 Kelvin and is available as a pole mount and wall mount as well. The luminaire is powder coated with a rich textured finish adding to luminaire appeal.

The Savannah is available in two different globe designs, three top shades and additional decorative options. The Savannah series is available with three different reflector systems and is the perfect fixture for Shopping Centers, Office Buildings, upscale Residential Projects, or any project where elegance will add ambience and value.



### STAR POWER REFLECTOR

The Star Power reflector is an excellent system which provides great value and performance and provides the extra benefit of concealing the optics within the hard top of the fixture creating a full cutoff lighting effect.



SHADE 1  
SVN-1



SHADE 2  
SVN-1



SHADE 3  
SVN-1



LG-1  
SVN-1

### LED WATTAGE CHART

	16L	32L
350 milliamps	19w	35w
530 milliamps	27w	55w
700 milliamps	33w	70w

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

Type: \_\_\_\_\_

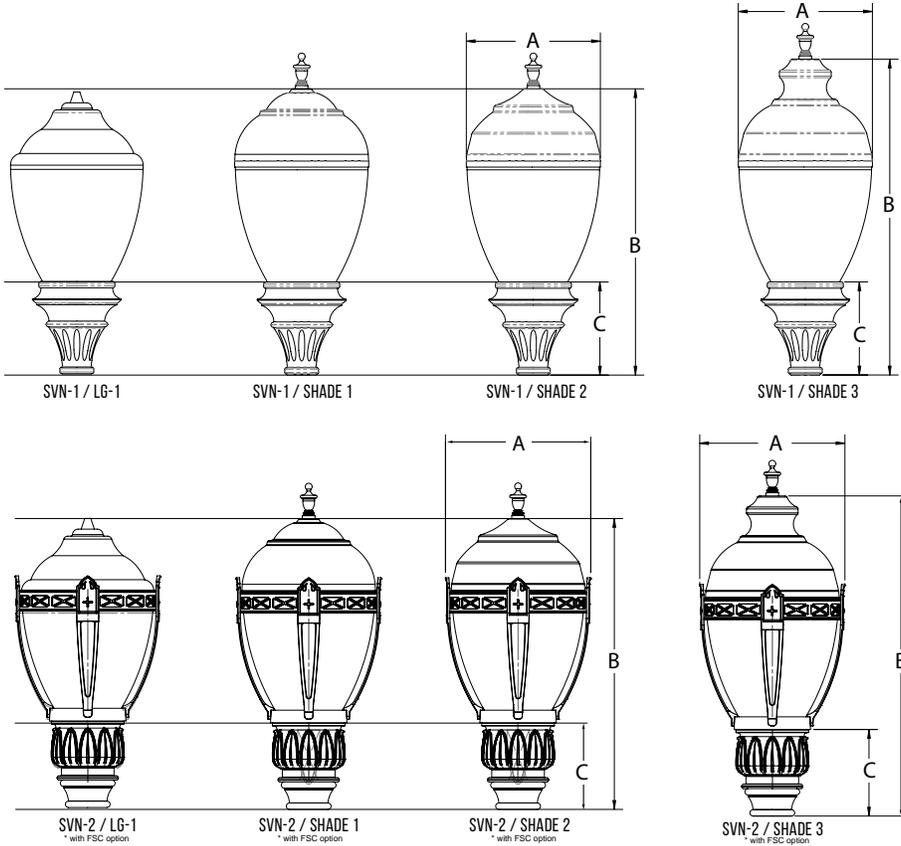
Cat #	Shade / Lens	Light Dist	No. of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Options
Savannah 1 (SVN-1) 	Shade 1 (SH1) 	Type 2 (T2)	16 (16L)	350 (35)	3000K (30K)	120-277 (UNV)	Post Top Mount (PT) *Over 3" OD Tenon	Bronze (BRZ)	Opal Acrylic (OPL)
		Type 3 (T3)	32 (32L)	530 (53)	4000K (40K)				Polycarbonate Lens (PLY)
Savannah 2 (SVN-2) 	Shade 2 (SH2)   Shade 3 (SH3) 	Type 5 (T5)		700 (7)	5500K (55K)			Black (BK)	Decorative Filigree + Strut Combo (FSC)
		No Shade						Custom (CS)	Photocell (PC) <i>*Must specify voltage</i>
		Lens Globe 1 (LG1)							
	Lens Globe 2 (LG2)								House Side Shield (HSS)

# PRODUCT SPECIFICATIONS

**Housing:** Cast Aluminum  
**LED:** Luxeon M Series by Lumileds  
**Optics:** Star Power Optical System  
**Watts:** 19W - 70W  
**Electrical:** Conforms to UL 1598 Standards

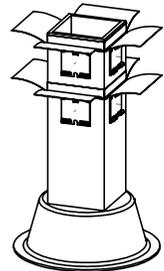
**Driver:** By Advance and Inventronics  
**Kelvin:** 3000K, 4000K, or 5500K  
**Finish:** 5 Millimeters Powder Coat  
**Warranty:** Standard Warranty is 5 years for Driver and LEDs

## PRODUCT DIMENSIONS / OPTIONS



DIMENSIONS			
	A	B	C
SVN-1/LG-1	15.88 in	33.83 in	11 in
SVN-1/SH1	15.88 in	33.83 in	11 in
SVN-1/SH2	15.88 in	33.83 in	11 in
SVN-1/SH3	15.88 in	37.33 in	11 in

DIMENSIONS			
	A	B	C
SVN-2/LG-1	17.5 in	25.8 in	10.3 in
SVN-2/SH1	17.5 in	34.46 in	10.3 in
SVN-2/SH2	17.5 in	34.46 in	10.3 in
SVN-2/SH3	17.5 in	37.92 in	10.3 in



STAR POWER VERTICAL OPTICS FOR A NON-"HARD-TOP" VERSION.

## CALIFORNIA - LUMEN DATA CHART

CATALOG NUMBER	T2 Lumens	T2 Lm/W	T3 Lumens	T3 Lm/W	T5 Lumens	T5 Lm/W	Watts
SVN-1-XXX-XX-16L-35-30K-UNV-PT-WHT-XXX	1596	84	1786	94	1824	96	19
SVN-1-XXX-XX-16L-53-30K-UNV-PT-WHT-XXX	2385.2	89	2438.8	91	2465.6	92	26.8
SVN-1-XXX-XX-16L-7-30K-UNV-PT-WHT-XXX	2640	80	2706	82	2739	83	33
SVN-1-XXX-XX-32L-35-30K-UNV-PT-WHT-XXX	3150	90	3220	92	3290	94	35
SVN-1-XXX-XX-32L-53-30K-UNV-PT-WHT-XXX	4785	87	4895	89	4950	90	55
SVN-1-XXX-XX-32L-7-30K-UNV-PT-WHT-XXX	5460	78	5600	80	5670	81	70
SVN-1-XXX-XX-16L-35-40K-UNV-PT-WHT-XXX	1824	96	1862	98	1900	100	19
SVN-1-XXX-XX-16L-53-40K-UNV-PT-WHT-XXX	2492.4	93	2546	95	2572.8	96	26.8
SVN-1-XXX-XX-16L-7-40K-UNV-PT-WHT-XXX	2706	82	2772	84	2805	85	33
SVN-1-XXX-XX-32L-35-40K-UNV-PT-WHT-XXX	3290	94	3360	96	3430	98	35
SVN-1-XXX-XX-32L-53-40K-UNV-PT-WHT-XXX	5005	91	5115	93	5170	94	55
SVN-1-XXX-XX-32L-7-40K-UNV-PT-WHT-XXX	5600	80	5740	82	5810	83	70
SVN-1-XXX-XX-16L-35-55K-UNV-PT-WHT-XXX	1881	99	1938	102	1957	103	19
SVN-1-XXX-XX-16L-53-55K-UNV-PT-WHT-XXX	2626.4	98	2680	100	2706.8	101	26.8
SVN-1-XXX-XX-16L-7-55K-UNV-PT-WHT-XXX	2871	87	2937	89	2970	90	33
SVN-1-XXX-XX-32L-35-55K-UNV-PT-WHT-XXX	3395	97	3465	99	3500	100	35
SVN-1-XXX-XX-32L-53-55K-UNV-PT-WHT-XXX	5280	96	5390	98	5445	99	55
SVN-1-XXX-XX-32L-7-55K-UNV-PT-WHT-XXX	5950	85	6090	87	6160	88	70



## AREA LIGHTING

The Vue Series is a collaboration of form, optics, and thermal management reducing energy costs, utilizing the least amount of poles and fixtures per project meeting IES minimum foot candle levels, and extending maintenance cycles at a competitive price.

The Vue has specific optical systems designed for Parking Lots, Roadways, Auto Dealerships, Tennis Courts, and Sports Field Lighting. The Vue's optical system is called "Star Power." The flexibility and power of the "Star Power" optics enables the Vue to gain a distinct advantage over its competitors for almost any distribution pattern. The system features 95 percent optical material which goes through a linear diffusion process to stretch the virtual image of the diode both magnifying it and creating a large range of angular flux both horizontally and vertically. This added range increases the width of the light pattern at a greater distance compared to optical systems which rely on refraction principles using plastics. Star Power optics are also the most reliable, other plastic optics will oxidize over time as well as tend to lose its seal while exposed long-term to the elements.

### Product Features

#### The "Vue Series" is the Best Value Outdoor Lighting Solution

- Produces 100 lumens per System Watt of controlled illumination.
- Based on wattage, fixture can weigh from 17 to 32 pounds.
- Has an End of Life modular efficient chip upgrade solution, which takes less than a minute to perform.
- Has a Beautiful, Sleek and Stealth shape.
- Can be mounted directly on to a Wall, Pole, Mast Arm, or adjustable Knuckle Mount.
- Light Distributions are Types 2, 3, 4, 5 and Tennis Optic.
- Is the Perfect Long Life Solution for any Municipality, School, or Infrastructure.
- The Vue conforms to the strictest Made in the USA standards.
- Designed, Tooled, Fabricated and Assembled in California.



#### STAR POWER REFLECTOR

The Star Power reflector is an excellent system which provides great value and performance.



#### LED WATTAGE CHART

	32L	48L	64L	80L	96L	112L	128L	144L	160L	176L	192L
530 milliamps	56w	80w	109w	136w	161w	192w	216w	240w	-	-	-
700 milliamps	72w	114w	149w	179w	218w	255w	287w	326w	364w	390w	426w
1050 milliamps	112w	167w	225w	275w	325w	380w	429w	480w	529w	572w	615w

Project Name:

Type:

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

Cat #	Light Dist.	No. of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Shields	Options
VUE-1 (225W Max) <b>(VUE-1)</b>	Type 2 <b>(T2)</b>	32 <b>(32L)</b> 48 <b>(48L)</b>	530 <b>(53)</b>	4000K <b>(40K)</b>	120-277 <b>(UNV)</b>	Direct Pole Square <b>(DPS)</b>	Bronze <b>(BRZ)</b>	House Side Shield <b>(HSS)</b>	Bird Spikes <b>(BS)</b>
VUE-2 (325W Max) <b>(VUE-2)</b>	Type-3 <b>(T3)</b>	64 <b>(64L)</b>	700 <b>(7)</b>	5500K <b>(55K)</b>	347-480 <b>(HV)</b>	Direct Pole Round <b>(DPR)</b>	White <b>(WHT)</b>	Front Side Shield <b>(FSS)</b>	Marine Grade Finish <b>(MGF)</b>
VUE-3 (615W Max) <b>(VUE-3)</b>	Type-4 <b>(T4)</b>	80 <b>(80L)</b>	1050 <b>(1)</b>			Knuckle Mount <b>(KM)</b>	Silver <b>(SVR)</b>		Photocell <b>(PC)</b> <i>*Must specify voltage</i>
	Type-5 <b>(T5)</b>	96 <b>(96L)</b>				Trunion Mount <b>(TM)</b>	Black <b>(BLK)</b>		Photocell + Receptacle <b>(PCR)</b> <i>*Must specify voltage</i>
	Tennis Optic <b>(TT)</b>	112 <b>(112L)</b>				Tennis Arm <b>(TA)</b>	Green <b>(GN)</b>		Motion Sensor <b>(MS)</b>
		128 <b>(128L)</b>				Mast Arm <b>(MA)</b>			Surge Protector <b>(10K)</b>
		144 <b>(144L)</b>				Wall Mount <b>(WM)</b> <i>*Includes 6" Bolt On Arm</i>	Custom <b>(CS)</b>		Watt Stopper w/ Motion Sensor <b>(FSP-211)</b>
		160 <b>(160L)</b>				Direct Wall Mount <b>(DWM)</b> <i>*Includes Wall Plate</i>			Rotate Optic Right <i>*Size 3 Only</i> <b>(ROR)</b>
		176 <b>(176L)</b>							Rotate Optic Left <i>*Size 3 Only</i> <b>(ROL)</b>
		192 <b>(192L)</b>							

# PRODUCT SPECIFICATIONS

**Housing:** Aluminum.

**LED:** Luxeon M Series by Lumileds

**Optics:** Optics Type T2, T3, T4, T5 and Tennis Optic (TT)

**Watts:** 56-615 Watts

**L70:** 148,000 to 162,000

**UL:** UL 1598 Listed 

**Driver:** Dimming driver as standard by Advance or ULT

**Kelvin:** 4000, or 5500

**Finish:** 5 Millimeters Powder Coat

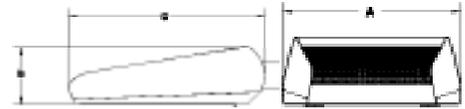
**Warranty:** Standard Warranty is 5 years for Driver and LEDs

# PRODUCT DIMENSIONS

## VUE 1 - LUMEN DATA CHART

PART NUMBER	T2 OPTIC	Lm/W	T3 OPTIC	Lm/W	TT/T4 OPTIC	Lm/W	T5 OPTIC	Lm/W	TT Optic	Lm/W	Calculated L70	SYSTEM WATTS
VUE-1-32L-530-4000K	5359	96	5418	97	5632	101	5041	90	N/A	N/A	148,000	56
VUE-1-32L-530-5500K	5824	104	5764	103	5992	107	5363	96	N/A	N/A	148,000	56
VUE-1-32L-700-4000K	6447	90	6381	89	6633	92	5810	81	N/A	N/A	153,000	72
VUE-1-32L-700-5500K	6858	95	6788	94	7056	98	6315	88	N/A	N/A	153,000	72
VUE-1-32L-1050-4000K	8392	75	8305	74	8633	77	7727	69	N/A	N/A	162,000	112
VUE-1-32L-1050-5500K	8927	80	8835	79	9184	82	8220	73	N/A	N/A	162,000	112
VUE-1-48L-530-4000K	7821	98	7741	97	8047	101	7201	90	N/A	N/A	148,000	80
VUE-1-48L-530-5500K	8320	104	8235	103	8560	107	7661	96	N/A	N/A	148,000	80
VUE-1-48L-700-4000K	9760	86	9660	85	10041	88	8986	79	N/A	N/A	153,000	114
VUE-1-48L-700-5500K	10383	91	10276	90	10682	94	9560	84	N/A	N/A	153,000	114
VUE-1-48L-1050-4000K	12512	75	12384	74	12872	77	11521	69	N/A	N/A	162,000	167
VUE-1-48L-1050-5500K	13311	80	13174	79	13694	82	12256	73	N/A	N/A	162,000	167
VUE-1-64L-530-4000K	10656	98	10547	97	10964	101	9812	90	N/A	N/A	148,000	109
VUE-1-64L-530-5500K	11336	104	11220	103	11663	107	10438	96	N/A	N/A	148,000	109
VUE-1-64L-700-4000K	12894	87	12762	86	13265	89	11872	80	N/A	N/A	153,000	149
VUE-1-64L-700-5500K	13717	92	13576	91	14112	95	12630	85	N/A	N/A	153,000	149
VUE-1-64L-1050-4000K	17607	78	17426	77	18114	81	16213	72	N/A	N/A	162,000	225
VUE-1-64L-1050-5500K	18730	83	18538	82	19270	86	17247	77	N/A	N/A	162,000	225

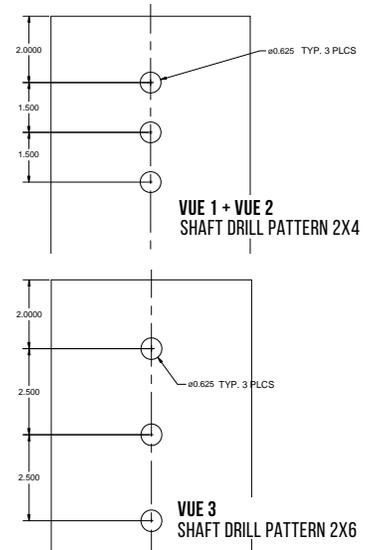
DIMENSION	VUE-1	VUE-2	VUE-3
A	16.99 in	21.56 in	26.17 in
B	6.38 in	8.00 in	8.36 in
C	21.48 in	27.06 in	32.94 in



EPA	VUE-1	VUE-2	VUE-3
Single	.72	1.16	1.42
Double	1.44	2.32	2.86
Triple	2.24	2.5	4.78
Quad	2.6	3.6	4.88

## VUE 2 - LUMEN DATA CHART

PART NUMBER	T2 OPTIC	Lm/W	T3 OPTIC	Lm/W	TT/T4 OPTIC	Lm/W	T5 OPTIC	Lm/W	TT Optic	Lm/W	Calculated L70	SYSTEM WATTS
VUE-2-80L-530-4000K	12675	93	12544	92	13040	96	11081	81	12849	94	148,000	136
VUE-2-80L-530-5500K	14012	103	13767	101	14158	104	12474	92	14119	104	148,000	136
VUE-2-80L-700-4000K	15701	88	15539	87	16153	90	14040	78	15638	87	153,000	179
VUE-2-80L-700-5500K	16703	93	16531	92	17184	96	14936	83	17184	96	153,000	179
VUE-2-80L-1050-4000K	20394	74	20184	73	20981	76	19883	72	20057	73	162,000	275
VUE-2-80L-1050-5500K	21695	79	21472	78	22320	81	21152	77	22041	80	162,000	275
VUE-2-96L-530-4000K	15005	93	14850	92	15437	96	13088	81	14946	93	148,000	161
VUE-2-96L-530-5500K	15962	99	15798	98	16422	102	13923	86	16422	102	148,000	161
VUE-2-96L-700-4000K	19122	88	18925	87	19672	90	17104	78	18879	87	153,000	218
VUE-2-96L-700-5500K	20342	93	20133	92	20928	96	18196	83	20710	95	153,000	218
VUE-2-96L-1050-4000K	25217	78	24958	77	25944	80	24557	76	24624	76	162,000	325
VUE-2-96L-1050-5500K	26827	83	26551	82	27600	85	26124	80	27255	84	162,000	325
VUE-2-112L-530-4000K	17521	91	17340	90	18025	94	15269	80	17484	91	148,000	192
VUE-2-112L-530-5500K	18639	97	18447	96	19176	100	16244	85	N/A	N/A	148,000	192
VUE-2-112L-700-4000K	21841	86	21616	85	22470	88	19571	77	N/A	N/A	153,000	255
VUE-2-112L-700-5500K	23235	91	22996	90	23904	94	20820	82	N/A	N/A	153,000	255
VUE-2-128L-530-4000K	20130	93	19923	92	20710	96	17538	81	N/A	N/A	148,000	216
VUE-2-128L-530-5500K	21415	99	21195	98	22032	102	18657	86	N/A	N/A	148,000	216
VUE-2-128L-700-4000K	25174	88	24915	87	25904	90	22549	79	N/A	N/A	153,000	287
VUE-2-128L-700-5500K	26781	93	26505	92	27552	96	23988	84	N/A	N/A	153,000	287
VUE-2-144L-530-4000K	24510	102	24259	101	25216	105	21377	89	N/A	N/A	148,000	240
VUE-2-144L-530-5500K	26075	109	25807	108	26826	112	22741	95	N/A	N/A	148,000	240
VUE-2-144L-700-4000K	28595	88	28301	87	29419	90	25613	79	N/A	N/A	153,000	326
VUE-2-144L-700-5500K	30420	93	30107	92	31296	96	27248	84	N/A	N/A	153,000	326



## VUE 3 - LUMEN DATA CHART

PART NUMBER	T2 OPTIC	Lm/W	T3 OPTIC	Lm/W	TT/T4 OPTIC	Lm/W	T5 OPTIC	Lm/W	TT Optic	Lm/W	Calculated L70	SYSTEM WATTS
VUE-3-112L-1050-4000K	28506	75	28,241	74	29328	77	26,332	69	N/A	N/A	162,000	380
VUE-3-112L-1050-5500K	30326	80	30,014	79	31200	82	27,924	73	N/A	N/A	162,000	380
VUE-3-128L-1050-4000K	32,235	75	31,903	74	33,164	77	29,777	69	N/A	N/A	162,000	429
VUE-3-128L-1050-5500K	34,292	80	33,939	79	35,280	82	31,576	74	N/A	N/A	162,000	429
VUE-3-144L-1050-4000K	36,474	76	36,099	75	37,525	78	33,692	70	N/A	N/A	162,000	480
VUE-3-144L-1050-5500K	38,802	81	38,403	80	39,920	83	35,728	74	N/A	N/A	162,000	480
VUE-3-160L-700-4000K	31,928	88	31,600	87	32,848	90	29,492	81	N/A	N/A	153,000	364
VUE-3-160L-700-5500K	33,966	93	33,616	92	34,944	96	31,275	86	N/A	N/A	153,000	364
VUE-3-160L-1050-4000K	40,055	76	39,644	75	41,210	78	37,000	70	N/A	N/A	162,000	529
VUE-3-160L-1050-5500K	42,612	81	42,174	80	43,840	83	39,237	74	N/A	N/A	162,000	529
VUE-3-176L-700-4000K	34,209	88	33,856	87	35,194	90	31,599	81	N/A	N/A	153,000	390
VUE-3-176L-700-5500K	36,392	93	36,017	92	37,440	96	33,509	86	N/A	N/A	153,000	390
VUE-3-176L-1050-4000K	43,930	77	43,478	76	45,195	79	40,580	71	N/A	N/A	162,000	572
VUE-3-176L-1050-5500K	46,734	82	46,253	81	48,080	84	43,032	75	N/A	N/A	162,000	572
VUE-3-192L-700-4000K	37,297	88	36,914	87	38,372	90	34,453	81	N/A	N/A	153,000	426
VUE-3-192L-700-5500K	39,678	93	39,270	92	40,821	96	36,535	86	N/A	N/A	153,000	426
VUE-3-192L-1050-4000K	47,940	78	47,447	77	49,321	80	44,284	72	N/A	N/A	162,000	615
VUE-3-192L-1050-5500K	51,000	83	50,475	82	52,469	85	46,960	76	N/A	N/A	162,000	615



DesignLights Consortium (DLC) qualified Product. Some configurations of this product family may not be DesignLights Consortium (DLC) listed, please refer to the DLC qualified products list to confirm listed configurations. <http://www.designlights.org>



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**BOARD REPORT**

NO. 16-236

DATE November 16, 2016

C.D. 8

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: LOREN MILLER RECREATION CENTER – SYNTHETIC SOCCER FIELD  
(W.O. #E170171F) PROJECT– APPROVAL OF FINAL PLANS

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

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

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

RECOMMENDATION

Approve the final plans and specifications, substantially in the form on file with the Board Office, for the Loren Miller Recreation Center – Synthetic Soccer Field (W.O. #E170171F) project.

SUMMARY

Loren Miller Recreation Center is located at 2717 Halldale Avenue in the Adams-Normandie area of the City. This 2.42 acre facility provides a recreation center, basketball and tennis courts, children's play areas, a walking track, and child care center for the use of the surrounding community. Approximately Twelve Thousand One Hundred Seventy Nine (12,179) residents live within a one-half (1/2) mile walking distance of Loren Miller Recreation Center. Due to the facilities size, features, programs, and services it provides, Loren Miller Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan

The Loren Miller Recreation Center – Synthetic Soccer Field (W.O. #E170171F) project (Project) is a Proposition K Competitive Grant (8<sup>th</sup> Cycle) funded project. The Project scope of work consists of the replacement of existing natural grass soccer field with synthetic turf and the installation of related fencing and walkways.

The Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications, and obtained all the necessary permits for the Project. As required by the Proposition K, three (3) Local Voluntary Neighborhood Oversight Committee (LVNOC) meetings were conducted. The community, the LVNOC and Council District No. 8 are in full support of the project.

After review by the Department of Recreation and Parks (RAP) and BOE, it was determined that the work can be performed by RAP's pre-qualified on call contractors. Staff recommends the Project be constructed by the on call contractors and for BOE to provide construction management services in the construction of these improvements.

BOARD REPORT

PG. 2

NO. 16-236

Sufficient funds are available for the construction and construction contingencies from the following funds and accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>
Proposition K – Year 17	43K/10/10KM16
Proposition K – Year 18	43K/10/10LM16

TREES AND SHADE

The Project designers have reviewed the site and have determined that there is sufficient shade in the area of the Project. Currently, there is an existing trellis for shade over the three (3) picnic tables adjacent to the proposed synthetic soccer field. No trees will be removed from this project.

ENVIRONMENTAL IMPACT STATEMENT

This Project was previously evaluated for environmental impacts in accordance with the California Environmental Quality Act (CEQA), and was determined to be categorically exempt from the provisions of CEQA pursuant to Article III, Section 1c, Class 3(6) (new small accessory structures) and Section 1k, Class 11(3) (construction of minor structures accessory to existing institutional facilities) of the City CEQA Guidelines, per the Los Angeles City Council approval of the 2013-2014 Proposition K Assessment Report on June 5, 2013 (Council File No. 12-1670). A Notice of Exemption (NOE) was filed with the Los Angeles City Clerk and the Los Angeles County Clerk on June 20, 2013. It is recommended that the Board find that this Project scope and the environmental site conditions and circumstances of the Project have not substantially changed since the previous CEQA evaluation; therefore, no additional CEQA documentation is required.

FISCAL IMPACT STATEMENT

The proposed construction project is fully funded by Proposition K funds. When completed, the Project provides improvements to an existing soccer field. Therefore, approval of the plans has no fiscal impact to RAP's General Fund.

This Report was prepared by Erick Chang, Project Manager, Architectural Division, BOE, Reviewed by Neil Drucker, Prop K Program Manager, Architectural Division, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.

LIST OF ATTACHMENT(S)

- 1) Final Plans for Loren Miller Recreation Center – Synthetic Soccer Field Project

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

BUREAU OF ENGINEERING  
 DEPARTMENT OF PUBLIC WORKS  
 CITY OF LOS ANGELES  
**LOREN MILLER RECREATION CENTER  
 SYNTHETIC SOCCER FIELD PROJECT**



**PROJECT TEAM**

**CLIENT:** CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 MICHAEL SHILL  
 GENERAL MANAGER  
 CAROL SANTI DOMINGO  
 SUPERVISOR

**ARCHITECTURAL:** BUREAU OF ENGINEERING  
 ARCHITECTURAL DIVISION  
 MANOJO KAMRANZADEH, A.I.A.  
 PRINCIPAL ARCHITECT  
 DANIEL AND PARRALAN  
 ARCHITECTS  
 11400 WILSON AVENUE, SUITE 200  
 PHOENIX, AZ 85028

**ENGINEER:** SURVEY DIVISION  
 PROJECT ENGINEER  
 GARY LEE MOORE, P.E., ENV. SP.  
 CIVIL ENGINEER

**GEOTECHNICAL:** GEOTECHNICAL ENGINEERING  
 GROUP  
 CHRISTOPHER JOHNSON, P.E., G.E.  
 GROUP MANAGER  
 AMY BI  
 CIVIL ENGINEERING ASSOCIATE II

**CONSTRUCTION:** BUREAU OF ENGINEERING  
 CONSTRUCTION MANAGEMENT DIVISION  
 SUPERVISOR



<b>CITY OF LOS ANGELES</b> DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING		GARY LEE MOORE, P.E., ENV. SP. CITY ENGINEER ACCEPTED BY: _____ DEPUTY CITY ENGINEER / PROGRAM MANAGER DATE: 8/22/16 DATE: 8/30/16 CITY ENGINEER		CLASS REVISIONS INDEX NO. RP 300091 BUILDING NO. _____ DATE BY: _____	
PROJECT: LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD PROJECT ADDRESS: 2717 HALDALE AVENUE LOS ANGELES, CA 90016		WEST TITLE: COVER SHEET SHEET 1 OF 24 DRAWING NO. E770771A		ENGINEERING CITY OF LOS ANGELES	

### ABBREVIATIONS

AC	ASPHALT CONCRETE
AD	AIR DUCT
ADP	AIR DUCT PENETRATION
AMG	AMERICAN WIRE GAUGE
AN	ANCHOR
AP	APPROXIMATE
AR	ARCHITECTURAL
AS	ASBESTOS
AT	ASTM
AV	AUTOMATIC VALVE
AW	AWNING
AX	AXIS
AY	AXIS
B	BENCH MARK
BA	BACK OF WALL
BB	BACK OF CURB
BC	BACK OF CURB STEP
BD	BOTTOM OF WALL
BE	BENCH MARK
BF	BACK OF WALL
BG	BACK OF CURB
BH	BOTTOM OF WALL
BI	BENCH MARK
BJ	BACK OF WALL
BK	BACK OF CURB
BL	BOTTOM OF WALL
BM	BENCH MARK
BN	BACK OF WALL
BO	BACK OF CURB
BP	BOTTOM OF WALL
BQ	BENCH MARK
BR	BACK OF WALL
BS	BACK OF CURB
BT	BOTTOM OF WALL
BV	BENCH MARK
BW	BACK OF WALL
BX	BACK OF CURB
BY	BOTTOM OF WALL
BZ	BENCH MARK
CA	CATCH BASIN
CB	CATCH BASIN
CC	CATCH BASIN
CD	CATCH BASIN
CE	CATCH BASIN
CF	CATCH BASIN
CG	CATCH BASIN
CH	CATCH BASIN
CI	CATCH BASIN
CJ	CATCH BASIN
CK	CATCH BASIN
CL	CATCH BASIN
CM	CATCH BASIN
CN	CATCH BASIN
CO	CATCH BASIN
CP	CATCH BASIN
CQ	CATCH BASIN
CR	CATCH BASIN
CS	CATCH BASIN
CT	CATCH BASIN
CU	CATCH BASIN
CV	CATCH BASIN
CW	CATCH BASIN
CX	CATCH BASIN
CY	CATCH BASIN
CZ	CATCH BASIN
DA	DRAINAGE
DB	DRAINAGE
DC	DRAINAGE
DD	DRAINAGE
DE	DRAINAGE
DF	DRAINAGE
DG	DRAINAGE
DH	DRAINAGE
DI	DRAINAGE
DJ	DRAINAGE
DK	DRAINAGE
DL	DRAINAGE
DM	DRAINAGE
DN	DRAINAGE
DO	DRAINAGE
DP	DRAINAGE
DQ	DRAINAGE
DR	DRAINAGE
DS	DRAINAGE
DT	DRAINAGE
DU	DRAINAGE
DV	DRAINAGE
DW	DRAINAGE
DX	DRAINAGE
DY	DRAINAGE
DZ	DRAINAGE
EA	ELECTRICAL
EB	ELECTRICAL
EC	ELECTRICAL
ED	ELECTRICAL
EE	ELECTRICAL
EF	ELECTRICAL
EG	ELECTRICAL
EH	ELECTRICAL
EI	ELECTRICAL
EJ	ELECTRICAL
EK	ELECTRICAL
EL	ELECTRICAL
EM	ELECTRICAL
EN	ELECTRICAL
EO	ELECTRICAL
EP	ELECTRICAL
EQ	ELECTRICAL
ER	ELECTRICAL
ES	ELECTRICAL
ET	ELECTRICAL
EU	ELECTRICAL
EV	ELECTRICAL
EW	ELECTRICAL
EX	ELECTRICAL
EY	ELECTRICAL
EZ	ELECTRICAL
FA	FINISHED GRADE
FB	FINISHED GRADE
FC	FINISHED GRADE
FD	FINISHED GRADE
FE	FINISHED GRADE
FF	FINISHED GRADE
FG	FINISHED GRADE
FH	FINISHED GRADE
FI	FINISHED GRADE
FJ	FINISHED GRADE
FK	FINISHED GRADE
FL	FINISHED GRADE
FM	FINISHED GRADE
FN	FINISHED GRADE
FO	FINISHED GRADE
FP	FINISHED GRADE
FQ	FINISHED GRADE
FR	FINISHED GRADE
FS	FINISHED GRADE
FT	FINISHED GRADE
FU	FINISHED GRADE
FV	FINISHED GRADE
FW	FINISHED GRADE
FX	FINISHED GRADE
FY	FINISHED GRADE
FZ	FINISHED GRADE
GA	GALVANIZED
GB	GALVANIZED
GC	GALVANIZED
GD	GALVANIZED
GE	GALVANIZED
GF	GALVANIZED
GG	GALVANIZED
GH	GALVANIZED
GI	GALVANIZED
GJ	GALVANIZED
GK	GALVANIZED
GL	GALVANIZED
GM	GALVANIZED

GV	GATE VALVE
HW	HIGH POINT
HD	HIGH POINT
HE	HIGH POINT
HF	HIGH POINT
HG	HIGH POINT
HH	HIGH POINT
HI	HIGH POINT
HJ	HIGH POINT
HK	HIGH POINT
HL	HIGH POINT
HM	HIGH POINT
HN	HIGH POINT
HO	HIGH POINT
HP	HIGH POINT
HQ	HIGH POINT
HR	HIGH POINT
HS	HIGH POINT
HT	HIGH POINT
HU	HIGH POINT
HV	HIGH POINT
HW	HIGH POINT
HX	HIGH POINT
HY	HIGH POINT
HZ	HIGH POINT
IA	INTERIOR
IB	INTERIOR
IC	INTERIOR
ID	INTERIOR
IE	INTERIOR
IF	INTERIOR
IG	INTERIOR
IH	INTERIOR
II	INTERIOR
IJ	INTERIOR
IK	INTERIOR
IL	INTERIOR
IM	INTERIOR
IN	INTERIOR
IO	INTERIOR
IP	INTERIOR
IQ	INTERIOR
IR	INTERIOR
IS	INTERIOR
IT	INTERIOR
IU	INTERIOR
IV	INTERIOR
IW	INTERIOR
IX	INTERIOR
IY	INTERIOR
IZ	INTERIOR
JA	JUNCTION
JB	JUNCTION
JC	JUNCTION
JD	JUNCTION
JE	JUNCTION
JF	JUNCTION
JG	JUNCTION
JH	JUNCTION
JI	JUNCTION
JJ	JUNCTION
JK	JUNCTION
JL	JUNCTION
JM	JUNCTION
JN	JUNCTION
JO	JUNCTION
JP	JUNCTION
JQ	JUNCTION
JR	JUNCTION
JS	JUNCTION
JT	JUNCTION
JU	JUNCTION
JV	JUNCTION
JW	JUNCTION
JX	JUNCTION
JY	JUNCTION
JZ	JUNCTION
KA	KITCHEN
KB	KITCHEN
KC	KITCHEN
KD	KITCHEN
KE	KITCHEN
KF	KITCHEN
KG	KITCHEN
KH	KITCHEN
KI	KITCHEN
KJ	KITCHEN
KK	KITCHEN
KL	KITCHEN
KM	KITCHEN
KN	KITCHEN
KO	KITCHEN
KP	KITCHEN
KQ	KITCHEN
KR	KITCHEN
KS	KITCHEN
KT	KITCHEN
KU	KITCHEN
KV	KITCHEN
KW	KITCHEN
KX	KITCHEN
KY	KITCHEN
KZ	KITCHEN
LA	LANDSCAPE
LB	LANDSCAPE
LC	LANDSCAPE
LD	LANDSCAPE
LE	LANDSCAPE
LF	LANDSCAPE
LG	LANDSCAPE
LH	LANDSCAPE
LI	LANDSCAPE
LJ	LANDSCAPE
LK	LANDSCAPE
LM	LANDSCAPE
LN	LANDSCAPE
LO	LANDSCAPE
LP	LANDSCAPE
LQ	LANDSCAPE
LR	LANDSCAPE
LS	LANDSCAPE
LT	LANDSCAPE
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### PROJECT DESCRIPTION

**SCOPE OF WORK:**  
Replacement of an existing storm tank with new synthetic turf improvements will include soil preparation, and installation of synthetic turf, drainage, and irrigation systems. The project will also include the installation of a new storm tank and the installation of a new storm tank.

### SHEET INDEX

<b>GENERAL</b>	0001	COVER SHEET
	0002	ABBREVIATIONS, PROJECT DESCRIPTION AND SHE





Table with 2 columns: REVISION DATE, DESIGN STAGE. Includes a grid for tracking revisions.

1. The Contractor shall provide... 2. The Contractor shall provide... 3. The Contractor shall provide... 4. The Contractor shall provide...

Table with 4 columns: NOMINAL (inches), ACTUAL (inches), CLASS 1, CLASS 1A, CLASS 1A (inches). Lists various materials and their specifications.

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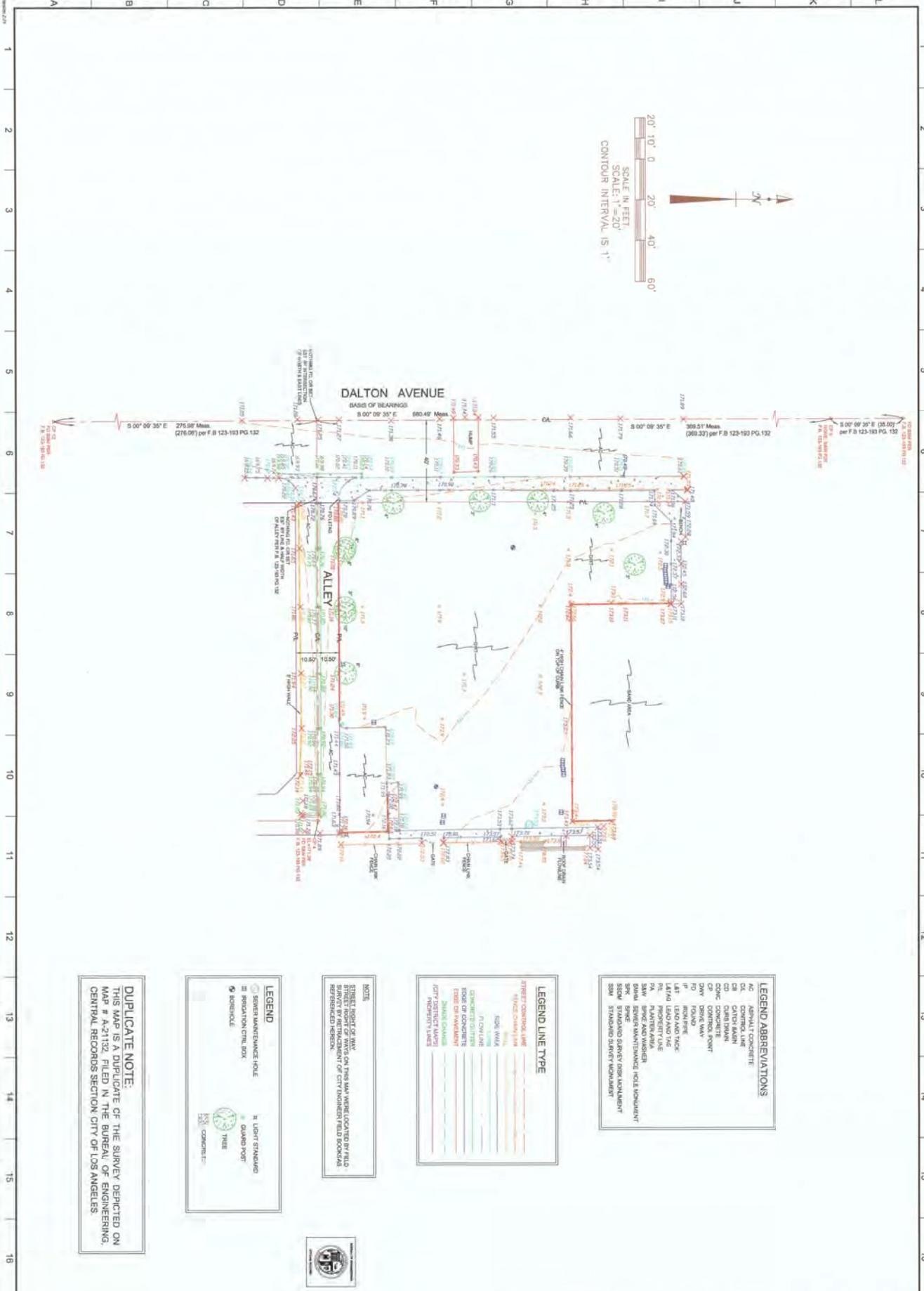
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS. Includes project name: LANDSCAPE CONSTRUCTION NOTES, SHEET 3. Client: LOREMLER MILLER RECREATION CENTER.

GARY LEE MOORE, PE, ENV SP. CITY ENGINEER. Includes architect and designer information: ARCHITECT: JANE ANSON; DESIGNER: GULLERMO BARRAGAN.

BUREAU OF ENGINEERING. Includes drawing title: REVISIONS. INDEX NO.: RP 300091. BUILDING NO.: XX/XX.

CITY OF LOS ANGELES. Includes drawing title: ENGINEERING. Includes drawing title: CITY OF LOS ANGELES.





**LEGEND ABBREVIATIONS**

- AC ASPHALT CONCRETE
- CL CONTROL LINE
- CM CURB
- CR CURB RAMP
- CS CURB SIDEWALK
- CC CONC. CONCRETE
- CP CONTROL POINT
- DM DRIVE WAY
- DP DRIVE PAVEMENT
- EP EDGE PAVEMENT
- LEO LEO AND TACK
- LI LANDSCAPE LINE
- PA PLANTING AREA
- SAW SWEET AND WASHEN
- SM STANDARD SURVEY MONUMENT
- SPR STANDARD SURVEY POINT
- SSM STANDARD SURVEY MONUMENT

**LEGEND LINE TYPE**

- STREET CENTER LINE
- STREET CURB LINE
- ROAD WALK
- LI LOW LINE
- CONCRETE CURB
- EDGE OF CONCRETE
- EDGE OF PAVEMENT
- UTILITY CENTER LINE
- UTILITY LINE

**NOTE**  
STREET RIGHT OF WAY LINES ON THIS MAP ARE LOCATED BY FIELD SURVEY AND NOT BY RETRIEVAL OF CITY ENGINEER FIELD BOOKS AS REFERENCED HEREON.

**LEGEND**

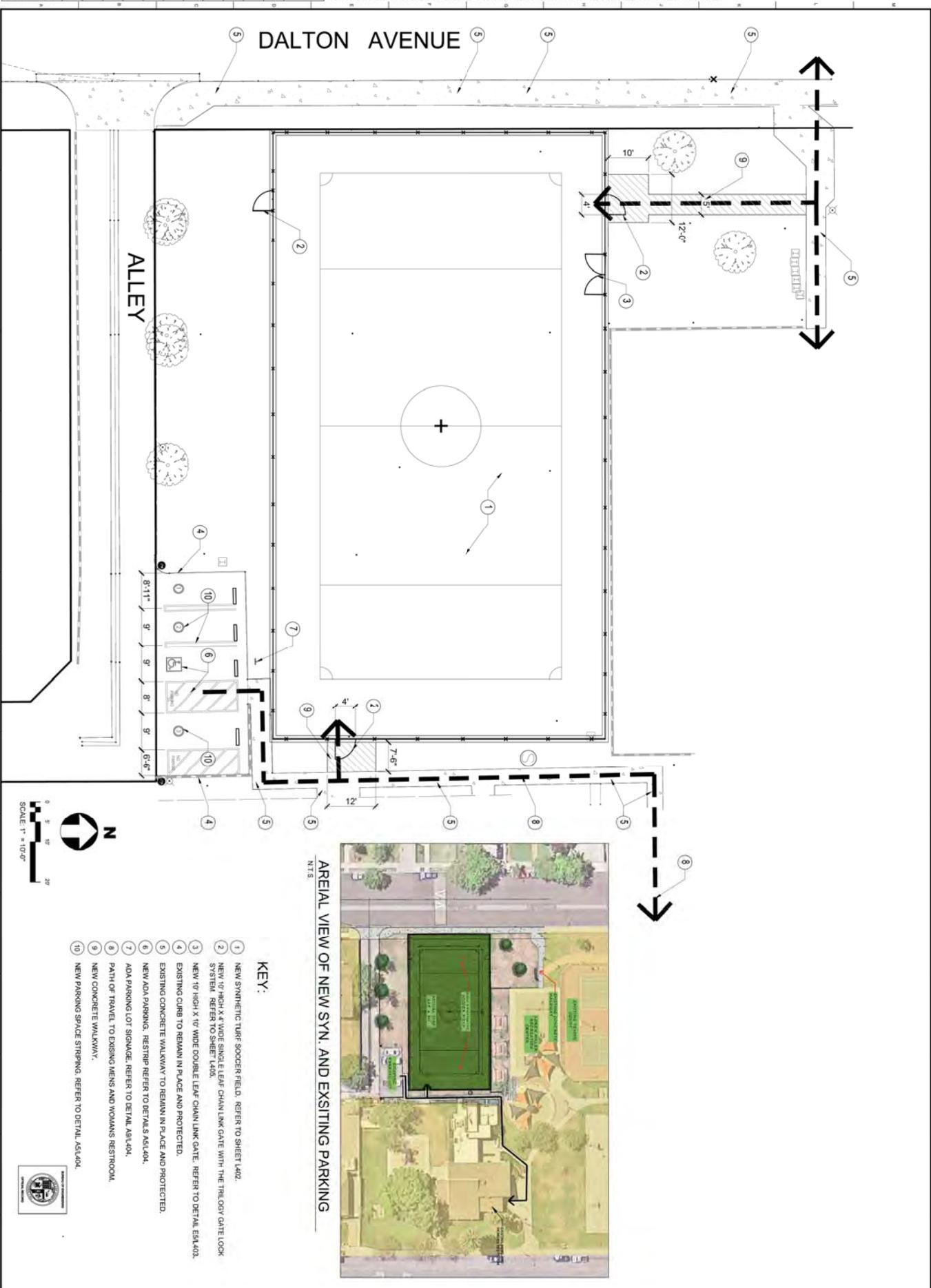
- SIGHT MAINTENANCE HOLE
- PROTECTION CURB BOX
- BENCHMARK
- LIGHT STAKING
- GUARD POST
- TREE
- CONCRETE

**Duplicate Note:**  
THIS MAP IS A DUPLICATE OF THE SURVEY DEPICTED ON MAP # A-21132, FILED IN THE BUREAU OF ENGINEERING, CENTRAL RECORDS SECTION CITY OF LOS ANGELES.

<b>CITY OF LOS ANGELES</b>		<b>DEPARTMENT OF PUBLIC WORKS</b>		<b>BUREAU OF ENGINEERING</b>	
<p>PROJECT NO. <b>L101</b></p> <p>DATE: 08/08/18</p>	<p>PROJECT: <b>LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD</b></p> <p>ADDRESS: 2717 HALDIALE AVE, LOS ANGELES, CA 90018</p>	<p><b>GARY LEE MOORE, P.E.</b> CITY ENGINEER</p> <p>SURVEY ENGINEER</p> <p>SURVEYOR: <b>RAMON MADRIGAL</b></p> <p>FIELD SURVEYOR: <b>RAMON MADRIGAL</b></p> <p>DRAWN BY: <b>EDUARDO ASTRUCOR &amp; SHAWN STEVENS</b></p> <p>CHECKED BY: <b>RAMON MADRIGAL</b></p> <p>APPROVED BY:</p>	<p>DATE: 08/08/18</p> <p>DATE: 10/11/18</p> <p>DATE: 11/21/18</p> <p>DATE: 11/21/18</p>	<p>NO. REVISIONS:</p> <p>DATE BY:</p>	<p>INDEX NO. <b>RP 300091</b></p> <p>SURVEY NO. <b>95853</b></p>







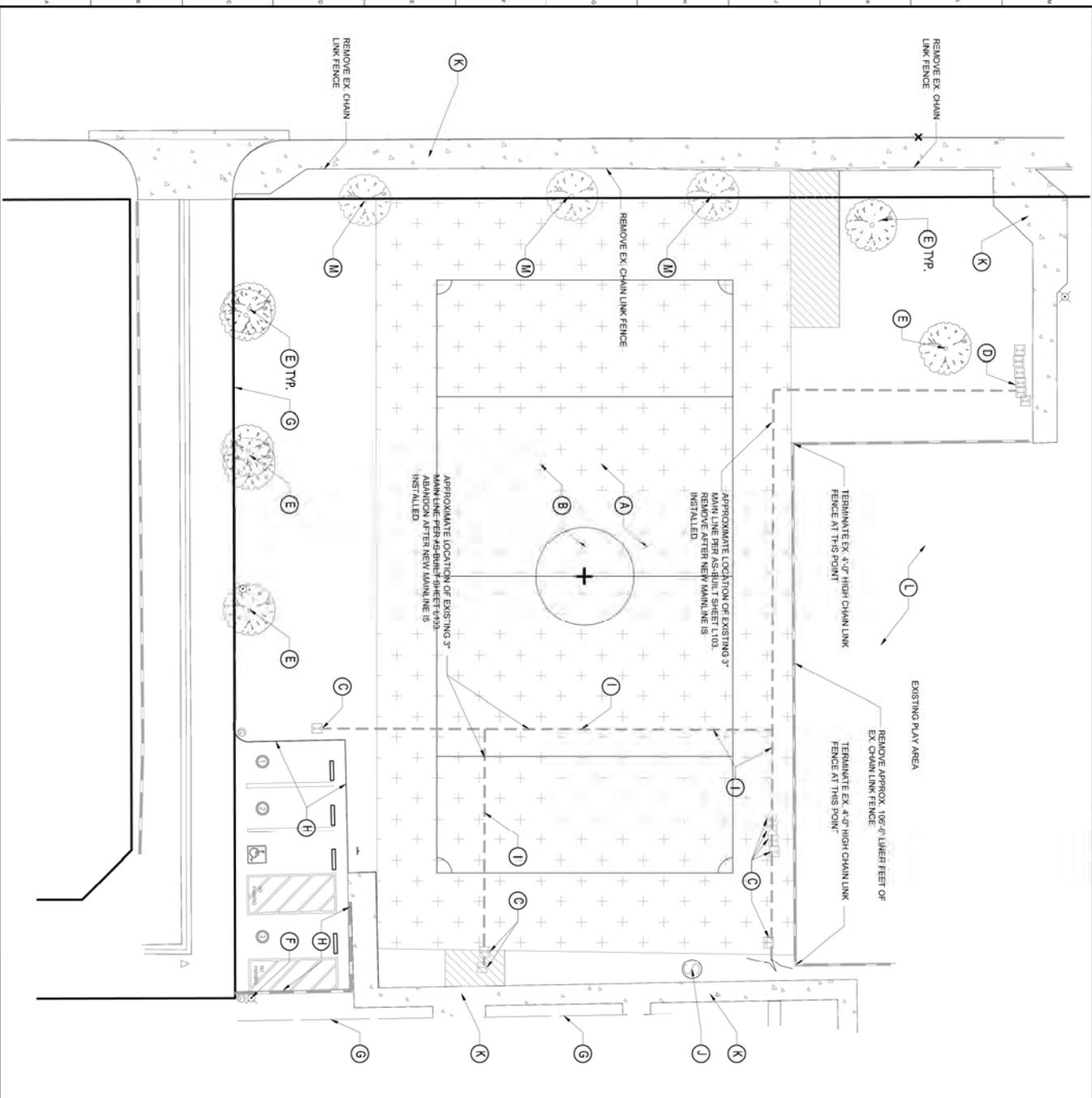
AREAL VIEW OF NEW SYN. AND EXISTING PARKING  
N.T.S.

KEY:

- 1 NEW SYNTHETIC TURF SOCCER FIELD. REFER TO SHEET L402.
- 2 NEW 10' HIGH X 4' WIDE SINGLE LEAF CHAIN LINK GATE WITH THE TRILOBY GATE LOCK SYSTEM. REFER TO SHEET L403.
- 3 NEW 10' HIGH X 10' WIDE DOUBLE LEAF CHAIN LINK GATE. REFER TO DETAIL ESA403.
- 4 EXISTING CURB TO REMAIN IN PLACE AND PROTECTED.
- 5 EXISTING CONCRETE WALKWAY TO REMAIN IN PLACE AND PROTECTED.
- 6 NEW ADA PARKING. RESTRIPT REFER TO DETAIL ASA404.
- 7 ADA PARKING LOT SIGNAGE. REFER TO DETAIL ASA404.
- 8 PATH OF TRAVEL TO EXISTING MENS AND WOMANS RESTROOM.
- 9 NEW CONCRETE WALKWAY.
- 10 NEW PARKING SPACE STRIPING. REFER TO DETAIL ASA404.



<b>CITY OF LOS ANGELES</b>		<b>DEPARTMENT OF PUBLIC WORKS</b>		<b>BUREAU OF ENGINEERING</b>	
<p>CLIENT: RECREATION AND PARKS EXTENSIVE GENERAL MANAGER: MICHAEL A. SWALL</p> <p>SHEET TITLE: ADA ACCESS PATH OF TRAVEL</p> <p>PROJECT: LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD PROJECT</p> <p>ADDRESS: 2717 HALDALE AVENUE LOS ANGELES, CA 90018</p>	<p><b>GARY LEE MOORE, PE, ENV SP.</b> CITY ENGINEER</p> <p>ARCHITECTURAL DIVISION</p> <p>ARCHITECT: JANE ADRIAN LIC. NO. 35472 DATE: 8-22-16</p> <p>DESIGNED BY: GUILLERMO SANCHEZ DATE: 8-22-16</p> <p>DRAWN BY: GUILLERMO BARRAGAN DATE: 8-22-16</p> <p>CHECKED BY: JANE ADRIAN DATE: 8-22-16</p> <p>APPROVED BY: MAHMOOD KARMAZADEH A.I.A. PRINCIPAL ARCHITECT DATE: 8-22-16</p>	<p>DATE: BY:</p> <p>NO. REVISIONS</p>	<p>INDEX NO. RP 300091</p> <p>BUILDING NO. XX/XX</p>	<p><b>ENGINEERING</b></p> <p>CITY OF LOS ANGELES</p>	
<p>DRAWING NO. E170177A</p> <p><b>L104</b></p> <p>SHEET 10 OF 25</p>					



**DEMOLITION NOTES:**

1. ANY ABANDONED MAINLINE, LATERAL LINE OR CONNECTED LINE WHOSE DEPTH OR LOCATION INTERFERES WITH THE INSTALLATION OF THE NEW FIELD SHALL BE REMOVED.
2. ALL REMOVALS SHALL BE PROPERLY DISPOSED OR OFF-SITE.
3. LOCATIONS OF EXISTING EQUIPMENT ARE SHOWN SCHEMATICALLY FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR TO VERIFY EXACT LOCATION FROM SITE SURVEY AND IN FIELD. CONTRACTOR SHALL BRING TO THE ATTENTION OF THE PROJECT MANAGER ANY CONFLICTS AFTER EACH ROY OR VALVE IS REMOVED. FILL IN HOLES WITH APPROVED FILL, COMPACT AND BRING FLUSH WITH ADJACENT GRADE.
5. ALL EXISTING TREES ARE TO REMAIN UNLESS INDICATED OTHERWISE ON THE PLAN AND SHALL BE PROTECTED OVER THEIR PROTECTION SECTION IN THE PROVIDED LANDSCAPE CONSTRUCTION NOTES SHEET 1001.
6. COORDINATE IRIGATION DEMOLITION WITH THE DEPARTMENT OF RECREATION AND PARKS (RAP) PACIFIC MAINTENANCE SUPERVISOR AT (310) 546-7644.
7. ALL EXISTING IRRIGATION COMPONENTS SHALL BE REMOVED TO F.I.P. PROTECTION WALL BY MAINTENANCE SUPERVISOR COORDINATE WITH RAP PACIFIC MAINTENANCE SUPERVISOR AT (310) 546-7644.
8. ALL COMPONENTS OF ADVANCED IRRIGATION SYSTEMS (VALVES, HEADS, LATERAL CONTROL, WIRING, ETC.) SHALL BE PRESERVED AND MAINTAINED FOR REUSE. CONTRACTOR SHALL REMOVE EXISTING AND ADVANCED IRRIGATION SYSTEMS AND SHALL REMAIN AT NO COST TO THE CITY.
9. ALL ADJACENT IRRIGATION SYSTEMS SHALL REMAIN OPERABLE DURING DEMOLITION AND CONSTRUCTION PHASE.
10. ALL EXISTING SITE ELEMENTS INCLUDING CHAIN LINK FENCING, GRASSING, FOUNTAINS, CONCRETE EAS, AC SURFACING, NOT INDICATED ON PLAN FOR REMOVAL SHALL BE PROTECTED IN PLACE.

**KEY:**

- A. CLEAR AND SCAPE EXISTING TURF AND DISPOSE OF PROPERLY OFF-SITE.
- B. REMOVE AND SALVAGE ALL IRRIGATION HEADS IN THE HATCHED FIELD PER NOTE #71, 1001.
- C. REMOVE EXISTING IRRIGATION VALVES PER NOTE #71, 1001.
- D. EXISTING IRRIGATION VALVES TO REMAIN IN PLACE AND PROTECTED. TYP PROTECTION NOTES ON SHEET 1001.
- E. EXISTING TREES TO REMAIN IN PLACE AND PROTECTED. TYP PROTECTION NOTES ON SHEET 1001.
- F. EXISTING SECURITY LIGHTING FIXTURE TO REMAIN IN PLACE AND PROTECTED.
- G. EXISTING CHAIN LINK FENCE SHALL REMAIN IN PLACE AND PROTECTED.
- H. EXISTING CURB TO REMAIN IN PLACE AND PROTECTED.
- I. EXISTING 3" IRRIGATION MAINLINES AND CONTROL WIRES TO BE RELOCATED PER IRRIGATION PLAN ON SHEET 1001.
- J. EXISTING SEWER MAINTENANCE HOLE TO REMAIN IN PLACE AND PROTECTED.
- K. EXISTING CONCRETE WALKWAY OR SIDEWALK TO REMAIN IN PLACE AND PROTECTED.
- L. EXISTING TREES TO BE REMOVED AND DISPOSE OF PROPERLY.
- M. EXISTING PLAY AREA TO BE REMOVED AND DISPOSE OF PROPERLY.

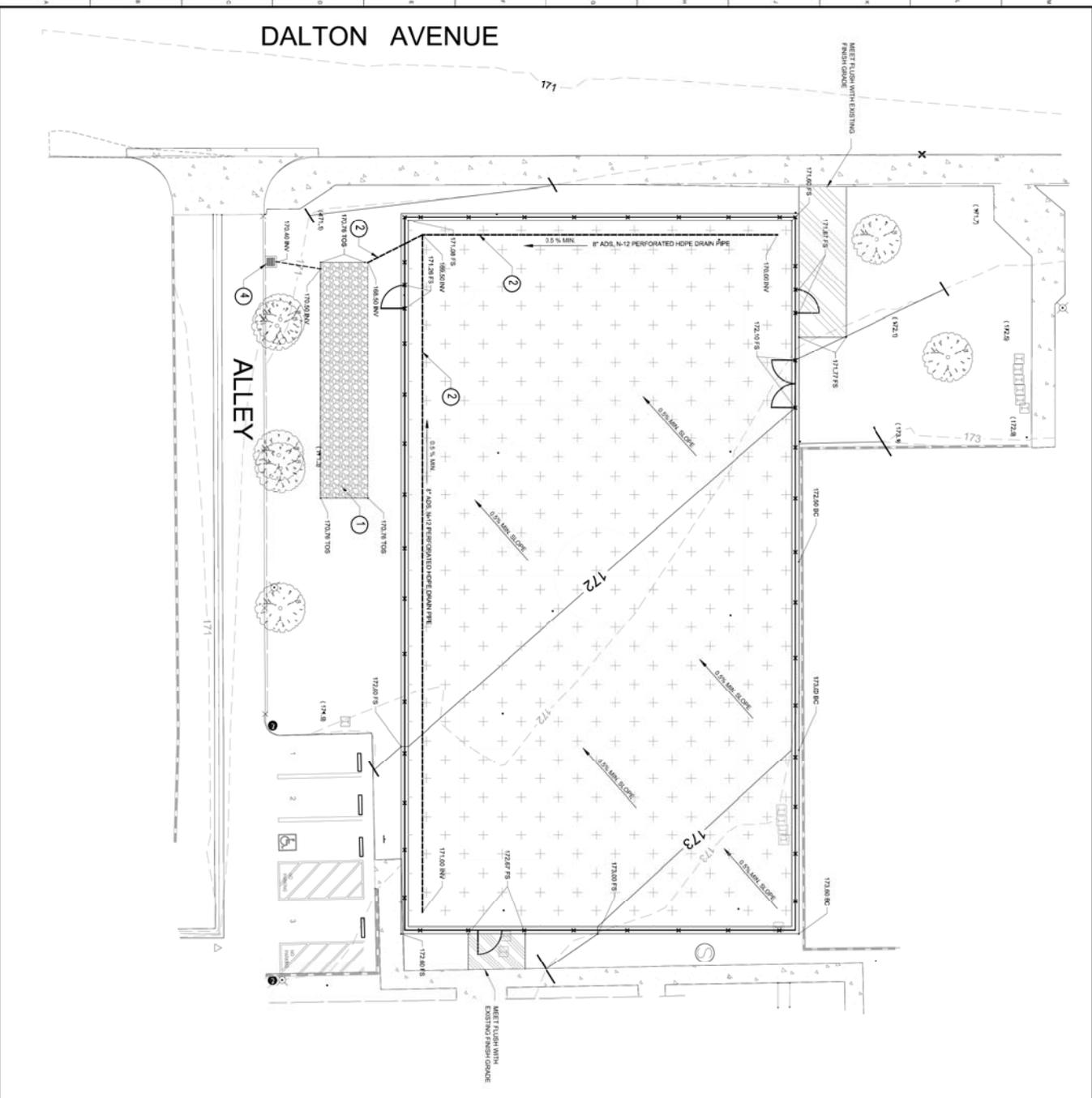
**LEGEND**

- EXISTING TURF AREA TO BE REMOVED AND DISPOSED OFF-SITE
- NEW SYN. SOCCER FIELD
- EXISTING CONCRETE PATH TO REMAIN IN PLACE AND PROTECTED



SCALE: 1" = 10'-0"

<b>CITY OF LOS ANGELES</b>		<b>DEPARTMENT OF PUBLIC WORKS</b>		<b>BUREAU OF ENGINEERING</b>	
CLIENT: RECREATION AND PARKS INTERIM GENERAL MANAGER: MICHAEL A. SHEAL PROJECT: LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD PROJECT ADDRESS: 2717 HALLEDALE AVENUE, LOS ANGELES, CA 90018		<b>GARY LEE MOORE, PE, ENV SP.</b> CITY ENGINEER ARCHITECT: JANE ADRIAN DESIGNED BY: GUILLEN BARRAGAN DRAWN BY: JANE ADRIAN CHECKED BY: JANE ADRIAN APPROVED BY: MAHMOOD KARIMZADEH, AIA, P. PRINCIPAL ARCHITECT		DATE: 8-20-14 DATE: 8-22-14 DATE: 8-22-14 DATE: 8-22-14	
SHEET TITLE: <b>DEMOLITION PLAN</b> DRAWING NO: <b>L201</b> SHEETS: 11 OF 23				INDEX NO.: <b>RP 300091</b> BUILDING NO.: <b>XX/XX</b>	



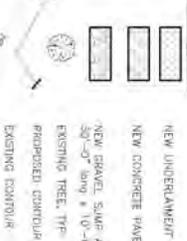
**GRADING NOTES:**

1. ALL REQUIRED FILL OR GRAVEL SHALL BE PLACED IN LOOSE LEVEL, LETS NOT EXCEEDING 3 INCHES IN THICKNESS. MOISTURE CONDITION, BETWEEN OPTIMUM MOISTURE CONTENT AND A FEW PERCENT ABOVE MECHANICALLY COMPACTED TO AT LEAST 95% OF THE MAXIMUM DENSITY DETERMINED BY THE ASTM D1557 METHOD.
2. ALL WORK SHALL COMPLY TO CITY GRADING REGULATIONS.
3. THE STAMPED SET OF PLANS SHALL BE ON THE JOB SITE AT ALL TIMES.
4. PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT ADJACENT PROPERTIES AND PUBLIC IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY DURING GRADING OPERATIONS.
5. DUST SHALL BE CONTROLLED BY WATERING.
6. NO TREES OR EXCAVATION 3'-0" OR MORE IN DEPTH INTO WHICH A PERSON IS REQUIRED TO DESCEND SHALL BE ALLOWED. AN EXCEPTION SHALL BE GRANTED BY THE PUBLIC WORKS DIVISION OF THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS UPON THE ISSUANCE OF A BUILDING OR GRADING PERMIT.
7. REFER TO THE CONSTRUCTION AND LAYOUT PLAN FOR ADDITIONAL DIMENSIONS, TIES, OR OTHER DRAWING DATA.
8. FOR REFERENCE TO EXISTING CONDITIONS, SEE TOPOGRAPHIC SURVEY.
9. ALL GRADING SHALL BE IN ACCORDANCE WITH THE LANDSCAPE CONSTRUCTION NOTES, GENERAL EXISTENCE, SHEET 1001. ALL OTHER GRADING ISSUES NOT COVERED HEREIN OR LANDSCAPE CONSTRUCTION NOTES GENERAL EXISTENCE SHALL BE COVERED BY THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, EDITION APPROVED BY THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS.
10. STRAIGHT GRADE SHALL BE RUN BETWEEN CONTIGUOUS AND SPOT ELEVATIONS UNLESS OTHERWISE INDICATED.
11. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY METHODS AND MEANS TO PROTECT EXISTING UTILITIES AND STRUCTURES FROM ANY ACTIVITY THAT MAY OCCUR DURING THE COURSE OF GRADING AND CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL OBTAIN THE APPROVAL FROM THE PROJECT ENGINEER PRIOR TO ANY EXCAVATION OF ANY EROSION CONTROL ACTIVITY.
12. SYNTHETIC TURF FIELD PERIMETER DRAINAGE PIPE SYSTEM SHALL BE INSTALLED PER DET. A1 SHEET L406.

**KEY:**

1. NEW GRAVEL SLUMP SCHEMATIC LAYOUT. REFER TO DETAIL E131403.
2. NEW 4" DIA. ADS IN 1/2 PERFORATED DRAIN PIPE WITH GEOTEXTILE FABRIC E131403.
3. NEW 4" DIA. ADS DRAIN PIPE OVER FLOW INTO STREET. REFER TO DETAIL E131403.
4. NEW OVERFLOW 18" SQ. CATCH BASIN BY BROOKS PRODUCTS, MODEL # 1818 DE. USE 1818 T18 WITH 1818 BASE AND 1818 CATCH FROM GRAVE.

**LEGEND**

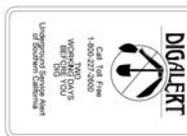
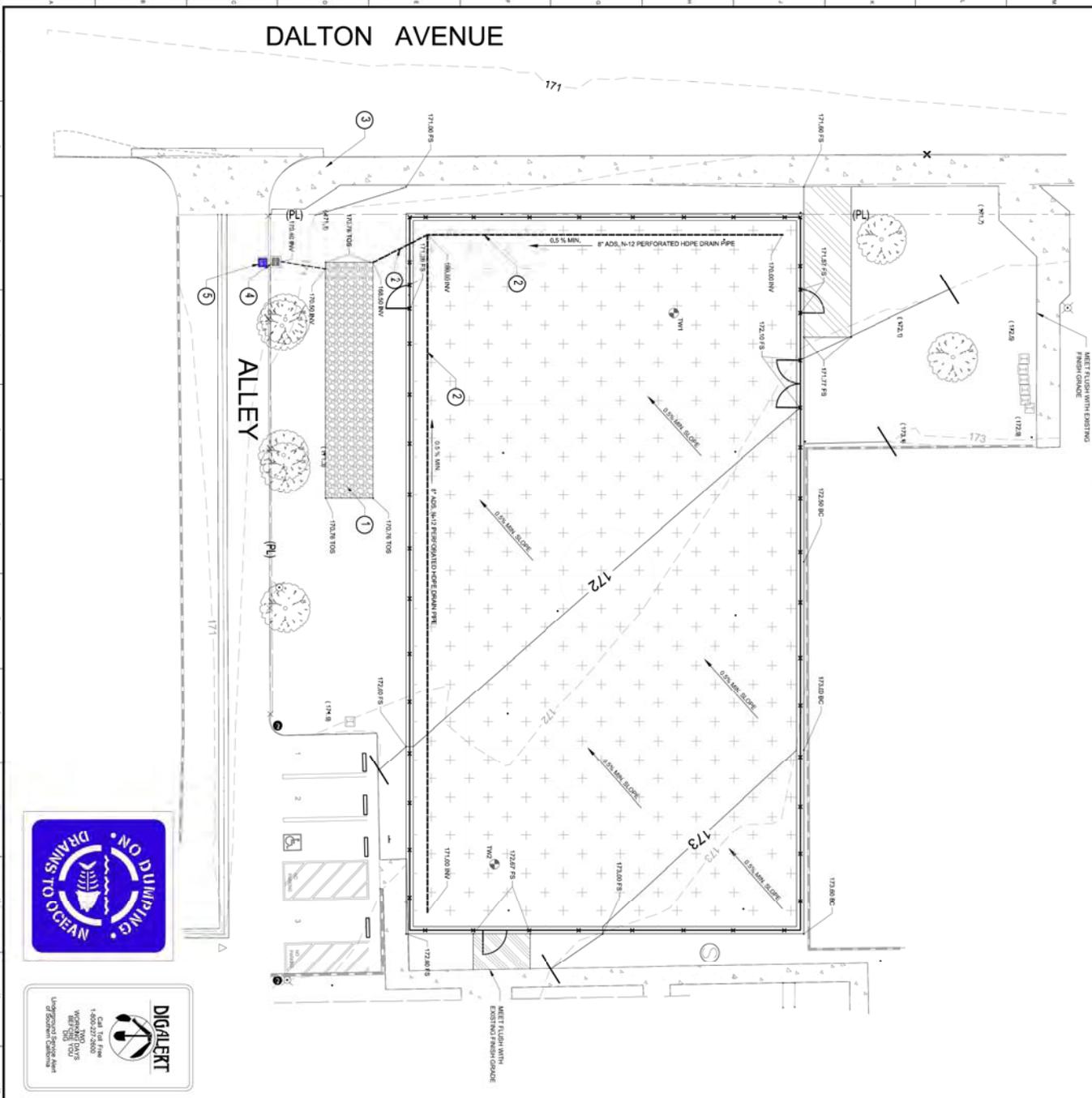


**ABBREVIATIONS**

- FS FINISH SURFACE
- FG FINISH GRADE
- INV INVERT ELEVATION
- HP HIGH POINT
- HT HIGH TREE
- BC BOTTOM OF CURB
- TOS TOP OF SLUMP
- EXS EXISTING SURFACE
- DIR DIRECTION OF FLOW



**DIGILET**  
 LANDSCAPE ARCHITECTURE  
 1400 27th Street  
 Los Angeles, CA 90018  
 TEL: 213.475.1111  
 FAX: 213.475.1112  
 WWW.DIGILET.COM



<b>BMP CONSTRUCTION AREA</b>	INTERVIOUS AREA	13,585 S.F.	0.312 AC.
<b>BIOFILTRATION SIZING</b>	DESIGN VOLUME	1,985.0	1.0
	CATCHMENT AREA (INTERVIOUS AREA x 0.9) + OPEN AREA (UNDEVELOPED AREA) x 0.11	1,985.0 x 0.91 + 0.0 x 0.11 = 1,806.45 S.F.	
	W <sub>10</sub> = 11.112 x 43.869 = 487.0		
	W <sub>50</sub> = 5.991 x 103.152 = 616.1		
	W <sub>90</sub> = 1.2223 x 83		
	DESIGN WRT. TRATION RATE		
	WRT. TRATION RATE		
	MINIMUM STORAGE VOLUME		
	MINIMUM STORAGE VOLUME		
	MINIMUM STORAGE VOLUME		

- KEY:**
- NEW GRAVEL SWAMP SCHEMATIC LAYOUT. REFER TO DETAIL E13A-403
  - NEW 6" DIA. ADS-N-12 PERFORATED DRAIN PIPE WITH GEOTEXTILE FABRIC
  - NEW 6" DIA. ADS DRAIN PIPE OVER FLOW INTO STREET. REFER TO DETAIL E13A-403
  - NEW DRAIN ON W/ 90° CATCH BASIN BY BROOKS PRODUCTS'S MODEL # 4810. USE 1/8" DIA WITH 18" BASE AND 3/8" CAST IRON GRATE.
  - NEW TWO DUMPING - DRINKS TO OCEAN SHALL BE PAINTED ON THE ASPHALT PAVEMENT NEXT TO CONCRETE CATCH BASIN.

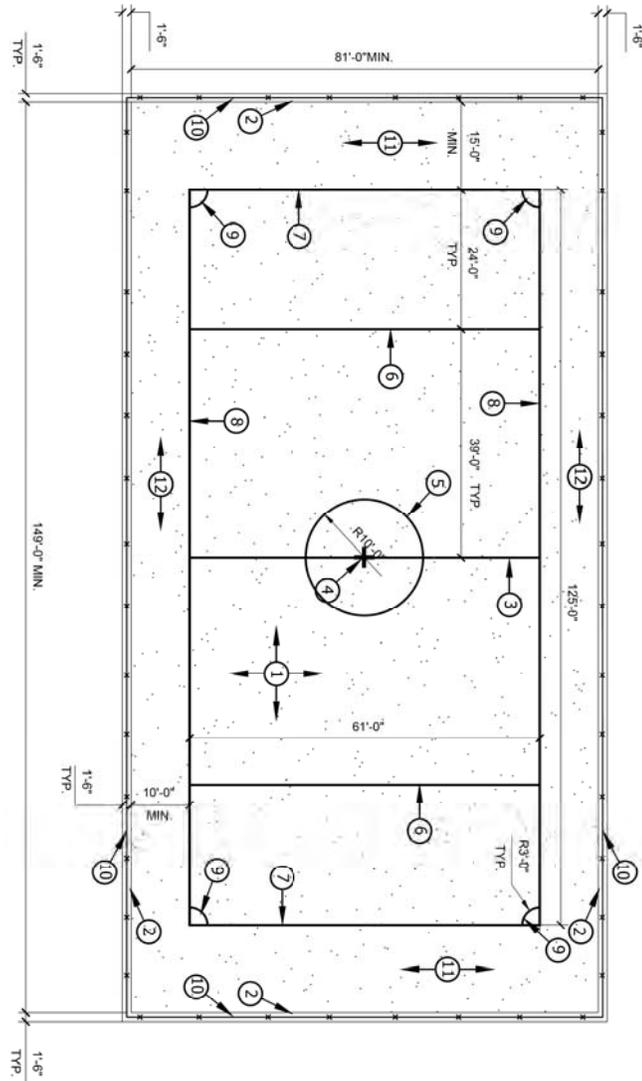


- LEGEND**
- NEW UNDERLAMENT PAD
  - NEW CONCRETE PAVEMENT
  - NEW GRAVEL SWAMP AREA
  - EXISTING TREE, TYP.
  - PROPOSED CONTOUR
  - EXISTING CONTOUR

- ABBREVIATIONS**
- FS FINISH SURFACE
  - FG FINISH GRADE
  - INV INVERT ELEVATION
  - HP HIGH POINT
  - BC BOTTOM OF CURB
  - TOS TOP OF SWAMP
  - EX EXISTING GRADE
  - DIR DIRECTION OF FLOW



# SYNTHETIC SOCCER FIELD PLAN ACTUAL PLAYING FIELD 81' X 149'



**LEGEND:**

- ① 15'-0" SYNTHETIC TURF FIELD WITH SYNTHETIC TURF BUFFER ON ALL 4 SIDES. REFER TO SPECIFICATIONS FOR INSTALLATION.
- ② CONCRETE PERIMETER CURB AND SYNTHETIC TURF EDGE TREATMENT. SEE DETAILS J13/J03 AND AS1/406, UNLESS NOTED OTHERWISE.
- ③ HALFWAY LINE, COLOR: WHITE, 4" WIDE.
- ④ CENTER CIRCLE MARK, COLOR: WHITE, 4" WIDE.
- ⑤ CENTER CIRCLE, COLOR: WHITE, 4" WIDE.
- ⑥ GOAL AREA BOUNDARY LINE, COLOR: WHITE, 4" WIDE.
- ⑦ GOAL LINE, COLOR: WHITE, 4" WIDE.
- ⑧ SIDE LINE, COLOR: WHITE, 4" WIDE.
- ⑨ CORNER ARC, COLOR: WHITE, 4" WIDE.
- ⑩ 10' HIGH FENCE. SEE EQUALS CHAIN LINK FENCE, UNLESS NOTED OTHERWISE ON CONSTRUCTION LAYOUT PLAN.
- ⑪ MIN. 15' WIDE SYNTHETIC TURF BUFFER, REFER TO SPECIFICATIONS FOR INSTALLATION.
- ⑫ MIN. 10' WIDE SYNTHETIC TURF BUFFER, REFER TO SPECIFICATIONS FOR INSTALLATION.

**NOTES:**

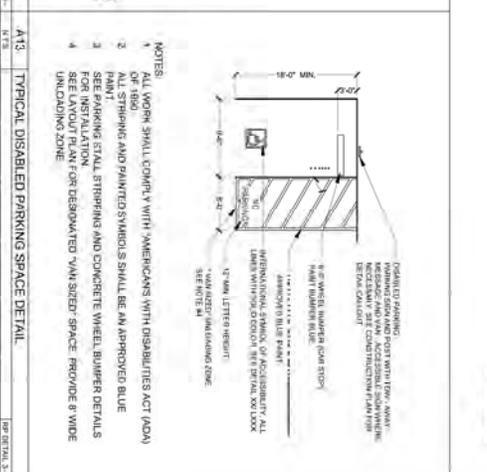
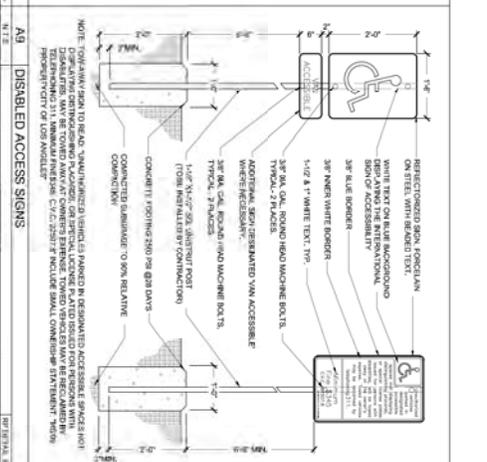
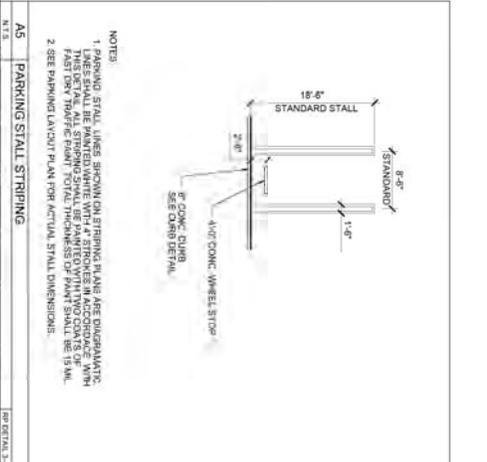
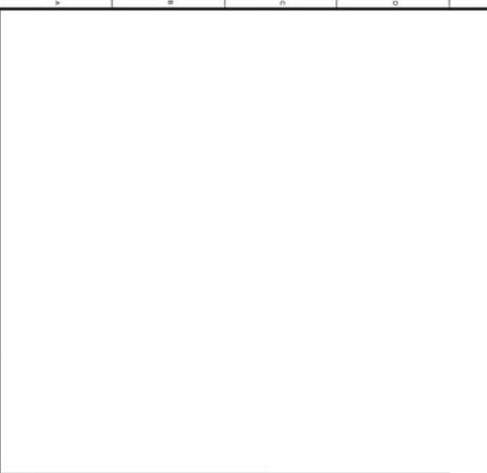
- 1. CONTRACTOR TO SUBMIT MFR. SHOP DRAWINGS, DETAILS AND MATERIALS TO PROJECT MANAGER FOR APPROVAL PRIOR TO INSTALLATION.



<b>CITY OF LOS ANGELES</b>		<b>DEPARTMENT OF PUBLIC WORKS</b>		<b>BUREAU OF ENGINEERING</b>	
CLIENT: RECREATION AND PARKS INTERIM GENERAL MANAGER: MICHAEL J. BROWN		<b>GARY LEE MOORE, PE, ENV SP</b> - CIVIL ENGINEER ARCHITECT: ARCHITECTURA DIVISION		DATE: 8/22/18 DESIGNED BY: GUILLEMO BARRAGAN - 8/22/18 DRAWN BY: GUILLEMO BARRAGAN - 8/22/18 CHECKED BY: JANE ADRIAN - 8/22/18 APPROVED BY: MAHMOOD KARIMZADEH, A.I.A., PRINCIPAL ARCHITECT - 8/22/18	
SHEET TITLE: SYNTHETIC TURF SOCCER FIELD PROJECT: LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD PROJECT ADDRESS: 2717 HALLDALE AVENUE LOS ANGELES, CA 90018		NO. REVISIONS: _____ INDEX NO.: RP 300091		DATE BY: _____ BUILDING NO.: XX/XX	
<b>L402</b> SHEET 15 OF 20				<b>ENGINEERING</b> CITY OF LOS ANGELES	



NO.	DATE	DESCRIPTION
1	8/22/18	ISSUE FOR PERMIT



**STEELCRAFT PRODUCTS**

ITEM	QTY	PART NO.	DESCRIPTION
1	1	POSSG024	4" SQ. TUBE - BEAM - P.C. WHITE (24'-0")
2	2	POSSG025	4" SQ. TUBE - POST (L & R) P.C. WHITE (8'-0")
3	2	POSSG024	1-7/8" OD SCH 40 END STAY (L & R) (1'-0")
4	2	POSSG025	1-7/8" OD SCH 40 BOTTOM RUNNER (1'-0")
5	2	POSSG026	1-7/8" OD SCH 40 TOP STAY (48" 1/2")
6	1	POSSG027	1-7/8" OD SCH 40 BACK STAY (9'-9")
7	1	POSSG028	2-3/8" OD SCH 40 BACK TOP HORIZ (24")
8	1	POSSG029	2-3/8" OD SCH 40 BACK BOTTOM HORIZ (24")
9	1	POSSG030	1-7/8" OD SCH 40 TOP STAY (48")
10	4	POSSG034	U ANCHOR
11	4	POSSG035	5/8" X 1-1/2" SET SCREW
12	16	POSSG036	3/4" X 1/2" SET SCREW
13	1	POSSG037	1/2" DIA. WRENCH (1/2" SET SCREW)
14	1	POSSG038	1/2" DIA. WRENCH (1/2" SET SCREW)

NOTE: SPECIFICATIONS ARE SUBJECT TO CHANGE. DATE: 7/11/12 DRAWN BY: A/S

**STEELCRAFT PRODUCTS**

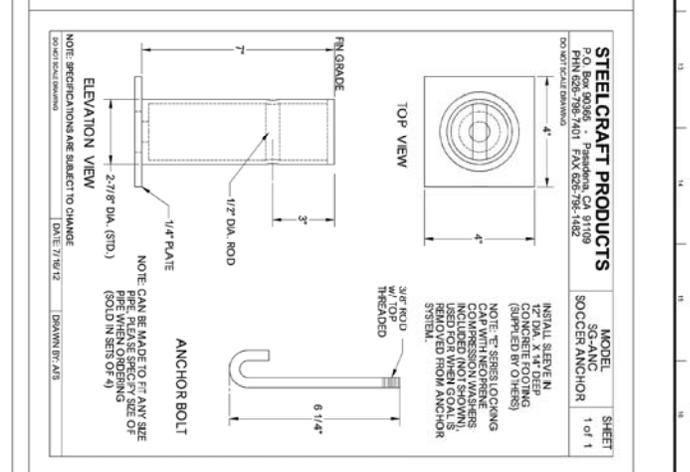
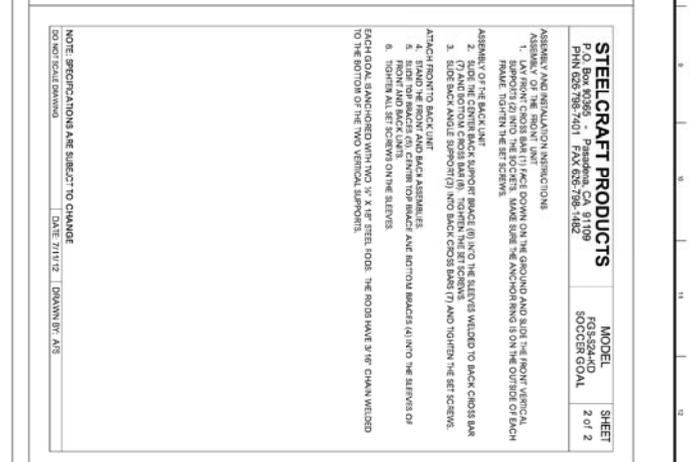
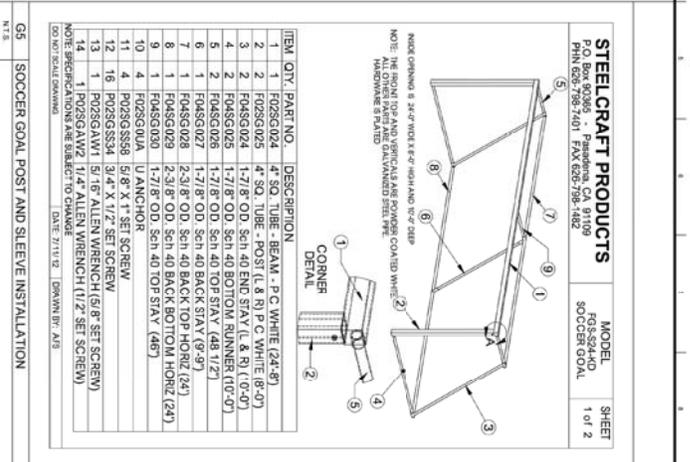
ITEM	QTY	PART NO.	DESCRIPTION
1	1	POSSG039	1/2" DIA. WRENCH (1/2" SET SCREW)
2	1	POSSG040	1/2" DIA. WRENCH (1/2" SET SCREW)

NOTE: SPECIFICATIONS ARE SUBJECT TO CHANGE. DATE: 7/11/12 DRAWN BY: A/S

**STEELCRAFT PRODUCTS**

ITEM	QTY	PART NO.	DESCRIPTION
1	1	POSSG041	1/2" DIA. WRENCH (1/2" SET SCREW)
2	1	POSSG042	1/2" DIA. WRENCH (1/2" SET SCREW)

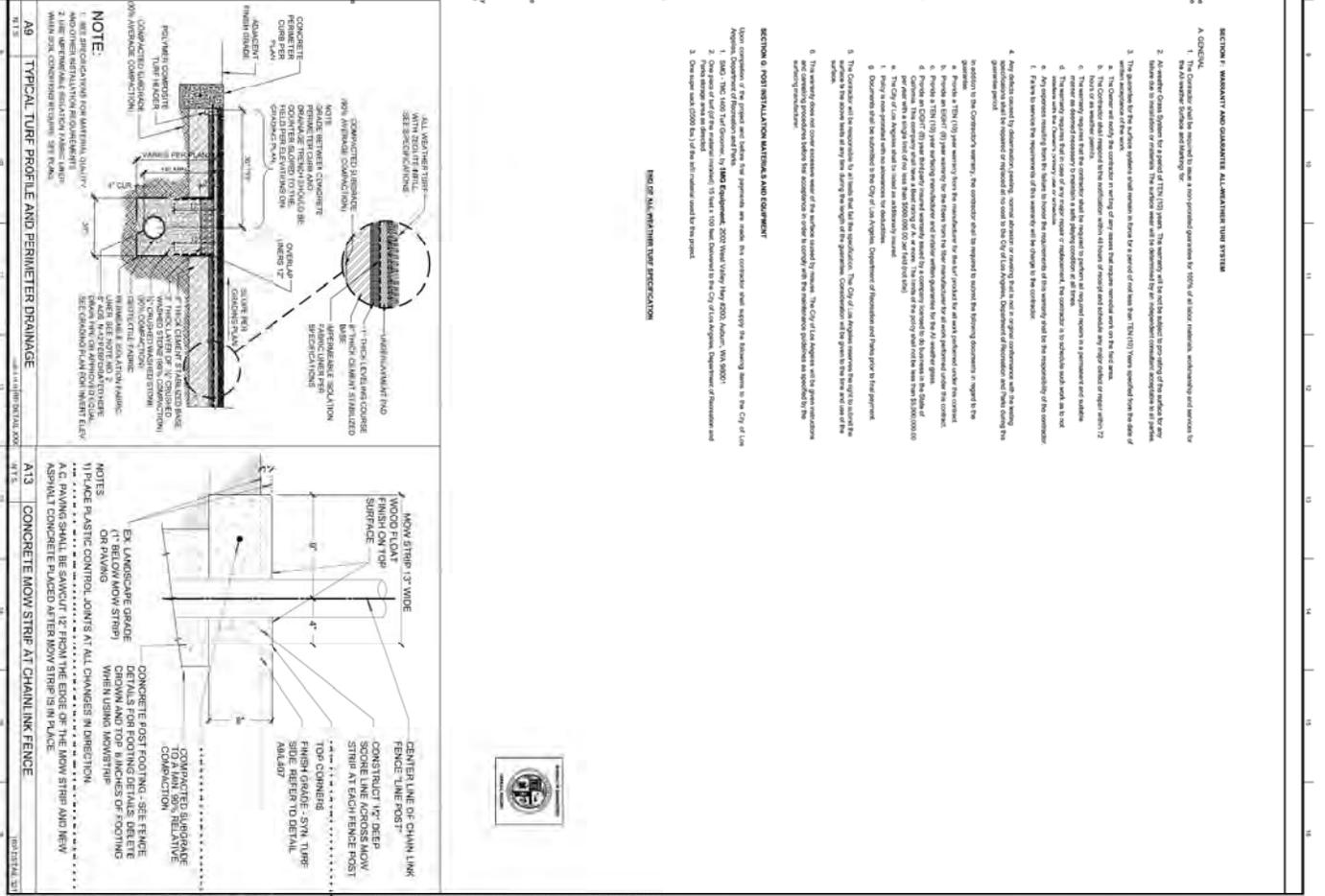
NOTE: SPECIFICATIONS ARE SUBJECT TO CHANGE. DATE: 7/11/12 DRAWN BY: A/S



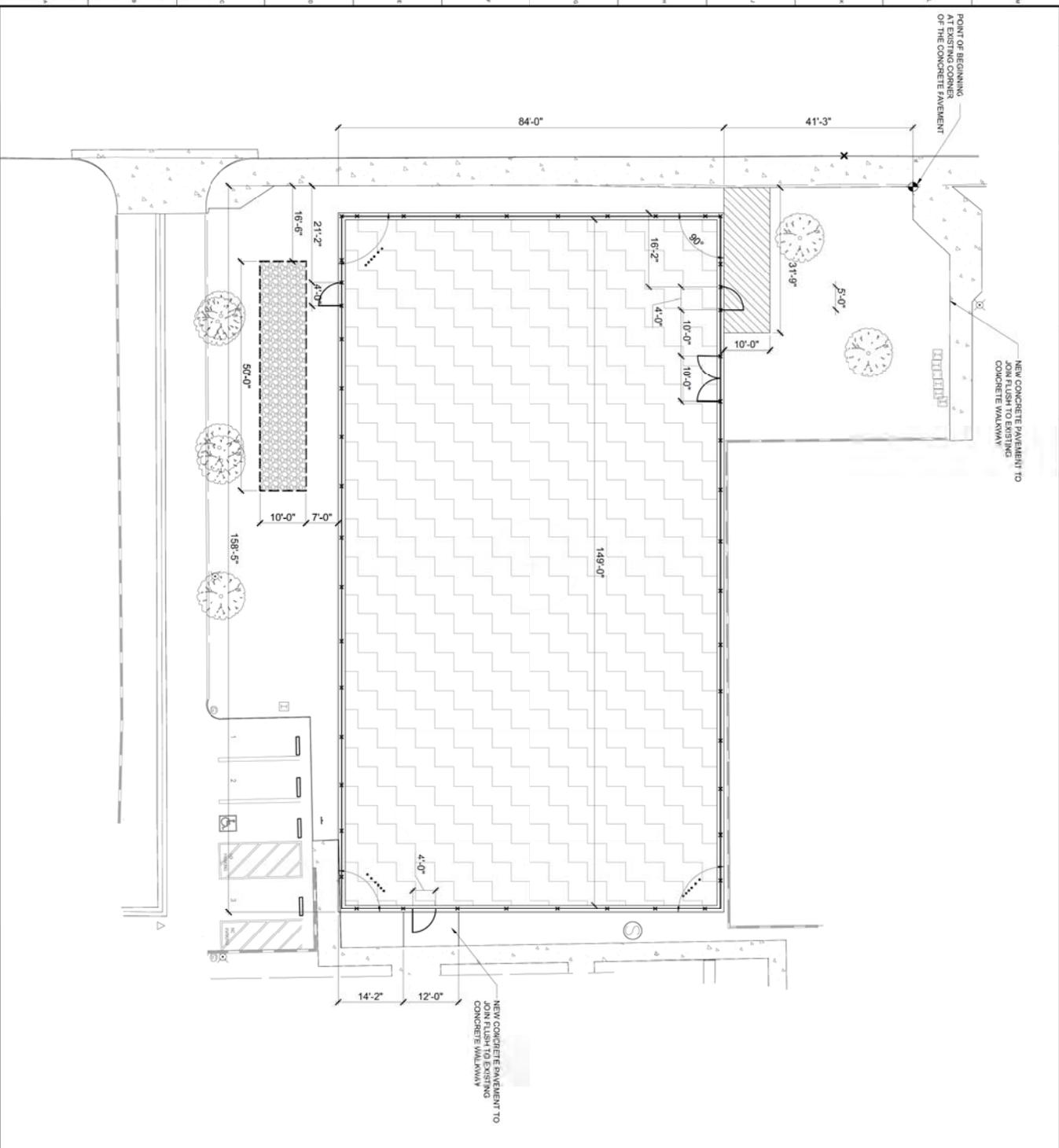




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<b>CITY OF LOS ANGELES</b> DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING		CLIENT: RECREATION AND PARKS GARY LEE MOORE, PE, ENV SP, CITY ENGINEER ARCHITECTURAL DIVISION DATE: 8-22-18
PROJECT TITLE: SYNTHETIC TURF DETAILS AND SPECIFICATION, SHEET 2 LOCATION: LORCH MILLER RECREATION CENTER 2711 HALLDALE AVENUE LOS ANGELES, CA 90018	ARCHITECT: JANE ACRAN DESIGNED BY: GUILLERMO BARRAGAN DRAWN BY: GUILLERMO BARRAGAN CHECKED BY: JANE ACRAN APPROVED BY: MANOHAR KARAMCHANDI, AIA, PRINCIPAL ARCHITECT	NO. REVISIONS: 0 INDEX NO.: RP 300091 BUILDING NO.: XXXX CITY OF LOS ANGELES



POINT OF BEGINNING AT EXISTING CORNER OF THE CONCRETE PAVEMENT

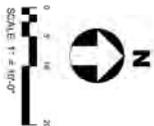
NEW CONCRETE PAVEMENT TO JOIN FLUSH TO EXISTING CONCRETE WALKWAY

NEW CONCRETE PAVEMENT TO JOIN FLUSH TO EXISTING CONCRETE WALKWAY

**LEGEND**

-  NEW SYNTHETIC TURF FIELD
-  EXISTING CONCRETE PATH TO REMAIN IN PLACE AND PROTECTED
-  NEW CONCRETE PATH
-  NEW 4' or TALL CHAIN LINK FENCE
-  POINT OF BEGINNING

- NOTES:**
1. PRIOR TO THE POURING OF MOW STRIPS, PAVING CURBS AND EXISTING CONTRACTOR SHALL CONTACT PROJECT ARCHITECT TO SECURE FINAL APPROVAL OF LAYOUT.
  2. REFER TO SHEET 1402 SYNTHETIC SOCCER FIELD STANDARD PLAN STRIPPING LAYOUT.



CLIENT: RECREATION AND PARKS INTERIM GENERAL MANAGER: MICHAEL # 28888	PROJECT: LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD PROJECT ADDRESS: 2717 HALDALLE AVENUE LOS ANGELES, CA 90018
--	---

<b>GARY LEE MOORE, PE, ENV SP.</b> CIVIL ENGINEER	DATE: 8/29/14
ARCHITECT: ARCHITECTURAL BIVULF	DESIGNED BY: GUILLEMO BARRAGAN
DRAWN BY: GUILLEMO BARRAGAN	CHECKED BY: JANE ADRIAN
APPROVED BY: MAHMOOD KARIMZADEH A.I.A., PRINCIPAL ARCHITECT	DATE: 8/22/14

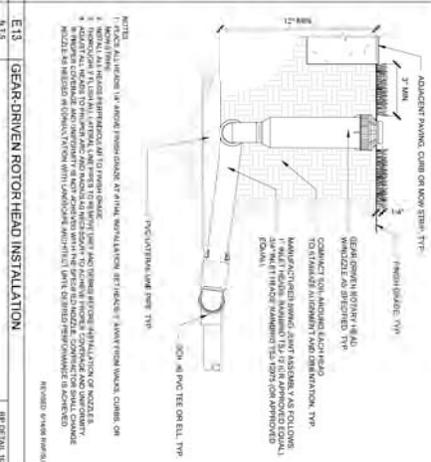
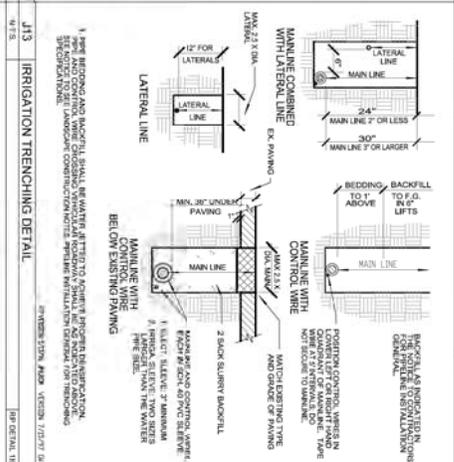
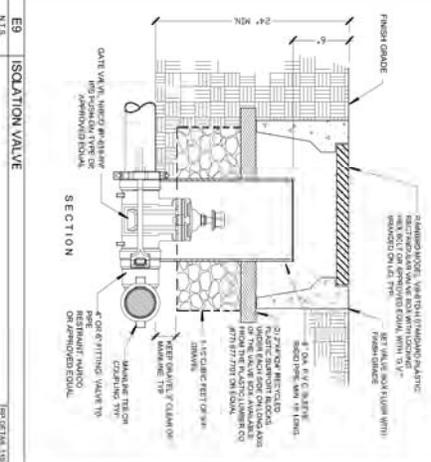
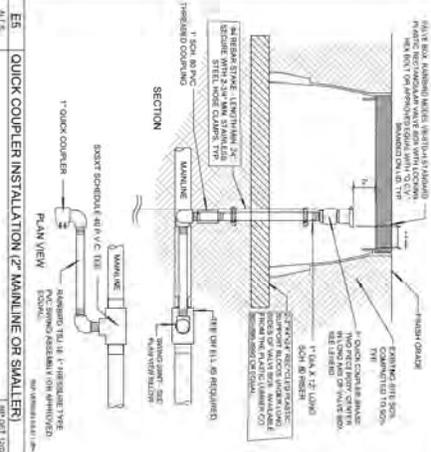
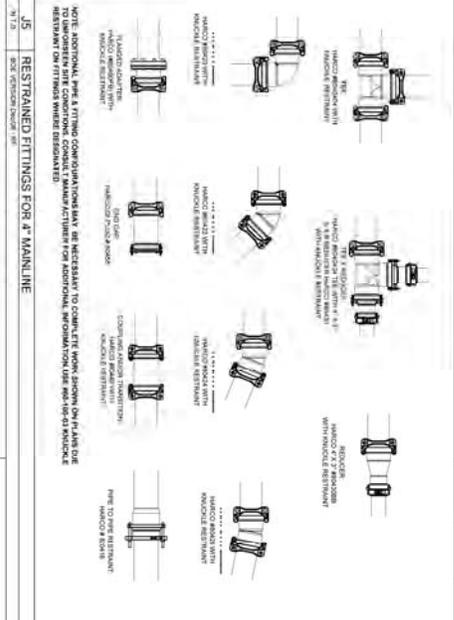
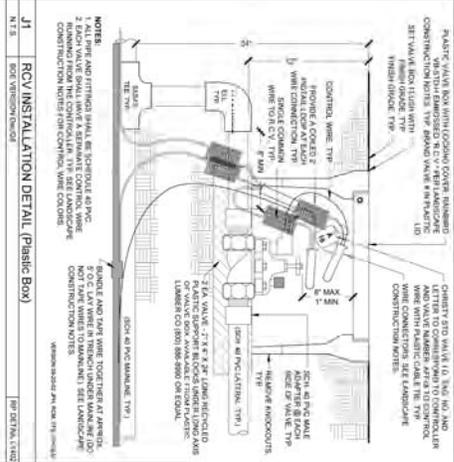


NO. REVISIONS	DATE BY
INDEX NO. RP 300091	BUILDING NO. XX/XX

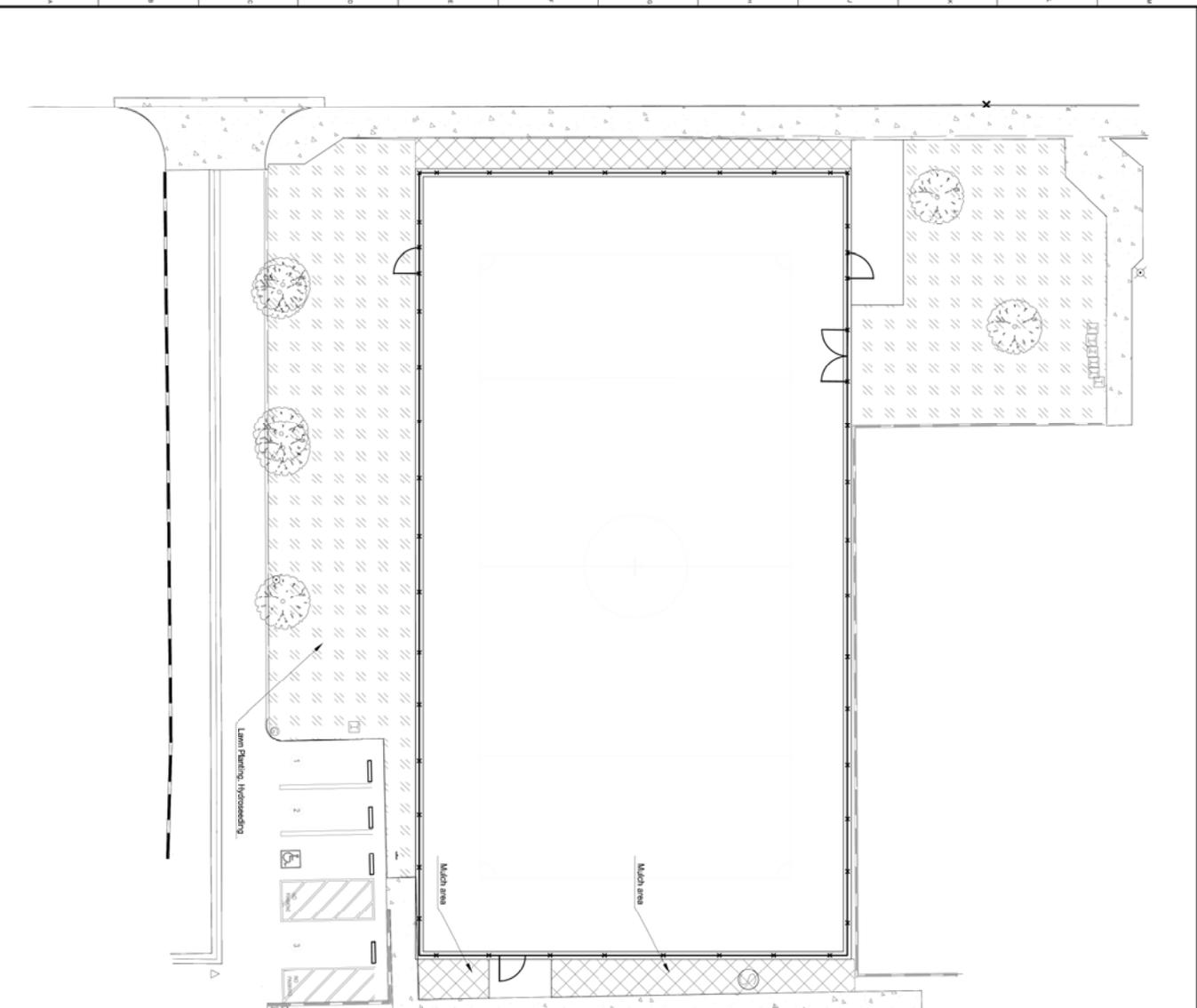


PROJECT NO. L501  
SHEET 21 OF 29





<b>CITY OF LOS ANGELES</b> DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING	
CLIENT: RECREATION AND PARKS INTERIM GENERAL MANAGER: MICHAEL A. SHELL PROJECT: LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD PROJECT ADDRESS: 2717 HALDIALE AVENUE LOS ANGELES, CA 90018	GARY LEE MOORE, PE, ENV SP. CITY ENGINEER ARCHITECT: JANE ADKINS DESIGNED BY: GULLEMLER BARRAGAN DRAWN BY: GULLEMLER BARRAGAN CHECKED BY: JANE ADKINS APPROVED BY: MAHMOUD KARMEZACHI A.I.A., PRINCIPAL ARCHITECT
SHEET TITLE: IRRIGATION DETAILS SHEET NO: L602 OF 41	DATE: 8-22-18 DATE: 8-22-18 DATE: 8-22-18 DATE: 8-22-18 DATE: 8-22-18
INDEX NO.: RP 300091	BUILDING NO.: XX/XX



PLANTING LEGEND					
SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	REMARKS
	LAWN HYDROSEEDING	RTE GRASS AND KRUTYGRASS	APPROX 5750 SF	HYDROSEEDING	REFER TO THE METHOD "LAWN PLANTING NOTES ON SHEET 1004"

**NOTES:**  
 ALL AREAS SHOWN ON PLAN AND ANY ADDITIONAL TYPE AREAS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL. REFER TO THE METHOD "FIELD LAYOUT AND CONSTRUCTION NOTES ON SHEET 1004"



CLIENT: RECREATION AND PARKS INTERIM GENERAL MANAGER: MICHAEL A. SHAL	PROJECT: LOREN MILLER RECREATION CENTER SYNTHETIC SOCCER FIELD PROJECT ADDRESS: 2717 HALDALE AVENUE LOS ANGELES, CA 90018
--	--

<b>GARY LEE MOORE, PE, ENV SP</b> CITY ENGINEER ARCHITECTURAL DIVISION	DATE: 8-22-18
ARCHITECT: JANE ADRIAN	DESIGNED BY: GUILBERTO BARRAGAN
DRAWN BY: GUILBERTO BARRAGAN	CHECKED BY: JANE ADRIAN
APPROVED BY: MARICOCO KARRIZHODI A.I.A. PRINCIPAL ARCHITECT	DATE: 8-22-18



NO. REVISIONS	DATE	BY
INDEX NO.	RP 300091	BUILDING NO. XX/XX





**GENERAL CONDITIONS**

**&**

**GENERAL REQUIREMENTS**

**FOR**

**CONSTRUCTION**

**OF**

**LOREN MILLER RECREATION CENTER**

**SYNTHETIC SOCCER FIELD**

2717 HALLDALE AVENUE  
LOS ANGELES, CA 90018



Revision Date: 8/15/2016



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**GENERAL**

**1. DEFINITIONS**

The following terms as used in the Contract shall be defined and interpreted as follows:

**ADDENDA**

Written documents issued during the bidding period which modify, supersede, or supplement the original Contract Documents.

**AGREEMENT**

See "CONTRACT."

**AS SHOWN, AS INDICATED, AND AS SPECIFIED**

These words are understood to be followed by the words "in the Contract Documents."

**BENEFICIAL USE**

Use of a building, system, structure, or facility by the CITY.

**BID**

The offer of the Bidder submitted on the prescribed forms setting forth the price(s) for the Work.

**BIDDING PERIOD**

The time period allocated to the Bidder to enable preparation of a Bid or Proposal.

**BIDDER**

The person or persons, partnership, firm or corporation submitting a Bid or proposal for the Work defined in the Contract Documents.

**BID GUARANTY**

The cash, certified check or Bidders Surety Bond accompanying the Bid as a guaranty that the Bidder will enter into a contract with the RECREATION AND PARK COMMISSION for the performance of the Work.

**BOARD OF RECREATION AND PARK COMMISSIONERS**

The Board of Recreation and Park Commissioners, of the City of Los Angeles.

**BOND**

Bid bond, performance and payment bond or other instrument of security.

**CHANGE ORDER**

A written order to the CONTRACTOR signed by the GENERAL MANAGER directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or time which is issued after the effective date of the Contract and effects less modification than is effected by a Supplemental Agreement. A Change Order may or may not also be signed by the CONTRACTOR.

**CITY**

The CITY of Los Angeles, a municipal corporation.

**CLAIM**

A written demand or assertion by one of the parties seeking, as a matter of right, an interpretation of the Contract Documents, payment of money, extension of time or other relief. The party asserting the claim must set forth the facts and circumstances for which the other party is responsible.

**CODE**

Codes of the State of California as well as any other Federal or local law, statute, ordinance, rule or regulation.

**CONTRACT**

A binding agreement between the CITY and the CONTRACTOR for the Work described in the Contract Documents.

**CONTRACT COMPLETION DATE**

The date the CITY accepts the entire Work as being in compliance with the Contract Documents, and authorizes the final payment in accordance with the requirements set forth in Article 25, FINAL PAYMENT of the General Requirements.

**CONTRACT DOCUMENTS**

The following documents constitute a part of and comprise the Contract Documents: Agreement, Notice Inviting Bids or Proposals, Instruction to Bidders, Contractor's Bid or Proposal, Special and Supplementary Conditions, General Requirements, Geotechnical Baseline Report (if provided for the in the General Requirements), Federal and State Requirements, Standard and Reference Specifications, Standard Plans, Plans and Specifications, Soil Reports and Subsurface Investigation Reports, Summary of First Notice Replies, Addenda and Notice to Bidders issued prior to the opening of bids, Plan Clarifications, Request for Information, Supplemental Agreements and Change Orders issued after Contract award.

**CONTRACTOR DEFAULT**

See TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) Article of these General Conditions.

**CONTRACT PRICE**

The total amount of money for which the Contract is awarded.

**CONTRACT UNIT PRICE**

The amount stated in the Bid for a single unit of an item of Work.

**CONTRACTOR**

The person or persons, partnership, firm or corporation who enters into the Contract as stipulated in the Agreement awarded by the CITY. Prime Contractor and Contractor shall mean the same.

**CONTRACTOR'S REPRESENTATIVE**

The representative of the CONTRACTOR at the site who shall supervise and direct the construction and who is authorized to receive and fulfill instructions from the PROJECT MANAGER or INSPECTOR.

**DAYS**

Unless otherwise specifically stated, the term "days" will be understood to mean consecutive calendar days.

**EASEMENT**

Permission to access or utilize property not owned by the CITY.

**EQUAL**

See "OR EQUAL".

**GENERAL CONDITIONS**

Instructions to the CONTRACTOR setting forth its responsibilities and the CITY'S responsibilities for proper execution of the Work indicated herein.

**GENERAL MANAGER**

GENERAL MANAGER of the Department of Recreation and Parks, or an authorized representative.

#### **GENERAL REQUIREMENTS**

Instructions to the CONTRACTOR setting forth its responsibilities and the CITY'S responsibilities for proper execution of the administration and technical aspects of the project indicated herein.

#### **GEOTECHNICAL DESIGN SUMMARY REPORT /GEOTECHNICAL BASELINE REPORT (GBR)**

The report that sets forth the geotechnical interpretations regarding anticipated conditions for the design and construction of the project. This report establishes a geotechnical baseline that provides the basis for identification of changed site/ground conditions.

#### **GEOTECHNICAL SITE ASSESSMENT**

SEE A GEOTECHNICAL DESIGN SUMMARY REPORT.@

#### **HOLIDAY**

Those holidays and dates observed by the CITY. A list of such holiday dates is available from the RECREATION AND PARK COMMISSION Office.

#### **IMMEDIATELY NOTIFY**

The obligation to cause verbal notification of some condition or event as soon as possible upon discovery or knowledge of the condition or event and in all instances, no more than two (2) hours.

#### **INSPECTOR**

The Inspector of Public Works, the Director of the Bureau of Contract Administration, or an authorized representative(s) located at the Public Works Building, 1149 S. Broadway, 3rd Floor, Los Angeles, CA, 90015.

#### **JOBSITE**

The area upon or in which the CONTRACTOR'S operations are carried on and such other areas adjacent thereto as may be designated as such by the Contract Documents.

#### **LAW**

Any Federal, State or local law, statute, ordinance, rule, regulation or code.

#### **LIQUIDATED DAMAGES**

The amount the CONTRACTOR shall pay to the CITY, as determined by rates and amounts as fixed and agreed in the Contract Documents, due to the CONTRACTOR'S failure to complete the Work or submit the schedule within the time specified, or for non-compliance with other specified requirements.

#### **MODIFICATIONS**

Includes Change Orders and Supplemental Agreements. A modification may only be issued after the effective date of the Contract.

#### **NON-CONFORMING WORK**

Non-conforming Work is Work which does not conform in all respects to all requirements in the Contract Documents, including damaged Work and damaged materials, without respect to the causes or nature of such lack of conformity.

#### **NOTICE OF AWARD**

The written notice by the CITY to the successful Bidder stating that upon compliance by the successful Bidder of required conditions, the City will execute the Contract.

**NOTICE TO BIDDERS**

A notice included in the bidding documents that informs prospective bidders of the bidding procedures and the opportunity to submit a bid.

**NOTICE TO CONTRACTOR**

The written notice by the CITY to the CONTRACTOR which officially advises on direction and provides information pertinent to the Contract.

**NOTICE TO PROCEED**

The written notice by the CITY to the successful Bidder stating that the Work or portions of the Work may commence.

**NOTICE TO WITHHOLD**

The written notice by the CITY to the CONTRACTOR advising that certain payments shall be withheld due to unacceptable execution of the Work by the CONTRACTOR.

**OR EQUAL**

The product, equipment, or material which is proposed by the CONTRACTOR for use in the Work which in the sole judgment of the PROJECT MANAGER is equal to, better than and as suitable as the product or material specified in the Contract Documents as to function, performance, reliability, quality, and general configuration.

**PARTIAL ACCEPTANCE**

Any portion of the Work which has been completed in accordance with the plans and specifications and has been accepted in writing by the PROJECT MANAGER and the INSPECTOR on the "Statement of Partial Completion" form.

**PLANS OR DRAWINGS**

The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, issued or approved by the PROJECT MANAGER, which show the location, character, dimensions or details of the Work.

**PROJECT**

The Work and/or construction operations executed through the performance of this Contract.

**PROJECT MANAGER**

The authorized representative of the GENERAL MANAGER.

**PROTEST**

See definition of Claim.

**REFERENCE SPECIFICATIONS**

Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, PROJECT MANAGER societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project, adopted by the RECREATION AND PARK COMMISSION, if applicable, unless specifically referred to by edition, volume, or date.

**RIGHTS OF ENTRY**

Written permission from an owner of a facility or property to access the facility or property for a specific purpose.

**RIGHT OF WAY**

Rights of way, easements, or rights of entry for the Work will be provided by the CITY. The CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required in addition to those provided by the CITY. The CONTRACTOR shall indemnify and hold the CITY harmless from all claims for damages caused by such actions.

**SPECIAL PROVISIONS**

Any provision which supplements or modifies the Specifications.

**SPECIFICATIONS**

The Contract Documents and revisions to it which were prepared to specifically describe the commercial, legal, technical and nontechnical requirements of the project. Specifications include but are not limited to Terms, Provisions, General Conditions, General Requirements, Special Provisions, Technical Specifications, Equipment Schedules, and all revisions made to the specifications in Addenda, Notice To Bidders, and Change Orders or Modifications, signed by the GENERAL MANAGER.

**STANDARD PLANS**

Details of standard structures, devices or instructions referred to on the plans or in the specifications by title or number issued by the CITY.

**STANDARD SPECIFICATIONS**

Documents, Materials and items specified in Article 5 of these General Conditions.

**STARTUP**

That stage of performance testing as defined in the specifications which use the actual process fluid, material, or medium for a specified number of days of continuous operation without major interruptions and prior to acceptance by the CITY.

**SUBCONTRACTOR**

A "Subcontractor" is a contractor who is licensed pursuant to California Business and Professions Code, Section 7000 *et seq.* and who contracts directly with the prime CONTRACTOR. The Subcontractor performs some part of the Work of the Contract. A Subcontractor does not have any direct contract with the CITY related to the project.

**SUB-SUBCONTRACTOR**

A "Sub-subcontractor" is a Subcontractor, within the definition of that term, who has a contract with a Subcontractor and has no Contract with the City related to the project.

**SUPERVISOR**

The designated individual who is responsible for the proper execution or installation of some portion or portions of the Work. The SUPERVISOR reports directly or indirectly to the CONTRACTOR'S REPRESENTATIVE.

**SUPPLEMENTAL AGREEMENT**

A written amendment of the Contract Documents which modifies the Contract in price or scope by a percentage which is more than can be accomplished by a Change Order and signed by the CITY and the CONTRACTOR.

**SUPPLIER**

An individual, organization, or firm who is not required for the purposes of the Work to be licensed pursuant to California Business and Professions Code as a CONTRACTOR, Subcontractor, or Sub-subcontractor,

within the meanings of those terms as defined herein above, who provides equipment and/or materials for the Work, to the CONTRACTOR, a Subcontractor, or a Sub-subcontractor, including that fabricated to a special design, but who does not perform labor at the site except for labor or labor supervision required by some manufacturers as part of their equipment installation for warranty or other purposes. The term "supplier" also includes fabricator, manufacturer, or vendor.

#### **SURETY**

Any individual, firm or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

#### **TERMS**

Unless otherwise stated, the words "directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory," or words of like meaning, refer to actions, statements, judgments, conclusions, and decisions within the responsibility of the PROJECT MANAGER or the INSPECTOR.

#### **UNAVOIDABLE DELAY**

Delay arising from causes beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors at all tiers.

#### **UTILITY**

Tracks, overhead or underground wires, cables, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way, private easement, or jobsite.

#### **WORK**

Includes all material, labor, utility services, tools, expendable equipment, and all appliances, machinery, transportation, appurtenances and specified services necessary to perform and complete the Contract; and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in place."

#### **WORKSITE**

See "JOBSITE."

#### **WORKDAY**

Any day within the period between the start of the Contract time and the date provided in the Contract for completion or the date established in the Statement of Completion by the CITY acknowledging that all Work under the contract is complete, whichever occurs last, other than:

- Saturday,
- Sunday,
- any day designated as a holiday by the CITY, and,
- any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a Contractor's Association,
- any day the CONTRACTOR is prevented from working for cause as established by UNAVOIDABLE DELAY of these General Conditions; and,

- any day the Contractor is prevented from working during the first five (5) hours of the workday with at least sixty percent (60%) of the normal Work force from cause as established by an Unavoidable Delays of these General Conditions.

## CONTRACT DOCUMENTS

### 2. SCOPE

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, and for furnishing all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof, and including such detail sketches as may be furnished by the PROJECT MANAGER from time to time during the construction in explanation of said drawings. The items shall be complete and all Work, material, and services not expressly called for in the Specifications, or not shown on the drawings, which may be necessary for complete and proper construction to carry out the Contract in good faith shall be performed, furnished, and installed by the CONTRACTOR at no increase in cost to the CITY.
- B. The Work required by the Contract shall be completed within **Two Hundred and Ten (215)** calendar days of the date specified by the General Manager in the notice to proceed with the work. The Contract completion time shall consist of **one hundred and Eighty (180)** calendar days for construction, and **Thirty Five (35)** calendar days for plant establishment and maintenance.

### 3. AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER, AND INSPECTOR

The GENERAL MANAGER, RECREATION AND PARKS has the final authority in all matters affecting the Work. The CONTRACTOR shall promptly comply with instructions from the PROJECT MANAGER or the INSPECTOR.

On all questions relating to quantities, the acceptability of material, equipment, or Work, the execution, progress or sequence of Work, and the meaning of specifications or drawings, the decision of the PROJECT MANAGER is final and binding, and shall be precedent to any payment under the Contract, unless otherwise ordered by the BOARD OF RECREATION AND PARKS:

The PROJECT MANAGER is authorized to require performance of the Work consistent with the meaning of the plans and specifications and to approve necessary additive changes in Plans up to a maximum as authorized by the Recreation and Park Commission. The PROJECT MANAGER may initiate changes in Plans or scope of Work, regardless of cost, for submission to the RECREATION AND PARK COMMISSION for its approval.

The INSPECTOR is authorized to enforce compliance with Plans and Specifications, to determine the acceptability of materials and workmanship, administer requirements with respect to subcontracts, and to prepare and process progress payment estimates. In the event of a dispute between the CONTRACTOR and the INSPECTOR, the latter is authorized to reject materials or suspend the Work until any questions at issue can be referred to and decided by the RECREATION AND PARK COMMISSION or, in design matters, by the PROJECT MANAGER.

The INSPECTOR may sample and test all materials to be incorporated into the Work. The INSPECTOR may delegate this authority to sample materials and perform tests to the Department of General Services, Standards Division, or other approved agencies, the CONTRACTOR will pay for testing.

### 4. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Documents is to include all Work consistent therewith and reasonably inferable therefrom as being necessary for completion of the Contract. Materials or Work described in words that indicate the proper execution and a well known technical or trade designation shall be held to refer to such recognized standards.

It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any contractual relationship of any kind between the PROJECT MANAGER or the INSPECTOR and the CONTRACTOR.

## 5. STANDARD SPECIFICATIONS

The applicable portions of the Standard Specifications for Public Works Construction (SSPWC) shall become part of these Contract Documents, and unless otherwise specified, all Work and materials shall conform to the Standard Specifications as modified by the corresponding issue of Standard Plan No. S-610 as amended or revised and adopted by the RECREATION AND PARK COMMISSION in effect on the date of advertising for bids.

## 6. INTERPRETATION OF PLANS AND SPECIFICATIONS

Every part of the Contract, as shown on the Plans and described in the Specifications, must be completed and finished. No deviations are to be made from the Plans or Specifications without previous written authorization from the PROJECT MANAGER.

In general, the Plans will show dimensions, positions and type of construction, and the Specifications will define materials, quantities, and if indicated, required methods of construction. Any Work called for on the Plans and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked, or specified.

The Plans have been drawn to the indicated scales except where otherwise noted. Dimensions indicated by figures or numerals shall govern in all cases whether drawn to scale or not. Larger scale drawings shall take precedence over smaller scale drawings. Drawings shall not be scaled for dimensions.

The general character of the detailed Work is shown on the Contract drawings, but minor modifications may be made in larger scale drawings. The PROJECT MANAGER will furnish additional details, when needed, to more fully explain the Work, and the same shall be considered part of the Contract.

Where on any drawings, a portion of the Work is drawn out or detailed and the remainder is indicated in outline, the drawn out or detailed parts shall apply also to all other like portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the Work, unless otherwise indicated.

References made to other specifications and codes refer to the edition including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date as noted in the Contract Documents.

The CONTRACTOR shall furnish and install all equipment and materials required to complete installations whether or not the quantities are specifically shown, called out, or reflected in the Contract Drawings.

## 7. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, the highest precedence shall be given to Permits from the other agencies as may be required by law and decreasing order as follows:

1. Permits from other agencies as may be required by law
2. Agreement
3. Special Provisions
4. General Conditions
5. Specifications - Division 01: General Requirements
6. Specifications - Divisions 02 - 17
7. Geotechnical Site Assessment
8. Drawings
9. Standard Plans
10. Standard Specifications

11. Reference Specifications

12. Reference Drawings

Supplemental Agreements, Change Orders, PROJECT MANAGER'S written interpretations and clarifications, Notice to Bidders and Addenda, in the precedence listed, will take precedence over all other Contract Document components referenced therein. Figure dimensions on Drawings will take precedence over scaled dimensions.

Detailed Drawings, including Process and Instrumentation Drawings (P & ID's), will take precedence over general Drawings.

## **8. ACCURACY OF PLANS AND SPECIFICATIONS**

Omissions from the Plans and Specifications shall not relieve the CONTRACTOR from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications. If the CONTRACTOR is of the opinion that it will incur costs above and beyond what would reasonably be anticipated in meeting the above requirements, it shall inform the PROJECT MANAGER in writing within twenty (20) calendar days after discovering the omission and before starting the Work.

The Plans show conditions as they are supposed or believed by the PROJECT MANAGER to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed 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, except as indicated in Article 53, Differing Site Conditions of these General Conditions.

## **9. EXAMINATION OF COVERED WORK**

If any Work is covered without inspection, approval or consent of the INSPECTOR, and examination is required by the INSPECTOR, it shall be uncovered at the CONTRACTOR'S sole expense.

Examination of covered Work may be ordered by the PROJECT MANAGER and if so ordered, the Work shall be uncovered by the CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, the CITY will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the CONTRACTOR shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the CONTRACTOR.

## **10. UNNOTICED DEFECTS**

Any non-conformity in the Work that is discovered before Contract Completion, or before final payment has been made, or during the guarantee period, shall be removed and replaced by the CONTRACTOR with Work which conforms to the provisions of the Contract Documents. Failure on the part of the PROJECT MANAGER or the INSPECTOR to condemn or reject non-conforming Work shall not constitute acceptance or implied acceptance of such Work.

## **11. BUILDING CODES AND REGULATIONS**

The CONTRACTOR shall perform the Work in accordance with the requirements of the Los Angeles City Building Code and all other regulations, laws, and ordinances, even though such requirements are not specifically mentioned in the Specifications or shown on the drawings.

It is not the responsibility of the CONTRACTOR to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the CONTRACTOR observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the PROJECT MANAGER in writing, and any necessary changes shall be accomplished by issuance of a Change Order.

If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the PROJECT MANAGER, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

**12. LENGTH OF WORKDAY AND WORK WEEK**

Eight (8) hours of labor shall constitute a calendar day's work for employees of the CONTRACTOR under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

A working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the PROJECT MANAGER or the RECREATION AND PARK COMMISSION or revised by CITY Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as provided in the California Code and the CITY's code requirements.

**13. PAYMENT OF EMPLOYEES**

The CONTRACTOR and each Subcontractor shall pay each employee engaged in Work on the project under this Contract in compliance with the Federal and State wage provisions indicated on the appropriate page of the Proposal (General Instruction and Information for Bidders), and LENGTH OF WORKDAY AND WORK WEEK of these General Conditions.

The certified payroll and the Statement of Compliance shall be submitted to the INSPECTOR by the CONTRACTOR and all Subcontractors performing Work on the project, regardless of dollar amount or type of contract.

If there is a difference between the Federal and State minimum wage rates for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate.

When the CONTRACTOR intends to use a craft or classification not shown on the general prevailing wage determinations, it will be required to pay the wage rate of that craft or classification most closely related to it as shown in the general prevailing wage determinations. In case of disagreement between the CONTRACTOR and the CITY, the INSPECTOR shall make the final determination as to the prevailing wages for the Work.

**14. CONVICT-MADE MATERIALS**

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

**15. SALES; BUSINESS OR USE TAX**

Purchases of materials and equipment which will be incorporated or installed permanently in the Contract Work, or which will be used in the operation of the CONTRACTOR or Subcontractors, and not incorporated in the Contract Work, are not exempt from City of Los Angeles and California State Sales or Use Taxes as applicable. The CITY shall consider any required business taxes to be included in the overhead costs of the CONTRACTOR.

**16. NONDISCRIMINATION IN EMPLOYMENT**

The CONTRACTOR shall comply with all of the provisions of the Los Angeles Administrative Code, Mandatory Provision Pertaining to Nondiscrimination in Employment.

The CONTRACTOR shall submit Monthly Ethnic Composition of Work Force Reports to the INSPECTOR indicating the number of employees in the various work categories and ethnic groups and gender on forms furnished by the CITY. Failure to furnish the reports shall constitute grounds for the CITY to withhold the progress payment.

Nondiscrimination Clause: "The CONTRACTOR shall not discriminate during the performance of this Contract against any employee or applicant for employment because of employee's or applicant's race, religion, national

origin, ancestry, sex, age, sexual orientation or physical handicap." The CONTRACTOR shall include in all subcontracts awarded under this Contract the same Nondiscrimination Clause.

If conflicts exist between these provisions and the Federal Rules and Regulations governing the same, the more stringent requirements shall prevail.

#### **17. APPRENTICE UTILIZATION**

Any Contract awarded hereunder will require the CONTRACTOR to comply with the provisions of the California Labor Code relating to apprentice employment and training; and will require the CONTRACTOR to assume full responsibility for compliance with said section with respect to all Apprenticing Occupations involved in the Project. (Compliance with said Apprentice Utilization provisions of the Labor Code is not required for Public Works Contracts involving less than \$30,000 or less than twenty (20) Working days in duration).

#### **18. LAWS AND REGULATIONS**

The CONTRACTOR shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the PROJECT MANAGER. The CONTRACTOR shall indemnify and save harmless the CITY, and its officers, agents, and employees, against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by itself or by its employees or subcontractors as stated in these Contract Documents. Any particular law or regulation specified or referred to elsewhere in these specifications shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of Federal, State, and local laws and regulations.

#### **19. PERMITS AND CONSTRUCTION EASEMENTS**

The CONTRACTOR shall anticipate, obtain and pay for all permits, excluding the General Building Permit, necessary for performance of the Work.

The CONTRACTOR shall obtain and pay all costs incurred and submit to the PROJECT MANAGER copies of all permits required for the construction and installation of all Work called for on this project. All costs shall be included in the CONTRACTOR'S bid. The permit list to be obtained by the CONTRACTOR shall include, but not be limited to the following:

1. Night Work, hauling, overload, grading, excavation, demolition, foundation, and associated building permits.
2. Electrical permits.
3. Mechanical permits.
4. Plumbing permits.
5. South Coast Air Quality Management District permits.
6. Fire sprinkler permit.
7. All Federal, State, County and CITY issued permits.

Rights of ways, easements, or rights of entry for the Work will be provided by the CITY. The CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of Work areas and facilities temporarily required which are necessary in addition to those provided by the CITY. The CONTRACTOR shall indemnify and hold the CITY harmless for all claims for damages caused by such actions.

#### **20. PARTIES EXCLUDED FROM THE WORK**

Lists of individuals, firms and organizations which have been debarred, suspended or have voluntarily excluded themselves from Federal Procurement and Non Procurement Program is maintained by US General Services

Administration. A copy can be obtained from Superintendent of Documents, US Government Printing Office, Washington, DC 20402, Tel: (202) 783-3238.

The CITY will not conduct business with an individual, firm or organization, and the CONTRACTOR shall not employ or otherwise utilize any Subcontractor, supplier or equipment vendor at any tier which is on the U.S. General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs". The CONTRACTOR shall not utilize or otherwise employ any subcontractors or suppliers on the CITY's list of nonresponsible bidders maintained by the General Services Division of the Bureau of Contract Administration.

## **21. BUSINESS TAX REGISTRATION CERTIFICATES**

The CONTRACTOR represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) required by the Los Angeles City Business Tax Ordinance. The CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not cause or allow any such Certificate to be revoked or suspended.

The CITY requires all firms that have business activity within the City of Los Angeles to pay CITY business taxes.

Payments for goods or services will be withheld unless proof of tax compliance is provided to the CITY. All firms and individuals that do business with the CITY will be required to provide a Business Tax Registration Certificate number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services.

The Tax and Permit Division of the City Clerk's Office has the sole authority to determine whether a firm is covered by business tax requirements.

## **22. FINANCIAL LIABILITY**

The CITY's liability under this Contract shall not exceed the CITY's appropriation to fund the Contract at the time of Contract award. However, if the CITY shall appropriate funds for any successive years, the CITY'S maximum liability shall not exceed the extent of such appropriation, subject to the terms and conditions of this Contract.

## **THE CONTRACTOR'S RESPONSIBILITIES**

### **23. CONTRACTOR'S OBLIGATIONS**

Only competent workers shall be employed on the Work. Any worker, at the journey level or above, employed on the Work shall have a current license or certificate as required for the type of Work being performed, issued by the Department of Building and Safety of the City of Los Angeles and any such other organization as required.

Any person or subcontractor employed who is found by the PROJECT MANAGER AND/OR INSPECTOR to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the CONTRACTOR and not be reemployed on the Work.

The CONTRACTOR, at its sole cost and expense, shall perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the Work required, in the manner and within the time stipulated in these specifications. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and such temporary works as may be required. If, at any time before the commencement or during the progress of the Work or any part of it, the CONTRACTOR'S methods or appliances appear to the PROJECT MANAGER or the INSPECTOR to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the PROJECT MANAGER or the INSPECTOR may order the CONTRACTOR to increase their safety and efficiency or to improve their character, and the CONTRACTOR shall comply with such orders at its own expense. Neither the making of such demands by the PROJECT MANAGER nor the failure to make such demands shall relieve the CONTRACTOR of its obligation to secure the safe conduct of the Work, the quality of Work required, nor the rate of progress stipulated in the Contract. The CONTRACTOR shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may

result from their failure or their improper construction, maintenance, or operation. All of the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the PROJECT MANAGER or the INSPECTOR as given from time to time during the progress of the Work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The CONTRACTOR shall complete the entire Work to the satisfaction of the PROJECT MANAGER and INSPECTOR and in accordance with the Specifications and drawings herein mentioned, at the prices fixed in the Contract.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the CONTRACTOR shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the CONTRACTOR fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the PROJECT MANAGER may require an increase in progress at any point or points or a modification of plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the CITY to terminate the Contract.

#### **24. CONTRACTOR'S REPRESENTATIVE AT THE SITE**

A technically qualified and English-speaking project representative shall be designated in writing as the CONTRACTOR'S representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion. The CONTRACTOR'S project representative shall be assigned full time and exclusively to this project. Alternate representatives with qualifications equal to or better than the previous representative may be designated. The CONTRACTOR'S representatives shall have at least five (5) years of verifiable experience as the person primarily responsible for supervision of the Work on projects of the same or similar size and nature as this project. Within five (5) days after the Notice of Award the CONTRACTOR shall provide a statement to the PROJECT MANAGER with the following:

1. Identification and resume, showing the qualifications and experience of the CONTRACTOR'S representative and the alternate appointed to act in the place of the CONTRACTOR'S representative.
2. References of not less than two (2) previous projects on which the CONTRACTOR'S representative and the alternate had supervisory responsibility on a project of a similar nature and at least one-half or more of the cost of this project. Such references shall include names, addresses, and telephone numbers of owner representatives who worked on the project as well as project information such as project type, size, location and duration.

The PROJECT MANAGER reserves the right to disapprove any candidate named as the CONTRACTOR'S representative or alternate who fails to meet the provisions set forth herein. The PROJECT MANAGER reserve the right to remove, without any right to work on the project, either the CONTRACTOR'S representative or alternate, who in the sole opinion of the PROJECT MANAGER has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the CONTRACTOR'S representative or alternate leave the employ of the CONTRACTOR, the CONTRACTOR will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

The CONTRACTOR'S representative or alternate shall have full authority to act on behalf of the CONTRACTOR, including, but not limited to final approval of Change Orders and Supplemental Agreements. All directions given by the PROJECT MANAGER to said representative or alternate shall be considered as having been given to the CONTRACTOR. Such instructions given by the PROJECT MANAGER to the CONTRACTOR'S representative or alternate will be confirmed in writing. All instructions and directions given by the PROJECT MANAGER or the INSPECTOR will be limited to matters properly falling within the PROJECT MANAGER'S or the INSPECTOR'S authority as specified in AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER AND INSPECTOR of these General Conditions.

The CONTRACTOR'S representative or alternate shall be present at the site of the Work at all times while Work under the Contract is in progress. Failure to observe this requirement shall constitute suspension of the Work by

the CONTRACTOR, until such time as said representative or alternate is again present at the site, and no payment will be allowed for any Work performed in the absence of said representative or alternate. Work performed in violation of these provisions shall be removed and reconstructed, re-fabricated, or reinstalled under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the CONTRACTOR for slowdown, delays, idled equipment, or any other costs incurred by the CONTRACTOR as the direct or indirect result of such suspension.

Whenever the Work is defined as being suspended under the provisions of this Article, any such suspension in excess of ten (10) calendar days shall constitute just cause for the CITY to terminate the Contract under the provisions of TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) of these General Conditions.

## **25. FAMILIARITY WITH PLANS AND SPECIFICATIONS**

It shall be the responsibility of the CONTRACTOR to be thoroughly familiar with all details of the Project, including the Work of CONTRACTOR'S forces and all Subcontractors. The CONTRACTOR shall call the following to the attention of both the PROJECT MANAGER and the INSPECTOR in writing within twenty-four (24) hours of discovery, before any Work is performed:

1. Errors and omissions in the Plans and Specifications;
2. Work on the Plans or in the Specifications which, if so constructed, would result in a conflict or interference with other Work or the Work of other trades, including the location of fixtures and equipment;
3. Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the CONTRACTOR of any claim for delay or other damages occasioned by such defect. If the CONTRACTOR proceeds with the Work without instructions from the PROJECT MANAGER, the incorrect Work shall be removed and corrections made to comply with the PROJECT MANAGER'S instructions, at no cost to the CITY. The requirements of this Article are applicable to typographical errors in the Specifications and notational errors on the Plans where ambiguity or inadequate description exists.

## **26. JOB CONDITIONS**

The CONTRACTOR shall visit the job site as soon as practicable after award of the Contract and ascertain all conditions affecting necessary procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. The CONTRACTOR shall determine the nature and types of Work to be performed and shall be responsible for all Work to be accomplished.

The CONTRACTOR shall enter the job site as noted in Article 4, SITE SECURITY of the General Requirements. The CONTRACTOR will be restricted to the immediate Work areas on the job site and shall in no case go beyond the Work limits noted on the drawings or as otherwise directed by the PROJECT MANAGER. The job site shall be enclosed with a temporary chain link fence and gates which shall be removed upon completion of the Work. The CONTRACTOR shall confine all operations of the contracted Work to the boundaries of the job site(s) and shall not interfere with CITY personnel and CITY operations or the Work of other contractors working on or near the site.

CONTRACTOR'S employee access to the job site by private vehicles is prohibited.

No vehicle is allowed in the facility or on the job site except delivery trucks and CONTRACTOR'S identified vehicles and equipment. It shall be the CONTRACTOR'S sole responsibility to arrange and pay for offsite employee parking and transportation, if necessary, so as not to affect the availability of public parking on the grounds of the facility or park site. The CONTRACTOR shall fully cooperate with all authorities on the job site and other contractors not related to the Work of this Contract who might be at the job site and shall comply with all regulations in force at the job site.

## **27. RESPONSIBILITY FOR SITE**

The CONTRACTOR shall be in full charge of and be responsible for the job site and the construction Work of this Contract, subject to the directions of the PROJECT MANAGER or the INSPECTOR. Article 33, INTERFACE/COORDINATION REQUIREMENTS of the General Requirements describes interfaces with other contractors working on the job site. No other operations of any nature shall be performed except as specifically authorized in the Contract Documents or as authorized by the PROJECT MANAGER.

The CONTRACTOR shall exercise care not to damage improvements and adjacent land. The CONTRACTOR shall correct any damage caused within seventy-two (72) hours by restoring the land and improvements damaged to their original condition and shall indemnify and hold the CITY harmless for any such damage as specified in INDEMNIFICATION of these General Conditions.

**28. WORKMANSHIP AND MATERIALS**

All materials, parts and equipment furnished by the CONTRACTOR for the Work shall be new, high grade and free from defects. Materials and Work quality shall be subject to the INSPECTOR'S approval.

**29. INJURY AND ILLNESS PREVENTION - SAFETY MEASURES**

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all applicable laws, building and construction codes, safety and health regulations of the California Code of Regulations, and with applicable CITY Safety Policies.

If a Work procedure or condition exists that is a violation of said safety standards, the PROJECT MANAGER or INSPECTOR may order the CONTRACTOR to comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to act promptly, the PROJECT MANAGER or INSPECTOR is authorized to suspend the Work. Failure of the PROJECT MANAGER or the INSPECTOR to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the Work.

In the event of an emergency constituting an immediate hazard to the health or safety of the public or CITY employees, property, or licensee, the CITY may undertake, at the CONTRACTOR'S sole expense, without prior notice, all Work necessary to correct such hazardous conditions when it was caused by Work of the CONTRACTOR not being in accordance with the requirements of this Contract.

First aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the Work. The CONTRACTOR shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the CONTRACTOR and its Subcontractors shall be provided with, and required to use, personal protective and life saving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

**30. PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS**

The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey monuments or reference points without authorization from the PROJECT MANAGER. No pavement breaking or excavation shall be started until all survey monuments or other reference points that will be disturbed by the construction operations have been properly referenced by the PROJECT MANAGER. It shall be the CONTRACTOR'S responsibility to notify the PROJECT MANAGER and the INSPECTOR of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey monuments or reference points disturbed, without authorization by the PROJECT MANAGER, shall be accurately restored by the CITY at the CONTRACTOR'S sole expense after all street or roadway resurfacing has been completed.

All paved areas including asphaltic concrete beams cut or damaged as a result of construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.

In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

Where sidewalks have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks, properly protected, promptly after backfilling and shall maintain them in satisfactory condition until the final restoration thereof has been made.

All utilities encountered along the line of the Work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the PROJECT MANAGER are made. Utilities shall include, but not be limited to, all above or below-ground conduit, pipes, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, process, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, cable, TV, and lighting systems, whether or not owned by the CITY.

The CONTRACTOR shall protect all existing utilities and improvements not designated for removal. Necessary potholing shall be accomplished at the CONTRACTOR'S expense. The CONTRACTOR shall determine the exact locations and depths of all utilities indicated on the drawings. The CONTRACTOR shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR'S Work. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the CONTRACTOR shall so notify the INSPECTOR and the PROJECT MANAGER. The CONTRACTOR should not rely upon plan designation of location of underground utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the utility. No costs shall be allowed for such Work except those included in the CONTRACTOR'S proposal.

Prior to any excavation in the vicinity of any existing underground facilities, the CONTRACTOR shall notify the INSPECTOR and the PROJECT MANAGER, and the respective authorities representing the owners or agencies responsible for such facilities, not less than three (3) working days, nor more than five (5) working days, of their intention to begin excavation. The CONTRACTOR shall make arrangements for and provide access such that a representative of said owners or agencies may be present during such Work.

Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, the CONTRACTOR shall at its own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement to a place and in a manner as directed by the PROJECT MANAGER, and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. When utilities that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the PROJECT MANAGER not less than fifteen (15) days in advance for necessary measures to be taken to prevent interruption of service.

The CONTRACTOR shall notify the PROJECT MANAGER thirty (30) calendar days in advance of any proposed connection, and shall notify the PROJECT MANAGER and the INSPECTOR twenty-four (24) hours prior to the actual connection, to any existing utility.

Any utility or improvement which is damaged by the CONTRACTOR shall be immediately repaired at the CONTRACTOR'S expense, to a condition equal to, or better than, the condition it was in prior to such damage or temporary relocation. If the CONTRACTOR fails or refuses to promptly repair the utility or improvement, the CITY may perform the necessary Work at the CONTRACTOR'S expense and no time extension shall be allowed to the CONTRACTOR. The CONTRACTOR is not relieved of provisions of this Article even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling.

All repairs to a damaged improvement shall be inspected and approved by the INSPECTOR and an authorized representative of the improvement owner before being concealed by backfill or other Work. In case of damage, which in the opinion of the PROJECT MANAGER or the INSPECTOR, threatens the safety of persons or property, the CONTRACTOR shall immediately make all repairs necessary for removal of the hazard. Should the CONTRACTOR fail to promptly take all necessary action, the CITY has the option to remove any hazard resulting from damages caused by the CONTRACTOR at the CONTRACTOR'S expense without waiving any other rights the CITY may have, and no time extension will be allowed to the CONTRACTOR.

In the event that the CONTRACTOR damages any existing utilities that are not shown on the drawings or the locations of which are not made known to the CONTRACTOR prior to excavation, the CONTRACTOR shall immediately notify the INSPECTOR and take all measures necessary to prevent further damage. The CONTRACTOR shall then immediately make a written report to the PROJECT MANAGER and shall make repairs as directed by the PROJECT MANAGER. Payment for this extra Work will be made pursuant to the provisions contained in Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements.

Notwithstanding that an existing utility or substructure is not shown on the original Plans and Specifications, if the existence and location thereof was made known to the CONTRACTOR prior to excavation, the utility or substructure constitutes an existing known condition, and the CONTRACTOR is responsible for protecting the utility or substructure.

Damage to a utility known to the CONTRACTOR shall be repaired at the CONTRACTOR'S expense.

### **31. NON-CONFORMING WORK**

Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the CONTRACTOR, at the sole expense of the CONTRACTOR.

If the CONTRACTOR fails to remove, replace or correct any non-conforming Work or materials within seventy two (72) hours of discovery, the PROJECT MANAGER may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the CONTRACTOR and all such cost shall be deducted from any amounts that are due or may become due to the CONTRACTOR.

Failure of the INSPECTOR or the PROJECT MANAGER to notify the CONTRACTOR of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The CONTRACTOR'S obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in Article 16, GUARANTY-WARRANTY of the General Requirements. The CITY reserves and retains all rights and remedies at law against the CONTRACTOR and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

The Contract Documents may be modified for the purpose of allowing non-conforming Work to become acceptable in lieu of the CONTRACTOR'S obligation to remove and replace all such non-conforming Work. Such modification shall be effective only upon the written agreement of the CONTRACTOR and the PROJECT MANAGER. Such written agreement shall be issued as a Change Order, which shall include all of the following provisions.

1. A statement that the Work as constructed is non-conforming Work.
2. The specifications by which the non-conforming Work will be made to conform to the requirements of the Contract Documents.
3. A statement that all modifications to the non-conforming Work shall be at the sole expense of the CONTRACTOR.
4. A statement that the CONTRACTOR waives and releases any and all claims against the CITY, including time and impacts, in any way whatsoever related to the non-conforming Work, the modification of such non-conforming Work, and the time to negotiate such a modification.

5. The amount representing the value of the Work specified in the Contract Documents less the value of the Work as constructed, as a credit to the CITY, which shall be deducted from the amount of the Contract.

No Work shall proceed which shall make the non-conforming Work more costly to correct nor to modify such non-conforming Work until the PROJECT MANAGER and the CONTRACTOR execute such a Change Order. The PROJECT MANAGER may grant permission, in response to a written request from the CONTRACTOR, to proceed with the Work before finalization of such a Change Order, if they find the request to be in the best interest of the CITY.

Any delays or impacts arising on the Work as a result of construction or delivery of non-conforming Work or materials shall be at the CONTRACTOR'S sole expense, regardless of whether the Work ultimately becomes the subject of a Change Order, and no time extension shall be allowed to the CONTRACTOR.

Acceptance by the INSPECTOR of such previous non-conforming Work, after execution of the Change Order, does not act to waive or otherwise negate the CONTRACTOR'S obligations to guarantee such Work as set forth in Article 16, GUARANTY-WARRANTY of the General Requirements.

Failure of the CONTRACTOR to comply with the requirements of this Article shall constitute default of the Contract by the CONTRACTOR and the CITY may terminate the Contract as provided for in TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT).

## **32. SUBCONTRACTORS AND SUB-SUBCONTRACTORS (Revised as of 3/25/2010)**

The Contractor shall perform on the site and with its own organization not less than fifty (50%) of the total Contract Price, unless a different percentage is designated in the Bid Proposal. Any items designated "specialty items" in the Bid Proposal may be performed by subcontract and the amount of all such "specialty items" may be deducted from the Contract Price before computing the amount of Work required to be performed by the Contractor with its own organization. The dollar value included in the percentage performed by the Contractor shall include the value of labor, materials and equipment to be incorporated or used in the Work and directly purchased by the Contractor and shall not include the value of Work, including labor, materials and equipment, incorporated or used in the Work, performed or provided by Subcontractors.

Bidders must list all Subcontractors in the Bid, regardless of the dollar amount of the work to be performed, if the Bidder wishes to have the Subcontract amount credited toward meeting the MBE/WBE/SBE/EBE/DVBE/OBE levels of participation of the Project. Subcontractors added to the project following acceptance of the Bid and award of the Project will not be credited toward meeting the MBE/WBE/SBE/EBE/DVBE/OBE levels of participation for this Project.

Listed vendors and/or Suppliers will be limited to 60% of their listed dollar value toward achieving the anticipated MBE/WBE/SBE/EBE/DVBE/OBE levels of participation for this Project, unless the vendor and/or Supplier manufactures or substantially alters the materials/supplies.

The designated percentage of the total Contract Price the Contractor is to perform may not be reduced below that level by the addition of Subcontractor's added after Award of the Project.

The Inspector, acting on behalf of the Board of Recreation and Park Commissioners, will be responsible for approval of all Subcontractors, whether Bid-listed or not, and all Sub-subcontractors employed on the Project.

The Contractor must list in the original bid each Subcontractor who will perform Work or render services in an amount in excess of one-half of 1 percent of the Contractor's total Bid or \$10,000.00, whichever is greater.

Subletting or Subcontracting of any portion of the Work in excess of one-half of 1 percent of the Contractor's original total Bid or \$10,000.00, whichever is greater, for which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of

the Inspector setting forth the facts constituting the emergency or necessity.

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 of 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.

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, 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.

The Contractor shall list only one Subcontractor for each portion of Work as defined by the Contractor in its Bid.

Acceptance by the Board of Recreation and Park Commissioners of its Bid is dependent upon each Bid listed Subcontractor, and all subsequently approved additional Subcontractors, performing the dollar value of Work listed or approved. Any reduction, increase, or other change to any Subcontract amount without prior approval by Board of Recreation and Park Commissioners 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 Subcontract Substitution.

Acceptance by the Board of Recreation and Park Commissioners of its Bid shall not entitle Subcontractors to recognition for any direct or contractual relationship with the City, nor shall it constitute approval of the use of any materials other than those specified.

The Contractor shall be responsible for all acts of all Subcontractors at all tiers. The Contractor shall coordinate all work performed by subcontractors in the interest of the City.

All Subcontractors who will be working on the Project shall be approved in writing by the Inspector prior to beginning Work, regardless of the dollar amount of Work to be performed, and whether or not they were listed in the original Bid.

Requests for approval of all Subcontractors, or request for substitution of a Subcontractor, shall be made in writing to the Inspector located at the Public Works Building, 1149 S. Broadway, 3rd Floor, Los Angeles, CA, 90015, and said request shall contain the following information for each Subcontractor:

- 1) Project Name
- 2) Project Work Order Number
- 3) Subcontractor's Name
- 4) Subcontractor's Address
- 5) Subcontractor's Phone Number
- 6) Subcontractor's Status ( WBE, MBE, SBE, EBE, DVBE, OBE )
- 7) Subcontractor's State of California Contractor License Number
- 8) Subcontractor's City Business Tax Registration Certificate Number (BTRC)
- 9) Dollar amount of Subcontract work to be performed
- 10) Description of Subcontract work to be performed

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval of the Inspector prior to each Subcontractor performing Work on the Project may result in suspension of Work by that Subcontractor, removal of Work performed by unapproved Subcontractors, assessment of penalties, and possible sanctions against the Contractor.

Additional Subcontractors may be added after the time of original Bid. The value of Work to be performed by additional Subcontractors may not be greater than one-half of 1 percent of the Contractor's original total Bid or ten thousand dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract.

The Contractor shall provide the dollar amount of Work to be performed in all requests for additional Subcontractors. Failure to specify a dollar amount of Work to be performed will result in denial of additional Subcontractors until such time as the amount is provided.

Failure of the Contractor to request and obtain approval for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the original Bid shall result in a penalty of ten percent of the Subcontract amount.

A Contractor whose Bid is accepted may not:

- 1) Substitute any person as Subcontractor in place of a Subcontractor listed in the original Bid, except that the Inspector, acting on behalf of the Board of Recreation and Park Commissioners, 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 after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon 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 listed Subcontractor becomes bankrupt or insolvent.
  - C) When the listed Subcontractor fails or refuses to perform its subcontract.
  - D) When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
  - E) When the Contractor demonstrates to the Inspector's satisfaction that the name of the Subcontractor was listed as a result of an inadvertent clerical error.
  - F) When the listed Subcontractor is not licensed pursuant to the State of California Contractor's License Law.
  - G) When the listed Subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).
  - H) When the Inspector concurs with the Contractor that the Work being performed by the listed Subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the listed Subcontractor is delaying or disrupting the progress of the work.
  - I) When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Inspector.

- J) When the Board of Recreation and Park Commissioners determines that a listed Subcontractor is not a responsible contractor.
- 2) 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, without the consent of the Inspector.
  - 3) 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 one half of 1 percent of the Contractor's total Bid as to which its original Bid did not designate a Subcontractor.
  - 4) Reduce the dollar amount of a Bid-listed Subcontract without the written approval of the Inspector.

A request for substitution of any Subcontractor, whether Bid-listed or not, must be made in writing to the Inspector and must include letter(s) of explanation as to the reason for the requested substitution.

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.

Failure to obtain approval for a Subcontractor substitution may result in rejection of the affected Work, penalties assessed for failure to obtain approval, and possible sanctions by the City.

All substitutions of Subcontractors, whether MBE/WBE/ SBE/EBE/DVBE/OBE or not, shall be approved in writing by the Board of Recreation and Park Commissioners prior to any Work being performed by the substituting Subcontractor.

The Contractor shall conduct a Business Inclusion Program Outreach prior to approval of any requested Subcontractor substitution, regardless of the status (MBE/WBE/SBE/EBE/DVBE/OBE) of the contractor being substituted for. For MBE/WBE/ SBE/EBE/DVBE/OBE Subcontractor substitution requests, the Contractor shall comply with the Business Inclusion Program Outreach requirements of Pages 15-15R of the Instructions to Bidders (Volume I). The Business Inclusion Program Outreach for any requested Subcontractor substitution must be reviewed and approved by the Special Research and Investigation Section of the General Services Division of the Bureau of Contract Administration, whether the Subcontractor was Bid listed or approved after the Award of the Project.

There shall be no decrease in dollar value of Work to be performed by Subcontractors approved as a substitute for a Bid-listed Subcontractor without a change in scope of the Work to be performed by the originally Bid-listed 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 Bid-listed Subcontractor.

Prior to approval of the Contractor's request for substitution, the Inspector shall give notice in writing to the Subcontractor affected by the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Workdays within which to submit written objections to the substitution. Failure to file these written objections within five (5) Workdays of notification shall constitute the listed Subcontractor's consent to the substitution. Notification by the Inspector may be made by phone in lieu of written notification via certified or registered mail if agreed to by the listed Subcontractor and followed by written request. Upon notification by phone, the listed Subcontractor may file written objections within five (5) days of notification.

If written objections are filed, the Inspector shall give notice of at least five (5) Workdays to the listed Subcontractor of a hearing on the Contractor's request for substitution.

The Contractor, as a condition to assert a claim of Inadvertent Clerical Error in the listing of a Subcontractor, shall within

two Workdays after the time of the original Bid opening by the Board of Recreation and Park Commissioners give written notice to the Inspector and the Board of Recreation and Park Commissioners and copies of such notice to both the Subcontractor he claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to Bid opening.

Written notice of an Inadvertent Clerical Error shall be forwarded within two (2) days after the time of the original Bid opening by every Contractor claiming such an error. Failure to submit such notice within the time prescribed shall make any such subsequent claim of Inadvertent Clerical Error invalid.

Any listed Subcontractor who has been notified by the Contractor of an Inadvertent Clerical Error shall be allowed six (6) Workdays from the time of the Bid opening to submit to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error. Failure of such listed Subcontractor to file such written notice within the six (6) Workdays shall constitute agreement that an advertent clerical error was made.

The Inspector shall, in the absence of compelling reasons to the contrary, consent to the requested substitution based on an Inadvertent Clerical Error if:

- 1) The Contractor, the Subcontractor listed in error, and the intended Subcontractor each submit an affidavit to the Inspector along any additional information as the parties may wish to submit that an Inadvertent Clerical Error was in fact made, provided that the affidavits from each of the three parties are filed within eight (8) Workdays from the time of the original Bid opening, or
- 2) If such affidavits are filed by both the Contractor and the intended Subcontractor within eight days of the original Bid opening but the Subcontractor whom the Contractor claims to have listed in error does not submit within six (6) Workdays, to the Inspector and to the Contractor, written objection to the Contractor's claim of Inadvertent Clerical Error as provided in this article.

If such affidavits are filed by both the Contractor and the intended Subcontractor but the listed Subcontractor has, within six (6) Workdays from the time of the original Bid opening, submitted to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error, the Inspector shall investigate the claims of all parties and schedule a public hearing before the Board of Recreation and Park Commissioners to determine the validity of such claims. Any determination shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony given to the Board of Recreation and Park Commissioners. The Board of Recreation and Park Commissioners may, on its motion or that of any other party, admit testimony of other Contractors, any Bid registries or depositories, or any other party in possession of facts, which may have a bearing on the decision of the Board of Recreation and Park Commissioners. The findings of the Board of Recreation and Park Commissioners shall be final.

### **33. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY**

In case of an emergency that threatens loss of or damage to property or injury to persons, the CONTRACTOR shall act, without instructions from the CITY, as the situation may warrant. The CONTRACTOR shall immediately inform the PROJECT MANAGER and the INSPECTOR of the emergency action taken. Any claim shall be submitted to the PROJECT MANAGER. If practical the amount of compensation, if any, shall be determined by agreement prior to the issuance of a Change Order. However, if the emergency is created or aggravated by the CONTRACTOR, it shall be liable for the resulting damages. If the CONTRACTOR fails to take the necessary action as required by such an emergency the CITY may assign another CONTRACTOR or use its own forces to perform the emergency Work at the CONTRACTOR'S sole expense.

### **34. ASSIGNMENT**

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract or any of the proceeds there under unless written consent of the CITY has been obtained. No right under this Contract or claim for any

proceeds due or to become due hereunder shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment, transfer or conveyance of this Contract or any part thereof unless such assignment, transfer or conveyance has been authorized by the written consent of the CITY. The instrument of assignment, transfer or conveyance shall contain a clause subordinating the claim of the assignee, transfer or conveyor to all prior liens for services rendered or materials supplied for the execution of the Work.

### **35. INDEPENDENT CONTRACTOR**

The CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of Work required for the CONTRACT and that it is properly licensed, equipped, organized and financed to perform the Work. The CONTRACTOR shall be an independent contractor. The CONTRACTOR is not an agent of the CITY in the performance of the CONTRACT, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the CONTRACT or any Subcontract awarded by the CONTRACTOR shall create any relationship between any Subcontractor and the CITY. The CONTRACTOR shall perform the Work in accordance with its own methods, in compliance with the terms of the CONTRACT.

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **36. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless, through legal counsel acceptable to the CITY, the CITY, and any and all of the CITY'S Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, arising out of or related to the performance or nonperformance by CONTRACTOR or its Subcontractors, Sub-Subcontractors, or Suppliers, of any tier, of any portion of the construction of the Project, including but not limited to CONTRACTOR'S negligent acts, errors, omissions, breach of contract, breach of warranty (express or implied), or willful misconduct.

It is agreed that such defense and indemnity shall extend to the CITY'S PROJECT MANAGER, Architect/Engineer or other Design Consultant providing services under written agreement with the CITY covering any portion of the Project. Provided, however, that the Design Consultant shall be solely responsible for the enforcement of any request made by said Consultant for indemnification or defense by the CONTRACTOR. It is further provided that the CITY shall have no liability whatsoever for any failure of the CONTRACTOR to comply with any request from the Consultant for indemnity or defense.

It is further agreed that the defense and indemnity obligations of the CONTRACTOR under this Article shall not extend to the liability of the Design Consultant or its agents, employees or subconsultants, arising as a result of such indemnitee's own active negligence, errors or omissions or from (1) the preparation or approval of maps, Plans, opinions, reports, surveys, change orders, designs or Specifications, or (2) the giving of or failure to give directions or instructions by the indemnitee provided that such giving or failure to give is the primary cause of the damage or injury.

### **37. INSURANCE**

#### **A. GENERAL**

During the term of this Contract and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense, insurance having the limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Form in Volume 1 of these Contract Documents, covering its operations hereunder subject to the following conditions as they may variously apply:

#### **1. ADDITIONAL INSURED/ADDITIONAL INTEREST/LOSS PAYEE**

The CITY, it's Recreation and Park Commissions, Officers, Agents, Employees and Design Consultant shall be included as:

- a. Additional Insureds in all required General Liability and property insurance and Additional Interests in all required Automobile Liability insurance.
- b. Named Insureds in all required Owners and Contractors Protective Liability insurance policies.
- c. Loss Payee As Its Interest May Appear in all required property, fidelity or Surety coverages.
- d. Listing of other entities as additional insures may be required for specific projects due to their funding source (such as, Prop A funded projects require that Los Angeles County be listed as an additional insured).

The CITY and other interests listed above need not be named on Workers' Compensation/Employer's Liability, Professional Errors and Omissions and Second-party Legal Liability coverages (such as Garage Keepers' Legal).

## 2. INSURANCE APPROVAL

All insurance required hereunder shall conform to the CITY requirements established by Charter, ordinance or policy. Evidence of insurance shall be submitted to the Department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any Work or tenancy under this Contract in accordance with the Los Angeles Administrative Code.

## 3. ALTERNATIVE PROGRAMS

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the CITY before an approval can be granted by the City Attorney.

## 4. ADMITTED CARRIER/LICENSED CALIFORNIA BROKER

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agent.

Surplus lines coverage must also contain a Service of Suite provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising there under will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

## 5. PRIORITY OF COVERAGE

The CONTRACTOR's insurance shall not call on the CITY's program for contributions.

## 6. CANCELLATION/REDUCTION IN COVERAGE NOTICE

With respect to the interest of the CITY, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the CITY's interest, the company will provide the CITY at least thirty (30) calendar days prior written of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1240 City Hall East, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that such notice to the CITY shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. ACCEPTABLE EVIDENCE

The appropriate CITY Special Endorsement forms, contained in Volume 1 of these Contract Documents, are the preferred form of evidence of insurance. Alternatively, the CONTRACTOR may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language which complies with subparagraphs 1) through 6) above.

With respect to Professional Liability insurance, either a signed copy of the Policy Declarations Page or a letter from the CONTRACTOR's insurance broker certifying coverage, together with a thirty (30) day cancellation notice endorsement in favor of the CITY as specified in subparagraph 6) will satisfy this requirement.

8. SEPARATION OF INSURED

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. RENEWAL

Once the insurance has been approved by the CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in paragraphs 1) through 8) above, must be submitted.

B. AGGREGATE LIMITS/REDUCTION IN COVERAGE

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the CONTRACTOR not related to this Contract, the CONTRACTOR shall give the CITY prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in the CONTRACTOR's best judgement may diminish the protection such insurance affords the CITY. Further, the CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. The CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

The CONTRACTOR shall not make any substantial reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) which may affect the CITY's protection without the CITY's prior written consent.

C. SELF-INSURANCE AND SELF-INSURED RETENTIONS

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the CITY upon review of evidence of the CONTRACTOR's financial capacity to respond. Additionally, such programs or retention must provide the CITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. MODIFICATION OF COVERAGE

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

E. FAILURE TO PROCURE INSURANCE

The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the CITY. Non-availability or non-affordability must be documented by a letter from the CONTRACTOR'S insurance broker or agent indicating a good faith effort to procure the required insurance

and showing, as a minimum, the names of the insurance carriers and the declinations or quotations received from each.

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

F. UNDERLYING INSURANCE

The CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and Subcontractors, if any, to protect the CONTRACTOR's and the CITY'S interests, and for ensuring that such persons comply with any applicable insurance statutes. The CONTRACTOR is encouraged to seek professional advice in this regard.

G. WORKERS' COMPENSATION

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

A waiver of subrogation in favor of the CITY will be required when Work is performed on CITY premises under hazardous conditions.

H. ALL RISK BUILDER'S RISK/INSTALLATION FLOATER

During the course of construction, the CONTRACTOR shall secure and maintain an All Risk Builder's Risk Insurance policy covering loss, damage or destruction of property, including materials in transit and stored on and off site, in an amount equal to the value of the construction and materials on hand.

An Installation Risk or "Floater" Policy, written to cover only specific types of equipment during construction, may be provided to cover damage to Work or high valued equipment or materials.

Coverage shall remain in force until the Work is completed and accepted by the CITY. Acceptable evidence of coverage shall be in the form of an endorsement to the policy which names the CITY as an additional named insured and as Loss Payee As Its Interest May Appear.

I. TYPICAL COVERAGES REQUIRED

The coverages required in A above shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01).
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of Work or termination of Contract.

J. TYPICAL LIMITS OF LIABILITY

Unless otherwise specified in Form Gen. 146/IR, the CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the

general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability: \$1,000,000 per occurrence.

#### K. CONTRACT BONDS

Before the execution of the Contract by the RECREATION AND PARK COMMISSION, the bidder shall file with the RECREATION AND PARK COMMISSION Surety bonds satisfactory to the RECREATION AND PARK COMMISSION in the amounts and for purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Bonds shall be issued by a Surety who is listed in the latest revision of U.S. Department of Treasury Circular 570, is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract. The Bidder shall pay all bond premiums, costs, and incidentals. On Contracts estimated by the PROJECT MANAGER to be less than \$2 million, bonds may be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write Surety insurance within the State of California.

Each bond shall be signed by both the Bidder and the Surety, and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by the CONTRACTOR in full force and effect until the Work is accepted by the RECREATION AND PARK COMMISSION, and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

The "Performance Bond" shall be for one hundred percent (100%) of the Contract price to guaranty faithful performance of all Work, within the time period prescribed, in a manner satisfactory to the RECREATION AND PARK COMMISSION, and that all materials and Workmanship will be free from original or developed defects, and comply with requirements and guaranty specified in Article 16, GUARANTY-WARRANTY of the General Requirements.

Should any Surety at any time be unsatisfactory to the RECREATION AND PARK COMMISSION, notice will be given the CONTRACTOR to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the RECREATION AND PARK COMMISSION.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the CONTRACTOR or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety. In addition to the bonds detailed above, the CONTRACTOR shall provide a guarantee bond as detailed in Article 16, GUARANTY-WARRANTY of the General Requirements.

#### 38. SERVICE OF NOTICE

The delivering of any notice, instruction, claim or protest, or other written communication, personally to the CONTRACTOR or the CONTRACTOR'S representative or to the PROJECT MANAGER, or to the City Clerk of the CITY shall constitute service therefore upon the CONTRACTOR, the PROJECT MANAGER, or the CITY, respectively.

The depositing of a post-paid (Registered Mail) wrapper directed to the official address of the CONTRACTOR, the PROJECT MANAGER, or the CITY in any post office, of any notice, instruction, claim or protest, or written

communication, shall be deemed sufficient service thereof upon the CONTRACTOR, the PROJECT MANAGER, or the CITY, respectively, and the date of said service shall be the day following the date of postmark.

The official address of the CONTRACTOR shall be the address given in the accepted bid or such other address as the CONTRACTOR may subsequently designate in writing either to the PROJECT MANAGER or to the CITY. The official name and address of the PROJECT MANAGER and the CITY will be supplied to the CONTRACTOR after the award.

### **39. AGENT TO ACCEPT SERVICE**

The CONTRACTOR shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled SERVICE OF NOTICE to accept service of legal process on its behalf, and shall keep the CITY advised of such agent's name and address during the duration of the CONTRACT and for three (3) years after the Final Payment, or as long as the CONTRACTOR has warranty obligations under Article 16, GUARANTY-WARRANTY of General Requirements, whichever period terminates later. In the event that no such duly authorized agent is on file with the CITY, the CONTRACTOR agrees that the Secretary of State of the State of California shall be the Contractor's agent for service of legal process.

## **PROGRESS OF WORK**

### **40. TEMPORARY SUSPENSION OF WORK**

If the Work of the Contract is suspended or delayed, the CONTRACTOR shall so notify the PROJECT MANAGER in writing within twenty-four (24) hours after the start thereof. If the CONTRACTOR is entitled to reimbursement for such suspension or delay, as specified hereinafter, the CONTRACTOR shall submit a completely detailed statement of the costs thereof, to the PROJECT MANAGER, within twenty (20) calendar days after the termination thereof. Failure to submit such statement of costs or notification within the time specified shall be deemed a waiver of any claims for delay or damages or both by the CONTRACTOR.

If the Work of the Contract is suspended or delayed through no fault of the CITY, all expenses and losses shall be borne by the CONTRACTOR.

If the Work of the Contract is suspended or delayed by an act of the CITY, or by failure of the CITY to furnish required information, and the CONTRACTOR thereby incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the Work the CONTRACTOR could not have completed the Work before such suspension, the CONTRACTOR will be paid such amount as the RECREATION AND PARK COMMISSION may find to be a fair and reasonable compensation for such part of the CONTRACTOR'S actual loss. In no case shall any compensation be made to cover any loss other than actual cash paid for wages, rental of equipment, and materials used in protection of the Work, all of which must be supported by satisfactory written evidence. Such wages shall not include the wages or salary of any individual not necessary for protection of the Work. The CONTRACTOR shall not be entitled to any mark-up for overhead or profit on damages or for extended duration.

The CONTRACTOR shall maintain complete and accurate daily records of all costs due to delay, clearly distinguishing them from the costs of other portions of the Work, and shall submit a detailed written report of such costs to the PROJECT MANAGER within twenty (20) calendar days of incurring the delay. Failure to comply shall result in waiver by the CONTRACTOR to any claims for additional payment and schedule change. In addition, the CONTRACTOR shall submit evidence of any cause of delay specified herein if it has not already done so.

As soon as practicable, following receipt of such report and evidence, if required, the PROJECT MANAGER will determine the nature and extent of such costs and will, if the PROJECT MANAGER finds that payment is due, issue a Change Order therefore, subject to the provisions in Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements. If the PROJECT MANAGER determines that payment is not due, the CONTRACTOR will be so advised in writing. Should the CONTRACTOR disagree with such finding, CONTRACTOR may submit a notice of protest to the PROJECT MANAGER as provided in CLAIMS AND PROTESTS in these General Conditions. The CONTRACTOR shall provide the PROJECT MANAGER with access to its daily cost records or certified copies thereof as requested. All such records shall be retained by the

CONTRACTOR and open to inspection and audit by the CITY and the PROJECT MANAGER'S authorized representatives. Except for the additional compensation provided herein before, the CONTRACTOR shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

**41. UNAVOIDABLE DELAY**

Should the CONTRACTOR be obstructed or delayed or completion of the Work from causes beyond its control and without its fault or negligence, and solely due to acts of God, acts of government in its sovereign capacity, riots, insurrections, wars, fires, floods, earthquakes, tidal waves, epidemics, quarantine restrictions, industry-wide strikes, freight embargoes, or unusually severe weather, it shall be entitled to a noncompensable extension of time.

The CONTRACTOR shall only be entitled to a noncompensable extension of time for Unavoidable delay in the Work which negatively impacts the critical path of the approved project schedule, and causes the Work of the project to extend beyond the approved Contract Completion date.

The CONTRACTOR shall be entitled to a noncompensable time extension only if it notifies the PROJECT MANAGER immediately at the time the CONTRACTOR is prevented from proceeding with the Work and follows with written notification of the causes of the delay within five (5) calendar days from the beginning of any delay. Also, the CONTRACTOR shall notify the PROJECT MANAGER immediately at the end of the delay and follow up with written notification of the cessation of delay within five (5) calendar days from the end of the delay.

Any claim for a time extension shall be made in writing within twenty (20) calendar days after the conclusion of the delay. The PROJECT MANAGER shall ascertain the facts and the extent of the delay and extend the time for completing the Work if, in his/her judgement, the findings of fact justify such an extension. The PROJECT MANAGER'S decision shall be final and conclusive, subject only to appeal as provided by CLAIMS AND PROTESTS of these General Conditions.

**42. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES**

If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the PROJECT MANAGER. When resumed, excavation operations within the area of discovery shall be as directed by the PROJECT MANAGER.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils. The CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provision of TEMPORARY SUSPENSION OF WORK of these General Conditions.

**43. OTHER CONTRACTS**

The CITY may perform other Work related to the Project at the site by the CITY'S own forces, have other Work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If such other Work to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other Work; and, if the CONTRACTOR believes that such performance will involve additional expense to the CONTRACTOR or requires additional time and the parties are unable to agree as the extent thereof, the CONTRACTOR may make a claim therefore as provided under CLAIMS AND PROTESTS of these General Conditions.

The CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or the CITY, if the CITY is performing the additional Work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work, and shall properly connect and coordinate the Work with theirs. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The CONTRACTOR shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the PROJECT MANAGER and the others whose Work will be affected. The duties and responsibilities of the CONTRACTOR

under this Article are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the CITY and such utility owners and other contractors.

If any part of the CONTRACTOR'S Work depends upon proper execution or results of the Work of any such other contractor or utility owner or the CITY, the CONTRACTOR shall inspect and promptly report to the PROJECT MANAGER in writing any delays, defects or deficiencies in such Work that renders it unavailable or unsuitable for such proper execution and results. The CONTRACTOR'S failure to do so will constitute an acceptance of the other Work as fit and proper for integration with the CONTRACTOR'S Work except for latent or nonapparent defects and deficiencies in the other Work.

#### **44. TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT)**

The CONTRACT may be terminated, in whole or in part, at any time, by the CITY, at its sole discretion, without cause and for the CITY'S convenience. Such termination will be accomplished by delivery of a notice of Termination to the CONTRACTOR, specifying the extent to which performance of the Work under the CONTRACT or portion of the CONTRACT shall be terminated and the date upon which such termination shall become effective.

After receipt of a Notice of Termination, except as otherwise directed by the CITY the CONTRACTOR shall:

1. Stop Work under the CONTRACT on the date and to the extent specified in the Notice of Termination.
2. Notify the CITY in writing of all outstanding orders, Subcontracts and contracts entered into by CONTRACTOR for performance of the Work, including the (i) name and address of the vendor, supplier or Subcontractor; (ii) a copy of the complete contract, order or Subcontract; (iii) an accounting of the Work performed and compensation earned by the vendor, supplier or Subcontractor, and (iv) such other information as the CITY may request to assist it in determining whether to terminate or accept assignment of the order, Subcontract or contract.
3. Upon written notice by CITY, terminate all Subcontracts, orders and contracts, of any tier, related to the performance of the Work that the CITY determines shall be terminated and not assigned.
4. Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been terminated.
5. Settle outstanding liabilities and claims arising out of such termination of orders and Subcontracts, with the Acceptance of the CITY if required (which Acceptance shall be final for the purposes of this Article). Assign to the CITY in the manner, at the times, and to the extent directed by the CITY all of the rights, titles, and interests of the CONTRACTOR under such orders, contracts and Subcontracts so terminated.
6. Transfer title and deliver to the CITY in the manner, at the times and to the extent directed by it, the:
  - a. Fabricated or unfabricated parts, Work in process, completed Work, supplies, and other Goods procured as a part of, or acquired in connection with the performance of the Work terminated; and
  - b. Completed or partially completed plans, drawings, information and other items that would have been required (per the Technical Specifications) to be furnished to the CITY if the Contract had been completed.
7. Use its best efforts to sell the property of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the CITY, providing that the:
  - a. CONTRACTOR is not required to extend credit to any purchaser;

- b. CONTRACTOR may acquire any such property under the prescribed conditions; and/or proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the CITY to the CONTRACTOR under the CONTRACT.
- 8. Take any action that may be necessary, or that the CITY may direct, for the protection and preservation of the property related to the CONTRACT that is in the possession of the CONTRACTOR and in which the CITY has or may acquire an interest.
- 9. Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the CONTRACT.

After receipt of a Notice of Termination for the CITY's convenience, the CONTRACTOR shall submit its termination claim to the CITY requesting payment of such sums as are permitted under the terms of this Article, in the form and with the certification(s) prescribed by the CITY for Claims and Protests. Such Claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions are granted in writing by the CITY upon written request by the CONTRACTOR during such six month period or authorized extension thereof. However, the CITY may receive and act upon any termination claim at any time after the six month period or any extension thereof, if it determines that the facts justify such action. Upon failure of the CONTRACTOR to submit its termination claim within the time specified, the CITY will determine the amount due the Contractor, if any, on the basis of information available, and will pay the CONTRACTOR the amount so determined. Such determination shall be final and binding and payment shall be in full settlement for the Work performed under the CONTRACT.

Subject to the provisions of this Article, the CONTRACTOR and the CITY may agree upon the total or partial amount to be paid to the CONTRACTOR by reason of the total of or partial termination pursuant to this Article. The agreed upon amount shall under no circumstances include any sum for lost profits on the terminated portion of the Work or for consequential damages, of any kind. If agreement is reached, the CONTRACT will be amended by Modification accordingly and the CONTRACTOR will be paid the agreed upon amount.

In the event of failure of the CONTRACTOR and the CITY to agree on the total amount to be paid the CONTRACTOR by reason of the termination of Work pursuant to this Article, the CITY will pay the CONTRACTOR the amounts determined by the City as follows, exclusive of any amounts agreed upon in accordance with the preceding Paragraph:

The CONTRACTOR'S actual cost for the Work properly performed by the CONTRACTOR as of the date of termination, including a 5% allowance for profit on such costs; plus, the reasonable cost of preserving and protecting property; plus other reasonable costs incidental to the termination of the Work under the CONTRACT, including expense incurred to determine the amounts due; provided however, that the maximum payable or paid for any portion of the completed Work shall not exceed the values listed in the corresponding bid item of Schedule of Values.

The total sum to be payable or paid to the CONTRACTOR, exclusive of the settlement amounts described in the Paragraph immediately above, shall not exceed the total CONTRACT Price less the:

- 1. Payments made previously by CITY for the Work; plus
- 2. A prorated portion of the total CONTRACT Price for the terminated portion of the Work as determined by the PROJECT MANAGER.

Except for normal spoilage and to the extent that the CITY will have otherwise expressly assumed the risk of loss, the fair value (as determined by the CITY) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the CITY or other buyer as described above) shall be excluded from the amounts paid to the CONTRACTOR.

In arriving at the amount due the CONTRACTOR under this Article, a deduction shall be made for the following:

- 1. Any claim that the CITY may have against the CONTRACTOR in connection with the CONTRACT; and

2. The agreed upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the CONTRACTOR that have not been otherwise recovered by or credited to the CITY.

Under such terms and conditions as it may prescribe and at its sole discretion, the CITY may make partial payments against costs incurred by the CONTRACTOR in connection with terminated portion of the CONTRACT whenever the CITY decides that the aggregate of such payments is within the amount to which the CONTRACTOR is entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this Article, such excess shall be payable by the CONTRACTOR or to the CITY upon demand together with interest at a rate equal to that set forth in California Code of Civil Procedure, Section 685.010.

Under no circumstances shall the CONTRACTOR be entitled to anticipatory or unearned profits or consequential damages as a result of a termination of partial termination under this Article, or for any other termination by the CITY. The payment to the Contractor determined in accordance with this Article shall constitute the exclusive remedy of the CONTRACTOR for termination hereunder.

Anything contained in the CONTRACT to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that the CITY may have; the CITY may pursue any clause of action that it may have by law or under the CONTRACT; and shall not relieve CONTRACTOR of its warranty obligations with respect to any Work performed prior to such termination.

If the termination hereunder is only for a part of the Work, the Contract Price shall be reduced by the amount of the Contract Price applicable to the portion of the Work, which is terminated, including overhead and profit, on the basis of one or more of the following:

1. Unit prices stated in the CONTRACT or agreed upon by the CITY and the CONTRACTOR.
2. A lump sum determined by the PROJECT MANAGER, based on the estimate costs including overhead and profit of the terminated portions of the Work.

#### **45. TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT)**

In the event of conduct by the CONTRACTOR which is determined by the PROJECT MANAGER or the to constitute default, the CITY may either suspend the Work under the provisions of TEMPORARY SUSPENSION OF WORK of these General Conditions or, upon ten (10) calendar days' written notice to the CONTRACTOR, terminate the Contract as provided herein. Default by the CONTRACTOR shall occur whenever it shall declare bankruptcy; become insolvent or assign its assets for the benefit of its creditors; fail to provide materials, equipment, or workmanship meeting the requirements of the Specifications; disregard or violate provisions of the Contract Documents or the PROJECT MANAGER's instructions; fail to prosecute the Work according to the approved progress schedule; or fail to provide a qualified representative, competent workers or Subcontractors. Upon request, the RECREATION AND PARK COMMISSION will provide the CONTRACTOR a hearing by the RECREATION AND PARK COMMISSION to contest the recommendation of the PROJECT MANAGER as to default by the CONTRACTOR.

In the event the Contract is terminated pursuant to this Article, the CITY may take possession of the Work and of all materials, tools, equipment, and property of the CONTRACTOR, which have been provided in connection with the Work, and may complete the Work by whatever method or means the CITY may select. The unpaid balance of the Contract cost for completing the Contract Work shall be used to complete the Work in accordance with the Contract Documents. If cost of completing the Work exceeds the unpaid balance, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the unpaid balance, the CONTRACTOR shall not have claim to the difference except to such extent as may be necessary, in the opinion of the PROJECT MANAGER, to reimburse the CONTRACTOR or the CONTRACTOR'S sureties for any unpaid expense properly incurred for materials, tools, equipment, property, and labor devoted to the prosecution of the Work, or which the CITY shall have received the benefit. In computing such expenses, as it relates to equipment and property, the salvage value at completion of Work shall be deducted from the salvage value at the time the contract was terminated, and the

difference shall be considered as an expense. If after termination for failure of the CONTRACTOR to fulfill contractual obligations (CONTRACTOR Default), it is determined by a Court of competent jurisdiction that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such an event, adjustment of the Contract price shall be made as provided in TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT) of these General Conditions.

**46. PRE-FINAL INSPECTION**

Approximately two weeks before completion of the Work, the contractor will schedule a Pre-final Inspection to be attended by the Bureau of Contract Administration Inspector, the Project Manager, the Contractor and invited parties associated with the Project. At this time, a list of items requiring correction or completion before the Final Inspection will be compiled. In addition, at this time the Contractor shall arrange for the delivery of manufacturers' data, manuals, and operating instructions and keys to the appropriate Department of Recreation and Parks personnel.

**47. FINAL INSPECTION**

Approximately seven (7) days prior to completion of the Work, the Contractor shall first notify the Bureau of Contract Administration Inspector and then the Project Manager that he desires a Final Inspection of the Project. During this inspection, which will be arranged as soon as possible, the Inspector, the Project Manager, the Contractor and other parties concerned with contractual requirements will compile a Final Inspection Correction List, incorporating all items of work and corrections required to complete the Project. This list must be completed within thirty (30) days of Final Inspection, or a new Final Inspection will be held and a new Final Inspection Correction List compiled.

**48. PARTIAL ACCEPTANCE**

The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the entire project. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the CITY, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. Following inspection by the Bureau of Contract Administration's Final Inspector and establishment of a Final Inspection Correction List, a Statement of Partial Completion will be issued.

It shall be understood by the CONTRACTOR that until a Statement of Partial Completion is issued, all responsibility for care and maintenance of all items or portions of the Work to be placed in use shall be borne by the CONTRACTOR. Upon issuance of a Statement of Partial Completion, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date for commencement of the warranties indicated on the Statement of Partial Completion. However, the CONTRACTOR shall retain full responsibility for satisfactory operation of the total project and the CONTRACTOR'S guarantee period shall commence only after the final acceptance of the Contract by the RECREATION AND PARK COMMISSION. Such guarantee of total systems operation shall include that portion or portions previously placed into beneficial use by the CITY.

The issuance of a Statement of Partial Completion for any part of the Work shall not relieve the CONTRACTOR of its obligation to promptly remedy any omissions and latent or unnoticed defects in the Work covered by the Statement of Partial Completion. The CITY shall have the right to restrict the CONTRACTOR'S use of the occupied portion of the Work but shall allow the CONTRACTOR reasonable access to complete or correct items required by the Contract Documents.

The CITY may, if the Work is progressing satisfactorily, release part of the retention on portions of the Work for which a Statement of Partial Completion has been issued, provided that the following conditions have been met:

1. Partial final inspection corrections have been completed to the satisfaction of the INSPECTOR;
2. The CONTRACTOR submits a written request for release of retention which includes a verifiable valuation of the identified portions of the Work covered by the Statement of Partial Completion;

3. Impacted Subcontractors, major suppliers and the CONTRACTOR's Surety all agree in writing to release of retention;
4. If any minor corrections remain which do not directly affect operations or maintenance then twice the values of the remaining cleanup items shall be retained on each request for release; and
5. The CONTRACTOR signs a Change Order which specifically states the value of the retention being released.

The PROJECT MANAGER shall issue a no-change-in-contract-cost Change Order reflecting the Work for which a Statement of Partial Completion has been issued and the amount of the retention to be released. This Change Order shall authorize reduction of the retention on the next payment.

#### **49. FINAL ACCEPTANCE**

When all Work has been completed on the entire project, the CONTRACTOR shall notify the INSPECTOR and the PROJECT MANAGER in writing and request a final inspection by the INSPECTOR. The inspection conducted by the Final Inspector will include the CONTRACTOR and major Subcontractors' representatives. The CONTRACTOR shall promptly and diligently correct all items on the Final Inspection Correction List. The correction list Work will be reinspected until all Work is complete. If deemed necessary by the PROJECT MANAGER, a deductive Change Order may be issued for twice the value of final correction list items remaining to be corrected to attain completion, and permit the acceptance of the Contract by the RECREATION AND PARK COMMISSION.

Final payment to the CONTRACTOR is made following action by the RECREATION AND PARK COMMISSION that formally adopts the recommendation of the PROJECT MANAGER to accept the Contract. Said action by the RECREATION AND PARK COMMISSION establishes the following:

1. The start date of the CONTRACTOR'S material and workmanship warranty/guarantee for the total project.
2. The start date of any equipment or material warranties for which the "warranty clock" had not started.

#### **50. LIQUIDATED DAMAGES**

Time is of the essence in completing the Work required by the Contract. If the CONTRACTOR fails or refuses to complete the Work or any part thereof within the time fixed by the terms of the Contract, or any approved extension thereof, the actual damage to the CITY due to the delay will be difficult or impossible to determine. In lieu thereof, the CONTRACTOR shall pay to the CITY, as fixed and agreed, liquidated damages for each calendar day of delay in completion, the sum of **\$ 750.00 per day**. The CONTRACTOR shall be liable for the amount thereof. The CITY reserves the right, however, to terminate the CONTRACTOR's completing the Work, charging against the CONTRACTOR and its sureties any excess cost occasioned the CITY thereby, together with liquidated damages accruing until such time as the CITY may reasonably complete the Work.

Permitting the CONTRACTOR to continue and complete the Work, or any portion thereof, after the time fixed herein for completion, or after the expiration of any extensions of said time, shall in no way operate as a waiver on the part of the CITY of any of its rights under the Contract.

#### **51. COMPENSATION FOR DELAY, DISRUPTION, AND UNANTICIPATED OVERHEAD**

Notwithstanding anything to the contrary in the Contract Documents, CONTRACTOR agrees the provisions of this Article, set forth CONTRACTOR'S sole and exclusive rights to compensation for costs, expenses or damages, of any kind, arising from or relating to (i) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to extras, changes, additions or deletions in the Work, errors, omissions, conflicts or ambiguities in the

Contract Documents, suspensions of the Work, acts or omissions of CITY or its representatives, agents, contractors or consultants, Differing Site Conditions, or other unforeseen circumstances, of any kind.

CONTRACTOR shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs, expenses or damages for delays, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess or extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Unavoidable Delays or which are caused by the acts or omissions of CONTRACTOR or of its SUBCONTRACTORS, of any tier.

CONTRACTOR'S rights to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess and extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work for which CONTRACTOR is entitled to an adjustment of the Contract Price as set forth in CHANGES AND EXTRA WORK of these General Conditions and shall constitute the sole, exclusive and complete compensation that the CITY is obligated to pay CONTRACTOR for all such costs, expenses and damages incurred by CONTRACTOR and its SUBCONTRACTORS, of every tier.

Time extension in calendar days will be granted only if delays are caused by unforeseen events beyond the control of both the CONTRACTOR and the City. Such delays will entitle the CONTRACTOR to an extension of time as provided herein, but the CONTRACTOR shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes (when not brought solely against the CONTRACTOR, its subcontractors or material suppliers), fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor, required "extra work", or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the CONTRACTOR furnishes to the Project Manager documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the CONTRACTOR'S operations and the approved construction schedule.

The amount of time given to the CONTRACTOR is limited to the amount of time the Project is directly impacted by the above described delays. Direct impact means no other project work can proceed.

The CONTRACTOR may be compensated for delays caused solely by the failure of the City to furnish necessary rights-of-way, failure to deliver materials shown in the CONTRACTOR Documents to be furnished by the City, or for the suspension of the work by the City for its own convenience or benefit. If compensable delays could not have been avoided by the judicious handling of forces, equipment or plant, there shall be paid to the CONTRACTOR such amount as the General Manager may find to be fair and reasonable compensation for such part of the CONTRACTOR'S actual loss as was unavoidable.

If the CONTRACTOR desires payment for a delay as specified above or an extension of time, it shall, within thirty (30) days after the beginning of the delay, file with the General Manager a written request and report as to the cause and extent of the delay. The request of payment or extension must be made at least fifteen (15) days before the specified completion date, so as to allow for appropriate investigation. Failure by the CONTRACTOR to file these items within the times specified will be considered grounds for refusal by the City to consider such a request.

Any and all extensions of time granted under the Provisions of these Specifications shall not release the sureties on the bonds accompanying the Contract for the work required herein. The bonds shall remain in full force and effect until the discharge of the Contract.

## **CHANGES TO THE CONTRACT**

### **52. CHANGES AND EXTRA WORK**

The PROJECT MANAGER may, at any time, with or without notice to the Sureties, by written order designated or indicated to be a Change Order, order performance of extra work or make any change, addition or deletion in the

Work, including but not limited to changes in the Specifications including Plans and Designs; in the time, method or manner of performance of the Work; in the CITY furnished facilities, equipment, materials, services, or site; or directing acceleration in the performance of the Work.

Upon receipt of such Change Order, the CONTRACTOR shall promptly proceed with the Work covered thereby, which shall be performed in accordance with the provisions of the Contract Documents except as otherwise specifically provided.

In the event that CONTRACTOR receives any written order or direction by the CITY, PROJECT MANAGER that is not so designated or indicated to be a Change Order, but which CONTRACTOR believes to constitute an extra, change, addition or deletion in the Work, then CONTRACTOR shall, prior to performance of any Work related thereto, give written confirmation notice to the PROJECT MANAGER confirming CONTRACTOR'S belief that such order or direction is believed to be a Change Order within one (1) working day of CONTRACTOR'S receipt of such order or direction.

CONTRACTOR conclusively waives any right to additional compensation, costs, expenses, damages or extension of time associated with an extra, change, addition or deletion to the Work that is performed by CONTRACTOR without either (i) a written order signed by the CITY, PROJECT MANAGER designated or indicated to be a Change Order and any change, addition or deletion, or (ii) a written confirmation notice issued by CONTRACTOR in accordance with the provisions of this Article.

Should a change be required and it is not feasible to delay construction of that portion of the Work until such time as a regular Change Order can be issued, and the estimated increase in Contract cost does not exceed the amount which can be authorized by the PROJECT MANAGER, an Emergency Change Authorization, in writing, will be issued in the field by the PROJECT MANAGER, and the CONTRACTOR shall then proceed with the Work without delay. Such Emergency Change Authorization shall be followed by a subsequent regular Change Order.

Except as provided in this Article, no order, Statement, or conduct of the PROJECT MANAGER shall be treated as a change under this Article or shall entitle the CONTRACTOR to an adjustment in the Contract Price or Contract Completion Date.

If any change under this Article causes an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work under this Contract, whether or not said costs or time are specified by any order, the PROJECT MANAGER will make an adjustment to the Contract Price and modify the Contract in writing. Except for claims based on defective Specifications, no claim for any change under this Article shall be allowed for any costs incurred more than twenty (20) calendar days before the CONTRACTOR gives written notice as required. Except as otherwise provided in the Contract Documents, in the case of defective specifications for which the PROJECT MANAGER is responsible, the adjustment shall include any increased cost the CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

If the CONTRACTOR intends to assert a claim for an adjustment in the Contract Price under this Article, it must, within twenty (20) calendar days after receipt of a written Change Order or the furnishing of a written confirmation notice as hereinbefore specified, submit a written statement to the PROJECT MANAGER setting forth the general nature and monetary extent of such claim and all factual grounds therefor. The CONTRACTOR may include the statement of claim in the written notice as hereinbefore specified. Failure to comply with the twenty (20) calendar day notice requirement shall be deemed a waiver of claims by the CONTRACTOR.

No adjustment shall be made under this Article for any suspension, delay, interruption, change or any other cause, to the extent that an adjustment is provided for or excluded under any other provision of the Contract.

Recovery of compensation, costs, expenses or damages resulting from delay, disruption, hindrance, or interference in the performance of the Work (including without limitation interruption of schedules, extended, excess or extraordinary field overhead and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work), shall not be permitted, and all rights thereto are conclusively waived by CONTRACTOR, except to the extent allowed by COMPENSATION FOR DELAY, DISRUPTION AND UNANTICIPATE OVERHEAD of these General Conditions.

No claim by the CONTRACTOR shall be allowed if the claim is made after final payment under this Contract.

### **53. DIFFERING SITE CONDITIONS**

The following provisions shall apply only in the event that there is not a Geotechnical Baseline Report for the Project. If a Geotechnical Baseline Report is so identified, then the provisions of this Article shall not apply and the CONTRACTOR'S rights arising from Differing Site Conditions shall be governed solely by the provisions of the General Requirements pertaining to the CONTRACTOR'S rights in the event of Differing Site Conditions.

Upon discovery and before further disturbance of any unforeseen conditions, the CONTRACTOR shall immediately notify the INSPECTOR and the PROJECT MANAGER, followed by a written notice to the PROJECT MANAGER within twenty-four (24) hours of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Contract; or materially differing from that represented in the Contract Documents which the CONTRACTOR believes may be hazardous waste, as defined in the California Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

The PROJECT MANAGER shall promptly investigate the conditions. If the PROJECT MANAGER finds that conditions materially differ and will cause an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work under this contract, whether or not changed as a result of such conditions, the PROJECT MANAGER shall, make an adjustment in the Contract Price by Modification to the Contract in writing.

If the CONTRACTOR intends to seek an adjustment to the Contract Price or Contract Completion Date based upon this Article, it must, within twenty (20) calendar days after it first discovered or should have discovered in the exercise diligence and extreme care the existence of Differing Site Conditions, submit a written statement setting forth a detailed cost breakdown in the form required by Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements, setting forth the basis of CONTRACTOR'S calculation of the costs saved or, detailed information demonstrating the effect on the CONTRACTOR'S schedule of performance in the same manner as required by the Contract Documents for obtaining approval of extensions of time, identification of the Escrow Bid Documents that formed the basis of the CONTRACTOR'S bid estimate to perform the Work affected by such conditions, and a complete and detailed explanation of the factual basis for the request.

Failure by CONTRACTOR to strictly comply with the requirements of this Article concerning the timing and content of any notice of Differing Site Conditions or of any request for adjustment in Contract Price or Contract Completion Date based on Differing Site Conditions shall be deemed waiver of any claim by the CONTRACTOR for increase in the Contract Price or extension of the Contract Completion Date by reason of such conditions.

CONTRACTOR'S right to compensation for (i) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to any Claim based on Differing Site Conditions shall be limited to such sums as are allowable under COMPENSATION FOR DELAY, DISRUPTION, AND UNANTICIPATED OVERHEAD of these General Conditions.

No claim by the CONTRACTOR for an adjustment hereunder be allowed if asserted after final payment under this Contract.

## **LEGAL REQUIREMENTS**

### **54. CLAIMS AND PROTESTS**

A Claim or Protest that involves an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions shall arise upon issuance of a final decision of the PROJECT MANAGER denying, in whole or in part, a request for adjustment in the Contract Price or Contract Completion Date; provided however, that failure to comply with the requirements of CHANGES AND EXTRA WORK of these General Conditions shall be conclusively deemed to constitute grounds to deny such Claim or Protest.

A Claim or Protest that does not involve an extra, change, addition or deletion to the may be asserted only if the CONTRACTOR shall immediately and prior to performing the Work affected thereby give written notice to the PROJECT MANAGER of such circumstances and of CONTRACTOR'S intention to file a Claim or Protest based thereon. Unless otherwise directed by the PROJECT MANAGER the CONTRACTOR shall proceed without delay to perform the Work and to conform to any order, instruction, or decision of the PROJECT MANAGER with respect thereto.

The CONTRACTOR shall, within twenty (20) calendar days after it first knew, or in the exercise of diligence and extreme care should have known, of the circumstances giving rise to the Claim or Protest, file a written Claim or Protest with the PROJECT MANAGER, stating in detail all objections, grounds and reasons therefore. The CONTRACTOR shall, upon instruction by the PROJECT MANAGER provide, within ten (10) days or such other time as agreed to between the PROJECT MANAGER, the INSPECTOR, and the CONTRACTOR, any and all documents, records or other materials identified by the PROJECT MANAGER as necessary for the resolution of the CONTRACTOR's Claim or Protest.

Claims or Protests seeking time extensions shall be accompanied by such documentation as is required by Article 18, CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of the General Requirements. Claims or Protests seeking recovery of compensation or adjustments to the CONTRACT PRICE, whether or not based on extras, changes, additions or deletions to the Work, shall be in the form of Change Order Cost Quotations prepared in accordance with and subject to all of the requirements of Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements, including without limitation the prohibition on use of total cost and modified total cost methodologies.

CONTRACTOR waives all rights to assert any claims or seek any relief in the form of extensions of time or recovery of additional compensation, costs, expenses, damages from the CITY that are not presented as a Claim or Protest in the manner specified and within the time stated herein. CONTRACTOR further hereby agrees that in the interest of avoiding the additional expense and potential inequity of piecemeal resolution of Claims or Protests, all decisions by PROJECT MANAGER shall be final and binding not only as to all matters asserted in the Claim or Protest, but also as to all matters (including without limitation all rights to extensions of time and recovery of extra compensation, costs, expenses and damages) not asserted in the Claim or Protest that were known to CONTRACTOR, or that could have been reasonably discovered by CONTRACTOR in the exercise of diligence and extreme care, at the time of submission of the Claim or Protest and that are in any way related to the subject matter of the Claim or Protest. All orders, instructions and decisions of the PROJECT MANAGER will be limited to matters properly falling within their respective authority as specified in AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER AND INSPECTOR of these General Conditions.

The CONTRACTOR will be informed of the PROJECT MANAGER's decision within thirty (30) days after the CONTRACTOR last submits data pertinent to the protest previously mentioned. In the case of a Claim or Protest that involves an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions, if the Contractor accepts the decision of the PROJECT MANAGER, then the CONTRACTOR and CITY shall enter into a Change Order adjusting the Contract Price and Contract Completion Date in accordance with such decision. In the case of a Claim or Protest does not involve an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions and the CONTRACTOR accepts the decision of the PROJECT MANAGER, then the CONTRACTOR and CITY shall enter into a Modification of the Contract setting forth the terms of the decision and, if appropriate, its effect on the Contract Price or Contract Completion Date. If the CONTRACTOR does not accept the decision of the PROJECT MANAGER, then further appeal of the PROJECT MANAGER's or the decision must be made to the RECREATION AND PARK COMMISSION in writing within twenty (20) calendar days after receipt of the PROJECT MANAGER's decision. The RECREATION AND PARK COMMISSION shall afford the CONTRACTOR an opportunity to be heard and to offer evidence in support of its appeal. All determinations of the RECREATION AND PARK COMMISSION with respect to Claims or Protests shall be final and binding.

In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the Federal regulations (if and to the extent expressly incorporated by reference in the Contract Documents), the laws of the State of California, and the Charter of the City of Los Angeles shall govern and be applicable. Pending final

disposition of a protest, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the previously mentioned decision.

Any Claim or Protest, including without limitation any Claim or Protest filed on behalf of or having its source in a claim by Subcontractor, Sub-Subcontractor, or Supplier, at any tier, which the CONTRACTOR chooses to make to the CITY, shall be accompanied by the certification language set forth below signed by a responsible managing officer of the CONTRACTOR'S organization, who has the authority to sign Subcontracts or Purchase Orders on behalf of the CONTRACTOR, and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification. Submission of certification in accordance herewith is a condition precedent to the CITY'S consideration of or decision on the Claim or Protest and to the filing and maintenance of any legal action or proceeding to enforce or recover monies under such Claim or Protest. Failure to submit such a certification along with the Claim or Protest, shall result in the Claim or Protest being returned to the CONTRACTOR without any decision and shall waive the CONTRACTOR's right to pursue the Claim or Protest either on its own behalf or on behalf of such Subcontractor or Supplier.

I hereby certify under penalty of perjury that I am a managing officer of (CONTRACTOR'S name) and that I have reviewed this Claim or Protest presented herewith on CONTRACTOR'S behalf and/or on behalf of (Subcontractor's/Supplier's name(s) ) and that the following statements are true and correct:

1. The facts alleged in or that form the basis for the Claim or Protest are true and accurate; and,
2. CONTRACTOR does not know of any facts or circumstances, not alleged in the Claim or Protest, that by reason of their not being alleged render any fact or statement alleged in the Claim or Protest materially misleading; and,
3. CONTRACTOR has, with respect to any request for money or damages alleged in or that forms the basis for the Claim or Protest, reviewed the job cost records (including those maintained by CONTRACTOR and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim or Protest) and confirmed with mathematical certainty that the losses or damages suffered by CONTRACTOR and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim or Protest; and,
4. CONTRACTOR has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim or Protest, reviewed the job schedules (including those maintained by CONTRACTOR and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim or Protest) and confirmed on an event-by-event basis that the delays or disruption suffered by CONTRACTOR and /or such Subcontractor or Supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim or Protest; and,
5. CONTRACTOR has not received payment from CITY for, nor has CONTRACTOR previously released CITY from, any portion of the Claim or Protest.

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

No Claim or Protest by the CONTRACTOR shall be allowed if made after final payment under this Contract.

**55. COMMENCEMENT OF STATUTE OF LIMITATIONS**

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this Contract or the breach of it will be decided by a Court of competent jurisdiction. It is understood that this Contract is executed and to be performed within the City and County of Los Angeles.

Any applicable statute of limitations shall commence to run and any alleged cause of action by the CONTRACTOR against the CITY arising out of or related to the Project shall be deemed to have accrued in any and all events no later than 30 days after CONTRACTOR'S submittal of its last application for progress payment.

**56. GOVERNING LAW**

The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California. Wherever applicable each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.

**57. VENUE**

This Contract will be executed and performed within the City and County of Los Angeles, California.

**58. NO WAIVER OF RIGHTS**

Neither the inspection by the CITY, nor any order by the CITY for payment of money, nor any payment for or acceptance of the whole or any part of the Work by the CITY, nor any extension of time, nor any possession taken by the CITY, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the CITY, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**59. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the CONTRACTOR of final payment shall release the CITY, the PROJECT MANAGER, the INSPECTOR, their officers, agents, representatives, or employees, as representatives of the CITY, from all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the Work and every act of the CITY relating to or arising out of the Work.

**60. PATENTS AND COPYRIGHTS**

The CONTRACTOR shall include in its bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The CONTRACTOR shall indemnify and hold the CITY harmless from any legal action that may be brought for infringement of patents. The CONTRACTOR'S attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The CONTRACTOR shall bear all costs arising from the use of patented goods and /or processes used on and/or incorporated into the Work. When use of these goods and/or processes are judged to be an infringement and their use is banned, the Contractor, at its own expense, shall, with concurrence of the PROJECT MANAGER, do one of the following:

1. Secure for the CITY the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);
2. replace said goods and/or processes with non-infringing goods and /or processes;
3. modify said goods and/or processes so that they become non-infringing; or

4. remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the CITY.

The preceding Subarticle shall not apply to any goods manufactured to the detailed design of the CITY contained in the Contract Documents.

#### **61. PUBLIC RECORDS ACT**

All records, documents, plans, specifications and all other information relating to the conduct of the CITY's business, including information submitted by the CONTRACTOR, shall become the exclusive property of the CITY and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 *et seq.*).

Under no circumstances, will the CITY be responsible or liable to the CONTRACTOR, submitter or any other party for the disclosure of any records or information submitted to the CITY, regardless of whether such records or information are labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" (or words to similar effect) and regardless of, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the CITY or its officers, employees, and/or contractors.

The CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act", including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the CITY's sole involvement will be as a stake holder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the CITY harmless from all costs and expenses including attorneys' fees, in connection with such action.

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## GENERAL

### 1. ABBREVIATIONS AND REFERENCE STANDARDS

#### A. ABBREVIATIONS

Wherever the following abbreviations are used they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	The Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
CBM	Certified Ballast Manufacturers
CRS	Concrete Reinforcement and Steel Institute
EPA	Environmental Protection Agency
ETL	Department of Building & Safety Electrical Test Laboratory
FCI	Fluid Control Institute, Inc.
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
LABC	City of Los Angeles Building Code
NAAMM	National Architectural Association of Metal Manufacturers
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NOAA	National Oceanic and Atmospheric Administration (Dept. of Commerce)
OSHA	Occupational Safety and Health Administration (Dept. of Labor)
PCA	Portland Cement Association
RCSC	Research Council on Structural Connections of the Engineering Foundation

SAMA	Scientific Apparatus Manufacturer's Association
SSPWC	Standard Specifications for Public Works Construction
SWRCB	State Water Resources Control Board
UBC	Uniform Building Code, International Conference of Building Officials
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WATCH	Work Area Traffic Control Handbook
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

## B. REFERENCE STANDARDS

1. APPLICABLE PUBLICATIONS - Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
2. SPECIALISTS' ASSIGNMENTS - In certain instances, specification text requires (or implies) that specific Work is to be assigned to specialists or expert entities, which must be engaged for the performance of that Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.
3. CODES AND SAFETY STANDARDS - Without limiting the generality of other requirements of the Specifications, Work specified herein shall conform to or exceed the applicable requirements of the following Codes and Safety Standards.
  - a. Applicable Codes:
    - City of Los Angeles Building Code
    - City of Los Angeles Mechanical Code
    - City of Los Angeles Plumbing Code
    - City of Los Angeles Fire Code
    - City of Los Angeles Electrical Code
  - b. References herein to "Building Code" shall mean City of Los Angeles Building Code. Similarly references to "Mechanical Code," "Plumbing Code," "Fire Code," and "Electric Code" shall mean City of Los Angeles Mechanical Code, City of Los Angeles Plumbing Code, City of Los Angeles Fire Code and City of Los Angeles Electric Code respectively.
  - c. Applicable Safety Standards:
    - OSHA Regulations for Construction
    - OSHA Standards
    - Cal-OSHA
  - d. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
  - e. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
  - f. References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, as amended to date, and all changes and amendments thereto which are effective as of the date of construction.
  - g. The latest edition of the codes as approved and adopted for use by the CITY as of the date

of award shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

4. STANDARD SPECIFICATIONS - References in the Contract Documents to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction (SSPWC), including all current supplements, addenda, and revisions thereof, except that the provisions therein for measurement and payment shall not apply.
5. STANDARD PLANS - References herein to "Standard Plans" shall mean the Standard Plans issued by the City of Los Angeles which drawings are hereby incorporated in and made a part of these Contract Documents, and copies of which are available for a fee.
6. CONFLICT BETWEEN CODES, SAFETY STANDARDS, REFERENCE STANDARDS, DRAWINGS AND OTHER CONTRACT DOCUMENTS - In case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. Conflicts shall be brought to the attention of the PROJECT MANAGER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid for the most stringent requirements.

## **CONTRACT DOCUMENTS**

### **2. ISSUANCE OF PLANS AND SPECIFICATIONS**

- A. Unless otherwise provided in the Contract Documents, the PROJECT MANAGER will furnish to the CONTRACTOR TEN (10) sets each of the Plans, Specifications and, Geotechnical Report without charge. Additional sets desired by the CONTRACTOR or Subcontractors will be furnished upon request, but at the CONTRACTOR's expense.
- B. Drawings, Specifications, Special Provisions, and copies thereof are the property of the CITY. They are not to be used on other work. Necessary bid documents will be available to prospective bidders. Bidders will be issued plans and specifications for a fee. This fee is stated in the "Notice Inviting Bids" of the Contract Documents.
- C. Standard Plans for the CITY, which are noted on the drawings, are available for a fee. Also see the City of Los Angeles, Bureau of Engineering Web pages for Standard Plans at [www.cityofla.org/boe/index](http://www.cityofla.org/boe/index).

### **3. DIVISIONS OF SPECIFICATIONS**

The specifications are arranged into the Construction Specifications Institute (CSI) sixteen (16) Division format with an additional Division 17 for Instrumentation and Controls (if applicable).

- A. The organization of the Specifications into divisions, sections, parts, and paragraphs shall not control or limit the CONTRACTOR in dividing the Work among Subcontractors of any tier. The CONTRACTOR shall be solely responsible for all subcontract arrangements of Work regardless of the organization of the specifications.
- B. Titles of Specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

## **THE CONTRACTOR'S RESPONSIBILITIES**

### **4. SITE SECURITY**

- A. In addition to the responsibilities specified in other Articles of these Requirements, and the General Conditions, the CONTRACTOR shall be responsible for the security of all its construction equipment, materials, tools, facilities, and vehicles (personal, private, or contractual) while performing the Work of this Contract. This requirement shall be effective twenty-four (24) hours per day for the duration of the Contract. CONTRACTOR shall familiarize themselves with the location of the job site and scan the premises by means necessary to protect the property, including but not limited to, provision of fencing, guards, security system or other means as necessary.

### **5. ENVIRONMENTAL CONTROL AND MITIGATION**

A. CONTROL

1. Fugitive Dust and Smoke Control:

Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.

a. Criteria for Fugitive Dust - Detailed descriptions and explanations of specific impact mitigation measures are contained in South Coast Air Quality Management District (SCAQMD) Rules and Regulations (Rule 403, Limitation on Fugitive Dust Emissions). Key features of mitigation options described are as follows:

- i. Do not cause or allow emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in atmosphere beyond property line of the emission source.
- ii. Take precautions to minimize fugitive dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste. Utilizes at least one Reasonably Available Control Measure (RACM) for each potential source of fugitive dust. Do not cause or allow particulate matter to exceed 50 mg/m<sup>3</sup> when determined as difference between upwind and downwind samples collected on high volume particulate matter samplers or other EPA approved equivalent method for PM-10 monitoring at the property line for a five hour period during the time of active operations.
- iii. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of their operations. Precautions include, removal of particulate matter from equipment before movement to paved streets or prompt removal of material from paved streets onto which such material has been deposited.

b. As A minimum - Use the following procedures and techniques:

- i. Cover loads of materials, debris and soil transported from construction sites. Trim or remove loose material from loads before leaving Project.
- ii. Daily or more frequently, if necessary, water down and sweep adjacent streets and sidewalks that have construction vehicles carrying debris and excavated materials.
- iii. Establish regular cycles and locations for cleaning trucks that haul soil from site.
- iv. Water down construction sites whenever required to suppress dust, particularly during handling of excavation soil or debris or during demolition.
- v. If conveyors are used, cover all transfer points along conveyor system moving soil. Minimize drop height to the stockpile. Provide a sprinkler system that will apply water to soil before it drops to stockpile.
- vi. Any adapted measures developed by SCAQMD on Best Available Control Measures (BACM) for Fugitive Dust and Rule 403 will be incorporated into the site operations for Fugitive Dust Control.
- vii. Burning of wastes is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
- viii. Use construction equipment designed and equipped to prevent or control air pollution in conformance with most restrictive regulations of EPA, State and local authorities. Maintain evidence of such design and equipment and make available for inspection by Authority or its designee.
- ix. Establish and maintain records of routine maintenance program for internal combustion engine powered vehicles and equipment used on Project. Keep records

available for inspection by Authority or its designee.

- x. Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.
- xi. Implement Fugitive Dust Measures listed in tables 1 and 2 of SCAQMD Rule 403 and perform record keeping in accordance with Sections (e)(1) of said rule. Make records available to Authority or its designee for inspection.

2. Rubbish Control

- a. Through all phases of construction, including suspension of Work and until final acceptance of the Project, keep the site of the Work and other areas used by it in a neat and clean condition, and free from an accumulation of rubbish and debris. Dispose of rubbish and waste materials of any nature occurring at the worksite and establish regular intervals of collection and disposal of such materials and waste. Keep CONTRACTOR haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Take care to prevent spillage on haul routes. Remove such spillage immediately and clean the area. Confine equipment and material storage to areas approved by the PROJECT MANAGER. Dispose of rubbish and surplus materials off the construction site, at the CONTRACTOR's expense, in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the OSHA Safety and Health Standards for Construction. Include cleanup cost in the CONTRACTOR's Bid.

3. Sanitation

- a. Fixed or portable chemical toilets shall be provided for the use of the CONTRACTOR's employees. These accommodations shall be maintained in a neat and sanitary condition. Toilets at construction job sites shall conform to the requirements of Title 8, California Code of Regulations.
- b. Wastewater conveyance and disposal shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill. Establish a regular schedule for collection of sanitary and organic waste. Dispose of wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations away from the site in a manner satisfactory to the INSPECTOR and in accordance with laws and regulations pertaining thereto. Dispose of such wastes at the CONTRACTOR's expense.

4. Chemicals

The following paragraph does not relieve the CONTRACTOR from its responsibility for obtaining prior approval from the PROJECT MANAGER for chemical usage when otherwise required.

- a. Provide four (4) copies of the MSDS to the PROJECT MANAGER for all chemicals used during Project construction or furnished for Project operation, prior to bringing them on site, whether soil conditioning agents, lubricants, defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, soil conditioning agents, lubricants, reactant, or of other classification, which shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

5. Odor Control

- a. The CONTRACTOR shall furnish all labor, materials, and equipment required and shall carry out effective measures wherever and as often as necessary to prevent the discharge of a nuisance odor from its operation into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. During construction, the CONTRACTOR

shall notify the PROJECT MANAGER and the INSPECTOR at least forty-eight (48) hours in advance when potential odor-causing activities are scheduled for construction.

6. Noise and Vibration - Comply with requirements of CITY noise ordinances and mitigation specified below.

a. Lighting – Shield worksite lighting to prevent disturbance to adjacent properties.

B. MITIGATION

1. General

a. The CONTRACTOR shall mitigate the adverse environmental impacts associated with the Work of the Contract. The CONTRACTOR shall indemnify and hold harmless the CITY from any and all fines, penalties or damages incurred by the CITY for violation of any environmental mitigation measures or permit caused by the CONTRACTOR's failure to comply with environmental mitigation measures of this Article. The measures that the CONTRACTOR shall take to mitigate environmental impacts include, but are not limited to the following:

b. The CONTRACTOR, a minimum of thirty (30) days prior to beginning Work on each new major activity, shall submit a written plan to the PROJECT MANAGER, detailing how the environmental impacts for the activity shall be mitigated. The plan shall include, at a minimum:

- i. Anticipated site conditions;
- ii. Equipment to be utilized;
- iii. Means and methods of construction;
- iv. Impacts likely to occur;
- v. Mitigation methods to be employed.

2. Storm Water Pollution Control

a. Comply with the State General Construction Activity Storm Water Permit.

b. Minimum Water Quality Protection Requirements – The Contractor is required to meet the following minimum standards of good housekeeping:

- i. Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, swales, area drains, natural drainage, or wind.
- ii. Stockpiles of earth and other construction-related materials must be protected from being transported from the site by wind or water.
- iii. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil nor the surface waters. All approved toxic storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
- iv. Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete wastes on-site until they can be appropriately disposed of or recycled.
- v. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
- vi. Sediments and other materials may not be tracked from the site by vehicle traffic.

The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public ways. Accidental depositions must be swept immediately and may not be washed down by rain or by any other means.

- c. Wet Weather Erosion Control Plan (WWECP) – Pursuant to Section 61.02 of the LAMC, whenever it appears that the construction site will have grading between October 1 and April 15, the Contractor shall submit a WWECP to the Project Manager for approval within 30 days after award of contract or get approval 30 days prior to the beginning of the rainy season, whichever is longer. Note: Guidance on preparing the WWECP can be found in the Development Best Management Practices Handbook – Part A, Construction Activities adopted by the Board of Public Works on August 2, 1999, as authorized by Section 64.72 of the Los Angeles Municipal Code. This handbook can be obtained at cost at the public/permit counters of the Bureau of Engineering.
  - d. The Contractor shall file a “Notice of Intent” (NOI) with the State Water Resources Control Board to comply with the California General Construction Activity Stormwater Permit (NPDES No. CAS000002) and prepare and implement a Stormwater Pollution Prevention Plan (SWPP). Whenever the CONTRACTOR is required to get any type of permit from the Department of Building and Safety (DBAS), the CONTRACTOR shall show a Waste Discharge Identification Number (WDID) to the DBAS as proof of submittal of the NOI. If the CONTRACTOR does not need any type of permit from the DBAS, the CONTRACTOR shall show the WDID to the PROJECT MANAGER.
3. Noise and Vibration
- a. General
    - i. The Work specified in this Article consists of eliminating excessive noise and vibration generated by construction activities, complying with applicable noise regulations and specifications requirements, monitoring and reporting noise and vibration measurements.
    - ii. Use equipment with effective noise-suppression devices and employ other noise control measures such as enclosures and noise barriers necessary to meet the noise limits specified and to protect the public. Schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the construction activities and to occupants of buildings in the vicinity of the construction activities.
    - iii. Noncompliance Corrective Action – If, at any time prior to or during the construction, complaints are received from the public, the PROJECT MANAGER shall direct the CONTRACTOR to undertake immediate corrective action through equipment modification, additional noise abatement equipment or a change in operating procedures.
  - b. Construction Vibration
    - i. Ground-borne vibrations from equipment may have the potential of causing an impact to the existing structure. The CONTRACTOR shall mitigate and/or repair any damage caused by vibration.

## 6. MOBILIZATION

### A. GENERAL

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the work:

1. Obtaining all permits, insurance, and bonds.
2. Moving onto the job-site all CONTRACTOR's plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.
4. Installing temporary construction power and wiring.
5. Establishing fire protection system for its temporary facilities.
6. Developing construction water supply.
7. Providing field office trailers for the CONTRACTOR AND INSPECTOR, complete with all specified furnishings and utility services, including telephones.
8. Providing connections to onsite sanitary facilities as specified.
9. Providing for potable water facilities as specified. This includes a means by which all on site contractor, subcontractor or supplier personnel can wash their hands with soap.
10. Arranging for and erection of CONTRACTOR's work and storage yards and sheds.
11. Submittal of all required Subcontractor insurance certificates and bonds.
12. Posting all CAL-OSHA required notices and establishment of safety programs.
13. Have the CONTRACTOR's representative at the job site full time.
14. Furnishing of Construction Schedule, Bid Breakdown and Submittal Schedules.

## B. TEMPORARY CONSTRUCTION UTILITIES AND WORKSITE FACILITIES

The Contractor shall provide the following worksite facilities, as indicated below:

- Yes (1) The Contractor shall provide adequate sanitary conveniences for use of persons employed on the work. These conveniences shall be properly secluded from public observation and maintained in a neat and sanitary condition in the manner and places required by the Project Manager. The use of these conveniences shall be strictly enforced, and they shall be maintained at all times until completion of the work, when they shall be removed from the premises and the area left clean and free from any nuisance. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwelling and camps.
- Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.
- No (2) The Contractor shall provide the power and light needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the City Department of Water and Power; assume all costs; and make and remove all connections to power facilities as necessary for required tests.
- No (3) The Contractor shall provide the water needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the City Department of Water and Power; assume all costs; and make and remove all connections to water facilities as necessary for required tests.
- No (4) The Contractor shall provide the gas needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the Gas Company; assume all costs; and make and remove all connections to gas facilities as necessary for required tests.
- Yes (5) The Contractor shall provide a temporary shed on the site for the safe storage of his material and equipment. The floor shall be weathertight with a wood floor above grade. The shed shall be removed upon completion of the work or by order of the General Manager.
- No (6) The Contractor shall provide an office for the Inspector for the entire period of construction or until the General Manager orders its removal. The office, to be located as the General Manager directs, shall be weathertight and have not less than 100 square feet floor area; screened windows that open in opposite walls; a door with latch set and hasp for padlocking; a built in counter of sufficient size for a full set of job blue prints with a drawer for filing 9" x 12" folders; a stool and a plan rack for drawings; an electric heater, a 12" electric fan and electric lights.
- Yes (7) The Contractor shall provide a job telephone for the use of City personnel only. The Contractor shall make all necessary arrangements with the telephone company; assume all costs and pay for all calls. The telephone is to be located so that it is easily accessible from the job office and provided with an outside extension bell.
- Yes (8) The Contractor shall maintain temporary drainage to keep excavations, pits and trenches free of water accumulation, by pumping if necessary. The Contractor shall protect against damage caused by water backing up in sewers and drains.
- Yes (9) The Contractor shall exercise every reasonable precautions to protect channels, storm drains and bodies of water from pollution; and shall conduct and schedule construction operations so as to minimize or avoid muddying and silting of said channels, drains and waters. Water pollution control work shall consist of constructing any facilities which may be required to prevent, control and abate water pollution.

The Project Manager, authorized representative of the General Manager, in charge of this project is:

**Erick Chang at (213) 847-4771**

All correspondence should be addressed to the Project Manager at:

**Department of Public Works, Bureau of Engineering  
Recreation and Cultural Facilities Program  
1149 S. Broadway, Suite 860,**

## 7. REMOVAL, CLEANUP, AND DEMOBILIZATION

- A. Upon completion of the contracted Work, remove all CONTRACTOR tools, materials and other articles from the CITY's property. Should the CONTRACTOR fail to take prompt action to this end, the CITY at its option and without waiver of such other rights as it may have, on thirty (30) calendar days notice, may treat them as abandoned property. Sweep floors broom clean, clean exterior and interior surfaces and windows and remove rubbish and debris resulting from the contracted Work and maintain the job site in a clean, orderly and safe condition at all times until completion of the physical Work and written Notice of Partial Acceptance. Failure to comply with this requirement shall be grounds for the CITY to assess clean-up costs in the amount of 5% of the mobilization cost.

## 8. RECORD DRAWINGS

- A. Record Drawings are full size drawings (Plans) which are marked up during construction to delineate the actual in-place constructed conditions. Record Drawings shall be provided by the CONTRACTOR for this Project. Requirements for Record Drawings as specified elsewhere shall supplement the requirements specified herein.
- B. Record Drawings shall include all changes in the plans including those issued as Change Orders, Plan Clarifications, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the Project but not shown on the plans. Substructures encountered while excavating that are left in place shall be located by survey, to the satisfaction of the PROJECT MANAGER, shown, and identified on the Record Drawings. Substructures, including but not limited to concrete structures, electrical conduit and duct banks, drains and sanitary sewer pipelines, process piping, water lines, etc, whose installed location differs from that shown on the original plans shall be precisely located by survey to the satisfaction of the PROJECT MANAGER and recorded on the as-built drawings before backfilling.
- C. Mark Record Drawings with red ink or chemical fluid on one (1) set of full size prints to produce a record of the complete installation. Prepare additional drawings that may be required to indicate record conditions on 24" x 36" paper. Additions to Contract Drawings shall employ and use drafting standards, which are consistent with the drafting standards, used in the Contract Drawings.
- D. Keep Record Drawings on the job and update during construction and make available for the PROJECT MANAGER'S inspection and copying at all times. The PROJECT MANAGER will review the Record Drawings before submittal of monthly payment requests. If in the opinion of the PROJECT MANAGER, the Record Drawings are not current, approval of the monthly payment may be withheld until the drawings are made current. Submit a signed certification with each monthly payment request stating that the Record Drawings are current and accurate as of the date of the payment request.
- E. Where the plans are diagrammatic or lacking precise details, produce dimensioned full size sheets as the Record Drawings. For installations outside of structures, the locations shall be given by coordinates and elevations. Where substructures are encased in concrete, the outside dimensions of the encasement shall also be given.
- F. In the case of those drawings which depict the detail requirements for equipment to be assembled and wired in the factory, the Record Drawings shall be updated by indicating those portions which are superseded by final Shop Drawings and by including appropriate reference information describing the Shop Drawings by manufacturer, drawing and revision numbers.
- G. At the completion of the Work and after final inspection, copy the Record Drawing (as installed) data, using red ink, onto a new set of high quality prints provided by the CITY. Certify to the completeness and accuracy of the "as installed" information indicated on the prints with its signature. Then deliver as a submittal to the PROJECT MANAGER for review and approval both the field developed prints and the final signed prints as a condition precedent to the CITY'S release of any retained funds.

## 9. EXCAVATION SHORING, FORMS, AND FALSEWORK

- A. Whenever Work under the Contract involves trench excavation five (5) feet or more in depth, or any kind of shoring, design and prepare plans for the required shoring, bracing, and sloping. In addition to the Division 2 specified requirements, submit plans and calculations to the PROJECT MANAGER in advance of excavation to ensure workers' protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards established by the Cal-OSHA Construction Safety Orders, the plan shall be prepared by a California registered civil or structural PROJECT MANAGER employed by the CONTRACTOR, and include all costs therefore in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Article shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Article shall be construed to impose liability on the CITY, PROJECT MANAGER, INSPECTOR, or any of their officers, agents, representatives, or employees.
- B. Secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs". This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.
- C. Comply fully with the requirements of the Cal-OSHA Construction Safety Orders, regarding the design of forms, false work, and shoring for concrete placement, and the inspection of same before placement of concrete. Where the Construction Safety Orders requires the services of a civil PROJECT MANAGER registered in the State of California to approve design calculations and Working Drawings of the false work or shoring system, to inspect such system prior to placement of concrete, employ a registered civil PROJECT MANAGER for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.
- D. No Work under this Article shall start until the PROJECT MANAGER has accepted the plans and the CONTRACTOR has obtained permits required and furnished a copy to the PROJECT MANAGER.

## 10. SUBMITTALS

- A. Furnish a schedule and list of required submittals to the PROJECT MANAGER, in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these General Requirements, including required submittals by Subcontractors.
- B. Wherever called for in these specifications or on the plans, or where required by the PROJECT MANAGER, furnish to the PROJECT MANAGER for review 10 copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, Shop Drawings, Working Drawings fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, Submit said submittals to the PROJECT MANAGER at a time sufficiently early (see paragraph F. below) to allow review of same by the PROJECT MANAGER and to accommodate the rate of construction progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. Submittals shall be in English.
- C. Design or Shop Drawings or other submittal shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. A submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the PROJECT MANAGER'S discretion, for resubmittal.
- D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the PROJECT MANAGER.

- E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching Work; and other pertinent details. When required, PROJECT ENGINEERING computations shall be submitted. Be responsible for delivering reviewed copies of Shop Drawings to all others whose Work is dependent thereon. Maintain at the site of the Project, a complete file of approved Shop Drawings and manufacturers' data for this Project, at all times.
- F. Except as may otherwise be provided herein, the PROJECT MANAGER will make a reasonable attempt to return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within 30 calendar days following their receipt by the PROJECT MANAGER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the PROJECT MANAGER by the second submission of a submittal item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the PROJECT MANAGER's review beyond the third submittal. Submittal will be returned to the CONTRACTOR with one of three (3) markings:
- G. If three (3) copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN/PROCEED," formal revision and resubmission of said submittal will not be required.
- H. If three (3) copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY," formal revision and resubmission of said submittal will not be required.
- I. If one (1) copy of a submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT/DO NOT PROCEED," revise said submittal and resubmit TEN (10) copies of said revised submittal to the PROJECT MANAGER.
- J. Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the PROJECT MANAGER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN/PROCEED," or "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY." Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra Work.
- K. CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the PROJECT MANAGER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the PROJECT MANAGER of any CONTRACTOR submittal will be made for any items that have not been so certified by the CONTRACTOR. Non-certified submittals will be returned to the CONTRACTOR without action taken by the PROJECT MANAGER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- L. The PROJECT MANAGER's review of CONTRACTOR submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the specifications. Assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other Work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR's risk and expense. Be responsible for the dimensions and the design of adequate connections and details.

## 11. SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL

- A. Make "Or Equal" submittals within thirty (30) calendar days after issuance of Notice-to-Proceed. A request or submittal received after the specified period will be considered as NOT EQUAL to that so specified and will be processed as a substitution described hereinafter.
- B. Clearly identify manufacturers' data submitted to the PROJECT MANAGER for review and acceptance each proposed substitute with the corresponding Contract Drawing detail and Specification section. If the PROJECT MANAGER decides to accept for use in the Project a material, process or article which is not the equal of that specified, make substitution in the manner described in Article 52 CHANGES AND

EXTRA WORK of the General Conditions, with a credit to the CITY for the difference in value.

- C. The PROJECT MANAGER will determine whether the material offered is equivalent to that specified. Any revision to structures, piping, mechanical, electrical, instrumentation, or any other Work made necessary by such substitution must be approved by the PROJECT MANAGER, and the entire cost both direct and indirect of these revisions shall be borne by the CONTRACTOR.
- D. Materials, processes, or articles may be requested as a substitution by the CONTRACTOR, in lieu of that specified, under the following conditions:
  - 1. Submit in writing and in the manner described in SUBMITTAL of these General Requirements.
  - 2. Submit thirty (30) calendar days before starting the Work, as established by the PROJECT MANAGER, so as not to cause any delay in completion of the Project. No other request will be considered after expiration of the period specified, except that in exceptional cases where it is determined to be in the best interest of the CITY, as approved by the PROJECT MANAGER.
  - 3. Agree to pay for all PROJECT ENGINEERING and design services, if required, to make changes and adjustments in material and Work of trades directly or indirectly affected by the substitute, to the satisfaction of the PROJECT MANAGER, at no cost to the CITY.
  - 4. All requests for substitution shall be made through the CONTRACTOR. Submissions by the CONTRACTOR shall imply the CONTRACTOR's approval of such substitution.
  - 5. No requests for substitutions will be considered during the bidding period.
  - 6. Furnish adequate data with each request for approval of a substitute to enable the PROJECT MANAGER to evaluate the proposed substitution.

## **MATERIALS, EQUIPMENT, AND APPLIANCES**

### **12. SURVEYING**

#### **A. DEFINITIONS**

- 1. CONTRACTOR's Surveyor - Shall be a registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying by the State of California in compliance with Business and Professions Code Section 8700, *et. Seq.* cited as the Land Surveyor's Act.
- 2. Construction Stakes - Durable markers that will maintain elevations, station, and offset for the duration of use as reference markers for construction.
- 3. Surveying - Described in Section 8726 of the Land Surveyor's Act.
- 4. Survey Manual - City of Los Angeles, Bureau of PROJECT ENGINEERING Manual, Part J – Survey.

#### **B. SURVEY SERVICES**

- 1. The CONTRACTOR's Surveyor shall comply with State Law and the latest edition of the Standard Specifications for Public Works Construction, "Green Book", and its supplement.
  - a. The contractor shall employ the Contractor's Surveyor.
  - b. All work shall utilize CCS 83, Zone 5, and NAVD 88 control systems.
  - c. CONTRACTOR's Surveyor to utilize horizontal & vertical control provided by PROJECT MANAGER and referenced on drawings.
  - d. Work shall conform to the lines, elevations, and grades shown on the plans.
  - e. CONTRACTOR's Surveyor shall notify the PROJECT MANAGER, in writing, of all material discrepancies between existing survey control and the current Work. Any material discrepancies shall be resolved prior to start of construction.
  - f. During progress of construction, CONTRACTOR's Surveyor to provide surveying services



Such inspection may include mill, Plant, shop or field inspection, as required. The INSPECTOR shall be permitted access to all parts of the Work, including Plants where materials or equipment are manufactured or fabricated. Materials and articles furnished by the CONTRACTOR shall be subject to inspection, and no materials or articles shall be used in the Work until they have been inspected and accepted by the INSPECTOR.

- C. Do not backfill, bury, cast concrete, hide or otherwise cover Work until it has been inspected by the INSPECTOR, and other Agencies from which a permit is required. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, notify the INSPECTOR not less than forty-eight (48) hours in advance to request inspection before beginning such Work of covering. Failure of the CONTRACTOR to notify the INSPECTOR at least forty-eight (48) hours in advance of such inspections will be cause for the INSPECTOR to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective Work required, and costs of such delays, including its effect upon other portions of the Work, shall be borne by the CONTRACTOR. Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the CONTRACTOR. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, such Work shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed therefore.
- D. The presence of the PROJECT MANAGER or the INSPECTOR, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the PROJECT MANAGER or the INSPECTOR. If the CONTRACTOR fails to replace any defective or damaged Work or material after reasonable notice, the INSPECTOR may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the CONTRACTOR, otherwise the CONTRACTOR shall pay the CITY if there remains insufficient or no amount to be paid by the CITY to the CONTRACTOR.
- E. The INSPECTOR will have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the INSPECTOR, through an oversight or otherwise, has not rejected materials or Work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the INSPECTOR upon discovery. Promptly remove rejected articles or materials from the site of the Work after notification of rejection. Costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.
- F. At the completion of Work, after completion of all corrections, a final inspection will be made by the INSPECTOR, the PROJECT MANAGER, and the CONTRACTOR, as applicable. The INSPECTOR will provide a Final Inspection Correction List itemizing all Work necessary to complete the Project satisfactorily.

## 15. SAMPLING, TESTING AND FABRICATION INSPECTION

### A. GENERAL

1. Materials and fabricated articles furnished by the CONTRACTOR may be subject to inspection and testing and no materials or fabricated articles shall be incorporated into the Work until they have been accepted by the INSPECTOR. The CONTRACTOR shall ensure that all items requiring shop inspection are inspected at their source as required by the CONTRACT.
2. Fabrication may be subject to inspection by the INSPECTOR, to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. The PROJECT MANAGER or INSPECTOR shall be permitted access to all parts of the Work, including Plants where materials or equipment are manufactured or fabricated. When a third party inspector is approved, meetings may be scheduled with the PROJECT MANAGER or INSPECTOR at the manufacturing facility to review the progress of the Work and the inspection activities.
3. Fabricate items using Shop Drawings that have been submitted to the PROJECT MANAGER and approved in accordance with SUBMITTALS of the GENERAL REQUIREMENTS. Provide shop inspection on materials and/or equipment so designated on the CONTRACTOR's approved Shop Drawings.
4. Material which is subject to or requires shop inspection and arrives at the job site without inspection by the INSPECTOR will be rejected by the INSPECTOR and shall be removed from the job site by the CONTRACTOR at the CONTRACTOR's sole expense.

### B. SAMPLES AND TEST SPECIMENS

1. CONTRACTOR shall obtain, perform and pay for all testing. Testing shall be performed at a certified laboratory approved by the PROJECT MANAGER.
2. Samples and test specimens required under these specifications shall be furnished, prepared for testing, and delivered, to the approved testing laboratory at no cost to the CITY.
3. In addition to any other inspection or quality assurance provisions that may be specified, the PROJECT MANAGER or the INSPECTOR shall have the right to independently select, test, and analyze, at the expense of the CITY, additional test specimens of any or all of the materials to be used. Whenever any portion of the Work fails to meet the requirements of the specifications as shown by the results of independent testing or investigation all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work shall be borne solely by the CONTRACTOR.
4. When the manufacturer, fabricator, supplier, or subcontractor provides the results of tests from samples taken at the mill, factory, or warehouse, the PROJECT MANAGER or INSPECTOR will accept the test reports provided the following conditions are met:
  - a. The Testing Agency was approved by the PROJECT MANAGER or INSPECTOR prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.
  - b. The tests were performed in conformity with the specifications for the specified materials or items.
  - c. The reports are made in the form of an affidavit specified hereinafter.
5. Whenever the approved independent testing laboratory or inspector takes samples of materials other than at the site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the INSPECTOR in the form of affidavits attested to by the testing agency. Such affidavits shall furnish the following information with respect to the material sampled:
  - a. Manufacturer's name and brand.
  - b. Place of sampling.

- c. Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.
  - d. Amount of material in the lot sampled.
  - e. Statement that the material has passed the requirements.
  - f. Notarized signature and title of the person making the affidavit and the date of execution of the affidavit.
6. THIRD PARTY INSPECTION REQUIREMENTS
- a. The proposed third party inspection and/or testing company must gain approval by the PROJECT MANAGER after award. Obtain this approval before producing any material or manufacturing any product or equipment. The approved inspection and/or testing agency shall not sublet or assign its Work to any other agency.
  - b. Comply with requirements as identified in the CONTRACT.
  - c. The Work and activities of the third party inspection and/or testing agency shall be monitored by the INSPECTOR during meetings to ensure compliance with the Contract Documents.
7. THIRD PARTY TESTING AND INSPECTION LABORATORY APPROVAL PROCEDURES
- a. The PROJECT MANAGER will approve third party inspection and/or testing agencies/laboratories.
  - b. Requests for approval of a third party inspection agency and/or test laboratory shall be in writing from the CONTRACTOR to the PROJECT MANAGER.
  - c. The letter requesting approval of a third party test laboratory and/or private inspection agency shall contain all of the following information:
    - i. Complete title of Project.
    - ii. Project Work order number.
    - iii. Name of proposed testing laboratory or inspection agency.
    - iv. Address and telephone number of proposed testing laboratory/inspection agency.
    - v. Contact person at proposed testing laboratory/inspection agency.
  - d. The PROJECT MANAGER will notify the CONTRACTOR by letter if the testing laboratory/inspection agency has been approved.

## 16. GUARANTY/WARRANTY

- A. The CONTRACTOR shall and does hereby warrant and guaranty that Work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of the Project by the Recreation and Park Commission, except certain specific items of Work, materials and equipment requiring a guaranty or warranty for a greater period of time as hereinafter specified. In the event, that portions of the Work are sufficiently complete to allow use or occupancy by the CITY in the manner and for the purposes intended prior to final completion and acceptance of the Project, the guarantee period for those portions will commence on the date shown on the Statement of Partial Completion.
- B. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects. The CONTRACTOR shall repair or replace, at no cost to the CITY, any and all such defective Work and all other Work damaged thereby, which becomes defective during the term of the above-mentioned guaranties and warranties.
- C. Within thirty (30) calendar days prior to completion of all Work the CONTRACTOR shall submit to the PROJECT MANAGER original copies of all manufacturers guaranties covering all supplied and installed equipment and, where applicable, systems.

- D. In addition to the requirements of Contract Bonds, of the General Conditions, it shall be understood that the Surety for the faithful performance bond, submitted in conformance with the terms of the Contract for this Project, is liable on its bond for all obligations of the CONTRACTOR including guaranty provisions.
- E. The CONTRACTOR shall, within twenty-four (24) hours of notice from the PROJECT MANAGER of any Work not in accordance with the requirements of the Contract, or any defects in the Work, commence and prosecute with due diligence all work necessary to fulfill the terms of this Article and to complete the Work within a period of time as approved by the PROJECT MANAGER. In the event of failure by the CONTRACTOR and/or its surety to respond to the notice or to complete the Work required by this Article within the time specified, the CITY shall proceed to have such Work done at the CONTRACTOR's expense. The CONTRACTOR or its Surety shall promptly reimburse the CITY all direct and indirect cost associated with performing this Work.

#### **17. STORAGE OF MATERIALS AND EQUIPMENT**

- A. Store and protect materials and equipment in accordance with the manufacturer's instructions, with seals and labels intact and legible. Exercise measures necessary to ensure preservation of the quality, quantity, and fitness of the materials or equipment and perform the manufacturers recommended maintenance of the material or equipment. Absorb any and all cost incurred to store, protect, and maintain the materials and equipment without modification to the Contract Amount.
- B. Do not store construction materials in streets, roads, or highways for more than 5 days after unloading. Materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.
- C. Do not store construction equipment at the worksite before its actual use on the Work, nor after use for more than 5 days after it is no longer needed.
- D. Excavated material, except that which is to be used as backfill in the adjacent trench within three days shall not be stored in public streets unless otherwise permitted. Remove excess material after placing backfill from the site immediately.

#### **PROGRESS OF THE WORK**

#### **18. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

- A. After notification of award and prior to start of any work, the Contractor shall submit its Schedule of Values to the Project Manager for review and approval. Upon approval of the Schedule of Values, and prior to start of any contract work, other than mobilization, the Contractor shall submit its Baseline Schedule to the Project Manager for acceptance. The Baseline Schedule shall be based on the approved Schedule of Values. The approved Schedule of Values work items shall be the basis for the construction elements for the accepted Baseline Schedule and the Monthly Billing items. As a minimum the Baseline Schedule shall indicate the work plan of all specifications sections. The Baseline Schedule shall include, but is not limited to: all items noted on I.2.a. through I.2.f. and I.2.h. through I.2.o. The Baseline Schedule shall recognize the protection, removal, or relocation of utilities and how they affect construction. The Baseline Schedule shall also reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence as indicated in the Notice-to-Proceed letter. The Work shall start within 10 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications or as modified through change order.

Upon acceptance of the Baseline Schedule by the Project Manager, the Contractor shall maintain a copy of the accepted schedule in the jobsite office, recording thereon progress of the work at the end of each calendar week.

- B. Methodology: The Baseline Schedule and all Updated Progress/Recovery Construction Schedules (UPRS) shall be in the form of a Critical Path Method schedule showing chronological relationship of all activities of the project. The principles and definitions of the terms used herein shall be as set forth in the Associated General Contractor's publication "As-Planned CPM Schedule - Handbook", latest edition. To the extent there are any conflicts between the Associated General Contractor's publication and the Specifications, the Specifications shall govern. The Contractor shall utilize Primavera Sure-Trak 3.0 or

Microsoft Project 2000 as the computer program for formatting the Baseline Schedule, and subsequent updated schedules.

- C. The Contractor shall have the right to complete the job in advance of the scheduled completion date and within the allowable days allotted for the project. In the event that the Contractor elects to finish the project in advance, a Change Order shall be issued to reflect reduced duration and revised completion date. The Contractor shall not be entitled to any additional compensation for early project completion.
- D. A schedule showing the Work completed in less than the Contract Time, which has been accepted by Owner and amended by Change Order, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both City and Contractor. No compensation shall be due to the Contractor for use of this float time by either party.
- E. Float Ownership: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion date.
- F. The Contractor shall forward to the General Manager, along with the monthly Request for Payment, the Updated Schedule, referred to in Section B of this Article, indicating the progress of any part of the work not up to Baseline Schedule, stating the existing status, cause of delay, impact of change orders and approximate time of completion.
- G. If the Contractor should fall behind the progress schedule by more than one month, the Contractor must provide the General Manager with an Updated Progress/Recovery Schedule (UPRS). Failure to comply with the full requirements of this Article shall be cause for withholding all future progress payments until full compliance. Failure to provide more than 2 consecutive Updated Schedules or UPRS shall constitute grounds for cancellation of the project.
- H. The Department reserves the right to request a two-week "look ahead" schedules if the Department determines that the submitted UPRS does not reflect the as-built condition, manpower utilization or sequential progress necessary to fulfill the intent of the UPRS.
- I. Network Details:
  - 1. The Schedule shall include time-scaled network diagram, based on working days, as well as tabulations. It shall be constructed to show the order in which the Contractor proposed to carry out the Work, to indicate restrictions of access and to show availability of work areas, and availability and use of manpower, materials and equipment. The Contractor shall utilize the Schedule in planning, scheduling, coordinating, and performing the Work under the Contract (including activities of Subcontractors, equipment vendors, and Suppliers). Provide the Project Manager with written confirmation of the concurrence of listed trade Subcontractors and Suppliers with the Schedule. Major trade Subcontractors and Suppliers shall approve the Schedule before they are submitted.
  - 2. The Schedule shall provide the Project Manager and Inspector with a tool to monitor and follow the progress of all phases of the Work. The Schedule submitted to the Project Manager shall comply with all limits imposed by the scope of Work, and with all constraints, restraints or sequences included in the Contract. The degree of detail shall include factors to the satisfaction of the Project Manager, including, but not limited to:
    - a. Physical breakdown of the Project including estimated starting and completion dates of activities.
    - b. Float Time.
    - c. Contract milestones and completion dates, building occupancy date, constraints, restraints, sequences of Work shown in the Contract, the maintenance period and the final completion date. Durations shall be in calendar day.
    - d. Type of Work to be performed, and the sequences.
    - e. Purchases, submittals, submittal reviews, manufacturing, tests, delivery, and installation

activities for all major materials and equipment.

- f. Deliveries of City furnished equipment and/or materials in accordance with the dates or schedule windows of such items set forth in the Contractor furnished by the Project Manager, or items to be salvaged and delivered to the City.
  - g. Preparation, submittal and approval of Shop Drawings and material samples showing a thirty (30) day minimum time specified for the Project Manager's review of normal or routine submittals. A forty (40) day review time for all major submittals and the same time frame shall be allowed for at least one (1) re-submittal on all major submittals.
  - h. Impact of Change Orders issued to the Contract.
  - i. Approvals required by regulatory agencies or other third parties.
  - j. Plans for all subcontract Work.
  - k. Access to and availability of Work areas including all anticipated shutdowns.
  - l. Identification of linkage between preceding, concurrent and follow-on Sub- contractors and utilities that are shown on the Plans or called out in the Specifications.
  - m. Actual tests, submission of test reports, and approval of test results.
  - n. Training and classes required under the Contract.
  - o. Pre-Final and Final Inspection punch lists and final cleanup, allow time for preparation of the punch lists.
  - p. Clearly identify any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift Work, specified overtime, or Work at times other than regular days or hours.
3. Durations of the labor, equipment, and materials required to perform each activity shall be based on a normal work day unless otherwise approved by the Project Manager.
  4. Critical or near critical paths resulting from the use of manpower or equipment restraints shall be kept to a minimum. Near critical paths shall be defined as those paths having fifteen (15) working days or less of total float as shown on the accepted Baseline Schedule.
  5. Time scale shall show a continuous flow of information from left to right. The critical path shall be clearly and graphically identified on the schedule.

#### J. SCHEDULE REPORTS

1. The Schedule submitted to the Project Manager shall include the time scaled network diagram. Network diagrams shall be based on early start and early finish dates of activities shown and any related calculations generated by the scheduling program which describes the events and activities depicted.

K. APPROVAL OF BASELINE SCHEDULE

1. Acceptance Process:
2. The Project Manager will accept or reject, in writing, the Contractor's submission within fourteen (14) days after receipt of required information. The Construction Schedule, once accepted, becomes the Baseline Schedule which shall be used for monitoring and evaluating all facets of Contract performance, including, but not limited to: payment progress, changes, and delays.
3. Revise the Schedule, periodically per B, F, G, and H of this Article.

L. REVISIONS TO ACCEPTED BASELINE SCHEDULE

1. No change to the accepted Baseline Schedule shall be made without the prior written approval of the Project Manager.

M. UPDATES TO ACCEPTED BASELINE SCHEDULE AND PROGRESS PAYMENTS

1. Updated Schedules or UPRS:
  - a. See Section F of this Article.
  - b. The Update Report shall show the activities or portions of activities completed during the reporting period and their total value as the basis for the Contractor's monthly request for payment. Payments made pursuant to Partial Payments of these General Requirements will be based on the total value of such activities completed or partially completed after verification by the Inspector. The report shall state the percentage of the Work actually complete as of the report date.

N. RESPONSIBILITY FOR COMPLETION

1. Whenever it becomes apparent from the Updated Schedule or UPRS that phasing, milestone, constraint, restraint, or Contract completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:
  - a. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
  - b. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog or Work. Contractor shall be responsible for all additional costs associated in having the Inspector present at the job site for all periods in excess of the basic work day.
  - c. Reschedule the Work in conformance with the Specification requirements.
2. Before implementing any of the above actions, the Contractor shall notify and obtain written approval from the Project Manager.
3. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner, or procedure to return to the contractually required completion date be considered justification for a Change Order or be treated as acceleration where the need for a UPRS has been caused by the Contractor and/or its Subcontractors or Suppliers, at any tier.
4. The Project Manager may elect to withhold progress payments until the Contractor's progress indicates that the milestone date(s) and/or the Contract completion date will be met.

**19. WORK BY CITY OR OTHERS**

- A. Be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others. The CITY, its employees and contractors, and others, shall have the right to operate within or adjacent to the worksite to perform such Work.
- B. The CITY, the CONTRACTOR, and each of such employees, contractors and others, shall coordinate their operations and cooperate to hold interference to a minimum.
- C. Include in its Bid all costs involved as a result of coordinating its Work with others. The CONTRACTOR shall not be entitled to additional compensation from the CITY for damages resulting from such

simultaneous, collateral and essential Work. The CONTRACTOR's coordinating efforts shall include redeployment of his Work forces to other parts of the Work.

## PAYMENT FOR WORK

### 20. PARTIAL PAYMENTS (Revised as of 02/01/12)

- A. Unless otherwise prescribed by law, three (3) working days prior to the last work day of each month, or other such date mutually agreed upon by the CONTRACTOR and the INSPECTOR, the CONTRACTOR shall prepare and submit to the INSPECTOR, an estimate of the cumulative amount and value of acceptable Work performed by the CONTRACTOR at the jobsite up to that date. Said amount shall also include the value of all acceptable materials and equipment for the Contract that have been delivered and suitably stored but not yet used in the Work, subject to the requirements of PAYMENTS FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOBSITE and PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE of these General Requirements.
- B. Payments for undelivered, specifically manufactured equipment to be incorporated into the Work, excluding "off the shelf " or catalog items, will be made when all of the following conditions exist:
  1. The equipment must be specifically designated in the Technical Specifications for partial payment prior to delivery.
  2. The equipment to be specifically manufactured for the Project could neither be readily utilized on nor diverted to another job, and,
  3. A fabrication period of more than six (6) months is anticipated,
- C. Upon verification and approval by the INSPECTOR, such estimate shall be processed by the INSPECTOR in accordance with the provisions of the California Public Contracts Code.
- D. The CITY may retain a portion of the amount otherwise due to the CONTRACTOR, as follows:
  1. Retention of **five percent (5%)** will be held on the original Contract value on each approved payment claim until the amount paid of the original Contract equals fifty percent (50%). The CITY may then, at its sole discretion discontinue further retention on the original Contract value for all subsequently approved payment claims.
  2. At any time during the course of the Contract, the CITY may, at its sole discretion, reinstate the **five percent (5%)** retention.
  3. Additional deductions will be made from each monthly payment request for amounts due the CITY as follows:
    - a. Equipment or materials furnished by the CITY.
    - b. Services rendered to the CONTRACTOR by the CITY.
    - c. Amounts due the CITY for liquidated damages or penalties under the terms of the Contract.
    - d. Amounts required to be deducted by federal, state, or local governmental authority or other provisions of these Contract Documents.
- E. From the balance thus determined will be deducted the amount of all previous payments, and the remainder shall constitute the monthly payment due the CONTRACTOR. Within thirty (30) calendar days after receipt of the INSPECTOR's recommendation by the Department of the monthly payment due the CONTRACTOR and subject to the deductions provided, herein, the CITY will pay the amount found due.

- F. On lump-sum items the INSPECTOR's estimate of the monthly payment due the CONTRACTOR will not be required to be made by strict measurement, and an approximate estimate will suffice.
- G. The monthly payments may be withheld or reduced, for the following reasons:
  - 1. If the CONTRACTOR is not diligently or efficiently complying with the express intent of the Contract.
  - 2. If there are unresolved Notices of Non-Compliance.
  - 3. If Technical Manuals are not submitted.
  - 4. If Record Drawings are not kept up-to-date.
  - 5. If progress photographs are not submitted, and
  - 6. If construction schedules are not submitted in accordance with these General Requirements.
  - 7. The CONTRACTOR shall promptly submit the following in response to requests by the INSPECTOR:
    - 8. Information and records necessary to determine the cost of the Work for purposes of estimating monthly payment.
    - 9. Itemized statements, in a form satisfactory to the INSPECTOR, of the actual cost of all acceptable materials delivered by the CONTRACTOR to the site.
- H. The making of any payment to the CONTRACTOR shall not relieve the CONTRACTOR from contractual obligations. These payments shall not be construed as the transfer of ownership of any equipment or materials to the CITY.
- I. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed Work or structure for which payment has been made. The CONTRACTOR shall replace any materials or equipment required to be provided under the Contract that may be damaged, lost, stolen, or otherwise degraded in any way prior to acceptance of the Work under the Contract.
- J. At its own expense, the CONTRACTOR has the option, to substitute for any money being withheld by the CITY, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities eligible for investment pursuant to California Government Code. Any such security or securities so substituted for monies withheld, shall be owned by the CONTRACTOR who shall receive earned interest.
- K. Such security shall, at the request and expense of the CONTRACTOR, be deposited with CITY or with a State or Federally Chartered Bank as the escrow agent who shall pay such monies to the CONTRACTOR upon notification by the CITY that payment can be made. Such notification will be given at the expiration of sixty (60) calendar days from the date of acceptance of the Work by the Board, or as prescribed by law, provided, however, that there will be a continued retention of necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.
- L. Any escrow agreement entered into pursuant to this provision shall contain as a minimum, the following provisions - the amount of securities to be deposited; the terms and conditions of conversion to cash in case of the default of the CONTRACTOR; and the termination of the escrow upon completion of the Contract and the other requirements as herein above provided.

## 21. PAYMENT FOR MOBILIZATION

- A. General Mobilization
  - 1. Payment for general mobilization shall be limited to those items of Work described in MOBILIZATION, of these General Requirements.
  - 2. The CONTRACTOR shall submit to the PROJECT MANAGER for approval a breakdown of the amount established for mobilization. The payment for each item of mobilization will be made when that item of mobilization has been completed and as specified below:
  - 3. When the monthly partial payment estimate of the amount earned, not including the amount earned

- for mobilization, is five percent (5%) or more of the original Contract amount, the total amount earned for mobilization may be up to fifty percent (50%) of the Contract item price for mobilization or five percent (5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is ten percent (10%) or more of the original Contract amount, the total amount earned for mobilization may be up to seventy-five (75%) of the Contract item price for mobilization or seven point five percent (7.5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
  5. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is twenty percent (20%) or more of the original Contract amount, the total amount earned for mobilization may be up to ninety-five percent (95%) of the Contract item price for mobilization or nine point five percent (9.5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
  6. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is fifty percent (50%) or more of the original Contract amount, the total amount earned for mobilization may be up to one hundred percent (100%) of the Contract item price for mobilization or ten percent (10%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
  7. After acceptance of the Contract by the BOARD, the amount, if any, of the Contract item price for mobilization in excess of ten percent (10%) of the original Contract amount will be included for payment in the final monthly payment.
  8. The Contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in mobilization as specified herein.
  9. The adjustment provisions in PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements, and the retention of funds provisions of PARTIAL PAYMENTS of these General Requirements shall not apply to the Contract lump sum item for Mobilization.
  10. When other Contract items are adjusted as provided in PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements, if the costs applicable to such item of Work include mobilization costs, such mobilization costs will be deemed to have been recovered by the CONTRACTOR by the payments made for mobilization and will be excluded from consideration in determining compensation under said Article.
  11. When the Contract does not include a Contract pay item for mobilization as specified above, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various Contract items of Work involved and no additional compensation will be allowed.

## **22. PAY ITEM DEFINITIONS**

This Article describes methods of measurement and payment for lump sum and unit priced items listed on the Schedule of Work and Prices, contained in the Contract Proposal.

- A. The Contractor shall not take advantage of any apparent error or omission on the Drawings or Specifications, and the PROJECT MANAGER shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

- B. All portions of the Work are either in an applicable allowance, lump sum, or unit price item listed on the schedule of Work and Prices. Work for which there is not a separate item will be considered incidental to the contract and no additional compensation shall be allowed.
- C. ALLOWANCES
  - 1. Fixed allowances may have been allocated to the Schedule of Work and Prices for certain items of work. Requirements for each Allowance Item are specified below or a reference is given to the General Requirements article that describes the work. Allowance item work is to be performed only as directed by the PROJECT MANAGER. Unless otherwise noted, Allowances will be paid on a time and materials basis in accordance with Section C, PARTIAL PAYMENTS of these General Requirements.
  - 2. If allowance items are not executed or are only partially executed or the allowance for any item is not expended or partially expended, then a deductive change order shall be issued for the amount that is not expended. If, however, these items are over expended then an appropriate change order shall be executed in accordance with, PAYMENT FOR CHANGES AND EXTRA WORK, of these General Requirements.
- D. LUMP SUM ITEMS:
  - 1. Payment of the lump sum items established in the contractor's Bid under the various line items in the Bid Form shall be full compensation for all labor, materials, and equipment required to furnish, install, construct, and test the Work covered under the lump sum bid item.
  - 2. Payment for the lump sum items established in the Contractor's Bid shall also fully compensate the Contractor for any other work which is not specified or shown, but which is necessary to complete the Work.
  - 3. Payments for Lump Sum Work other than Mobilization will be based upon physical progress for each activity in accordance with the breakdown of the Lump Sum prices agreed to in the Schedule of Values.
- E. UNIT PRICE ITEMS:
  - 1. Payment for all work shall be in accordance with the unit price bid items in the schedule of Work and Prices and shall be full compensation for all labor, materials, and equipment required to furnish, install, construct and test the Work covered under the unit price bid item. Work for which there is not a price schedule item will be considered incidental to the Work and no additional compensation shall be allowed.
  - 2. Payment will be made only for the actual quantities of work performed in compliance with the Drawings and Specifications. The Contractor will receive reimbursement equal to the approved quantity times applicable unit price.

### 23. SCHEDULE OF VALUES

- A. The Schedule of Values will be used as a basis for determining progress payments on a lump sum Contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the PROJECT MANAGER.
- B. Each lump sum bid item on the Schedule of Work and Prices as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the plans and specifications for that item. The sum of the values for the construction activities, within a bid item must equal the total amount bid for that item.
- C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline

construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. No non-construction activity shall be cost loaded.

#### **24. NOTICE TO WITHHOLD AND/OR STOP NOTICE**

- A. When a "Notice to Withhold" or "Stop Notice" is served upon the CITY, or the BOARD, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the CONTRACTOR in support of a claim resulting from default by the CONTRACTOR in payment for labor or materials used in prosecution of the Contract, the CITY shall withhold from payment due the CONTRACTOR an amount of money equal to the amount of the claim stated in the "Notice to Withhold" or "Stop Notice," and an additional amount equal to twenty-five percent (25%) of the amount of said claim, to defray the costs of litigation in the event of court action on the claim, for a total withholding of one and one quarter times the stated amount of the claim. At the discretion of the CITY, the CITY may allow the CONTRACTOR to file with the CITY the bond referred to in the Civil Code of the State of California after which said monies will not be withheld on account of such "Notice to Withhold" or "Stop Notice."
- B. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with PARTIAL PAYMENTS of these General Requirements, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract price above the cost of the Work completed at the time of termination. After issuance of notice to discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of Work and final settlement has been made.

#### **25. FINAL PAYMENT**

- A. Final payment to the CONTRACTOR is made following action by the BOARD that formally adopts the recommendation of the PROJECT MANAGER to accept the Contract.
- B. After acceptance of the Work by the BOARD and not more than sixty (60) calendar days after filing Notice of Completion, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:
  - 1. Liquidated damages, as applicable;
  - 2. Lien claims or Stop Notices filed on behalf of suppliers, Subcontractors, and labor performed in connection with the Project; except, that upon submittal of a Stop Notice Release Bond issued by an approved Surety Company executed in favor of the CONTRACTOR, the CITY will release such portion of the retainage funds to said CONTRACTOR that is being held solely to cover Stop Notice Claims.
  - 3. No claim of the CONTRACTOR under this Article shall be allowed unless the CONTRACTOR has given the required written notice. Nor shall a claim by the CONTRACTOR for an equitable adjustment hereunder be allowed if asserted after final payment under this Contract.

#### **26. CHANGE ORDER REQUESTS**

- A. The CONTRACTOR's quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in Article 52 CHANGES AND EXTRA WORK of the General Conditions shall be submitted to the PROJECT MANAGER, in writing, on the Change Order Cost Quotation Form provided by the PROJECT MANAGER, and in conformance with the requirements of PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements. Examples of these forms are bound at the end of these General Requirements. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the PROJECT MANAGER. Submit its written cost quotation and Time Impact Analysis not later than two (2) weeks after being requested to provide such quotation, unless the PROJECT MANAGER allows more time. Delays in submitting quotations beyond the two (2) weeks set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the Project, shall not be cause for a claim or a time extension under the Contract.
- B. The PROJECT MANAGER's request for quotation on a preliminary change shall not be considered

authorization to proceed with the changed Work prior to the issuance of a formal Change Order, unless directed otherwise in writing by the PROJECT MANAGER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

## **27. PAYMENT FOR CHANGES AND EXTRA WORK**

Payment to the CONTRACTOR, or credit to the CITY, for any extra, change addition or deletion to the Work under the Contract, or settlement of any claim under the Contract, covered by any Change Order, shall be determined by the methods set forth herein. The PROJECT MANAGER may change the plans and specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the CONTRACTOR and the CITY, which shall be executed by a Change Order.

### **A. LUMP SUM**

A total sum for the changed Work may be mutually determined by the PROJECT MANAGER and the CONTRACTOR. The CONTRACTOR shall furnish a breakdown of the costs satisfactory to the PROJECT MANAGER, of the proposed lump sum, in complete accordance with C through J of this Article. Such lump sum costs shall be full and final compensation as described in D of this Article. All cost proposals for lump sum Change Orders shall be presented in accordance with C through J of this Article.

### **B. COST REIMBURSEMENT (TIME AND MATERIALS) WORK**

The costs of all changed Work submitted under the cost reimbursement (time and materials) method shall be formulated in accordance with the provisions of C through J of this Article.

Additionally, if the method or amount of payment cannot be agreed upon prior to the beginning of the Work, the PROJECT MANAGER may issue a unilateral Change Order in the amount determined reasonable by the PROJECT MANAGER for the changed Work and direct the CONTRACTOR to proceed with the changed Work or the PROJECT MANAGER may direct in writing that the Work be done on a cost reimbursement (time and materials) basis, and the CONTRACTOR shall provide all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. For Work performed, payment shall be made for the documented actual cost, in accordance with the following provisions.

1. Labor, up to and including general foremen, who are directly assigned to the changed Work. Employees identified as superintendents shall not be charged as labor on changed Work, but shall be covered under overhead costs. These costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance, OCIP coverage, or any other insurance costs which are provided for in B.6 below which are currently assessed against labor costs. A detailed breakdown of the subcomponents of labor costs, by all crafts shall be submitted to the PROJECT MANAGER, by the CONTRACTOR and all SUBCONTRACTORS, for approval, as part of the documentation of labor costs, within forty-five (45) days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the PROJECT MANAGER.
2. Materials - The cost of materials used in performing the changed Work will be the cost, including sales tax, to the purchaser, whether CONTRACTOR, Subcontractor or other forces, from the supplier thereof, except as the following are applicable:
  - a. Cash or trade discounts available to the purchaser shall be credited to the CITY notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  - b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost will be deemed to be the price paid to the actual supplier as determined by the PROJECT MANAGER. Markup, except for actual costs incurred in the handling of such

materials, will not be allowed.

- c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
  - d. If, in the opinion of the PROJECT MANAGER, the cost of materials is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the job site less cash or trade discount. The CITY reserves the right to furnish materials for the Work and no claim shall be made by the CONTRACTOR for costs and profit on such materials.
  - e. For the purposes of this Article, a "Supplier" is defined as any person or persons, firm or business, who supplies materials, of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the CONTRACTOR, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.
3. EQUIPMENT COSTS, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of \$1,000. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform Work on the changed Work included in the Change Order and the CONTRACTOR can demonstrate that the changed Work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in H of this Article.
  4. SUBCONTRACTOR COSTS, provided that such costs are direct costs to the CONTRACTOR for performing the changed Work as set forth in E of this Article.
  5. BOND COSTS on the incremental change in the value of the Contract shall be determined and paid for as set forth in I.1 of this Article.
  6. INSURANCE COSTS (other than labor insurance or OCIP coverage) shall be determined and paid for as set forth in I.2 of this Article.

#### C. GENERAL

1. It is the intent of the CITY to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph will be incorporated, in writing, on all Change Orders.

“The compensation (time and cost) set forth in a Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged Work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on its behalf and on the behalf of all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total adjustment to price or time or performance owed the CONTRACTOR, all Subcontractors, and all Suppliers as a result of the change. The CONTRACTOR, on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for adjustment of any type, excepting only bond and insurance cost as set forth in these General Requirements of the Contract Documents for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract.”

2. Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.
3. Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the CONTRACTOR can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the CONTRACTOR, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The CONTRACTOR shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is an estimating procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated Project Schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the CONTRACTOR, until all available float, slack, or contingency time on the Project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.
4. The CONTRACTOR'S Cost Breakdowns submitted under the lump sum method described in paragraph A and its Change Order Quotations submitted under the cost reimbursement (time and materials) method described in paragraph B (including without limitation requests for cost reimbursement for delay, disruption, hindrance and interference associated with extras, changes, additions or deletions) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual extra, change, addition, deletion and (on an event-by-event basis) each individual delay or disruption event. Such Change Order Cost Quotations shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the CONTRACTOR'S additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between CONTRACTOR'S total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, CONTRACTOR represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect:
  - a. The actual costs incurred or saved for each individual item of extra work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and,
  - b. On an event-by-event basis, the effect of each delay or disruption that forms the basis of

each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

5. Except as provided in Article 51, COMPENSATION FOR DELAY, DISRUPTION, UNANTICIPATED OVERHEAD of the General Conditions, CONTRACTOR shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).
6. CONTRACTOR waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the CONTRACTOR acknowledges and agrees are within the reasonable contemplation of the parties:
  - a. Extras, changes, additions and deletions to the Work after execution of the CONTRACT and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes the scope of Work requested by the CITY;
  - b. The issuance and performance of extras, changes, additions and deletions in a manner that is not in sequence with the as-built or as-planned progress of the Work;
  - c. Changes due to Differing Site Conditions;
  - d. Suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of CITY or in the interests of the Project;
  - e. Delay or disruption to the Work due to failure of the CITY, PROJECT MANAGER or INSPECTOR to timely perform any contractual obligation.

#### D. OVERHEAD COSTS

To the costs under Paragraphs C.1., C.2., and C.3., above, an added fixed fee to provide compensation for all overhead costs shall be allowed as established in Paragraph E.1 below. This overhead rate is not applicable to the costs under Paragraphs C.4. through C.6. above.

The overhead rates determined in Paragraphs 1 and 2 below shall be applied to all additive and deductive Change Orders, of this Article.

##### 1. GENERAL AND ADMINISTRATIVE OVERHEAD RATE:

- a. An allowance of eight percent (8%) for overhead costs will be allowed to the CONTRACTOR, only when CONTRACTOR uses its own organization to perform a part of the Work under the Change Order based upon the value of labor, material and construction equipment required to accomplish said part of the change Paragraphs C.1., C.2., and C.3.
- b. An allowance of twelve percent (12%) for overhead costs will be allowed to the Subcontractors (at any tier), only when Subcontractors use their own organization to perform a part of the Work under the Change Order, based upon the value of labor, material, and construction equipment required to accomplish said part of the change Paragraphs C.1., C.2., and C.3.
- c. Overhead percentages shall be considered to include all insurance costs other than specifically mentioned in this Article, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefore. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating, PROJECT MANAGER, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, are associated with field and office supervision and are considered to be included in the CONTRACTOR's

overhead percentage set forth herein.

- d. For those Change Orders with both additive and deductive costs, the overhead rate shall be determined by the net amount of the additive and deductive work.

#### E. SUBCONTRACTOR COSTS

1. Where Work under the Change Order is performed in whole or in part by a Subcontractor, at any tier, the cost of the Change Order shall include the cost to the Subcontractor. Subcontractor's costs shall be presented in strict accordance with A., B., and C., above, and D. through J. as applicable.
2. An additional fixed fee of six percent (6%) based upon the sum of the costs of all Subcontractors, at any tier, involved in the Work of the Change Order, shall be allowed to the CONTRACTOR for profit and General and Administrative Overhead Costs. An additional fixed fee of six percent (6%) shall be allowed to first tier Subcontractors for profit and General and Administrative Overhead costs for any Work involved in the Change Order that is performed by Sub-subcontractors. No additional fixed fee shall be allowed for Change Order Work performed by Subcontractors to Sub-subcontractors, at any tier.

#### F. PROFIT

To the costs of C.1., C.2., and C.3., above, plus applicable overhead costs from D.1.a. or D.2.b., if a SUBCONTRACTOR at any tier above, an added fixed fee for Profit shall be allowed as established herein.

1. An allowance of ten percent (10%) for Profit for the party performing the Work under the Change Order, shall be included on all Change Orders that are negotiated full and final in advance of any changed Work being performed.
2. An allowance of five percent (5%) for Profit for the party performing the Work under the Change Order shall be included on all Change Orders where any portion of the Work is performed before the Change Order is executed full and final by both the PROJECT MANAGER and the CONTRACTOR.
3. No added fixed fee for Profit shall be allowed for any cost other than those costs under C.1., C.2., and C.3., of this Article, if Subcontractor at any tier above. No fixed fee for profit shall be allowed on the costs of C.4., C.5., C.6., or F of this Article.
4. On Change Orders with both additive and deductive cost components, the profit allowance on net additive Change Orders shall be based on the Change Order amount after overhead rates have been added. The profit allowance shall be as set forth in Paragraphs 1 and 2 above as applicable. No profit allowance shall be included for net deductive Change Orders.

#### G. CITY FURNISHED MATERIALS AND EQUIPMENT

The CITY reserves the right to furnish such materials and equipment as it deems expedient, and the CONTRACTOR shall have no claim for profit or overhead on the cost of such materials and equipment.

#### H. EQUIPMENT COSTS

Full rental costs for rental or leased equipment shall not exceed the rates as set forth in the Rental Rate Blue Book (the Blue Book) published by Dataquest, Inc., Palo Alto, California, as adjusted to the regional area of the Work under this Contract. Owned equipment costs shall not exceed the rates listed in the Cost Reference Guide (the CRG) for Construction Equipment, published by Dataquest, Inc., Palo Alto, California. The most recent published edition in effect at the commencement of actual equipment use shall be used.

##### 1. RENTED OR LEASED EQUIPMENT

- a. For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the CONTRACTOR shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Blue Book. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have

common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a CONTRACTOR of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the CONTRACTOR. In no event shall the leased equipment rate billed to the CITY be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Blue Book Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

b. When in Use:

Actual equipment use time documented by the INSPECTOR or PROJECT MANAGER shall be the basis that the equipment was utilized on the changed Work and paid for under the Change Order. In addition to the lease or rental rate, equipment operating costs shall not exceed the estimated hourly operating rate as set forth in the Blue Book. The hours of operation shall be based upon actual equipment usage on the changed Work as recorded by the INSPECTOR or PROJECT MANAGER. For multiple shift Work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

c. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed Work. Equipment operating costs due to idle time, documented by the INSPECTOR or PROJECT MANAGER, shall be paid at the rate determined in Paragraph I above. Idle time shall include a reasonable time allowance to and from the Project site.

2. OWNED AND OTHER EQUIPMENT

a. Equipment rates for owned equipment or equipment provided in other than arm's length transactions will not exceed the total hourly costs as set forth in the Cost Reference Guide. Adjustments to the listed rates provided for under the section of the Cost Reference entitled "Cost and Production Formulas" shall not be allowed. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Cost Reference Guide will be paid for each hour the equipment actually performs Work on the changed Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each Work day (or work shift if the Work is being performed in multiple work shift sequence) by the INSPECTOR or PROJECT MANAGER shall be the record upon which actual equipment use shall be based. For multiple shift Work sequences, the allowable equipment rate shall not exceed the hourly depreciation and operating costs listed in the Cost Reference Guide, for second or third shifts. It is agreed that this rate shall represent payment in full for all the CONTRACTOR's direct costs.

b. When Idle:

Equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed Work, shall not exceed fifty percent (50%) of the hourly rates identified in the "Ownership" column under the heading "Hourly Operating and Overhaul Expenses" set forth in the Cost Reference Guide, provided that its presence and necessity on the site has been documented by the INSPECTOR or PROJECT MANAGER,

and further provided that the equipment was idled solely by actions of the CITY. Idle equipment time will only be paid as a function of delays specifically directed or caused by the CITY's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal Work schedule established for the Project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift Work sequence, the allowable idle equipment rate shall not exceed fifty percent (50%) of the hourly depreciation costs listed in the Cost Reference Guide, for second or third shifts. It is agreed that this rate shall represent payment in full for all the CONTRACTOR's direct costs.

3. EQUIPMENT HAULAGE AND SET UP COSTS

- a. Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in C of this Article.

4. OTHER EQUIPMENT COST GUIDES

- a. In the event that a piece of equipment used on a Change Order is not listed in the Blue Book or the CRG, costs may be derived from the Associated General CONTRACTOR's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of PROJECT MANAGERS as adjusted appropriately for the type of Work and use and the regional area of the Work under this Contract.

I. BONDS AND INSURANCE COSTS

1. Bond premium adjustment, consequent upon the Change Orders issued by the PROJECT MANAGER, shall be paid at the time of completion of the Work and will not be included in individual Change Orders. Additional bond costs on the incremental value of all Change Orders issued under the Contract shall be paid for through issuance of a separate Change Order upon receipt, by the PROJECT MANAGER, or a fully paid invoice from the CONTRACTOR's and Subcontractor's sureties. No allowances for overhead or profit shall be included in such separate Change Order.
2. Insurance costs, other than insurance assessed on labor costs, consequent upon the Change Orders issued by the PROJECT MANAGER, shall be paid for by the PROJECT MANAGER at the time of completion of the Work and will not be included in individual Change Orders. Additional insurance costs on the incremental value of all Change Orders issued under the Contract shall be paid through issuance of a separate Change Order upon receipt of a fully paid invoice from the CONTRACTOR's and Subcontractor's insurance carriers. On Contracts where the duration exceeds 365 calendar days from Notice to Proceed, the CONTRACTOR and its Subcontractors will be allowed to submit such fully paid invoices at the end of every year after issuance of the Notice to Proceed, and again at the end of the Project.

J. RECORDS

1. The CONTRACTOR's records shall make clear the distinction between the direct costs of Work paid for under the Change Order and the costs of the base scope Work under the Contract. Furnish the INSPECTOR with daily report sheets in duplicate of each day's cost reimbursement Work no later than the working day following execution of said Work. The daily report sheets shall itemize the materials and equipment used in the Work. The daily report sheets shall provide for identification and classification of workers; the hourly rates of pay and hours worked; and the size, type, identification number, and hours operated for each piece of equipment. The Daily Report sheets shall itemize the materials used in the Work.
2. Substantiate material charges by copies of vendor's invoices. Submit such invoices with the daily report sheets or, if not available at that time, submit with subsequent daily report sheets. Sign daily report sheets by the CONTRACTOR or his authorized agent and the INSPECTOR at the time of submittal.
3. On a weekly basis submit to the PROJECT MANAGER an approximate accounting of the Contract

expended on the cost reimbursement Work to date and an estimate of the Impact to the time of performance of Work.

## 28. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

A. If the PROJECT MANAGER determines that any price, including profit or fee, negotiated in connection with any Change Order under this contract, or any cost reimbursable under this Contract, was increased because:

1. The CONTRACTOR furnished cost or pricing data which was not accurate, complete, and current as certified in the CONTRACTOR's Certificate of Current cost or Pricing Data;
2. A Subcontractor or prospective Subcontractor furnished cost or pricing data was submitted in support of a subcontract cost estimate furnished by the CONTRACTOR but which was not accurate, complete, and current as of the date certified in the CONTRACTOR's Certificate of Current Cost or Pricing Data.
3. The CONTRACTOR or a Subcontractor or prospective Subcontractor, at any tier, furnished any data not within paragraph 1 or 2 above, which was not accurate as submitted;

then price shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the Contract price due to defective subcontract data of a perspective Subcontractor, when the subcontract was not subsequently awarded to such Subcontractor, will be limited to the amount (plus applicable overhead and profit allowances) by which the actual subcontract or actual cost to the CONTRACTOR if there was no Subcontract, was less than the prospective subcontract cost estimate submitted by the CONTRACTOR; provided that the actual subcontract price was not affected by defective cost or pricing data.

B. The following certification from the CONTRACTOR is required to be provided on all Change Order quotations or requests for adjustment in excess of \$10,000.

1. CERTIFICATION OF CURRENT COST AND PRICING DATA.
2. This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impracticable, to the CITY in support of [CONTRACTOR is to insert appropriate identification such as Change Order quotation, proposal quotation, price adjustment, etc.] are accurate, complete, and current as of [CONTRACTOR to insert date].

CONTRACT NO.: \_\_\_\_\_  
 PROPOSED CHANGE ORDER NO.: \_\_\_\_\_  
 FIRM: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_

**29. PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOB**

- A. Partial payment for materials or equipment delivered to the worksite and stored shall be subject to the following conditions:
1. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than \$5,000.
  2. The material or equipment is required by the specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.
  3. The CONTRACTOR shall provide secure storage facilities as required in STORAGE OF MATERIALS AND EQUIPMENT of these General Requirements.
  4. No payment will be made for living or perishable Plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, and similar items of construction, until they are incorporated into the Work.
  5. The payment for the materials or equipment shall not exceed ninety-five percent (95%) of the invoice cost. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.
  6. Include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. The CONTRACTOR shall provide all documentation necessary to establish the cost of the materials or equipment.
  7. Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.
  8. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
  9. Each request for payment shall include a notarized Unconditional Release, which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.
  10. Absorb costs incurred to meet the requirements of this Article without modification to the Contract amount.

### 30. PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE

- A. Partial payment for materials or equipment stored off the jobsite shall be subject to the following conditions:
1. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than \$5,000, unless otherwise approved by the city.
  2. The materials or equipment is required by the specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.
  3. No payment will be made for living or perishable Plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.
  4. Payment for the materials or equipment stored shall not exceed sixty percent (60%) of the invoice cost of the materials or equipment. Percent of the invoice paid shall be at the discretion of the CITY. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.
  5. Include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. Provide documentation necessary to establish the cost of the materials or equipment.
  6. Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.
  7. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
  8. Each request for payment shall include a notarized Unconditional Release, which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.
  9. Store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT of these General Requirements, in a bonded warehouse or facility approved by the INSPECTOR. The storage site shall be located within 50 miles of the geographic limits of the CITY. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY OF LOS ANGELES". Exercise measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and perform the manufacturers recommended maintenance of the materials or equipment. Inspect the materials and equipment, and submit a monthly written report to the INSPECTOR listing the equipment stored, results of their inspection, and the maintenance performed.
  10. Grant the INSPECTOR and the PROJECT MANAGER access to the storage facility at any time and assist the INSPECTOR and the PROJECT MANAGER in conducting a full view, piece by piece, inventory of all such material or equipment.
  11. Provide additional insurance necessary to insure the materials or equipment against loss of damage. The insurance provided shall be provided as stated in Article 37, INSURANCE of the General Conditions. The insurance shall cover the material or equipment, while stored at the approved site, while in transit to the project site, while being off-loaded at the site and until the material or equipment is incorporated into the Work and the Contract is accepted by the BOARD.
  12. Be responsible for damage to, defects therein, misfabrication thereof, or loss of the materials or equipment.
  13. Be responsible for any resulting Project delays or consequential damages as if the CONTRACTOR

were the owner of the material or equipment until it is incorporated in the Work and accepted by the CITY.

14. Absorb any and all cost incurred to meet the requirements of this Article without modification in the Contract amount.
15. Present the storage arrangements in writing and sign a Security Agreement, which shall be submitted to the INSPECTOR for approval by the CITY ATTORNEY. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the material or equipment against damage or loss.

### **31. PAYMENT FOR PERMITS**

See PAYMENT FOR MOBILIZATION of these General Requirements.

### **32. AUDIT AND ACCESS TO RECORDS**

- A. Maintain books, records, documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. Also maintain the financial information and data used by the CONTRACTOR in the preparation or support of cost submissions required for this Contract, or any Modifications or claims, and a copy of the cost summary submitted to the CITY. The CITY authorized representatives shall have access, at all times during normal business hours, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Provide proper facilities for such access and inspection.
- B. Agree to make A through G of this Article applicable to this Contract and Modifications or claims affecting the Contract price. Agree to include A through G of this Article in all his contracts and all tier Subcontracts in excess of \$5,000, and to make A through G of this Article applicable to Modifications and claims related to Project performance.
- C. Audits conducted under this Article shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- D. Agree to the disclosure of information and reports resulting from access to records under A and B of this Article, to the CITY and affected agencies.
- E. Records under A and B of this Article shall be maintained and made available during performance of Work under this Contract until final payment, or until settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Modification, to any dispute, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until final payment or until final resolution of such dispute, litigation, claim or exception, whichever occurs later.
- F. This right of access Article applies to financial records pertaining to this Contract and all Contract Modifications. In addition this right of access applies to all records pertaining to all contracts, contract modifications, and contract amendments:
  1. To the extent the records pertain directly to Contract performance;
  2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
  3. If the Contract is terminated for default or for convenience.
- G. Access to records is not limited to the required retention periods. The authorized representatives designated in A of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- H. Provided that CITY has made demand for access or audit pursuant to this Article, CONTRACTOR's compliance with provisions A through G of this Article shall be a condition precedent to maintenance of any legal action or proceeding by the CONTRACTOR against the CITY and to CONTRACTOR's right to Progress or Final Payment. Without limitation to the foregoing or to any other provisions for withholding set forth in the Contract Documents, CITY shall have the right, in its sole discretion and in addition to any right of withholding of retention, to further withhold from any payment to CONTRACTOR a sum of up to ten percent (10%) of the total amount set forth in CONTRACTOR's current, unpaid Application(s) for Payment, until CONTRACTOR has complied with any outstanding and unsatisfied request by CITY for

audits under this Article. Upon CONTRACTOR's compliance with this Article, any monies withheld pursuant to this Paragraph solely due to CONTRACTOR's failure to permit an audit requested by CITY shall be released to CONTRACTOR.

- I. CONTRACTOR hereby consents and agrees that any failure by CONTRACTOR to provide access to records as provided in A through G of this Article shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel CONTRACTOR to permit access and inspection of the records or to require delivery of the records to CITY for inspection.

## **MISCELLANEOUS**

### **33. INTERFACE/COORDINATION REQUIREMENTS**

- A. Vehicular and pedestrian traffic adjacent to the laydown area and/or within the jobsite must be maintained. If an existing street in the CONTRACTOR's work area is to be demolished or obstructed, the CONTRACTOR shall be responsible for providing access through or around the effected area, including signs, barricades, and lights, as approved by the PROJECT MANAGER and any local agencies having jurisdiction over any public access areas. The CONTRACTOR shall follow WATCH standards and City of Los Angeles Department of Transportation Worksite Traffic Control Plans for all traffic, including a minimum traffic lane dimensions for vehicles and pedestrians.
- B. The CONTRACTOR shall not park any vehicles, including concrete, hauling and delivery trucks, in any street at any time unless approved by the PROJECT MANAGER. Access must be maintained at all times for emergencies, sampling, equipment operations, maintenance and like items.
- C. Before altering any vehicular or pedestrian access, the CONTRACTOR shall notify the PROJECT MANAGER thirty (30) days in advance on forms provided by the PROJECT MANAGER. The CONTRACTOR shall then request the alteration on forms provided by the PROJECT MANAGER. Requests shall include reasons for the alteration, times, boundary limits, special safety measures, proposed traffic rerouting with widths of such route, and a map detailing the above. Such requests shall be submitted to the PROJECT MANAGER not less than fifteen (15) days before the requested date of the access alteration. If any of the information changes, an additional fifteen (15) days may be required after the changes are brought to the attention of the PROJECT MANAGER. Approval when granted, will always be conditional. Final approval of the request, including date and time, will be given three (3) days in advance. The CITY retains the right to ticket and impound vehicles blocking traffic.

### **34. PROGRESS PHOTOGRAPHS**

- A. As directed by the PROJECT MANAGER, take a minimum of 4 views of each Project worksite location, at 14 days intervals during the entire period of Contract Work. Take the first photographs before start of construction operations at the jobsite. Take the final photographs when all Contract Work has been completed and accepted by the CITY regardless of time intervals since previous photographs were taken. View locations shall be as directed by the PROJECT MANAGER.
- B. Provide 4, 8-inch by 10-inch color prints of each photograph on double weight glossy paper with each monthly progress report. Clearly label each print with the name of the job, view location, date of exposure and CONTRACTOR's name. Photographs and prints shall be of professional quality.
- C. Submittal of progress photographs shall be a condition precedent to the making of the monthly payments.

### **35. COMMUNITY RELATIONS**

- A. The contractor shall cooperate with the City in conducting a public relations program for the project. The program will provide information to address concerns and complaints and to promote a positive project image. Contractor cooperation shall include the following:
  - 1. The Project Manager shall attend public meetings, when requested by the PROJECT MANAGER.
  - 2. Provide safe access for on-site community meetings and tours, on average twice per month per work site. Tours will be conducted by the PROJECT MANAGER and will be coordinated with the Contractor to limit interference with the work.
  - 3. Do not provide any information directly to the public or news media without approval of the PROJECT MANAGER.

### **36. PROJECT CLOSEOUT**

#### **A. CLOSEOUT TIMETABLE**

The CONTRACTOR shall establish dates for equipment testing and acceptance periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the CITY, the PROJECT MANAGER, and their authorized representatives sufficient time to schedule attendance at such activities.

#### **B. FINAL SUBMITTALS**

- 1. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the PROJECT MANAGER.
  - a. Written guarantees, where required.
  - b. Technical manuals and instructions.
  - c. Maintenance stock items; spare parts; special tools.
  - d. Completed record drawings.
  - e. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
  - f. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

#### **C. FINAL CLEANUP**

The CONTRACTOR shall perform all tasks specified in REMOVAL, CLEANUP, AND DEMOBILIZATION of these General Requirements.

#### **D. MAINTENANCE AND GUARANTEE**

- 1. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the PROJECT MANAGER. If the CONTRACTOR fails to make such repairs or replacements promptly, the PROJECT MANAGER reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.
- 2. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work.

E. BOND

1. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Article 31 and Article 37 (Paragraph K) of the General Conditions, Article 24 of these General Requirements, Paragraph D of this Article.

# ATTACHMENTS

## ATTACHMENT TO GENERAL REQUIREMENTS ARTICLE 27

### CHANGE ORDER COST QUOTATION FORM

DATE    /    /20  

#### Estimate Summary for Prime CONTRACTOR Total Costs

W.O.          C.O.          CONTRACT #         

ESTIMATOR                          P.E.                         

	LABOR PER General Requirements 27		
	Journeyman	Supervision	
	<u>        </u> MH	<u>        </u> MH	\$ <u>                        </u>
2)	MATERIALS (and Other Taxables)		
	Including Sales Tax		\$ <u>                        </u>
3)	EQUIPMENT (Rented, Leased, and/or OWNED)		
	Blue Book and/or CRG, including Sales Tax if applicable		\$ <u>                        </u>
SUBTOTAL	(A) <u>                        </u> 1) + 2) + 3)		\$ <u>                        </u>
4)	G and A OH per General Requirements 27		
	Show calculations on separate sheet		\$ <u>                        </u>
SUBTOTAL	(B) <u>                        </u> (A) + 4)		\$ <u>                        </u>
5)	PROFIT <u>        </u> % x Line (B)		
	Per General Requirements 27		\$ <u>                        </u>
SUBTOTAL	(C) <u>                        </u> (B) + 5)		\$ <u>                        </u>
6)	SUBCONTRACTS (All Subcontractors)		\$ <u>                        </u>
7)	FIXED FEE FOR ALL SUBS 6%		
	Per General Requirements 27		\$ <u>                        </u>
SUBTOTAL	(D) <u>                        </u> (C + 6) + 7)		\$ <u>                        </u>
8)	FIELD OFFICE OVERHEAD:		
	\$ <u>        </u> X <u>        </u> DAYS		
	Exclude if not required		\$ <u>                        </u>
9)	SCHEDULING COSTS (\$200 Max.)		
	Exclude if not required		\$ <u>                        </u>
SUBTOTAL	(E) <u>                        </u> (D) + 8) + 9)		\$ <u>                        </u>
10)	IMPACT COST, per General Requirements 27		
	Show calculations on separate sheet		\$ <u>                        </u>
GRAND TOTAL	<u>                        </u> (E) + 10)		\$ <u>                        </u>

**CHANGE ORDER COST QUOTATION FORM**

Estimate Summary for Prime CONTRACTOR Total Costs

DATE      /      /20    

W.O.            C.O.            CONTRACT #           

ESTIMATOR                      P.E.                     

LABOR PER General Requirements 27

Journeyman                  Supervision  
           MH                             MH

\$                     

2) MATERIALS (and Other Taxables)  
 Including Sales Tax

\$                     

3) EQUIPMENT (Rented, Leased, and/or OWNED)  
 Blue Book and/or CRG, including Sales Tax if applicable

\$                     

SUBTOTAL (A)                      1) + 2) + 3)

\$                     

4) G and A OH per General Requirements 27  
 Show calculations on separate sheet

\$                     

SUBTOTAL (B)                      (A) + 4)

\$                     

5) PROFIT           % x Line (B)  
 Per General Requirements 27

\$                     

SUBTOTAL (C)                      (B) + 5)

\$                     

6) SUBCONTRACTS (ALL SUB-SUBS)

\$                     

7) FIXED FEE FOR ALL SUB-SUBS 6%  
 Per General Requirements 27

\$                     

SUBTOTAL (D)                      (C + 6) + 7)

\$                     

8) FIELD OFFICE OVERHEAD:  
 \$            X            DAYS  
 Exclude if not required

\$                     

SUBTOTAL (E)                      (D) + 8)

\$                     

IMPACT COST, per General Requirements 27  
 Show calculations on separate sheet

\$                     

GRAND TOTAL FOR SUBCONTRACTOR (E) + 9)  
 To Line 6) of Prime CONTRACTOR'S Summary

\$



## SUPPLEMENTARY GENERAL REQUIREMENTS

- 1.0 General Scope of Work:
- A. Work in this Contract: All labor, material, and equipment necessary for construction of the Ken Malloy Harbor Regional Park Synthetic Soccer Field as noted on the Contract Drawings and in these Specifications (Project Manual) and all other Contract Documents including but not limited to the GENERAL CONDITIONS, GENERAL REQUIREMENTS, and the GEOTECHNICAL REPORT dated 2/24/14
  - B. Removal of the existing turf, and remove and recompact 24" of soil, as specified in the Geotechnical Report.
- 1.1 **Synthetic Soccer Field Contractor Minimum Qualifications and Experience.** The specific contractor that will actually construct the Synthetic Soccer Field must have adequate qualifications and experience in constructing public synthetic soccer fields comparable to this project. In order for a bid to be considered eligible for this project, the SYNTHETIC SOCCER FIELD CONTRACTOR must have completed in the last six (6) years at least five (5) public use synthetic soccer fields for government agencies.
- 1.2 USE OF ELECTRONIC DOCUMENT CONTROL SYSTEM
- A. The CONTRACTOR shall use a web based document control system to submit and receive all construction related documentation on this project. The system used is "e2020" and costs associated for the use of the software have been paid for by the City. The website address to be used will be provided by the ENGINEER after award of the contract. The CITY will provide training to the CONTRACTOR on the use of the system. The information to be generated, transmitted and tracked by the e2020 document control system shall include, but not be limited to the following:
    - 1. Correspondence (including Engineer's Communication).
    - 2. Plan Clarifications.
    - 3. Request for Information (RFI's).
    - 4. Shop Drawings.
    - 5. Change Orders.
    - 6. Allowance Orders.
    - 7. Progress Photos.
    - 8. Project Schedules.
    - 9. Meeting Minutes.
    - 10. Permits.
    - 11. Partnering (Issue Resolution Ladder, Charter).
  - B. When large drawings or product samples are required to be submitted that cannot be submitted through e2020, the CONTRACTOR shall:
    - 1. Upload a transmittal sheet for the submittal in e2020,
    - 2. Submit six (6) full-size hard copies,
    - 3. Submit one half-sized hard copy (not exceeding 11x17 inches),
    - 4. Transmit electronic files to the ENGINEER in Adobe Acrobat (.PDF) format.
  - C. The CONTRACTOR shall be responsible for the installation of its own computer system, scanner, and the procurement of an Internet Service Provider (ISP) with a high speed broadband internet

connection for its own and the ENGINEER/INSPECTOR site offices to access the document control system.

- D. At the request of the ENGINEER, the CONTRACTOR must provide a hard copy of approved submittals to the INSPECTOR, at no additional cost to the CITY.

The contractor must ensure that the SYNTHETIC SOCCER FIELD CONTRACTOR meet these minimum qualifications and experience requirements. The contractor must submit with the bid the completed "SYNTHETIC SOCCER FIELD CONTRACTOR'S MINIMUM QUALIFICATIONS AND EXPERIENCE WITH PUBLIC SYNTHETIC SOCCER FIELD CONSTRUCTION" forms (pages GR-S2 through GR-S3), attached hereto. **Failure to submit the completed minimum qualifications and experience forms with the bid or failure to meet the minimum qualifications of the SYNTHETIC SOCCER FIELD CONTRACTOR will result in the bid being non-responsive.**

# POOL CONTRACTOR'S MINIMUM QUALIFICATIONS AND EXPERIENCE WITH PUBLIC SYNTHETIC SOCCER FIELD CONSTRUCTION

**FAILURE TO SUBMIT THIS FORM WITH THE BID OR FAILURE TO MEET THE MINIMUM QUALIFICATIONS OF THE SYNTHETIC SOCCER FIELD CONTRACTOR WILL RESULT IN THE BID BEING NON-RESPONSIVE**

The intent of this form is to solicit information to confirm if the Synthetic Soccer Field Contractor meets the minimum qualifications as a synthetic soccer field builder for the Ken Malloy Harbor Regional Park Synthetic Soccer Field project. The SYNTHETIC SOCCER FIELD CONTRACTOR that will actually construct the synthetic soccer field must have completed in the last six (6) years at least five (5) public use synthetic soccer fields for government agencies. The synthetic soccer fields must be all new construction and must be currently in operation for at least one year. These forms (pages GR-S2 through GR-S3) will help to determine if the SYNTHETIC SOCCER FIELD CONTRACTOR meets the minimum qualification for this project; however, submission of the forms (pages GR-S2 through GR-S3) does not in and of itself constitute qualification.

Submit the following information on projects that the POOL CONTRACTOR has completed.

## PROJECT NO. 1

### A. Project Information

1. Project Name and Address \_\_\_\_\_

2. Project Description  
(Meeting minimum  
qualifications above) \_\_\_\_\_  
\_\_\_\_\_

3. Construction Cost \_\_\_\_\_

4. Year Completed \_\_\_\_\_

### B. Contact Information

1. Owner / Reference Name \_\_\_\_\_

2. Telephone \_\_\_\_\_

## PROJECT NO. 2

### A. Project Information

1. Project Name and Address \_\_\_\_\_

2. Project Description  
(Meeting minimum  
qualifications above) \_\_\_\_\_  
\_\_\_\_\_

3. Construction Cost \_\_\_\_\_

4. Year Completed \_\_\_\_\_

### B. Contact Information

1. Owner / Reference Name \_\_\_\_\_

2. Telephone \_\_\_\_\_

**PROJECT NO. 3**

**A. Project Information**

**1. Project Name and Address**

---

**2. Project Description**

(Meeting minimum  
qualifications above)

---

---

**3. Construction Cost**

---

**4. Year Completed**

---

**B. Contact Information**

**1. Owner / Reference Name**

---

**2. Telephone**

---

**PROJECT NO. 4**

**A. Project Information**

**1. Project Name and Address**

---

**2. Project Description**

(Meeting minimum  
qualifications above)

---

---

**3. Construction Cost**

---

**4. Year Completed**

---

**B. Contact Information**

**1. Owner / Reference Name**

---

**2. Telephone**

---

**PROJECT NO. 5**

**A. Project Information**

**1. Project Name and Address**

---

**2. Project Description**

(Meeting minimum  
qualifications above)

---

---

**3. Construction Cost**

---

**4. Year Completed**

---

**B. Contact Information**

**1. Owner / Reference Name**

---

**2. Telephone**

---

END OF DOCUMENT

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
GEORGE HOVAGUIMIAN  
JAVIER NUNEZ



ERIC GARCETTI  
MAYOR

RAYMOND S. CHAN, C.E., S.E.  
GENERAL MANAGER

FRANK BUSH  
EXECUTIVE OFFICER

**SOILS REPORT APPROVAL LETTER**

May 18, 2015

LOG # 83880-01  
SOILS/GEOLOGY FILE - 2

City of Los Angeles, Rec & Parks  
221 N. N Figueroa St. 1550  
Los Angeles, CA 90012

TRACT: CHA'S VICTOR HALL TRACT(M R 26-65)  
BLOCK: 12  
LOT(S): 6 & 7  
LOCATION: 2726-2800 ½ S. Dalton Ave.

<u>CURRENT REFERENCE</u>	<u>REPORT</u>	<u>DATE(S) OF</u>	<u>PREPARED BY</u>
<u>REPORT/LETTER(S)</u>	<u>No.</u>	<u>DOCUMENT</u>	
Soils Report	13-095	04/23/2015	LA City Geotechnical
Oversized Document	“	”	“

<u>PREVIOUS REFERENCE</u>	<u>REPORT</u>	<u>DATE(S) OF</u>	<u>PREPARED BY</u>
<u>REPORT/LETTER(S)</u>	<u>No.</u>	<u>DOCUMENT</u>	
Dept. Correction Letter	83880	05/08/2014	LADBS
Soils Report	E170171B	02/24/2014	LA City Geotechnical Engineering Group

The Grading Division of the Department of Building and Safety has reviewed the referenced report providing recommendations for the proposed construction of a synthetic soccer field and infiltration facility. According to the report, artificial fill over native soils was encountered during the exploration. The consultant recommends removal and recompaction of the earth materials to a minimum depth of 2 feet below the surface. The current report has updated the site address and legal description of the proposed project.

The referenced report is acceptable, provided the following conditions are complied with during site development:

(Note: Numbers in parenthesis ( ) refer to applicable sections of the 2014 City of LA Building Code. P/BC numbers refer the applicable Information Bulletin. Information Bulletins can be accessed on the internet at LADBS.ORG.)

1. The soils engineer shall review and approve the detailed plans prior to issuance of any permit. This approval shall be by signature on the plans which clearly indicates that the soils engineer has reviewed the plans prepared by the design engineer and that the plans included the recommendations contained in his report. (7006.1)

2. All recommendations of the report which are in addition to or more restrictive than the conditions contained herein shall be incorporated into the plans.
3. A copy of the subject and appropriate referenced reports and this approval letter shall be attached to the District Office and field set of plans. Submit one copy of the above reports to the Building Department Plan Checker prior to issuance of the permit. (7006.1)
4. A grading permit shall be obtained. (106.1.2)
5. All man-made fill shall be compacted to a minimum 90 percent of the maximum dry density of the fill material per the latest version of ASTM D 1557. Where cohesionless soil having less than 15 percent finer than 0.005 millimeters is used for fill, it shall be compacted to a minimum of 95 percent relative compaction based on maximum dry density (D1556). Placement of gravel in lieu of compacted fill is allowed only if complying with Section 91.7011.3 of the Code. (7011.3)
6. Existing uncertified fill shall not be used for support of footings, concrete slabs or new fill. (1809.2)
7. Drainage in conformance with the provisions of the Code shall be maintained during and subsequent to construction. (7013.12)
8. The applicant is advised that the approval of this report does not waive the requirements for excavations contained in the State Construction Safety Orders enforced by the State Division of Industrial Safety. (3301.1)
9. Unsurcharged temporary excavations over 3 feet exposing soil shall be trimmed back at a gradient not exceeding 1:1, as recommended.
10. A supplemental report shall be submitted to the Grading Division of the Department containing temporary excavation recommendations if excavations deeper than 5 feet are anticipated.
11. Where any excavation, not addressed in the approved reports, would remove lateral support (as defined in 3307.3.1) from a public way, adjacent property or structures, a supplemental report shall be submitted to the Grading Division of the Department containing recommendations for shoring, underpinning, and sequence of construction. Report shall include a plot plan and cross-section(s) showing the construction type, number of stories, and location of adjacent structures, and analysis incorporating all surcharge loads that demonstrate an acceptable factor of safety against failure. (7006.2 & 3307.3.2)
12. The infiltration facility design and construction shall comply with the minimum requirements specified in the Information Bulletin P/BC 2011-118.
13. The infiltration system shall be constructed at the location shown on the drawing attached to the current report.
14. A minimum distance of 10 feet (in any direction) shall be provided from adjacent proposed/existing footings to the proposed infiltration system. A minimum distance of 10 feet horizontally shall be provided from private property lines to the proposed infiltration system.
15. The construction of the infiltration system shall be provided under the inspection and approval of the soils engineer.

16. An overflow outlet shall be provided to conduct water to the street in the event that the infiltration system capacity is exceeded. (P/BC 2011-118)
17. Approval for the proposed infiltration system from the Bureau of Sanitation, Department of Public Works shall be secured.
18. All concentrated drainage shall be conducted in an approved device and disposed of in a manner approved by the LADBS. (7013.10)
19. The soils engineer shall inspect all excavations to determine that conditions anticipated in the report have been encountered and to provide recommendations for the correction of hazards found during grading. (7008 & 1705.6)
20. Prior to the pouring of concrete, a representative of the consulting soils engineer shall inspect and approve the footing excavations. He shall post a notice on the job site for the LADBS Building Inspector and the Contractor stating that the work so inspected meets the conditions of the report, but that no concrete shall be poured until the City Building Inspector has also inspected and approved the footing excavations. A written certification to this effect shall be filed with the Grading Division of the Department upon completion of the work. (108.9 & 7008.2)
21. Prior to excavation, an initial inspection shall be called with LADBS Inspector at which time sequence of construction, protection fences and dust and traffic control will be scheduled. (108.9.1)
22. Prior to the placing of compacted fill, a representative of the soils engineer shall inspect and approve the bottom excavations. He shall post a notice on the job site for the City Grading Inspector and the Contractor stating that the soil inspected meets the conditions of the report, but that no fill shall be placed until the LADBS Grading Inspector has also inspected and approved the bottom excavations. A written certification to this effect shall be included in the final compaction report filed with the Grading Division of the Department. All fill shall be placed under the inspection and approval of the soils engineer. A compaction report together with the approved soil report and Department approval letter shall be submitted to the Grading Division of the Department upon completion of the compaction. In addition, an Engineer's Certificate of Compliance with the legal description as indicated in the grading permit and the permit number shall be included. (7011.3)



ALAN DANG  
Structural Engineering Associate I

AD/ad  
Log No. 83880-01  
213-482-0480

cc: LA City GEO, Applicant  
LA City Geotechnical, Project Consultant  
LA District Office

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING

**GEOTECHNICAL ENGINEERING GROUP**



**GEOTECHNICAL ENGINEERING REPORT  
LOREN MILLER PARK - SYNTHETIC SOCCER FIELD  
2717 HALLDALE AVENUE  
CHA'S VICTOR HALL TRACT, BLOCK 12, LOT 16  
LOS ANGELES, CALIFORNIA**

**W.O. #E170171B  
GEO FILE # 13-095  
DATE: FEBRUARY 24, 2014**

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Figure 1 Vicinity Map

Appendix A Department of General Services, Standards Division, Report of Subsurface Investigation, Loren Miller Recreation Center, Synthetic Soccer Field, December 2013

## **1.0 INTRODUCTION**

This report presents the results of our geotechnical investigation for the Loren Miller Park - Synthetic Soccer Field. The project site, as shown on Figure 1, is located at 2717 Halldale Avenue in Los Angeles. This investigation was conducted to evaluate the subsurface conditions and provide geotechnical recommendations for design and construction of the project. The Geotechnical Engineering Group (GEO) prepared this report in response to the Recreation and Cultural Facilities Program request dated July 25, 2013 and Notice to Proceed dated October 3, 2013.

This report is based on visual observation, subsurface investigation and laboratory testing. At the request of GEO, the Department of General Services, Standard Division (Standards) performed the drilling and soil sampling, infiltration testing and laboratory tests. Standards' Report of Subsurface Investigation is included in Appendix A of this report. GEO has reviewed the report, concurs with their findings, and accepts responsibility for the use of its contents.

## **2.0 PROJECT SCOPE**

The project consists of constructing a new synthetic turf soccer field, which will include the installation of permanent goal posts, a chain link fence, drainage system, field cooling system, and an irrigation system. The project will involve re-grading of the existing grass area; however, final site grades are expected to be within one to two feet of the current site grades.

If significant changes to the project are proposed, the findings and recommendations in this report may not still be applicable, and a supplemental report may be required. GEO should be provided an opportunity to review any proposed changes and determine if supplemental recommendations are required.

## **3.0 FIELD EXPLORATION PROGRAM**

Two exploratory borings were drilled in the area of the proposed soccer field; one near the northwest corner and the other near the southeast corner. The borings were drilled to depths ranging from approximately 7 feet to 11½ feet below the ground surface (bgs). The borings were drilled using a truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers. The approximate boring locations and the final boring logs are presented on the Test Boring Location Map and Aerial Photo in Standards' report (Appendix A). A more detailed description of the drilling program is also provided in Standards' report.

Screening for volatile organic compounds (VOCs) was performed to evaluate whether fuel spills or other contamination of the soil may have occurred in the project area. Soil samples were screened in the field using a portable Organic Vapor Analyzer (OVA), and a multigas detector was also used as a screening tool for methane (Lower Explosive Limit or LEL). OVA and methane levels at the site were found to be non-detect.

Borings TW-1 and TW-2 were both converted to monitoring wells, and infiltration testing was conducted within each well. The infiltration testing, including the results, is discussed in Section 6.4 of this report.

#### 4.0 LABORATORY TESTING

Selected soil samples were tested for the following properties:

- In-Place Dry Density and Field Moisture (D2937)
- Laboratory Maximum Dry Density and Optimum Moisture Content (ASTM D1557)
- Consolidation (ASTM D2435)
- Direct Shear (ASTM D3080)
- Grain Size Analysis and Hydrometer (ASTM D422)
- Atterberg Limits (ASTM D4318)
- Expansion Index (ASTM D4829)

Laboratory test results are presented in Standards' Report (Appendix A). Soil parameters used for design purposes are summarized in Table 1, Soil Design Parameters.

TABLE 1 – SOIL DESIGN PARAMETERS

Material	Soil Description	Unit Weight	Cohesion	Friction
Compacted Fill (90% Relative Compaction)	Clayey Sand to Sandy Lean Clay (SC-CL)	125 pcf	300 psf	32°
Native Soil	Silty Sand with Gravel (SM)	125 pcf	0 psf	42°

#### 5.0 SITE GEOLOGY

The Geologic Map by Thomas W. Dibblee Jr. (1991) indicates the site is underlain by Quaternary Alluvium that was deposited in the Holocene Epoch. According to Dibblee Jr., the Quaternary Alluvium is comprised of clay, sand, and gravel.

#### 6.0 FINDINGS

##### 6.1 SURFACE CONDITIONS

The proposed soccer field site is located in the southwest portion of the Loren Miller Park; on the east side of S Dalton Avenue near W 27<sup>th</sup> Street. The site is relatively flat and vacant. The recreation facility is located on the east side of the project site, and the area to the north is occupied by two tennis courts. There is a paved driveway that provides access to the park on the south side of the project site.

##### 6.2 SUBSURFACE CONDITIONS

Undocumented fill was encountered in TW-2 to a depth of approximately 4 feet bgs. The fill is comprised of silty sand with gravel and contained fragments of glass. The near surface native soil encountered in TW-1 consists of clayey sand to sandy lean clay to a depth of approximately 4 feet bgs. Based on the 2011 Los Angeles Building Code criteria,

the near surface native soil is not considered to be expansive. The underlying soil consists of silty sand with gravel to the maximum explored depths in both borings.

### 6.3 GROUNDWATER

Free groundwater was not encountered in either of the borings to a maximum explored depth of approximately 11½ feet bgs. Groundwater data obtained from California Division of Mines and Geology (CDMG, 1998) indicates the shallowest reported historic depth to groundwater in the site area is on the order of 40 feet bgs. Groundwater was encountered at a depth of approximately 40 feet bgs in a previous boring that was drilled by GEO at the site in November, 2003. It should be noted that groundwater levels can fluctuate with seasonal rainfalls, dry weather, irrigation practices and pumping activities in the vicinity of the site.

### 6.4 INFILTRATION TESTING

The testing procedures were performed in general accordance with the "Shallow Well Pump-in Method" guidelines, as presented in Chapter 29 of the American Society of Agronomy (1986) textbook. Prior to infiltration testing, each test well was filled with water and left overnight. The infiltration testing was initiated by filling the well casing with water. As water began to infiltrate, the established water level was kept relatively constant by adding water at predetermined time increments. The amount of water added during each time increment to maintain the constant water level was recorded on field data sheets. Each test was performed for eight hours and until the infiltration rates appeared to stabilize (i.e. reach a steady-state flow condition). The test data sheets are provided in Appendix A. Following completion of the tests, each well was abandoned by backfilling the borehole with the on-site soils. A summary of the field saturated hydraulic conductivity values is presented below in Table 2. A factor of safety has not been applied to these values.

TABLE 2 – SUMMARY OF INFILTRATION TEST RESULTS

Test Well ID	Infiltration Zone (inches below ground surface)	Steady-State Infiltration Rate (in/hr)	USCS Soil Types
TW-1	24 – 78	9.3	SC
TW-2	24 – 138	48	SC & SM

The infiltration rates presented above may not be applicable to other areas of the site. Minor changes in soil composition can result in significant changes to the infiltration rates. The parameters above should only be used for design by those with an understanding of the limitations of the testing method and complexities of subsurface drainage.

### 7.0 SEISMIC HAZARDS

The project site is not located within an area that has been classified by the City of Los Angeles as potentially liquefiable (NavigateLA). The project consists of constructing a soccer field, and at this time, no structures are proposed; therefore, an evaluation of seismic hazards, including liquefaction potential, was beyond our current scope of work. If structures are proposed in the future, an evaluation of seismic hazards may be required.

## **8.0 SITE RECOMMENDATIONS**

### **8.1 GENERAL**

Based on the results of our geotechnical investigation, the proposed project is considered geotechnically feasible provided the recommendations in this report are incorporated into the design and construction of the project.

Site preparation and earthwork recommendations are provided in the remaining sections of this report. A representative of GEO will need to provide observation and testing services during the anticipated earthwork. This will allow us the opportunity to compare actual conditions with those encountered in the exploratory borings and, if necessary, provide supplemental recommendations. We shall also be provided an opportunity to review the design plans and specifications prior to finalizing.

### **8.2 DRAINAGE SYSTEM**

Based on our estimations of the infiltration rates and the guidelines presented in the City of Los Angeles Low Impact Development Best Management Practices (LID BMP) Handbook, the project site can be classified as a Category 1 or "Feasible" for onsite infiltration. This classification is based on the assumption that the infiltration pit will be located at least 25 feet from adjacent buildings and/or other important structures.

The design details of the drainage system were not provided to us at the time of this report. The drainage system shall be designed in accordance with Minimum Design Requirements as presented in the City of Los Angeles Department of Building and Safety (LADBS) Information Bulletin P/BC 2011-118 "Guidelines for Stormwater Infiltration." One of the key requirements in the Bulletin is that water shall not infiltrate into fill material. Based on the existing subsurface conditions and proposed grading, the minimum depth of infiltration shall be 4 feet unless the drainage system is installed in an area of the site where there is no existing undocumented fill (i.e. western portion). The minimum infiltration depth may be 3 feet in areas where there is no existing undocumented fill.

It is our opinion that, if the drainage system is designed in accordance with LADBS requirements, infiltration is not expected to result in ground settlement that could affect structures, either on or adjacent to the site. Furthermore, infiltration is not expected to result in soil saturation that could affect retaining/basement structures.

### **8.3 SITE PREPARATION AND EARTHWORK**

#### **8.3.1 Site Clearing**

Prior to construction, all organic or inorganic materials shall be removed from the construction area and disposed of outside the site. Any existing structural or landscape elements within these areas, including any foundation elements, shall be demolished and removed from the site. Any utilities, whether active or inactive, shall be identified and removed from the site or relocated per project plans and specifications. Any cavities resulting from removal of any existing foundations or utility lines shall be properly backfilled and compacted in accordance with the recommendations in Section 8.3.6 of this report.

### **8.3.2 Over Excavation**

All existing fill materials within the area of the proposed soccer field shall be over-excavated to a depth of at least 24 inches below existing grade. The excavation shall extend laterally beyond the edge of the soccer field a minimum distance of 3 feet or to site property lines, whichever is smaller. Additional excavation may be required if soft soil is encountered at the base of the excavation.

### **8.3.3 Temporary Excavations**

The soil at the site can be readily excavated using conventional earthmoving equipment. Excavations greater than 2 to 3 feet are not anticipated for the project.

### **8.3.4 Subgrade Preparation**

If soft, yielding, or unsuitable soils are exposed at the subgrade surface, then the unsuitable soils shall be removed and replaced with properly compacted fill soils. If additional removal causes an uneven bottom, GEO may require additional excavation to provide a suitable subgrade transition. All exposed excavation bottoms, shall be scarified to a minimum depth of 6 inches, moisture conditioned, and compacted to a minimum 90% relative compaction as determined by ASTM D1557. The excavation bottom shall be observed, tested, and approved by a representative of GEO prior to placement of backfill.

Following subgrade approval, fill material may be placed in accordance with the following recommendations. Subgrade soils shall be kept moist (between 0 and 2 percent above the optimum moisture content) but not flooded until covered with subsequent fill or construction.

### **8.3.5 Fill Materials**

Fill soils shall consist of the on-site soils or approved import material. The on-site soils shall be free of organic matter, debris, and other deleterious materials, and shall not contain inorganic debris and all materials with any dimension larger than 3 inches. Drying of wet site soils or mixing of these soils with dryer soils may be required prior to being used as compacted fill. Import material for use as fill for this project shall be predominantly granular (minimum 80% passing number 4 sieve and 35% or less passing the number 200 sieve), non-expansive (EI less than 20), and shall be free of organic or inorganic debris, contamination and materials with any dimension larger than 3 inches. Import material shall be tested and approved by GEO prior to importing to the job site. GEO shall be notified a minimum of three working days prior to scheduled importing of soil to the project site.

### **8.3.6 Fill and Backfill Placement**

Fill shall only be placed on approved surfaces/subgrades prepared in accordance with Section 8.3.4 of this report. All soccer field backfill shall be compacted to a minimum of 90 percent relative compaction, as determined by ASTM Test Method D1557. The fill shall be moisture conditioned to within 1 and 3 percent above the optimum moisture content. Compaction shall be tested and recorded by a certified compaction testing agency working under the direct supervision of GEO. Compacted fill soils shall be kept moist, (at or slightly above the specified moisture content at the time of compaction) but not flooded, until covered with subsequent construction. If fill soils are softened or eroded by excessive

moisture or construction disturbance, they shall be replaced or recompacted at the discretion of the Geotechnical Engineer before additional fill or construction is placed. Certification and inspection approvals for compromised soils are void and invalid.

### **8.3.7 Trench Backfill**

Trench excavations for shallow utility and/or drainage pipes beneath the soccer field may be backfilled with onsite soils under the observation of a representative of GEO. After utility pipes have been laid, properly bedded, and covered per the project specifications, they shall be backfilled to the ground surface or design subgrade with controlled backfill. Controlled backfill shall be moisture conditioned, placed and compacted in accordance with the recommendations presented in Section 8.3.6 of this report.

### **8.3.8 Fill Certification**

Following successful completion of the fill placement and compaction, GEO will issue a Compaction Certification.

## **9.0 SUPPLEMENTAL GEOTECHNICAL SERVICES**

### **9.1 REVIEW OF PLANS AND SPECIFICATIONS**

The grading plans and specifications should implement the recommendations presented in this report and should be reviewed by GEO to ensure proper interpretation and application of our recommendations.

### **9.2 GEOTECHNICAL OBSERVATION AND TESTING DURING CONSTRUCTION**

All grading should be performed under the observation and testing of the Geotechnical Engineer at the following stages:

- Upon completion of site clearing;
- During site excavation;
- During subgrade preparation;
- During fill placement;
- During excavation and backfilling of all utility trenches; and
- When any unusual or unexpected geotechnical conditions are encountered.

### 10.0 CLOSURE

If there are any questions regarding this report, please contact Jose Beristain at (213) 847-0478.



Jose Beristain, RCE 79586  
Civil Engineering Associate III



Easton R. Forcier, GE 2948  
Geotechnical Engineer I

**REFERENCES**

American Society of Agronomy, Inc., 1986, Methods of Soil Analysis, Part 1, Physical and Mineralogical Methods, Second Edition, p. 758-763.

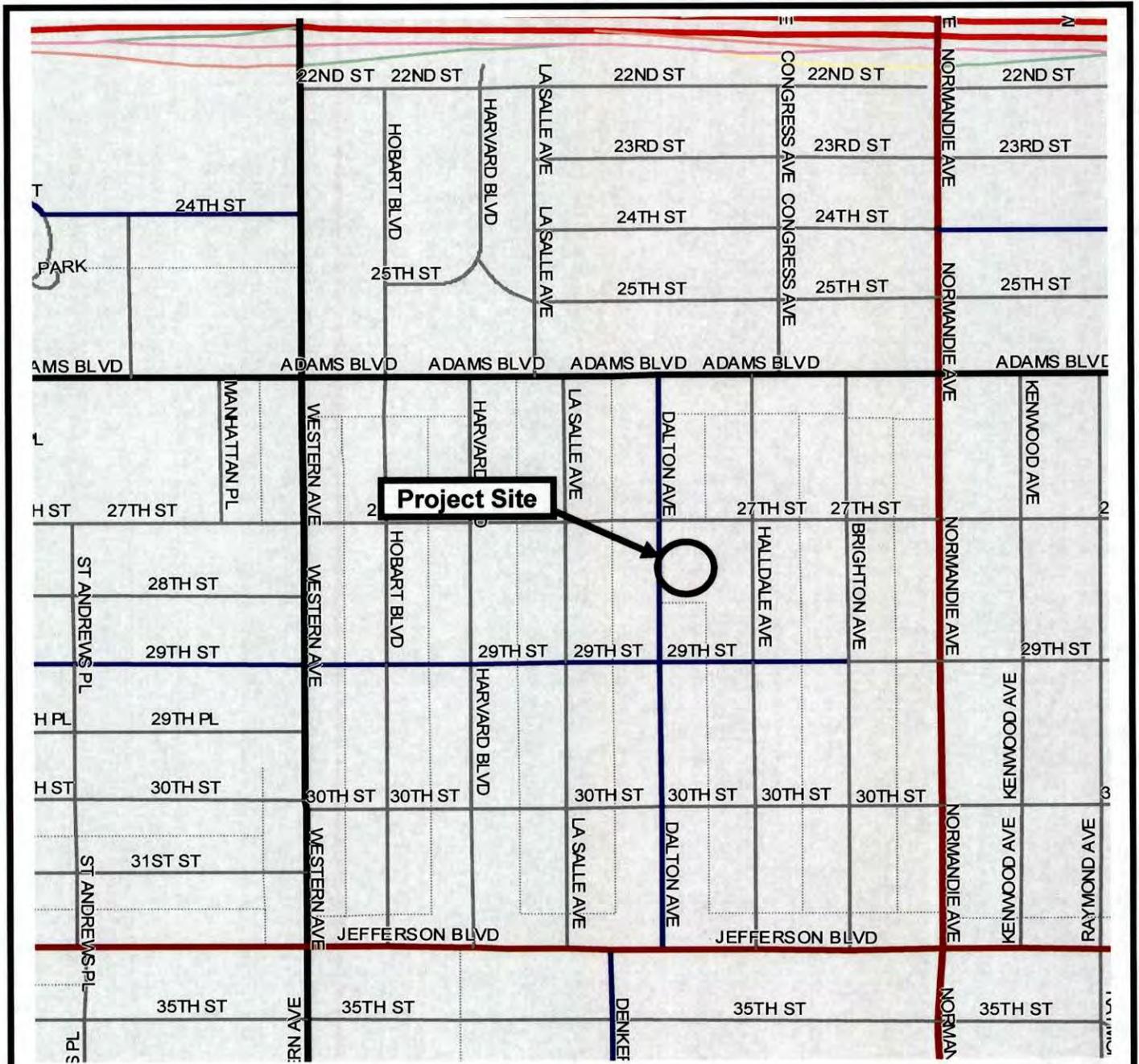
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Los Angeles Department of Building and Safety, 2011, Guidelines for Storm Water Infiltration, Information Bulletin, P/BC 2011-118, January 1.



Reference: NavigateLA

# Vicinity Map

Approximate Scale 1:8000

**Loren Miller  
Recreation Center  
Synthetic Soccer Field  
LOS ANGELES, CALIFORNIA**

**BUREAU OF ENGINEERING  
GEOTECHNICAL ENGINEERING GROUP  
(GEO)  
GEO FILE No.: 13-095  
DATE: February 2014**

**PLATE  
No. 1**

**APPENDIX A**

**DEPARTMENT OF GENERAL SERVICES  
STANDARDS DIVISION  
REPORT OF SUBSURFACE INVESTIGATION**

GEOTECHNICAL DIVISION  
ENGINEERING

2014 FEB -6 AM 10: 55

CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
STANDARDS DIVISION

LOREN MILLER RECREATION CENTER  
SYNTHETIC SOCCER FIELD

LAB NO. 140-5971

W.O NO. E170171B  
DECEMBER 2013

GEOTECHNICAL SERVICES FILE: 13-095

CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
STANDARDS

2319 DORRIS PLACE  
LOS ANGELES, CA 90031  
(213) 485-2242  
fax (213) 485-5075

Lab. No. 140-5971

Received: 09-23-13

NTP: 10-07-13

Reported: 01-17-13

TO: Deborah J. Weintraub  
Interim City Engineer

Attention: Christopher Johnson

Loren Miller Recreation  
Center Synthetic Soccer Field  
W.O. No. E170171B  
File No. 13-095

**Report of**  
**SUBSURFACE INVESTIGATION**

Transmitted are the results of subsurface investigation performed by Standards on the above-named project as requested by the Geotechnical Engineering Group (GEO) of the Bureau of Engineering. The logs of the test borings, the Unified Soil Classification and the results of the laboratory tests requested by the Engineer are parts of this report. The descriptions reported on the "Log of Test Boring" sheets are based on field identification procedures, examination of the samples in the laboratory and soil classification tests. The soil classification is based on the attached Unified Soils Classification System.

Two test borings were drilled on this project with a truck-mounted Central Mine Equipment Model-75HT drill rig using 9-inch diameter conventional flight augers. "Undisturbed" samples were obtained from the test borings at depths indicated on the log sheets with a 3½-inch outside diameter (O.D.) by 3-inch inside diameter (I.D.) Split Spoon sampler lined with 2⅞-inch inside diameter (I.D.) by 1-inch high brass tubes. The sampler was driven into the soil with the weight of a 300-pound automatic trip hammer falling approximately 30 inches.

The following tests were performed on samples from the test borings:

In-place Dry Density and Field Moisture (ASTM D2937)

Laboratory Maximum Dry Density and Optimum Moisture Content (ASTM D1557)

Consolidation (ASTM D2435)

Direct Shear (ASTM D3080)

Grain Size Analysis/Hydrometer (ASTM D422)

Liquid Limit (ASTM D4318 – one point method)

Plasticity Index (ASTM D4318)

Expansion Index (ASTM D4829)

Whenever possible, the in-place dry density and field moisture content were determined from the total undisturbed sample before being prepared for other laboratory tests. These are reported to the nearest 0.1 pound per cubic foot (nearest 1 pound per cubic foot on the log sheets) and 0.1 percent respectively.

Each consolidation test was performed on 2 $\frac{7}{8}$ -inch diameter by 1-inch one high undisturbed or remolded soil specimen in a floating ring type consolidometer. The specimen was retained in the 2 $\frac{7}{8}$ -inch I.D. brass ring during the test and porous disks were placed on the top and bottom of the specimen. The specimen was initially tested at field moisture to the normal load indicated on the data sheet. When the testing at field moisture was completed, sufficient water was added to cover the specimen and the consolidation test was continued with the specimen under water. At the conclusion of the test, the submerged specimen was allowed to rebound by decreasing the load in decrements shown on the data sheet, concluding with the normal load of 0.1 ton per square foot, and the corresponding rebound readings taken.

Each direct shear test was performed on 2 $\frac{7}{8}$ -inch diameter by 1-inch high undisturbed or remolded soil specimens that were soaked for at least 24 hours before being tested. During soaking the specimens were confined between two perforated brass plates to prevent swelling. The specimens were tested under various normal loads, with a different specimen being used for each normal load, while submerged in water. The rate of shearing is listed on the data sheet. Peak shear load values (represented by solid symbols) and ultimate shear load values at 0.250-inch displacement of the sheared specimens (represented by symbols which are not solid) are reported.

Percolation test was also performed at boring locations TW-1 and TW-2 from 11/01/13 to 11/15/13. Standards Division personnel followed GEO's Infiltration Testing Procedure that was transmitted to Standards on 09-23-13. The raw percolation test data sheets were faxed to GEO at the end of each test day. GEO was responsible to review the data sheets and analyze the test results. Tabulated data sheets for the percolation test are attached to this report for informational purposes only.

Geotechnical Engineering Group gave the Notice to Proceed with the subsurface investigation to Standards on 10-07-13. Jose Beristain of your Bureau was notified at least 48 hours prior to the drilling and sampling operations. A boring location map is included in this report.

All soil samples for the above-named project that were delivered to the Standard Foundation Laboratory are presently being stored. These samples will be discarded 45 days after the date of this report unless a specific written request to retain the samples for additional testing or for a longer storage period is submitted by your Bureau.

  
RAY H. SOLOMON, Director  
General Services/Standards



RHS:JV:KSN: m



**Legend:**

- = Test Boring Location
- BGS = Below Ground Surface
- ENG = Engineering Sampling (Split Spoon)

**Test Hole No., Location**

TW-1, 31' E/o ECF Dalton Av & 253' S/o SCF 27th St

TW-2, 150' E/o ECF Dalton Av & 293' S/o SCF 27th St

PROJECT TITLE: Loren Miller Recreation Center-Synthetic Soccer Field

W.O. NO. E170171B

CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
STANDARDS DIVISION

TEST BORING  
LOCATION MAP  
& AERIAL PHOTO

LAB. NO. 140-5971

Checked By: JV/KSN

DATE: 12-20-13

Sheet 1 of 1

# LOG OF TEST BORING

**LAB NO.:** 140- 5971      **PROJECT:** LOREN MILLER RECREATION CENTER - Synthetic Soccer Field

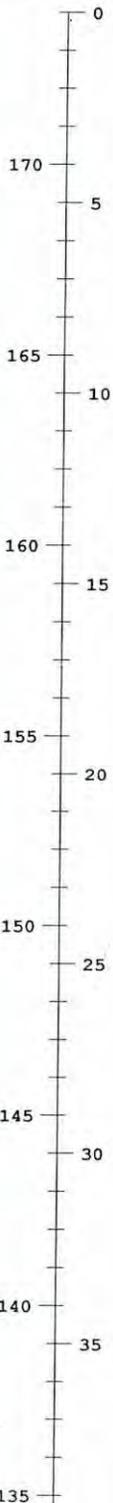
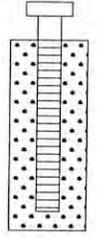
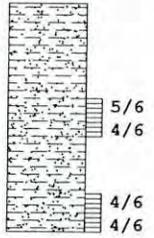
**BORING NO.:** TW-1      **ELEV.:** 174' MSL      **DATE:** 10-17-2013

**BORING LOCATION:** 31' E/o ECF Dalton Av & 253' S/o SCF 27th St

**DRILL RIG TYPE:** CME-75HT using 9" diameter conventional flight augers

**DRILLER:** Cooksey      **LOGGER:** Roth      **ENGINEER:** None present

**DEPTH TO WATER:** None      **DEPTH TO WATER SEEPAGE:** None

ELEVATION / DEPTH (ft)	WELL DETAILS	SOIL SYMBOLS, SAMPLER SYMBOLS AND BLOWS/INCHES	USCS	Field Description	Moist. %	Dens. Pcf
			SM	<p>Dark brown clayey sand with a trace of gravel; moist and dense.</p> <p>Soil color changed to reddish brown at 4' depth with decreasing silt but increasing in gravel content.</p> <p style="text-align: center;">--- No free water. ---</p> <p style="text-align: center;">Test Boring Location Coordinates: 34° 01' 48.46" North 118° 18' 13.92" West ---</p> <p>Installed a 4" diameter PVC infiltration test well to a depth of 6½', 5' slotted pipe, top of well is 12" below grade; boring was backfilled with # 3 sand.</p>	5.7  13.5  6.5	  119  121

# LOG OF TEST BORING

**LAB NO.:** 140- 5971      **PROJECT:** LOREN MILLER RECREATION CENTER - Synthetic Soccer Field

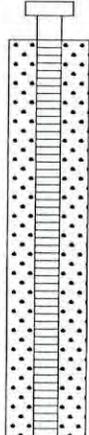
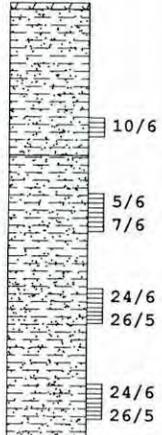
**BORING NO.:** TW-2      **ELEV.:** 175' MSL      **DATE:** 10-17-2013

**BORING LOCATION:** 150' E/o ECF Dalton Av & 293' S/o SCF 27th St

**DRILL RIG TYPE:** CME-75HT using 9" diameter conventional flight augers

**DRILLER:** Cooksey      **LOGGER:** Roth      **ENGINEER:** None present

**DEPTH TO WATER:** None      **DEPTH TO WATER SEEPAGE:** None

ELEVATION / DEPTH (ft)	WELL DETAILS	SOIL SYMBOLS, SAMPLER SYMBOLS AND BLOWS/INCHES	USCS	Field Description	Moist. %	Dens. Pcf
<div style="display: flex; flex-direction: column; align-items: center;"> <div style="margin-bottom: 10px;">175 — 0</div> <div style="margin-bottom: 10px;">170 — 5</div> <div style="margin-bottom: 10px;">165 — 10</div> <div style="margin-bottom: 10px;">160 — 15</div> <div style="margin-bottom: 10px;">155 — 20</div> <div style="margin-bottom: 10px;">150 — 25</div> <div style="margin-bottom: 10px;">145 — 30</div> <div style="margin-bottom: 10px;">140 — 35</div> </div>			SM	<p>2" Bermuda grass.</p> <p>FILL MATERIAL. Dark brown silty fine-medium sand with gravel and some glass fragments; moist and dense.</p> <p>Silty sand with gravel.</p> <p>Encountered a few cobbles from 8' to 11' depth.</p>	<p>3.9</p> <p>4.5</p> <p>2.5</p> <p>2.8</p>	<p>120</p> <p>120</p> <p>128</p> <p>128</p>
<p>--- No free water. ---</p> <p>Test Boring Location Coordinates: 34° 01' 48.46" North 118° 18' 13.92" West ---</p> <p>Installed a 4" diameter PVC infiltration test well to a depth of 11½', 10' slotted pipe, top of well is 12" below grade; boring was backfilled with # 3 sand.</p>						

# KEY TO SYMBOLS

Symbol Description

## Strata symbols

 Silty sands, sand-silt mixtures

 Bermuda Grass

## Soil Samplers

 Split Spoon

## Monitor Well Details

 covered riser

 slotted pipe w/ sand

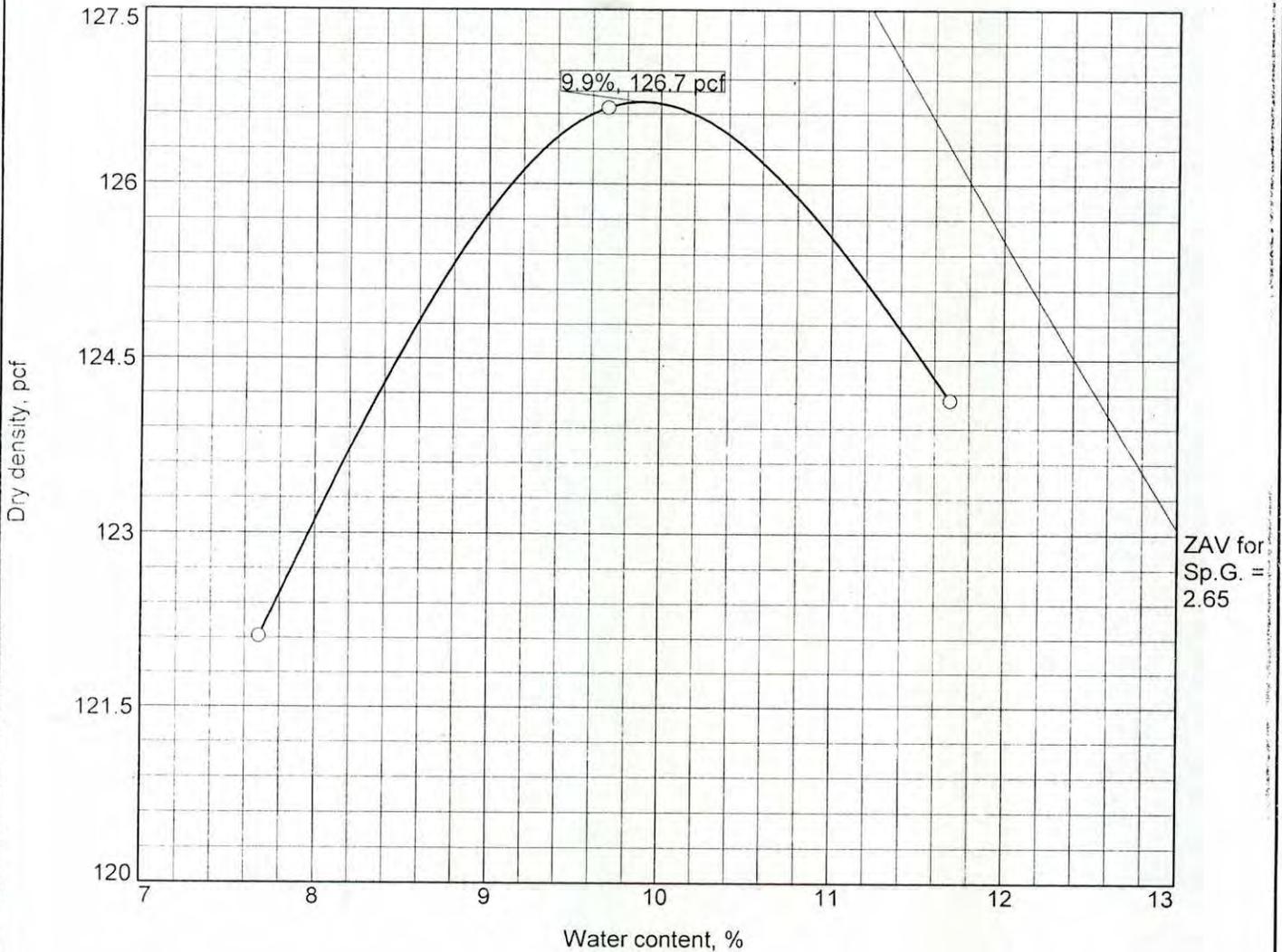
 silica sand, no pipe (end plug)

## Notes:

1. Two exploratory borings were drilled on 10/17/2013 with a CME-75HT drill rig using 9" diameter conventional flight augers.
2. Water was not encountered during the drilling of this project.
3. Boring locations were provided by Geotechnical Engineering Group and verified by Standards.
4. Abbreviations used on logs:

N/o = north of	NCF = north curb face	NE = northeast
S/o = south of	SCF = south curb face	NW = northwest
E/o = east of	ECF = east curb face	SE = southeast
W/o = west of	WCF = west curb face	SW = southwest
CL = center line	PL = property line	
AC = asphalt concrete	PCC = Portland cement concrete	
OVA = organic vapor analyzer	LEL = lower explosive limit	
PPM = parts per million	HT = high torque	
5. The stratification lines indicated on the boring maps and profiles represent the approximate boundary between material types and the transition may be gradual.
6. The materials, boundaries, and conditions have been established only at the boring locations, and are not necessarily representative of subsurface conditions elsewhere across the site.

# COMPACTION TEST REPORT



Test specification: ASTM D 1557-12 Method B Modified

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/8 in.	% < No.200
	USCS	AASHTO						
0-2.5'				2.65				

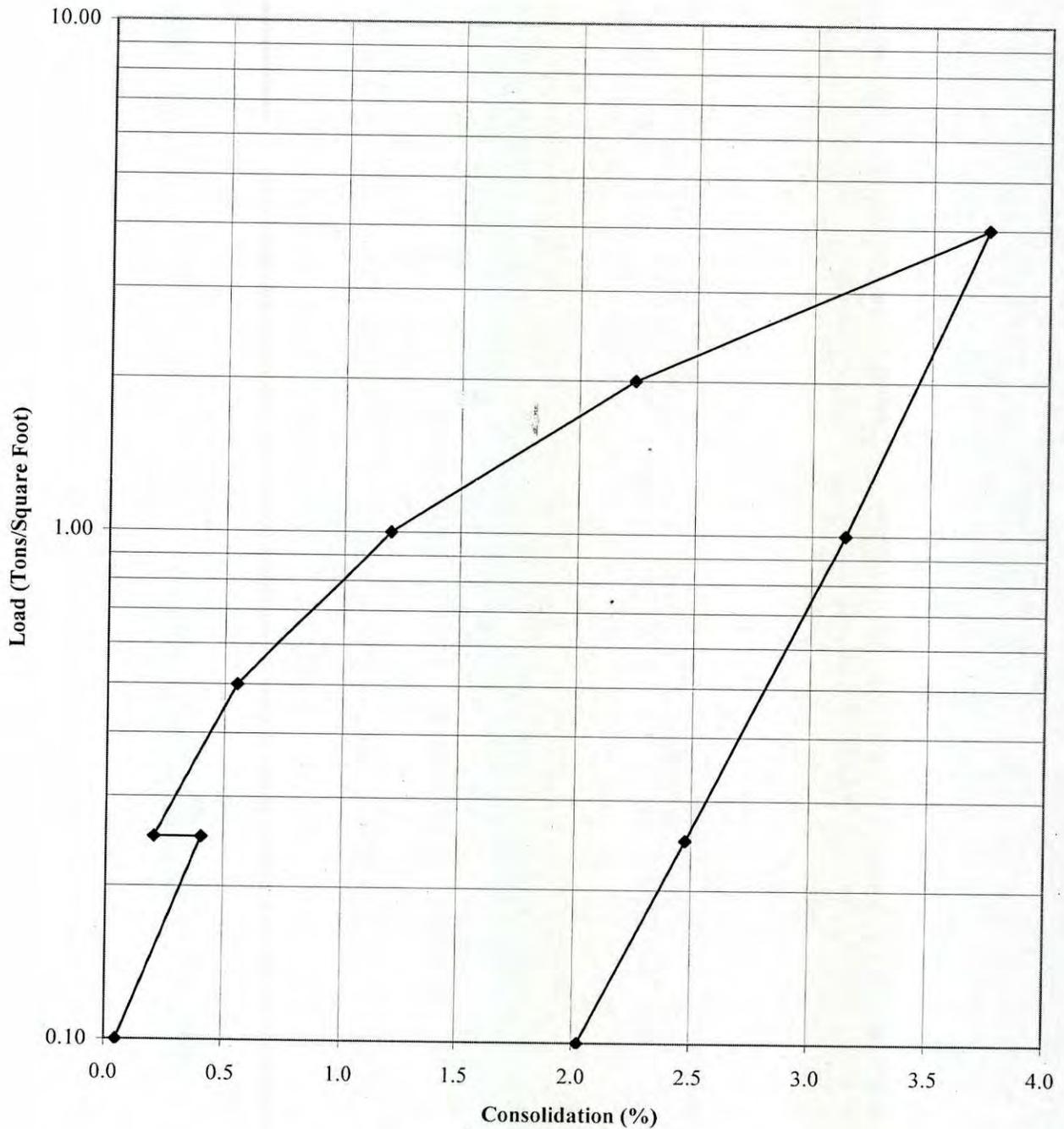
TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 126.7 pcf Optimum moisture = 9.9 %	Clayey Sand
Project No. E170171B    Client: GEO/PW Project: LOREN MILLER RECREATION CENTER Sample Number: TW-1 @ 0-2.5'	<b>Remarks:</b> Date Sampled: 10-17-2013 Project: 140-5971
<b>CITY OF LOS ANGELES - STANDARDS DIVISION</b>	

### CONSOLIDATION DIAGRAM

Job Title: LOREN MILLER RECREATION CENTER - Synthetic Soccer Field

W.O. NO.: E170171B

BORING No.	DEPTH (Feet)	LOAD WATER ADDED (Tons per Square Foot)	IN-PLACE DRY DENSITY (Pounds per Cubic Foot)	MOISTURE, %	
				START	END
TW-1	2.5	0.25	117.0	13.5%	16.1%

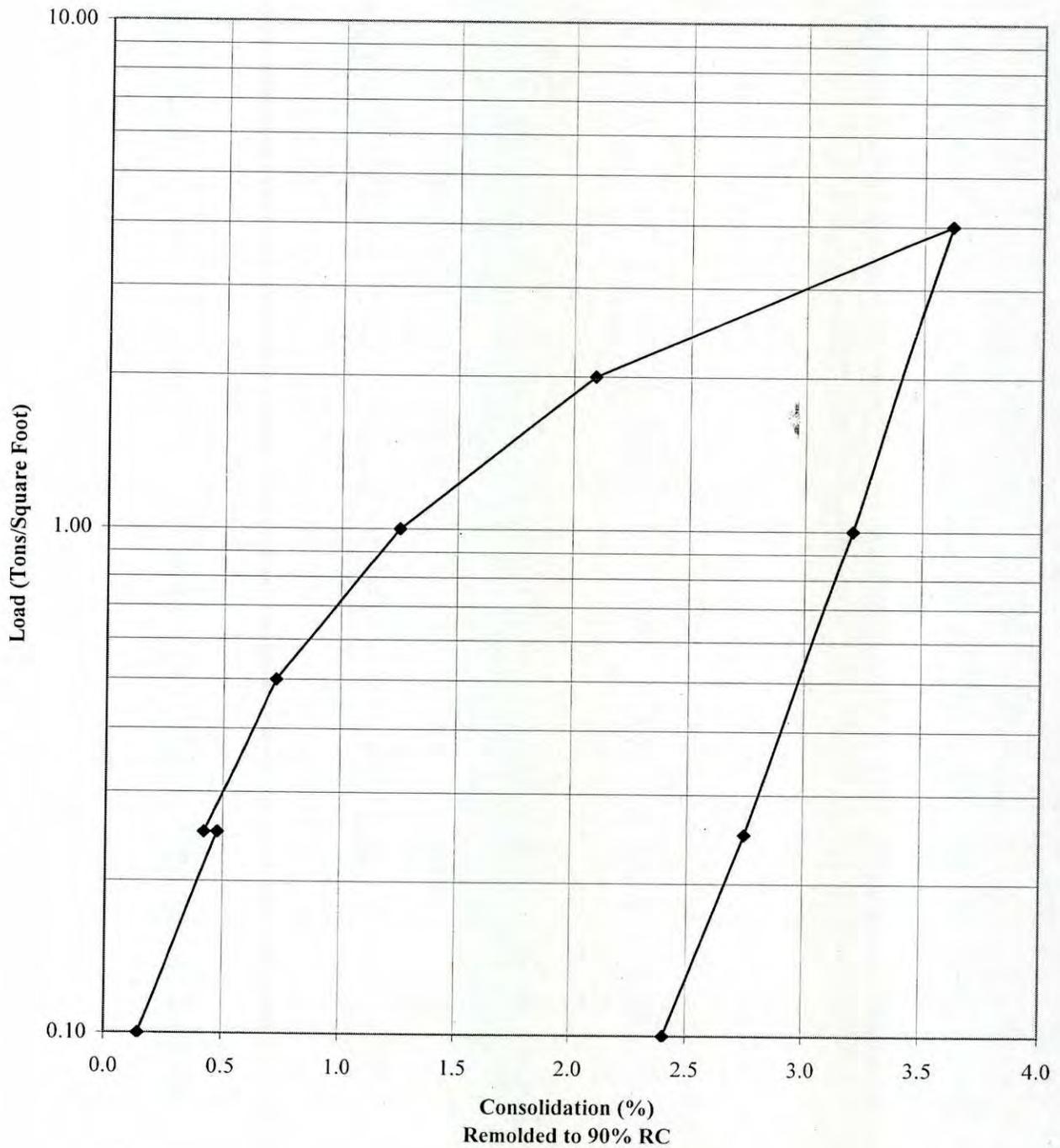


**CONSOLIDATION DIAGRAM**

Job Title: LOREN MILLER RECREATION CENTER - Synthetic Soccer Field

W.O. NO.: E170171B

BORING No.	DEPTH (Feet)	LOAD WATER ADDED (Tons per Square Foot)	IN-PLACE DRY DENSITY (Pounds per Cubic Foot)	MOISTURE	
				START	END
TW-1	0-2.5	0.25	114.4	9.9%	17.1%

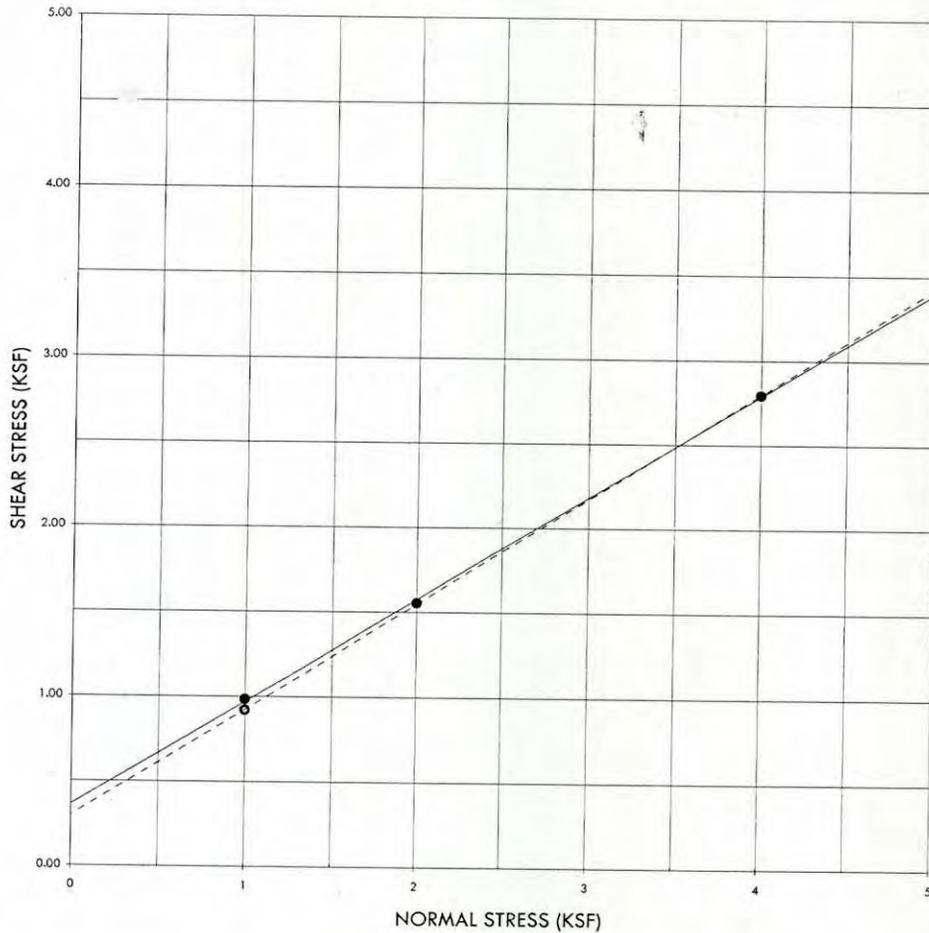


**CITY OF LOS ANGELES**  
**DEPARTMENT OF GENERAL SERVICES**  
 STANDARDS DIVISION, SOILS TESTING LAB  
 2319 DORRIS PLACE, LOS ANGELES, CA 90031  
 (213) 485-2242

**DIRECT SHEAR TEST REPORT (ASTM D 3080)**

Project No.:	140-5971
WO No.:	E170171B
Project Title:	LOREN MILLER RECREATION CENTER - Synthetic Soccer Field
Boring No.:	TW-1
Depth, feet:	0-2.5
Date Sampled:	10/17/2013
Diameter, in:	2.847
Soil Description:	Silty clayey sand with some gravel.
Disp. Rate, in/min:	0.002
Dry Density, PCF:	114.4
Initial Moisture, %:	9.9%
Final Moisture, %:	17.1%
Test By:	mnr/egj
Remarks:	Remolded to 90% RC 126.7 pcf @ 9.9% MC (LAB MAX)

SHEAR TEST RESULTS		
legend:	—●—	--○--
NORMAL STRESS, KSF	PEAK SHEAR STRESS, KSF	FINAL SHEAR STRESS, KSF
1	0.98	0.92
2	1.56	1.56
4	2.79	2.79
C =	0.36 ksf	0.30 ksf
TAN $\Phi$ =	0.61	0.62
$\Phi$ =	31.2°	32.0°

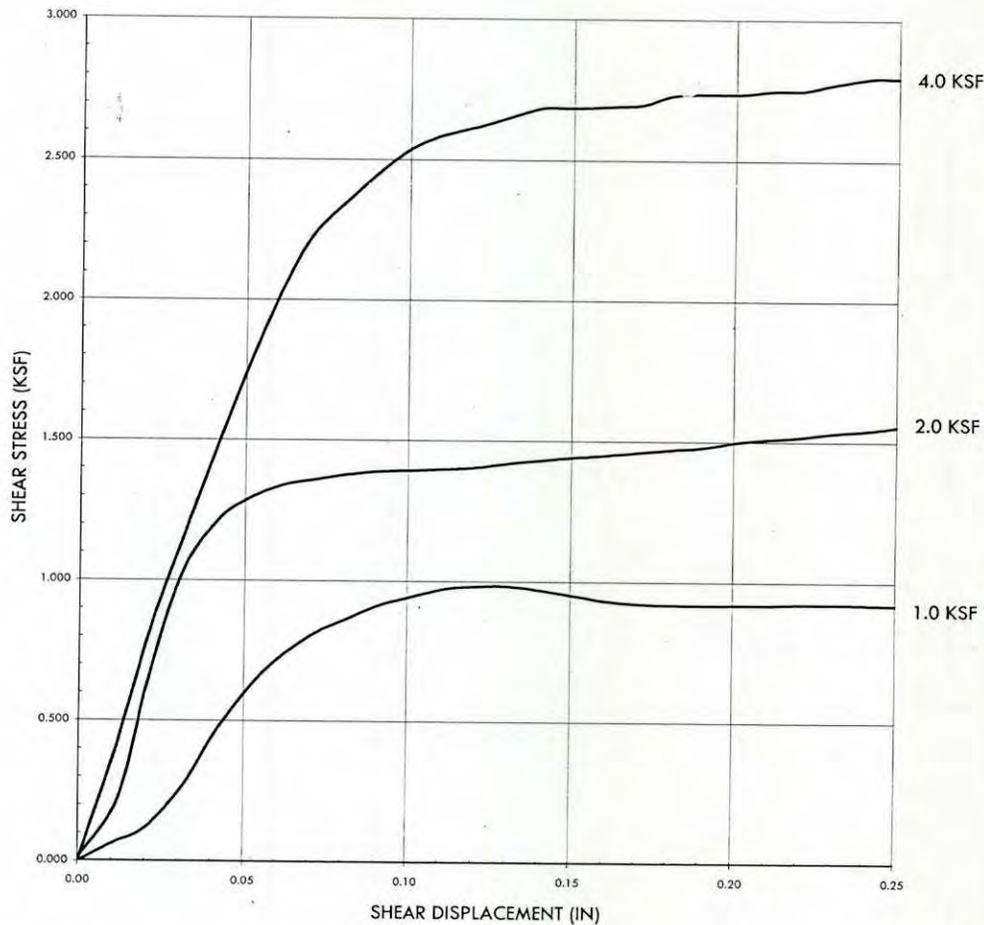


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**DIRECT SHEAR TEST REPORT (ASTM D 3080)**

Project No.:	140-5971
WO No.:	E170171B
Project Title:	LOREN MILLER RECREATION CENTER - Synthetic Soccer Field
Boring No.:	TW-1
Depth, feet:	0-2.5
Date Sampled:	10/17/2013
Diameter, in:	2.847
Soil Description:	Silty clayey sand with some gravel.
Disp. Rate, in/min:	0.002
Dry Density, PCF:	114.4
Initial Moisture, %:	9.9%
Final Moisture, %:	17.1%
Test By:	mnr/egj
Remarks:	Remolded to 90% RC 126.7 pcf @ 9.9% MC (LAB MAX)

<b>SHEAR TEST RESULTS</b>		
NORMAL STRESS, KSF	PEAK SHEAR STRESS, KSF	FINAL SHEAR STRESS, KSF
1	0.98	0.92
2	1.56	1.56
4	2.79	2.79
C =	0.36 ksf	0.30 ksf
TAN $\Phi$ =	0.61	0.62
$\Phi$ =	31.2°	32.0°

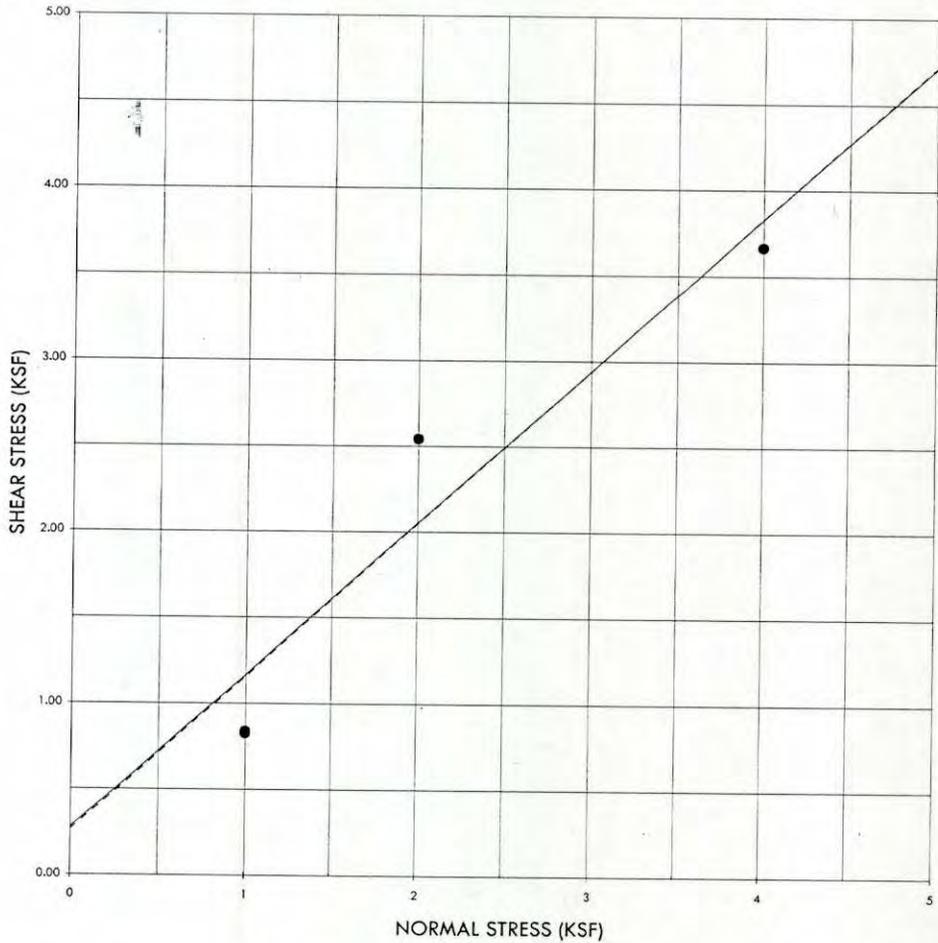


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 (213) 485-2242

**DIRECT SHEAR TEST REPORT (ASTM D 3080)**

Project No.:	140-5971
WO No.:	E170171B
Project Title:	LOREN MILLER RECREATION CENTER - Synthetic Soccer Field
Boring No.:	TW-2
Depth, feet:	5
Date Sampled:	10/17/2013
Diameter, in:	2.847
Soil Description:	Silty sand with gravel.
Disp. Rate, in/min:	0.01
Dry Density, PCF:	119.9
Initial Moisture, %:	4.5%
Final Moisture, %:	15.3%
Test By:	mnr/egj
Remarks:	Undisturbed

SHEAR TEST RESULTS		
legend:	—●—	---○---
NORMAL STRESS, KSF	PEAK SHEAR STRESS, KSF	FINAL SHEAR STRESS, KSF
1	0.84	0.83
2	2.54	2.54
4	3.66	3.66
C = 0.28 ksf      0.27 ksf		
TAN $\Phi$ = 0.89      0.89		
$\Phi$ = 41.6°      41.7°		

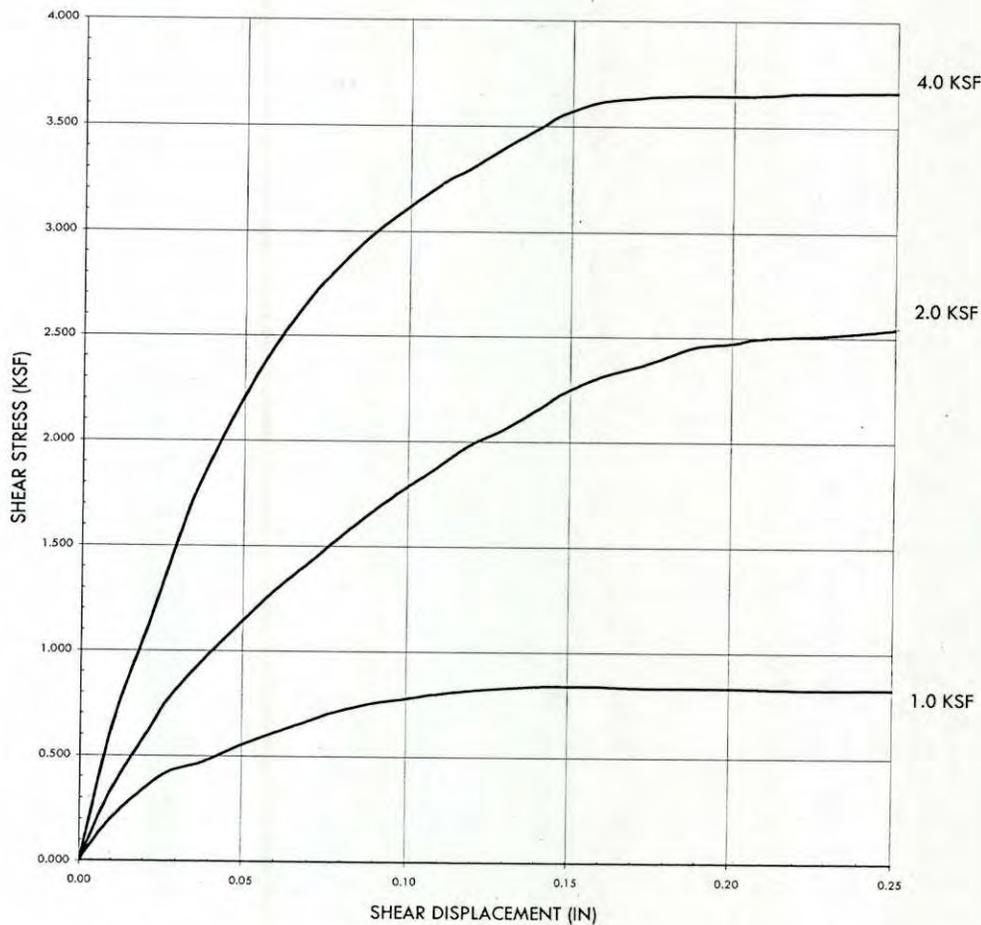


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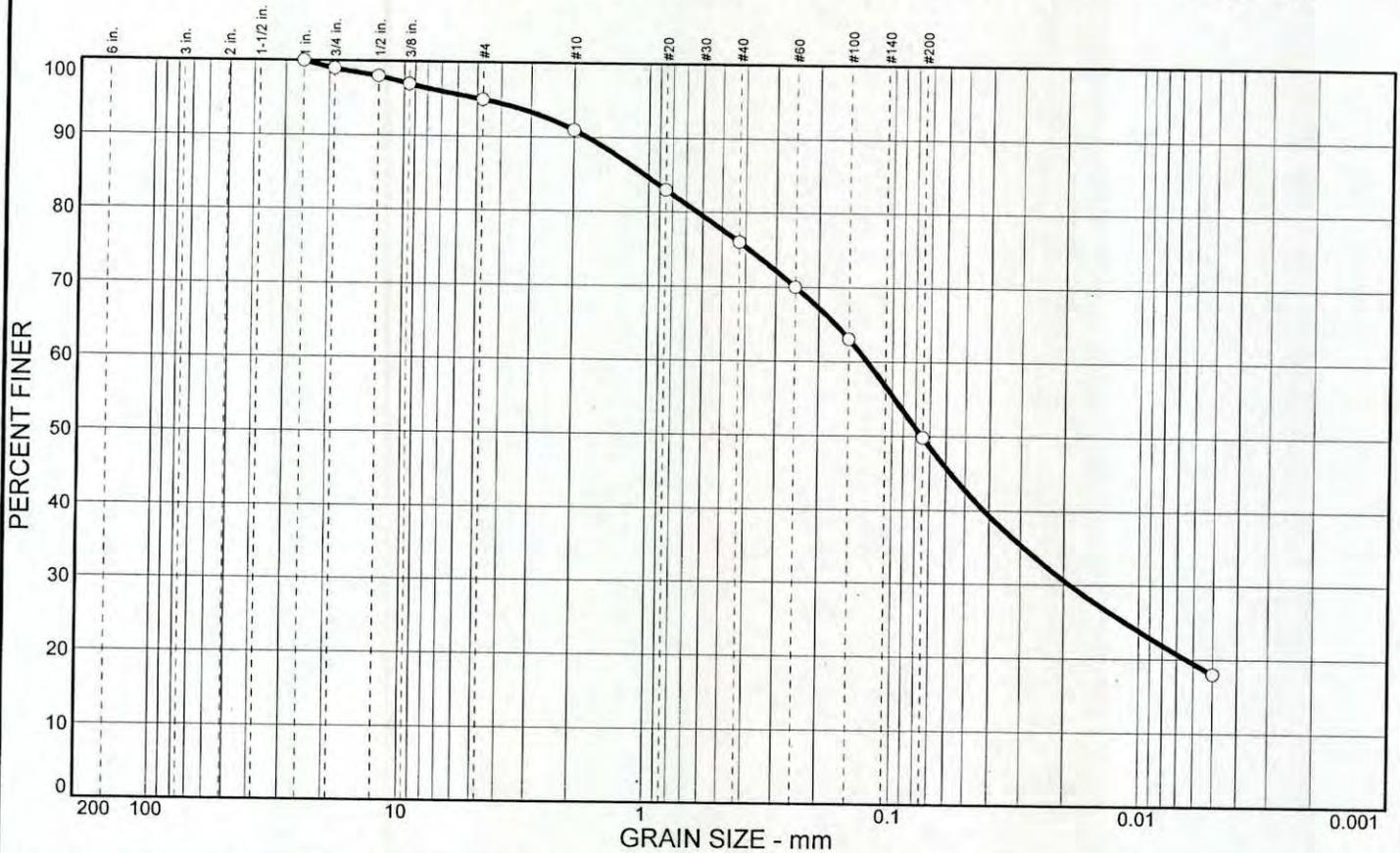
**DIRECT SHEAR TEST REPORT (ASTM D 3080)**

Project No.:	140-5971
WO No.:	E170171B
Project Title:	LOREN MILLER RECREATION CENTER - Synthetic Soccer Field
Boring No.:	TW-2
Depth, feet:	5
Date Sampled:	10/17/2013
Diameter, in:	2.847
Soil Description:	Silty sand with gravel.
Disp. Rate, in/min:	0.01
Dry Density, PCF:	119.9
Initial Moisture, %:	4.5%
Final Moisture, %:	15.3%
Test By:	mnr/egj
Remarks:	Undisturbed

<b>SHEAR TEST RESULTS</b>		
NORMAL STRESS, KSF	PEAK SHEAR STRESS, KSF	FINAL SHEAR STRESS, KSF
1	0.84	0.83
2	2.54	2.54
4	3.66	3.66
C =	0.28 ksf	0.27 ksf
TAN $\Phi$ =	0.89	0.89
$\Phi$ =	41.6°	41.7°



# STANDARDS DIVISION: Particle Size Distribution Report

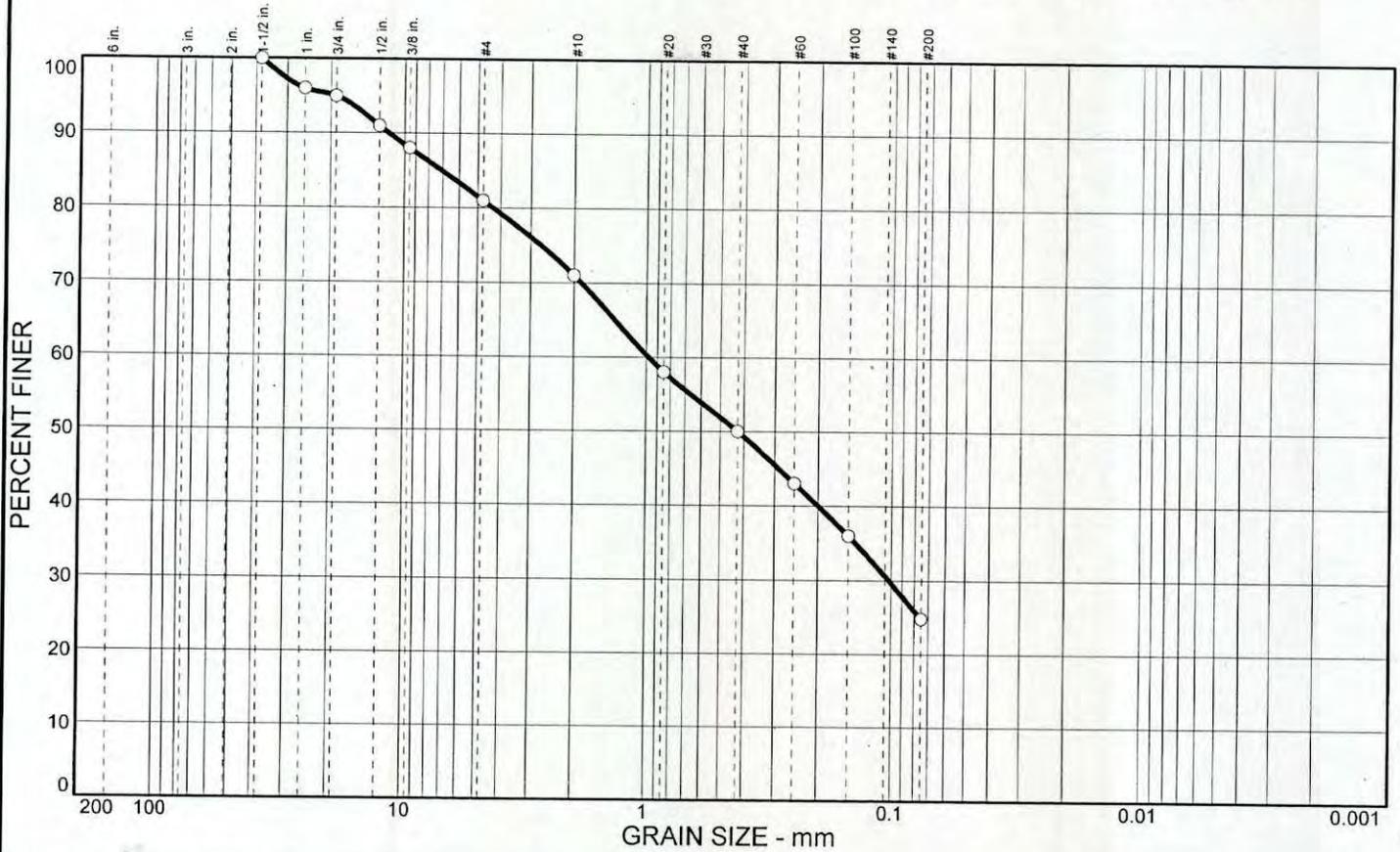


% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
	5.0	45.2	31.8	18.0	SC		15	25

SIEVE inches size	PERCENT FINER			SIEVE number size	PERCENT FINER			SOIL DESCRIPTION
	○				○			
1	100.0			#4	95.0			○ Clayey sand
3/4"	99.0			#10	91.0			
1/2"	98.0			#20	83.0			REMARKS: ○ Field moisture (%): 5.7
3/8"	97.0			#40	76.0			
GRAIN SIZE				#60	70.0			
D <sub>60</sub>	0.126			#100	63.0			
D <sub>30</sub>	0.0189			#200	49.8			
D <sub>10</sub>								
COEFFICIENTS								
C <sub>c</sub>								
C <sub>u</sub>								

○ Location: T.H. NO. TW-1 @ 0-2.5 DEPTH

# STANDARDS DIVISION: Particle Size Distribution Report



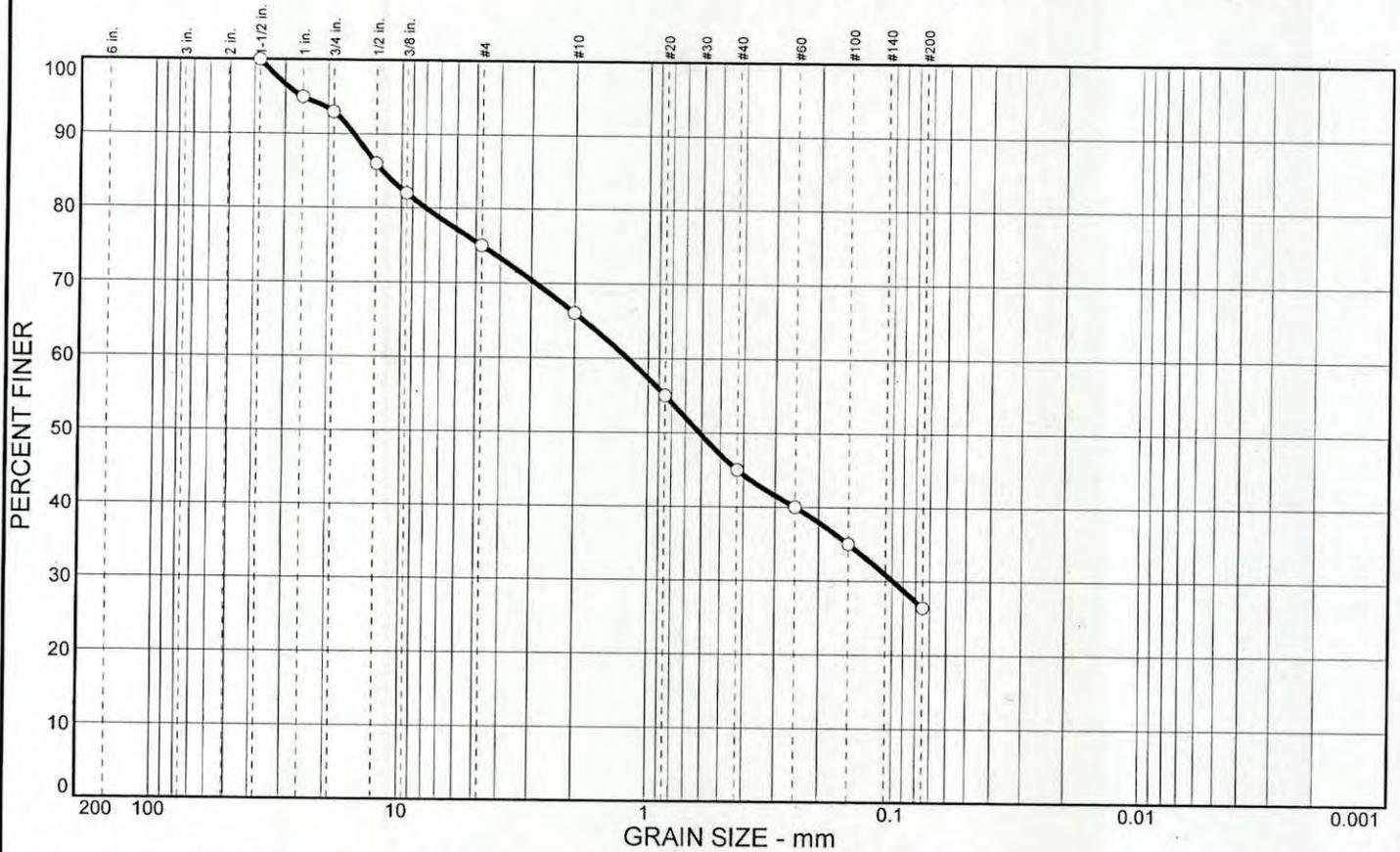
% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
	19.0	56.2	24.8		SM		17	20

SIEVE	PERCENT FINER			SIEVE	PERCENT FINER			SOIL DESCRIPTION
inches size	○			number size	○			○ Silty sand with gravel
1-1/2"	100.0			#4	81.0			
1"	96.0			#10	71.0			
3/4"	95.0			#20	58.0			
1/2"	91.0			#40	50.0			
3/8"	88.0			#60	43.0			
				#100	36.0			
				#200	24.8			
GRAIN SIZE								
D <sub>60</sub>	0.981							
D <sub>30</sub>	0.102							
D <sub>10</sub>								
COEFFICIENTS								
C <sub>c</sub>								
C <sub>u</sub>								
								REMARKS:
								○

○ Location: T.H. NO. TW-1 @ 5 DEPTH

<b>CITY OF LOS ANGELES - STANDARDS DIVISION</b>	Client: Geotechnical Engineering Group Project: LOREN MILLER RECREATION CENTER - Synthetic Soccer Field Project No.: E170171B
	Figure 1@5

# STANDARDS DIVISION: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
	25.0	48.6	26.4		SM		16	19

SIEVE inches size	PERCENT FINER		
	○		
1-1/2"	100.0		
1	95.0		
3/4"	93.0		
1/2"	86.0		
3/8"	82.0		
GRAIN SIZE			
D <sub>60</sub>	1.22		
D <sub>30</sub>	0.0990		
D <sub>10</sub>			
COEFFICIENTS			
C <sub>c</sub>			
C <sub>u</sub>			

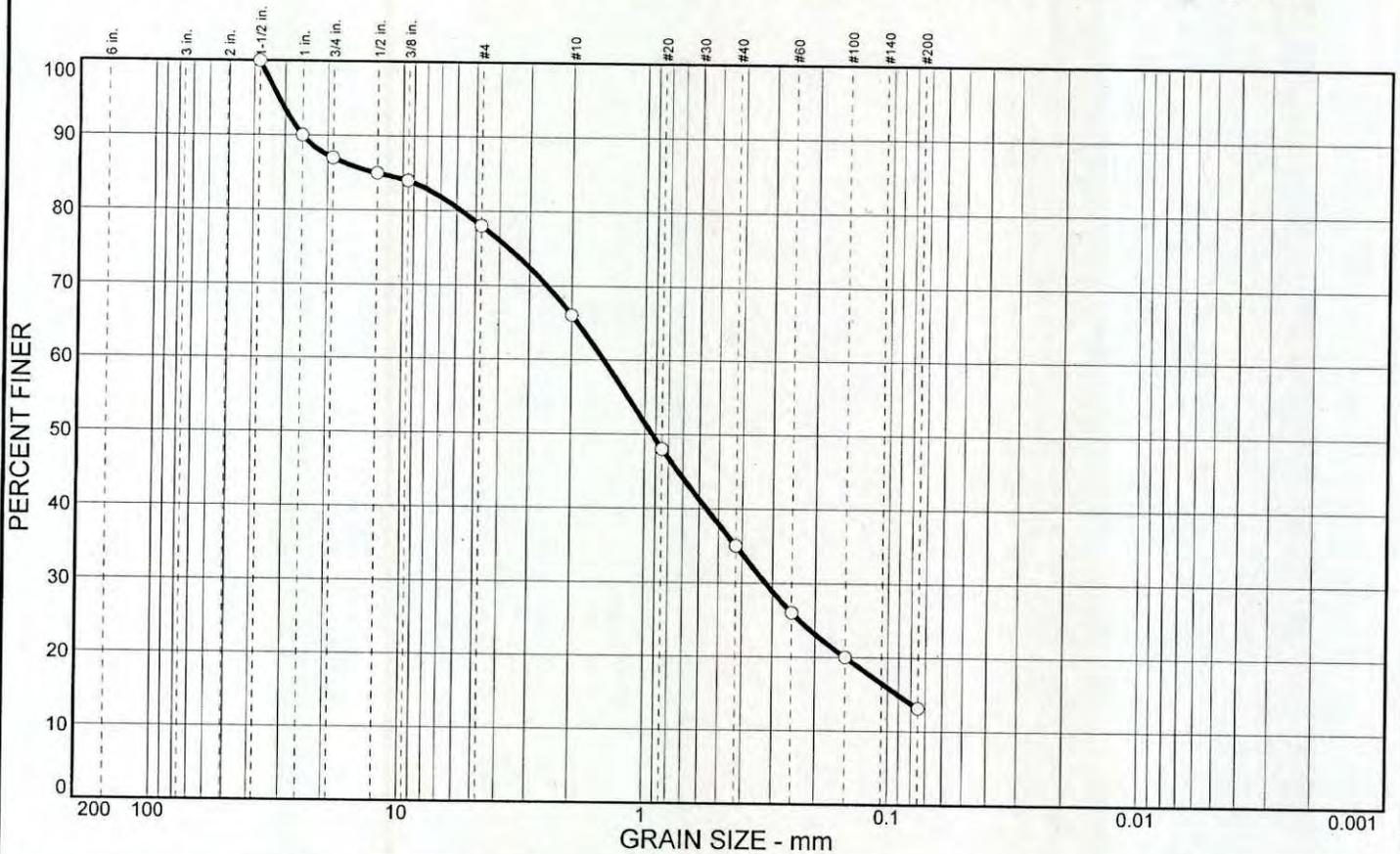
SIEVE number size	PERCENT FINER		
	○		
#4	75.0		
#10	66.0		
#20	55.0		
#40	45.0		
#60	40.0		
#100	35.0		
#200	26.4		

**SOIL DESCRIPTION**  
○ Silty sand with gravel

**REMARKS:**  
○

○ Location: T.H. NO. TW-2 @ 5 DEPTH

# STANDARDS DIVISION: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
	22.0	64.9	13.1		SM		NP	NP

SIEVE inches size	PERCENT FINER		
	○		
1-1/2"	100.0		
1	90.0		
3/4"	87.0		
1/2"	85.0		
3/8"	84.0		
GRAIN SIZE			
D60	1.48		
D30	0.321		
D10			
COEFFICIENTS			
Cc			
Cu			

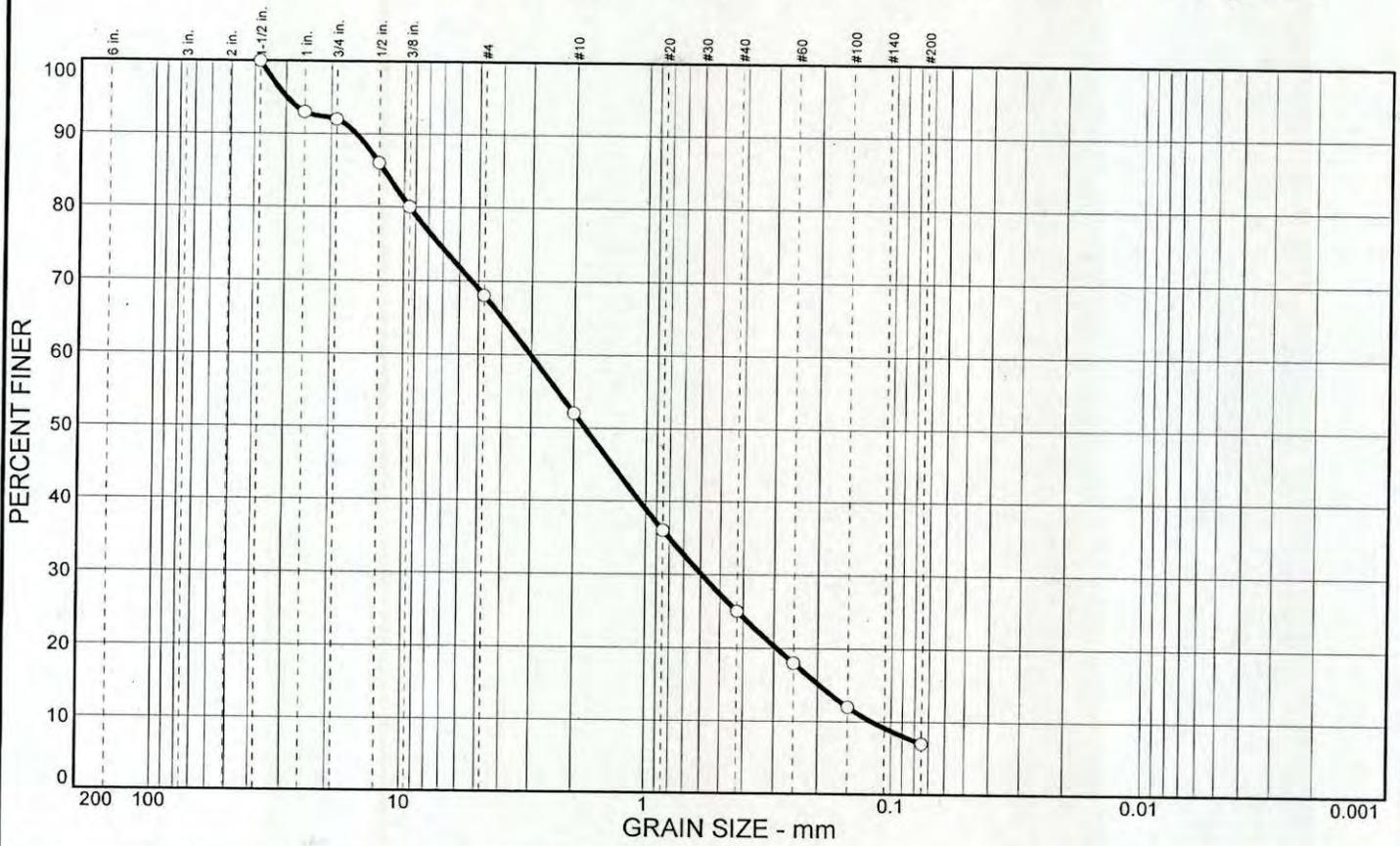
SIEVE number size	PERCENT FINER		
	○		
#4	78.0		
#10	66.0		
#20	48.0		
#40	35.0		
#60	26.0		
#100	20.0		
#200	13.1		

**SOIL DESCRIPTION**  
○ Silty sand with gravel

**REMARKS:**  
○

○ Location: T.H. NO. TW-2 @ 7.5 DEPTH

# STANDARDS DIVISION: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
0	32.0	61.0	7.0		SP-SM		NP	NP

SIEVE inches size	PERCENT FINER		
	○		
1-1/2"	100.0		
1	93.0		
3/4"	92.0		
1/2"	86.0		
3/8"	80.0		
GRAIN SIZE			
D <sub>60</sub>	3.04		
D <sub>30</sub>	0.593		
D <sub>10</sub>	0.119		
COEFFICIENTS			
C <sub>c</sub>	0.97		
C <sub>u</sub>	25.52		

SIEVE number size	PERCENT FINER		
	○		
#4	68.0		
#10	52.0		
#20	36.0		
#40	25.0		
#60	18.0		
#100	12.0		
#200	7.0		

**SOIL DESCRIPTION**  
○ Poorly graded sand with silt and gravel

**REMARKS:**  
○

○ Location: T.H. NO. TW-2 @ 10 DEPTH

## PERCOLATION TEST DATA

Project Title: LOREN MILLER RECREATION CENTER - Synthetic Soccer Field

Work Order No.: E170171B

Location ID: TW-1

Date: 11/1/2013

Total Borehole Depth: 78"

Test Personnel: J. Kunesh

Comments: Percolation Zone from 24"-78" depth  
(Official Test)

GPS Coordinates: North 34° 01' 48.46"

West 118° 18' 13.92"

Clock Time (hh:mm)	Total Test Time (min)	Increment of Time (min)	Total Cumulative Water added (gallons)	Incremental Water Added (gallons)	Average Incremental Flow Rate (gal/min)
7:50	0	0	0	0	0.000
7:55	5	5	4.88	4.88	0.976
8:00	10	5	10.25	5.37	1.074
8:05	15	5	15.42	5.17	1.034
8:10	20	5	20.60	5.18	1.036
8:15	25	5	25.91	5.31	1.062
8:20	30	5	31.13	5.22	1.044
8:25	35	5	36.44	5.31	1.062
8:30	40	5	41.75	5.31	1.062
8:35	45	5	47.24	5.49	1.098
8:40	50	5	52.86	5.62	1.124
8:45	55	5	58.20	5.34	1.068
8:50	60	5	63.70	5.50	1.100
8:55	65	5	68.88	5.18	1.036
9:00	70	5	74.24	5.36	1.072
9:05	75	5	79.58	5.34	1.068
9:10	80	5	85.00	5.42	1.084
9:15	85	5	90.48	5.48	1.096
9:20	90	5	95.81	5.33	1.066
9:25	95	5	101.30	5.49	1.098
9:30	100	5	106.36	5.06	1.012
9:35	105	5	111.60	5.24	1.048
9:40	110	5	116.76	5.16	1.032
9:45	115	5	121.84	5.08	1.016
9:50	120	5	126.97	5.13	1.026
9:55	125	5	132.08	5.11	1.022
10:00	130	5	137.26	5.18	1.036
10:05	135	5	142.44	5.18	1.036
10:10	140	5	147.51	5.07	1.014
10:15	145	5	152.64	5.13	1.026
10:20	150	5	157.66	5.02	1.004
10:25	155	5	162.93	5.27	1.054
10:30	160	5	168.20	5.27	1.054
10:35	165	5	173.28	5.08	1.016

## PERCOLATION TEST DATA

Project Title: LOREN MILLER RECREATION CENTER - Synthetic Soccer Field Work Order No.: E170171B  
 Location ID: TW-1 Total Borehole Depth: 78"  
 Comments: Percolation Zone from 24"-78" depth  
(Official Test)  
 GPS Coordinates: North 34° 01' 48.46" West 118° 18' 13.92"

Clock Time	Total Test Time	Increment of Time	Total Cumulative Water added	Incremental Water Added	Average Incremental Flow Rate
(hh:mm)	(min)	(min)	(gallons)	(gallons)	(gal/min)
10:40	170	5	178.37	5.09	1.018
10:45	175	5	183.40	5.03	1.006
10:50	180	5	188.52	5.12	1.024
11:00	190	10	198.98	10.46	1.046
11:10	200	10	209.40	10.42	1.042
11:20	210	10	219.70	10.30	1.030
11:30	220	10	229.90	10.20	1.020
11:40	230	10	240.04	10.14	1.014
11:50	240	10	250.10	10.06	1.006
12:00	250	10	260.44	10.34	1.034
12:10	260	10	270.33	9.89	0.989
12:20	270	10	280.12	9.79	0.979
12:30	280	10	289.92	9.80	0.980
12:40	290	10	299.56	9.64	0.964
12:50	300	10	309.32	9.76	0.976
13:00	310	10	319.01	9.69	0.969
13:10	320	10	328.80	9.79	0.979
13:20	330	10	338.38	9.58	0.958
13:30	340	10	348.19	9.81	0.981
13:40	350	10	358.00	9.81	0.981
13:50	360	10	367.70	9.70	0.970
14:05	375	15	381.65	13.95	0.930
14:20	390	15	396.41	14.76	0.984
14:35	405	15	411.30	14.89	0.993
14:50	420	15	425.93	14.63	0.975
15:05	435	15	440.51	14.58	0.972
15:20	450	15	454.61	14.10	0.940
15:35	465	15	468.71	14.10	0.940
15:50	480	15	482.91	14.20	0.947

## END OF TEST

## Notes:

- a) 6 Gallons of water added prior to test period - establish head 12" below ground surface
- b) Diameter of percolation zone - 9 inches

## PERCOLATION TEST DATA

Project Title: LOREN MILLER RECREATION CENTER - Synthetic Soccer Field  
 Work Order No.: E170171B

Location ID: TW-2

Date: 11/15/2013

Total Borehole Depth: 138"

Test Personnel: J. Kunesch

Comments: Percolation Zone from 24"-138" depth  
(Official Test)

GPS Coordinates: North 34° 01' 48.05"

West 118° 18' 12.54"

Clock Time (hh:mm)	Total Test Time (min)	Increment of Time (min)	Total Cumulative Water added (gallons)	Incremental Water Added (gallons)	Average Incremental Flow Rate (gal/min)
7:25	0	0	0	0	0.000
7:30	5	5	66.50	66.50	13.300
7:35	10	5	133.10	66.60	13.320
7:40	15	5	199.50	66.40	13.280
7:45	20	5	264.30	64.80	12.960
7:50	25	5	329.10	64.80	12.960
7:55	30	5	392.30	63.20	12.640
8:00	35	5	456.00	63.70	12.740
8:05	40	5	518.10	62.10	12.420
8:10	45	5	579.20	61.10	12.220
8:15	50	5	640.00	60.80	12.160
8:20	55	5	701.00	61.00	12.200
8:25	60	5	761.00	60.00	12.000
8:30	65	5	821.00	60.00	12.000
8:35	70	5	880.50	59.50	11.900
8:40	75	5	940.00	59.50	11.900
8:45	80	5	999.30	59.30	11.860
8:50	85	5	1057.00	57.70	11.540
8:55	90	5	1115.00	58.00	11.600
9:00	95	5	1173.10	58.10	11.620
9:05	100	5	1229.70	56.60	11.320
9:10	105	5	1286.70	57.00	11.400
9:15	110	5	1343.60	56.90	11.380
9:20	115	5	1400.50	56.90	11.380
9:25	120	5	1457.80	57.30	11.460
9:30	125	5	1514.80	57.00	11.400
9:35	130	5	1571.90	57.10	11.420
9:40	135	5	1629.00	57.10	11.420
9:45	140	5	1686.40	57.40	11.480
9:50	145	5	1743.00	56.60	11.320
9:55	150	5	1798.30	55.30	11.060
10:00	155	5	1855.00	56.70	11.340
10:05	160	5	1910.80	55.80	11.160
10:10	165	5	1966.70	55.90	11.180

## PERCOLATION TEST DATA

Project Title: LOREN MILLER RECREATION CENTER - Synthetic Soccer Field Work Order No.: E170171B  
 Location ID: TW-2 Total Borehole Depth: 138"  
 Comments: Percolation Zone from 24"-138" depth  
(Official Test)  
 GPS Coordinates: North 34° 01' 48.05" West 118° 18' 12.54"

Clock Time	Total Test Time	Increment of Time	Total Cumulative Water added	Incremental Water Added	Average Incremental Flow Rate
(hh:mm)	(min)	(min)	(gallons)	(gallons)	(gal/min)
10:15	170	5	2022.60	55.90	11.180
10:20	175	5	2078.60	56.00	11.200
10:25	180	5	2134.20	55.60	11.120
10:35	190	10	2245.70	111.50	11.150
10:45	200	10	2355.90	110.20	11.020
10:55	210	10	2467.70	111.80	11.180
11:05	220	10	2579.60	111.90	11.190
11:15	230	10	2691.30	111.70	11.170
11:25	240	10	2802.00	110.70	11.070
11:35	250	10	2912.00	110.00	11.000
11:45	260	10	3022.50	110.50	11.050
11:55	270	10	3132.10	109.60	10.960
12:05	280	10	3242.10	110.00	11.000
12:15	290	10	3352.10	110.00	11.000
12:25	300	10	3462.10	110.00	11.000
12:35	310	10	3570.50	108.40	10.840
12:45	320	10	3678.90	108.40	10.840
12:55	330	10	3786.40	107.50	10.750
13:05	340	10	3893.50	107.10	10.710
13:15	350	10	4000.10	106.60	10.660
13:25	360	10	4106.00	105.90	10.590
13:40	375	15	4262.00	156.00	10.400
13:55	390	15	4418.00	156.00	10.400
14:10	405	15	4574.30	156.30	10.420
14:25	420	15	4730.80	156.50	10.433
14:40	435	15	4885.70	154.90	10.327
14:55	450	15	5039.00	153.30	10.220
15:10	465	15	5191.60	152.60	10.173
15:25	480	15	5344.00	152.40	10.160

## END OF TEST

Notes:

- a) 192 Gallons of water added prior to test period - establish head 12" below ground surface
- b) Diameter of percolation zone - 9 inches

# TEST BORING DATA

Job Title: Loren Miller Recreation Center - Synthetic Soccer Field      Work Order No: E170171B

Test Boring No.	TW-1			TW-2			
	0-2.5	2.5	5	2.5	5	7.5	10
Sample Depth, ft.				120.4	119.9	127.7	128.4
In Place Dry Density, pcf							
Field Moisture, %	5.7	13.5	6.5	3.9	4.5	2.5	2.8
Lab Max Dry Density, pcf	126.7						
Lab Optimum Moisture, %	9.9						
Expansion Index, EI	5.0						
Mechanical Analysis (% passing)							
1 1/2"	100		100		100	100	100
3/4"	99		95		93	87	92
No. 4	95		81		75	78	68
No. 10	91		71		66	66	52
No. 20	83		58		55	48	36
No. 40	76		50		45	35	25
No. 60	70		43		40	26	18
No. 100	63		36		35	20	12
No. 200	49.8		24.8		26.4	13.1	7.0
5 μ (micron), %	18						
Liquid Limit, %	25		20		19	NP	NP
Plasticity Index, %	10		3		3	NP	NP

**BOARD REPORT**

NO. 16-237

DATE November 16, 2016

C.D. 11

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT – PHASE I (W.O. E170327F); RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT - PHASE II (PRJ1030D) (W.O. #E170327F); AND RUSTIC CANYON PARK – FACILITY ENHANCEMENT PROJECT - PHASE III (PRJ20020) (W.O. #E170135F) - FINAL ACCEPTANCE

AP Diaz	_____	V. Israel	_____
<i>for</i> R. Barajas	<i>[Signature]</i>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

*Ramon Barajas for*  
\_\_\_\_\_  
General Manager

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

RECOMMENDATIONS

1. Accept the work completed under the Memorandum of Understanding (MOU), as amended on February 15, 2012, between the Department of Recreation and Parks (RAP), the Department of Public Works, Bureau of Engineering (BOE) and the Department of General Services (GSD), Construction Forces for the Rustic Canyon Park – Facility Enhancement Project – Phase I (W.O. E170327F); Rustic Canyon Park – Facility Enhancement Project - Phase II (PRJ1030D) (W.O. #E170327F); and Rustic Canyon Park – Facility Enhancement Project - Phase III (PRJ20020) (W.O #E170135F) (Project), as outlined in the Summary of this Report;
2. Authorize the Board Secretary to furnish GSD with a letter of completion for the subject Project;
3. Request that the City Controller's Office revert any remaining Rustic Canyon Park project funds from GSD project accounts back to the appropriate Proposition K and Sites and Facilities project accounts; and,
4. Authorize RAP's Chief Accounting Employee to make any technical corrections as necessary to carry out the intent of this Report.

## BOARD REPORT

PG. 2 NO. 16-237

### SUMMARY

The Rustic Canyon Recreation Center is located at 601 Latimer Road, Santa Monica, California 90402 in Council District 11. The scope of work for the Rustic Canyon Recreation Center Facility Enhancements Project (Project) was determined by recommendations received by the Local Volunteer Oversight Committee (LVNOC), Council District 11 Office staff and RAP personnel. The scope was made into a long list of desired improvements to the facility and each item was prioritized. Improvements were completed and Phased into the Project, as funding became available.

Rustic Canyon Recreation Center Facility Enhancements - Phase I (W.O. #E170327F) was awarded to GSD on May 21, 2003 (Report No. 03-163). Proposition K Funds, in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), were transferred to GSD for the construction work on this Project through an executed MOU between RAP, BOE and GSD. The work consisted of the construction of an Americans with Disabilities Act (ADA) accessible walkway/ramp from the recreation building to the lower park area; repair and re-surfacing of the tennis courts; and the remodel of the existing men's and women's restrooms. Construction started in November 2004 and was completed in December 2005.

Rustic Canyon Recreation Center Facility Enhancements - Phase II (PRJ1030D) (W.O. #E170327F) was completed by GSD with an infusion of One Hundred Fifty Thousand Dollars (\$150,000.00) of Proposition 12 Per Capita funds designated per Council File No. 06-2978-S4 and Twenty Thousand Dollars (\$20,000.00) from the Real Property Trust Fund per Council File No. 0116-00001-0000. The work completed included the following: rehabilitation of the entry courtyard, new paving, seat walls, new landscaping and removal of a tree; existing basketball court was resurfaced and the back boards, supports, rims and nets were replaced; and, a new vinyl coated chain link fence was added along Latimer Road and along the tennis courts. The ceramics room asbestos floor was abated and a new concrete floor was added. Finally, one of the exterior entrance columns was replaced due to structural damage. Phase II was completed in April 2008.

Rustic Canyon Recreation Center Facility Enhancements - Phase III (PRJ20020) (W.O. #E170135F) was awarded to GSD on February 15, 2012 (Report No. 12-041). A Supplemental Agreement (Report No. 12-041) with GSD which extended the length of the agreement and transferred Two Hundred Twenty-Four Thousand, Six Hundred Fifty-One Dollars (\$224,651.00) in Sites and Facilities funds to GSD for the construction work was approved on February 15, 2012. The funds were transferred to GSD per Council File No. 11-1487-53, on April 16, 2012.

The work completed consisted of the following: Installation of new concrete stairs to connect the parking area to the picnic area; demolition and replacement of the stairs at the tennis courts; miscellaneous sidewalk, curb and road repairs; and, improvements to the baseball field. The construction of these items was completed in June 2013. One item, the repair of the concrete pavement at the Children's Play Area, was held due to an existing tree which the community requested be preserved. With recommendations and oversight by RAP's arborist, surrounding concrete pavement was removed and replaced; the irrigation system adjusted; new benches added; the existing tree remained healthy and in place. This final item was completed in April 2015.

BOARD REPORT

PG. 3 NO. 16-237

TREES AND SHADE

No new shade structures were added to the Project. During Phase II, one tree was removed and one was added. Deliberate efforts were made during all phases to preserve existing mature trees.

Of the Seven Hundred Sixty-Nine Thousand, Six Hundred Four Hundred Sixty-One Dollars (\$769,461.00) transferred to GSD for all three phases of the Project, the total amount spent by GSD for the construction was Six Hundred Eighty Thousand, Six Hundred Fifty-Four Dollars and Seventy-One Cents (\$680,654.71). Seven Thousand One Hundred and Eighty Nine Dollars and Eighty-Nine Cents (\$7,189.62) left-over Proposition 12 Per Capita funds were reverted by GSD back to Proposition 12 Per Capita accounts in FY 2005-06. This means there is a total residual amount of Eighty-One Thousand, Eight Hundred Six Dollars and Sixty-Seven Cents (\$81,806.67). GSD is in the process of reverting these funds from GSD Account Fund 100, Department 40, to:

FUNDING SOURCE	FUND/DEPT./ACCT NO.	AMOUNT
Proposition K6 (FY 2003)	43K/10/10T293	\$17,996.94
Sites & Facilities	209/88/88D003	<u>\$63,807.73</u>
Total Reversion Amount		\$81,806.67

FISCAL IMPACT STATEMENT

There is no anticipated fiscal impact to the RAP's General Fund. All funds are provided by the above aforementioned funding sources as specifically identified and approved for use on this Project. The future operation and maintenance costs as a result of the completion of this Project have yet to be determined.

Prepared by Jaime Contreras, Project Manager, Recreational and Cultural Facilities Program, BOE; Reviewed by Neil Drucker, Program Manager, Recreational and Cultural Facilities Program, BOE; Mahmood Karimzadeh, Principal Architect, Architectural Division, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.

INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

December 14, 2016

TO: BOARD OF RECREATION AND PARK COMMISSIONERS  
FROM: MICHAEL A. SHULL, General Manager  
SUBJECT: VARIOUS COMMUNICATIONS

The following communications addressed to the Board have been received by the Board Office, and the action taken thereon is presented.

<u>From</u>	<u>Action Taken</u>
1) City Clerk, relative to reprogramming Community Development Block Grant (CDBG) funds for Lincoln Park Recreation Center.	Noted and Filed.
2) City Clerk, relative to funding for redevelopment and community services, including Toberman Recreation Center.	Noted and Filed.
3) City Clerk, relative to reprogramming CDBG Consolidated Plan savings to other programs, including Elysian Park, Glassell Park, and Normandie Recreation Center.	Noted and Filed.
4) City Clerk, relative to establishment of the Venice Beach Property and Business Improvement District, which includes Department property.	Noted and Filed.
5) City Clerk, relative to the Administrative Citation Enforcement Program quarterly report.	Noted and Filed.
6) City Clerk, relative to the potential purchase of the property located at 14744 Ventura Boulevard in Sherman Oaks and converting it into park space for the neighboring communities.	Noted and Filed.
7) Chief Legislative Analyst, forwarding the Legislative Report for the week ending November 18, 2016.	Noted and Filed.

BOARD OF RECREATION AND PARK COMMISSIONERS

Page 2

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|---|------------------------------|
| 8) Robert Chernob, relative to alleged criminal activity in Pan Pacific Park.   | Referred to General Manager. |
| 9) Guy OBrien, relative to the trees in Elysian Park, with a response from staff.   | Referred to General Manager. |
| 10) Derrick Allen, relative to his planned youth golf camps and kiosks.   | Noted and Filed.             |
| 11) Lilli Rotondi, relative to water usage on golf courses.   | Referred to General Manager. |
| 12) Tawfiq Khan, seven communications to Shatto Recreation Center, relative to a proposed event, with responses from staff. | Noted and Filed.             |
| 13) Kristen, relative to having a yoga par course or a fitness circuit course installed in Playa Del Rey.                   | Referred to General Manager. |
| 14) Mission Community Police Advisory Board, relative to North Hills Community Park.  | Referred to General Manager. |
| 15) Brandi Bush, relative to Rancho Cienega Sports Complex.   | Referred to General Manager. |
| 16) AGM Regan, to John Escandon, relative to permitting fees.   | Noted and Filed.             |

This Report was prepared by Paul Liles, Clerk Typist, Commission Office.

INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

TO: BOARD OF RECREATION AND PARK COMMISSIONERS

FROM: MICHAEL A. SHULL, General Manager

SUBJECT: REVISED BOARD OF RECREATION AND PARK COMMISSIONERS 2017  
MEETING SCHEDULE

The Board of Recreation and Park Commissioners holds two Regular Meetings each month, generally on the first and third Wednesdays of the month, with the exception of July, August and December, when there is only one Regular Meeting on the second Wednesday.

Regular Meetings scheduled at the EXPO Center are held in Comrie Hall, 3980 S. Bill Robertson Lane, Los Angeles, CA 90037. The remaining Regular Meetings are scheduled at various recreational facilities throughout the City of Los Angeles as follows:

<u>DATE</u>	<u>LOCATION</u>	<u>CD</u>	<u>TIME</u>
January 4, 2017	EXPO Center	9	9:30 am
January 18, 2017	EXPO Center	9	9:30 am
February 1, 2017	Rancho Cienega Recreation Center (Pacific Region)	10	9:30 am
February 15, 2017	EXPO Center	9	9:30 am
March 1, 2017	EXPO Center	9	9:30 am
March 15, 2017	Balboa Recreation Center (Valley Region)	6	9:30 am
April 5, 2017	EXPO Center	9	9:30 am
April 19, 2017	EXPO Center	9	9:30 am
May 3, 2017	Friendship Hall Town Hall Meeting (Metro Region)	4	5:30 pm
May 17, 2017	EXPO Center	9	9:30 am
June 7, 2017	EXPO Center	9	9:30 am
June 21, 2017	Fred Roberts Recreation Center (Pacific Region)	9	9:30 am
July 12, 2017	EXPO Center	9	9:30 am
August 9, 2017	EXPO Center	9	9:30 am
September 6, 2017	Woodland Hills Recreation Center (Valley Region)	3	9:30 am
September 20, 2017	EXPO Center	9	9:30 am
October 4, 2017	EXPO Center	9	9:30 am
October 18, 2017	Metro Region - TBD		9:30 am
November 1, 2017	EXPO Center	9	9:30 am
November 15, 2017	Westwood Recreation Center (West Region)	5	9:30 am
December 13, 2017	EXPO Center	9	9:30 am

This Report was prepared by Paul Liles, Administrative Clerk, Board Office.

## MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

### GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
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None

### BIDS TO BE RECEIVED:

None

### PROPOSALS TO BE RECEIVED:

None

### QUALIFICATIONS TO BE RECEIVED:

2/1/17	Roofing Construction, Retrofit, Maintenance and/or Repairs - Request for Qualifications
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