

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

**Wednesday, April 19, 2017 at 9:30 a.m.**

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

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

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

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

1. CALL TO ORDER AND APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of April 5, 2017
- Approval of Minutes for the Special Meeting of April 5, 2017

2. 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)

3. BOARD REPORTS

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| 17-093 | Griffith Park – Award of Contract for the Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy to Morgan Haight (CON-G16- 005) |
| 17-094 | Amendment to Personnel Resolution No. 10461 – Section 1E (Substitute Positions)  |
| 17-095 | Juntos Park – Splash Pad Refurbishment (PRJ20188) Project; Allocation of Quimby Fees   |
| 17-096 | Ken Malloy Harbor Regional Park (PRJ20285) Project – Outdoor Park Improvements – Allocation of Quimby Fees   |

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- 17-097 Hazard Park – Restroom Replacement (PRJ21099) Project – Allocation of Zone Change Fees; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1)(11d) and Class 11(3), of the City CEQA Guidelines (Minor Alterations to Existing Facilities, Demolition of Accessory Structures and Placing of Minor Structures Accessory to Existing Facilities)
- 17-098 Venice Beach Rose Avenue Restroom – Demolition and Replacement (PRJ20882) (W.O. #E170182F) Project – Approval of Final Plans; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1)(11d), Class 3(4) and Class 11(3), of the City CEQA Guidelines (Demolition and Removal of Accessory Structures, Installation of New Equipment Required for Health and Public Convenience and Construction of Minor Structures Accessory to Existing Facilities)
- 17-099 Various Donations to Recreational Services Branch – Metro, Pacific, and Valley Regions
- 17-100 Oakridge Estate – Park, Walking Trails and Children’s Play Area (W.O. #E170184F) Project – Final Plans; Exemption From the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3(6), Class 4(1, 3) and Class 11(3) of City Guidelines (Construction of Accessory Structures Including Play Areas, Grading on Land With a Slope Less Than 10%, Tree Planting, Gardening and Landscaping and Construction of Walks and Fences Accessory to Existing Facilities)
- 17-101 Robertson Recreation Center (W.O. #E170266) (PRJ20021) Project – Final Plans and Call for Bids; (PRJ20882) (W.O. #E170182F) Project – Approval of Final Plans; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 2, Class 3(17) and Class 11(7), of the City CEQA Guidelines (Replacement of an Existing Facility Where the New Structure Will Be Located On the Same Site, Projects and Additions to Existing Building Involving Less Than 15, 000 SQFT of Institutional Floor Space)
- 17-102 Amendment to Personal Service Contract No. P1088 with Jumbo Shrimp Circus, Inc. and Personal Service Contract No. P1089 with David M. Hewitt, dba DMH Enterprises; for As-Needed Professional Booking Services
- 17-103 50 Parks Initiative – Alpine Recreation Center Expansion Project (Ord and Yale Street Park) – Los Angeles Public Library; Approval of Memorandum of Agreement with a Fifty-Year Term; Approval of the Amendment to the Executed Purchase and Sale Agreement; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3(6) and Class 4(2 and 3) of the City CEQA Guidelines
- 17-104 Exposition Park – Conceptual Approval of Proposed Lucas Museum of Narrative Art, Concurrence With the Conditions Of Vesting Tentative Tract

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Map No. 74715, Grant Authority To The General Manager Or His Designee  
to Execute the Department of City Planning Application

4. BOARD REPORT PUBLIC COMMENT

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

5. 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

6. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities

7. GENERAL PUBLIC COMMENT

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

8. COMMISSION BUSINESS

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

9. NEXT MEETING

The next Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, May 3, 2017, 5:30 p.m., at Friendship Auditorium, 3201 Riverside Drive, Los Angeles, CA 90027.

10. ADJOURNMENT

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

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

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

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

from Downtown Los Angeles

(213) 621-CITY (2489)

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from West Los Angeles  
from San Pedro  
from Van Nuys

(310) 471-CITY (2489)  
(310) 547-CITY (2489)  
(818) 904-9450

For information, please go to the City's website: <http://ita.lacity.org/ForResidents/CouncilPhone/index.htm>  
Information on Agenda items and audio recordings may be obtained by calling the Commission Office at (213) 202-2640.  
Copies of the Agenda and Reports may be downloaded from the Department's website at [www.laparks.org](http://www.laparks.org).

## REGULAR MEETING MINUTES

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

Wednesday, April 5, 2017

#### CALL TO ORDER AND TOUR OF SOUTH LOS ANGELES WETLANDS PARK

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Tour in South Los Angeles Wetlands Park at 9:00 a.m. Present were President Patsouras, Vice President Lynn Alvarez, and Commissioner Melba Culpepper. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Cathie Santo Domingo, Superintendent of Planning, Maintenance and Construction Branch  
Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

The Board and Department staff toured South Los Angeles Wetlands Park, and discussed a potential project to renovate the building located within the Park for the expansion of the Youth Orchestra LA (YOLA) program in partnership with the Los Angeles Philharmonic Association.

#### ADJOURNMENT OF TOUR

President Patsouras adjourned the Tour at 9:10 a.m. The Board and Department staff proceeded to South Park thereafter to convene the Regular Meeting.

#### CALL TO ORDER AND SPECIAL PRESENTATIONS

The Board convened the Regular Meeting in the South Park Recreation Center Gymnasium at 9:30 a.m. Present were President Patsouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, and Commissioner Pilar Diaz. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

Councilmember Curren D. Price, Jr. presented opening remarks and welcomed the Board and audience to the Ninth Council District.

Carl Cooper, Superintendent of the Pacific Region, introduced Department staff and provided background and programming information regarding South Park Recreation Center. Superintendent Cooper also introduced the South Park preschool class, who provided a song presentation.

#### APPROVAL OF MINUTES

Commissioner Diaz requested that the Verbal Report on Aquatics Division Policy Regarding Swim Instruction in the Minutes of the March 15, 2017 Regular Meeting be amended to reflect that approximately 90 percent of group lesson participants move from Level 1 to Level 2.

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Commissioner Diaz moved that the Board approve the Minutes of the March 15, 2017 Regular Meeting as amended and the Minutes of the March 22, 2017 Special Meeting, 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

##### 17-077 - REVISED

LAFAYETTE PARK – PROPOSED ARTS AND RECREATION CENTER – LEASE AGREEMENT WITH HOLA COMMUNITY PARTNERS FOR THE CONSTRUCTION AND OPERATION OF AN ARTS AND RECREATION CENTER; FINAL CONSTRUCTION PLANS AND CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15332 OF THE STATE CEQA GUIDELINES (URBAN IN-FILL)

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Board Report No. 17-077 was withdrawn.

##### 17-078

#### GREEK THEATRE ADVISORY COMMITTEE APPOINTMENTS

Anthony-Paul Diaz, Executive Officer and Chief of Staff, presented Board Report No. 17-078 for approval of Mayor Eric Garcetti's appointments of Chris Laib and Jon Deutsch to serve on the Greek Theatre Advisory Committee, both of which were appointed for a term ending April 29, 2019. The Board and Department discussed the number of seats and current vacancies on the Greek Theatre Advisory Committee.

Public comments were invited for the Board Report No. 17-078; however, no requests for public comment were submitted.

President Patsouras requested a Motion to approve Board Report No. 17-078 as presented. Commissioner Diaz moved that Board Report No. 17-078 be approved, and that the Resolutions recommended in the Report be thereby approved. The Motion seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

##### 17-079

109<sup>TH</sup> STREET RECREATION CENTER – POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1501P) (W.O. #E1906464) – RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3462

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Cathie Santo Domingo, Superintendent of Planning, Maintenance and Construction Branch, presented Board Report No. 17-079 for direction to the Department's Chief Accounting Employee to release \$15,451.20 of the amount withheld on Construction Contract No. 3462 with Simgel

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Company, Inc., in accordance with the Request for Release of Stop Notice dated October 16, 2016 from Robertson's for the 109<sup>th</sup> Street Pool and Bathhouse Replacement Project.

17-080

ANGELS GATE PARK – GAFFEY STREET POOL – NAMING GAFFEY STREET POOL AS HEY ROOKIE POOL; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(1) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF AN EXISTING PARK FACILITY WITH NO EXPANSION OF USE)

Wendy Cervantes, Management Assistant of Planning, Maintenance and Construction Branch, presented Board Report No. 17-080 for approval to name Gaffey Street Pool as "Hey Rookie Pool"; authorization to install appropriate signage; approval of the finding that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(1) and Class 11(1) of the City CEQA guidelines; and direction to Department staff to file a Notice of Exemption.

17-081

BANNING HIGH SCHOOL POOL – SWIMMING POOL MECHANICAL SYSTEMS IMPROVEMENTS (PRJ21121) PROJECT – ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT TO MEET CURRENT STANDARD OF PUBLIC HEALTH)

Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-081 for approval of the scope of work for the Banning High School Pool – Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$180,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Banning High School Pool Account No. 89460K-BX; approval of the allocation of \$180,000.00 in Quimby Fees from Banning High School Pool Account No. 89460K-BX for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

The Board and Department staff discussed that the Department initiated the conditioning of the seasonal pools during January through February 2017, and identified the pools that need replacement of mechanical equipment. The pools that need additional funds for mechanical systems improvements were included on the April 5, 2017 Board Agenda. Other pool replacement projects that are currently in the design process will be completed by on-call contractors as soon as the funding is approved. The Department will coordinate around the programming at Banning High School and Cleveland High School pools to complete the replacement of mechanical equipment, and will schedule the work after events for the other pools so that programming is not disrupted.

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17-082

CLEVELAND HIGH SCHOOL POOL – SWIMMING POOL MECHANICAL SYSTEMS IMPROVEMENTS (PRJ21123) PROJECT; ALLOCATION OF QUIMBY FEES – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT TO MEET CURRENT STANDARD OF PUBLIC HEALTH)

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Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-082 for approval of the scope of work for the Cleveland High School Pool - Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$375,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Cleveland High School Pool Account No. 89460K-CM; approval of the allocation of \$375,000.00 in Quimby Fees from Cleveland High School Pool Account No. 89460K-CM for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

17-083

EL SERENO RECREATION CENTER – SWIMMING POOL MECHANICAL SYSTEMS IMPROVEMENTS (PRJ20513) PROJECT – ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT TO MEET CURRENT STANDARD OF PUBLIC HEALTH)

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Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-083 for approval of the scope of work for the El Sereno Recreation Center - Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer in Quimby Fees from Quimby Account No. 89460K-00 to El Sereno Recreation Center Account No. 89460K-EG; approval of the allocation of \$180,000.00 in Quimby Fees from El Sereno Recreation Center Account No. 89460K-EG for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

17-084

GLASSELL PARK – SWIMMING POOL MECHANICAL SYSTEMS IMPROVEMENTS (PRJ21120) PROJECT – ALLOCATION OF QUIMBY FEES – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE

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CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT OT MEET CURRENT STANDARD OF PUBLIC HEALTH)

Wendy Cervantes, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-084 for approval of the scope of work for the Glassell Park - Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$180,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Glassell Park Account No. 89460K-GT; approval of the allocation of \$180,000.00 in Quimby Fees from Glassell Park Account No. 89460K-GT for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

17-085

HUBERT H. HUMPHREY MEMORIAL PARK – SWIMMING POOL MECHANICAL SYSTEMS IMPROVEMENTS (PRJ21122) PROJECT – ALLOCATION OF QUIMBY FEES – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT TO MEET CURRENT STATNDARD OF PUBLIC HEALTH)

Wendy Cervantes, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-085 for approval of the scope of work for the Glassell Park – Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$265,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Hubert H. Humphrey Memorial Park Account No. 89460K-HA; approval of the allocation of \$265,000.00 in Quimby Fees from Hubert H. Humphrey Memorial Park Account No. 89460K-HA for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

17-086

VESTING TENTATIVE TRACT (VTT) NO. 74765 – RECOMMENDATION TO THE ADVISORY AGENCY FOR LAND DEDICATION OR IN-LIEU PARK FEE PAYMENT

Darryl Ford, Senior Management Analyst II of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-086 for authorization to recommend that the Advisory Agency require that that the Vesting Tentative Tract (VTT) 74765 (Project) pay the in-lieu park fee to the City of Los Angeles in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33; and direction to the General Manager or Designee to provide a report to the Advisory Agency with the Board's recommendation.

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The Board and Department staff discussed the reasons for recommending the acceptance of the in-lieu park fee to fulfill the Project's requirements, and the proposed large open space areas that may be developed adjacent to the Project under the 6<sup>th</sup> Street Viaduct (Bridge). Department staff focused on park accessibility and the mitigations intended to serve the Project residents, which would be the development of a park or payment of in-lieu park fees, during the primary analysis of the Project. The Department determined that the proposed large open space consisting of approximately 12 acres adjacent to the Project site would serve the Project residents in the surrounding community. The in-lieu park fee to be paid for the Project could be used for the improvement of the proposed 12-acre open space area, which would be at the discretion of the Board if the proposed open space were to fall under the Department's jurisdiction. Department staff will bring forth recommendations for the allocation of the collected in-lieu park fee based on other park projects located within the applicable radiuses such as Hollenbeck Park and the development of the First and Broadway Park. The Department is working with the Bureau of Engineering (BOE) and the 6<sup>th</sup> Street Bridge Team to provide input on the design of the 12-acre open space project, and substantial community outreach has been conducted by the design team to gather input on the community's desired recreational amenities. Some funding has been identified by the 6<sup>th</sup> Street Bridge Team in conjunction with the Fourteenth Council District Office (CD 14). The Board and Department staff discussed potential scenarios if the 12-acre open space project is delayed or lacks the necessary funding for completion.

17-087

STRATHERN PARK NORTH BASEBALL FIELD LIGHTING  
(PRJ21028) (W.O. #E170414F) PROJECT – APPROVAL OF  
FINAL PLANS

Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-087 for approval of the final plans and specifications for the Strathern Park North Baseball Field Lighting Project.

17-088

GREEK THEATRE – TRANSFER BETWEEN REVENUE  
ACCOUNTS FOR FISCAL YEAR 2016-17

Sondra Fu, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-088 for authorization of the Department's Chief Accounting Employee to transfer \$2,800,000.00 from the Greek Theatre Operation Account 52H-89-89MG01 to the RAP General Fund 302/88 Revenue Source 4155 to meet the RAP budget mandate for Fiscal Year 2016-17.

17-089

LUMMIS HOUSE GENERAL IMPROVEMENTS – PROPOSITION  
A EXCESS FUNDS; AUTHORIZATION TO SUBMIT GRANT  
APPLICATION; ACCEPTANCE OF GRANT FUNDS; CITY  
COUNCIL RESOLUTION AND YOUTH EMPLOYMENT PLAN

Matthew Rudnick, Chief Management Analyst of the Finance and Administrative Services Division, presented Board Report No. 17-089 for approval of the Department's submission of a Proposition A Excess Funds grant application for the Lummis House General Improvements Project (Project); designation of the Department's General Manager, Executive Officer, or Assistant General Manager

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as the agent to conduct all negotiations, execute and submit all documents which may be necessary for the completion of the Project; authorization to recommend to the City Council the adoption of the Resolution which authorizes the submission of a grant application for the Proposition A Excess Funds grant in the amount of \$100,000.00 from the First Supervisorial District of the County of Los Angeles in partnership with the Los Angeles County Regional Park and Open Space District for the Project; authorization to recommend to the City Council the adoption of the accompanying Proposition A Youth Employment Plan (YEP) relative to the Project; authorization of the Department's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Proposition A Excess Funds grant in the amount of \$100,000.00, if awarded, for the Project; and direction to Department staff to transmit a copy of the Resolution and YEP to the Mayor's Office, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and the City Clerk for Committee and City Council approval, in accordance with Proposition A grant guidelines and Los Angeles Administrative Code Section 14.6.

17-090

ROSE HILLS/EL SERENO RECREATION CENTER  
REHABILITATION PROJECT – PROPOSITION A EXCESS  
FUNDS; AUTHORIZATION TO SUBMIT GRANT APPLICATION;  
ACCEPTANCE OF GRANT FUNDS; CITY COUNCIL  
RESOLUTION AND YOUTH EMPLOYMENT PLAN

Matthew Rudnick, Chief Management Analyst of the Finance and Administrative Services Division, presented Board Report No. 17-090 for approval of the Department's submission of a Proposition A Excess Funds grant application for the Rose Hills/EI Sereno Recreation Center Rehabilitation Project (Project); designation of RAP's General Manager, Executive Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents which may be necessary for the completion of the Project; authorization to recommend to the City Council the adoption of the Resolution which authorizes the submission of a grant application for the Proposition A Excess Funds grant in the amount of \$50,000.00 from the First Supervisorial District of the County of Los Angeles in partnership with the Los Angeles County Regional Park and Open Space District for the Project; authorization to recommend to the City Council the adoption of the Proposition A Youth Employment Plan (YEP) relative to the Project; authorization of the Department's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Proposition A Excess Funds grant in the amount of \$50,000.00 for the Project; and direction to Department staff to transmit a copy of the Resolution and YEP to the Mayor's Office, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and the City Clerk for Committee and City Council approval, in accordance with Proposition A grant guidelines and the Los Angeles Administrative Code Section 14.6.

17-091

MACARTHUR PARK – PERMISSION TO SERVE ALCOHOLIC  
BEVERAGES

Anita Meacham, Principal Recreation Supervisor II of the Metro Region, presented Board Report No. 17-091 for approval of the sale and serving of alcoholic beverages at a special event concert at the MacArthur Park Levitt Pavilion Band Shell, in accordance with the Department's policies and procedures regarding the sale and service of alcoholic beverages. The Board and Department staff

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discussed the Department's oversight of security for the proposed beer garden areas during the event to ensure that the sponsors adhere to the City's policies, procedures, and requirements. The event sponsor, Adam Gold of Principal of Oro Presents LLC, discussed the firm's experience regarding events held in Chinatown, his personal event experience, the security firm to be retained for the concert at the MacArthur Park Levitt Pavilion Band Shell, and the re-sodding fee to be collected by the Department in addition to the 20 percent of alcohol beverage sales to be used for park improvements.

#### BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports. Three requests for public comment were submitted for Board Report No. 17-077, and two requests for public comment were submitted for Board Report No. 17-086. Such public comments were made to the Board.

President Patsouras requested a Motion to approve the Board Reports as presented, with the exception of Board Report No. 17-077 which was withdrawn and Board Report No. 17-078 which was previously approved under a separate vote. Commissioner Diaz moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved.

#### COMMISSION TASK FORCE UPDATES

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

There was no report for the Commission Task Force on Concessions.

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

There was no report for the Commission Task Force on Facility Repair and Maintenance.

#### GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Anthony-Paul Diaz, Executive Officer and Chief of Staff, reported on various Department activities, facilities, and upcoming events. On March 21, 2017, the Griffith Observatory DASH Bus Service Program was expanded to 7 days per week with a new bus connection from the Metro Red Line Vermont/Sunset Station, which is expected to reduce traffic congestion and improve access to the Griffith Observatory, Greek Theatre, and into Griffith Park. The Department's Spring Activities Program will begin on April 6, 2017 through April 29, 2017 at various Recreation Centers throughout the City of Los Angeles. The Greek Theatre 2017 Concert Season begins on April 14, 2017 with an opening performance by Idina Menzel. The Cheviot Hills Playground Re-Opening Ceremony was scheduled on April 6, 2017. The 67<sup>th</sup> Annual Junior Golf Championships will be held at six City golf courses, in which over 400 youth between the ages of seven to 18 years plan to participate. The Earth Day Sustainability Festival is scheduled on April 15, 2017 at Cabrillo Beach. The Youth Orchestra LA (YOLA) 10<sup>th</sup> Anniversary Celebratory Concert was held on April 4, 2017 at Walt Disney Concert Hall.
- The Various Communications Report was noted and filed.

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GENERAL PUBLIC COMMENT

Public comments on matters within the Board's jurisdiction were invited; however, no requests for public comment were submitted.

COMMISSION BUSINESS

Commissioner Diaz acknowledged Department staff that coordinated the Pretty in Pink Youth Empowerment Conference held on March 25, 2017 at Jackie Tatum Harvard Recreation Center, as well as the creative programming offered during the Conference. Commissioner Diaz also announced that a Discovery Agents App Launch Event is scheduled on April 8, 2017 at Echo Park to educate users on how to use the App, which is a mobile educational game that can be used at various park locations to engage participating youth in programs offered by the Department.

NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, April 19, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsaouras adjourned the Meeting at 10:55 a.m. in honor of Robert Barajas, son of Assistant General Manager Ramon Barajas.

ATTEST

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PRESIDENT

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



## SPECIAL MEETING MINUTES

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

Wednesday, April 5, 2017

#### CALL TO ORDER

The Board convened the Special Meeting in the South Park Recreation Center Gymnasium at 10:55 a.m. Present were President Patsouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, and Commissioner Pilar Diaz. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

#### NEIGHBORHOOD COUNCIL COMMENTS

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

#### BOARD REPORT

##### 17-092

##### AMENDMENT TO PERSONNEL RESOLUTION NO. 10461 – SECTION 1F (IN-LIEU POSITIONS)

Harold Fujita, Personnel Director of Human Resources Division, presented Board Report No. 17-09 for authorization to amend Section 1F (In-Lieu Positions) of Personnel Resolution No. 10461 for the addition of the following positions to be effective immediately:

<u>No.</u>	<u>Code</u>	<u>Classification and Location</u>
2	7926-1	Architectural Associate I – Planning
36	3142	Assistant Gardener – Grounds Maintenance
2	7246-1	Civil Engineering Associate – Planning
2	7957-1	Structural Engineering Associate I – Planning
36	3113-G	Vocational Worker Gardener Caretaker – Grounds Maintenance

#### BOARD REPORT PUBLIC COMMENT

Public comments were invited for Board Report No. 17-092. One request for public comment was submitted, and such public comments were made to the Board.

President Patsouras requested a Motion to approve Board Report No. 17-092 as presented. Commissioner Alvarez moved that Board Report No. 17-078 be approved, and that the Resolution recommended in the Report be thereby approved. The Motion was seconded by Commissioner Diaz. There being no objections, the Motion was unanimously approved.

#### NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, April 19, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

April 5, 2017

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 11:00 a.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

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

**BOARD REPORT**

NO. 17-093

DATE April 19, 2017

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GRIFFITH PARK – AWARD OF CONTRACT FOR THE DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY, AND SENIORS AT TREGNAN GOLF ACADEMY TO MORGAN HAIGHT (CON-G16-005)

A.P. Diaz	_____	V. Israel	_____
R. Barajas	_____	for N. Williams	<u>EC</u>
H. Fujita	_____		



General Manager

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

RECOMMENDATIONS

1. Award the Professional Services Contract for Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy to Morgan J. Haight (Haight), a Sole Proprietor, for a term of one year with two one-year extension options exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager or Designee;
2. Approve a proposed Professional Services Contract (Contract) with Haight for Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy, herein included as Attachment 1, subject to the approval of the Mayor, and of the City Attorney as to form;
3. Direct the Board Secretary to transmit the Contract to the Mayor, in accordance with Executive Directive No. 3 (Villaraigosa Series), 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 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 provision of Director of Instruction services;

## BOARD REPORT

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NO. 17-093

6. Authorize the General Manager or Designee to execute the Contract, and to make any necessary technical changes consistent with the Board's intent in approving the Contract.

### SUMMARY

On December 14, 2016, the Board of Recreation and Park Commissioners (Board) approved and authorized the release of a Request for Proposal (RFP) for a Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy (Report No. 16-256) (Attachment 2).

On January 10, 2017, RAP hosted a Pre-Proposal Conference for the RFP and conducted a site visit at Tregnan Golf Academy (Tregnan). Four individuals attended the mandatory Pre-Proposal Conference and site visit.

On February 7, 2017, RAP received two proposals in response to the RFP: one from the incumbent Director of Instruction, Jeffrey Barber (Barber), and one from Haight. Both proposals were missing 2014 and 2015 Federal tax returns, which the RFP gave instruction to provide. RAP extended the proposal due date to March 2, 2017. Haight submitted documents by the extended due date to complete his proposal. Barber did not provide missing documents by the extended due date. RAP deemed Barber's proposal non-responsive. After a thorough review of Haight's proposal, RAP staff recommends that the Board approve the award of the Contract to Haight.

### DISCUSSION

RAP evaluated Haight's proposal under Level I review for background and experience, proposed curriculum, compliance with City contracting requirements, and the RFP requirements. RAP deemed the proposal responsive and could advance Haight's proposal to Level II review.

The purpose of Level II review is for responsive proposals to be given an extensive assessment, including interviews of the proposers by an evaluation panel, in order to rank and score each proposal. Since only one proposal was received and responsive to the RFP, rank scoring was not possible. RAP staff assembled an Evaluation Panel consisting of Laura Bauernfeind – RAP Golf Manager; Rick Reinschmidt – RAP Golf Starter Supervisor II; and Kevin Gigax – Executive Director at Southern California Golf Association (SCGA) Junior which serves 6,000 youth annually with affordable access to golf. RAP staff and the panel thoroughly reviewed Haight's proposal and interviewed him. The following information provides a summary of the findings.

#### Background and Experience

Haight has led summer golf camps in Los Angeles starting in 2010. In addition to coordinating and running golf camps at Encino and Balboa Golf Courses for four years, he has provided private lessons for children, adults, and seniors. Verified by RAP staff, referrals praise Haight on his passion, enthusiasm, dependability, golf knowledge, high proficiency, ability to connect

## BOARD REPORT

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with young golfers, patience, motivation, inspiration, building of confidence, tailoring to specific needs, teaching technical aspects of golf including stance and swing, variety of shots, and golf etiquette. Other appreciations observed for Haight include a parent who is proud his daughter is ranked 8<sup>th</sup> playing for her high school due, in part, to Haight's private instruction; a senior who states Haight has calmness, provides encouragement, and can relate to senior women as their instructor; and the lady who boasts she can now hit a golf ball further than her boyfriend thanks to Haight's instruction.

Haight is certified with GolfTEC University, as prescribed by GolfTEC and the Professional Golfers' Association of America (PGA) with a 10-day program for Teaching Professionals which includes video analysis. Haight also has PING certification for Custom Club Fitting. Haight's tax returns support his business profession as a golf teaching professional.

### Curriculum

Haight proposed curriculums for Junior Class in three age levels 7-11, 8-15, and 10-17, whereas movement within the age ranges are dependent on skill level; Family Golf designed to introduce the game of golf together – parent and children; and a Women and Seniors program focusing on golf fundamentals with added drills for strength training, balance, and flexibility increasing one's quality of life. A sample marketing brochure, handouts and quizzes appropriate for the program were provided. A course for students who are ready for competitive tournament play was proposed to prepare students with course management, mental preparation, swing fixes, short game guidance, "reading" the green, strategy, and suggestions tailored to individual skill level and comprehension of the game. The curriculums are in accordance to the requirements and goals set by RAP. Haight also demonstrates enthusiasm for community outreach. Catering to the young and young at heart will bring new players to the game of golf in the City of Los Angeles (City). Haight's wish is to get the youth of our community on the right track to a life-long love for the game of golf.

### Compensation

Haight proposed compensation below RAP's budgeted amount for each year of operation – Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour not to exceed Forty (40) hours per week and Fifty (50) weeks per year. Haight's proposal is Year 1: \$35.00 per hour; Year 2: \$36.00 per hour; and Year 3: \$37.00 per hour.

### CONCLUSION

Haight's proposal demonstrated a thorough and comprehensive plan to continue the Director of Instruction responsibilities at Tregnan. Haight is dedicated to help increase the number of golfers in the City by positive, personalized, and affordable instruction to new players of all ages. Haight is able to connect with various age groups and is effective introducing golf and advancing a student's skill level. A revised Tregnan curriculum will be a hybrid, approved by RAP staff, of the current golf program at Tregnan and new ideas of Haight. Compensation proposed by Haight is below the maximum allowed in the RFP, increasing after Year 1 and after Year 2 as his experience and value to RAP increases. Haight also shares RAP's goals to expand Youth, Family, and Senior Golf Instruction at RAP golf facilities outside of Tregnan to

## BOARD REPORT

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better serve outlying areas. RAP staff recommends that the Board approve the award of the Director of Instruction for Youth, Family, and Seniors Contract to Morgan J. Haight, for a term of one year with two one-year extension options exercisable at the sole discretion of RAP's General Manager.

### FISCAL IMPACT STATEMENT

Payments to Morgan J. Haight will come from the Golf Account. There is no impact to RAP's General Fund.

This Report was prepared by Stanley Woo, Management Analyst II, Concessions Division.

### LIST OF ATTACHMENTS

- 1) Proposed Professional Services Contract between the City of Los Angeles and Morgan Haight for Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy
- 2) Board Report No. 16-256: Tregnan Golf Academy – Release of a Request for Proposal for a Director of Instruction

**PROFESSIONAL SERVICES CONTRACT**

**Contractor: MORGAN J. HAIGHT**

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

MORGAN J. HAIGHT

For

DIRECTOR OF INSTRUCTION  
FOR YOUTH, FAMILY AND SENIORS  
AT TREGNAN GOLF ACADEMY

THIS CONTRACT is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 MORGAN J. HAIGHT, a Sole Proprietor (hereinafter referred to as CONTRACTOR).

WHEREAS, on December 14, 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) (Report No. 16-256); and,

WHEREAS, BOARD finds, 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; and,

WHEREAS, BOARD 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 provision of Director of Instruction services; 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);

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:	Morgan J. Haight
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.
PROPOSAL	PROPOSAL submitted by CONTRACTOR on February 7, 2017 and March 2, 2017, in response to the Request for Proposal released December 28, 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 and 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 such program, developed at TGA, to 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 one-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:

Morgan J. Haight  
2137 N. Screenland Dr.  
Burbank, CA 91506

- 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 working days of said change.

#### SECTION 5. DUTIES AND RESPONSIBILITIES

- A. Contractor Duties and Responsibilities  
Under the guidance and direction of the RAP's 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. Not discriminate 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, and create golf tournament schedules, subject to the approval of RAP's 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 RAP's Golf Manager or designee.
12. Maintain professionalism. CONTRACTOR, while on or about the FACILITY 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 RAP's Golf Manager or designee.
14. Provide advance notice of a minimum of forty-eight (48) hours to RAP's 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 RAP's Golf Manager or designee. Contractor shall not work and invoice for more than eighty (80) hours on a bi-weekly basis, nor work in excess of 40 hours per week without prior approval of RAP's 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 RAP's 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 CONTRACTOR and terminate this Contract based on the results of a background check and fingerprinting. 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 the term of this Contract. Failure to comply with this standard shall be a material breach of this CONTRACT and CONTRACTOR shall immediately vacate the FACILITY at RAP's instruction.
19. Provide documentation to confirm freedom from communicable Tuberculosis. Since CONTRACTOR shall, in connection with a park or golf course used for recreational purposes, be 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, CONTRACTOR shall provide RAP with a certificate indicating freedom from communicable tuberculosis.

B. Professional Qualifications and Experience

Contractor shall inform RAP of any new or updated certifications acquired relating to golf education and training.

SECTION 6. PAYMENT AND INVOICING

A. Payment

1. Contractor shall provide the work product as described Section 5 – Duties and Responsibilities, as well as meet the PROPOSAL commitments.
2. Contractor understands and agrees that he 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 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 the following compensation rates:

Year	Operating Date	Hourly Rate	Not to Exceed Bi-Weekly [1]	Not to Exceed Annually [2]
1	July 1, 2017 - June 30, 2018	\$35.00	\$2,800.00	\$70,000.00
2 (If applicable)	July 1, 2018 - June 30, 2019	\$36.00	\$2,880.00	\$72,000.00
3 (If applicable)	July 1, 2019 - June 30, 2020	\$37.00	\$2,960.00	\$74,000.00

[1] Based on hourly rate X maximum of 80 hours (40 hours per week at 2-week payment cycle).

[2] Based on maximum 50 paid weeks per year permitted.

**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 City Controller 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 thirty (30) days of service, and biweekly, and shall be payable to the Contractor no later than thirty (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. 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 8. 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 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 Proposal (CON-G16-005)
- Exhibit C – Proposal submitted by Morgan J. Haight
- 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 C; (3) Exhibit B; (3) Exhibit A; and (4) Exhibit D.

*(Signature Page to Follow)*

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 the Board of Recreation and Park Commissioners

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

MORGAN J. HAIGHT, a Sole Proprietor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MORGAN J. HAIGHT

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

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

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

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>
<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> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> <div style="width: 45%; text-align: right;"> <p>WC _____</p> <p>EL <u>Statutory</u> _____</p> </div> </div>	
<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%; text-align: right;"> <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%; text-align: right;"> <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>	100 % of Contract Price
<p><b>Crime Insurance</b></p>	_____

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



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposal (CON-G16-005)

### 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.

	<u>Limits</u>
_____ <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 <span style="margin-left: 150px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	

_____ <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 <span style="margin-left: 150px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 150px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 150px;"><input type="checkbox"/> _____</span>	

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

- 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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- E. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO)
- F. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
- 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**

**SECTION E**  
**EQUAL BENEFITS ORDINANCE STATEMENT**

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 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/LW-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
- (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

## LWO – 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?  Yes  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 \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

**ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.**

#### AWARDING DEPARTMENT USE ONLY:

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

#### OCC USE ONLY:

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

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

## 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 HIGHEST paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY B by 8:</b> \$ <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 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? <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>	
AWARDDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	Date: _____
By OCC Analyst: _____	



**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**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 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.

<b>4</b>	<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 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)

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**

<b>Project Title</b>	<b>Contract No.</b>
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<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>  <hr/> <b>Title:</b> _____ <b>Date:</b> _____
<b>TOTAL WBE PARTICIPATION</b>	\$	%	
<b>TOTAL SBE PARTICIPATION</b>	\$	%	
<b>TOTAL EBE PARTICIPATION</b>	\$	%	
<b>TOTAL DVBE PARTICIPATION</b>	\$	%	
<b>TOTAL OBE PARTICIPATION</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
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**

**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):
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Name of Bidder:	Phone:
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Address:
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Email:
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### 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 5 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 5 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).



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

*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 effect 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 \_\_\_\_\_)

Reference Number (bid or contract number, if applicable): \_\_\_\_\_

Date Bid Submitted: \_\_\_\_\_

Description of Contract (title of RFP and services to be provided): \_\_\_\_\_

City Department Awarding the Contract: \_\_\_\_\_

### 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 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 DSG 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If NO, <span style="color: red;">This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT</span>	
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: _____ 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"/>

**SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)**

- 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. **Continue to Section V**, and submit this form and all supporting documentation to the Awarding Department for approval.
- 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, **Continue to Section IV**.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Governmental Entity	NONE REQUIRED.

**SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)**

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- |  |   |
|--|---|
| 1) Employee Information Form                             | LW 6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>  |
| 2) Subcontractor Information Form                        | LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a> |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>  |

**SECTION V: SIGNATURE**

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

**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

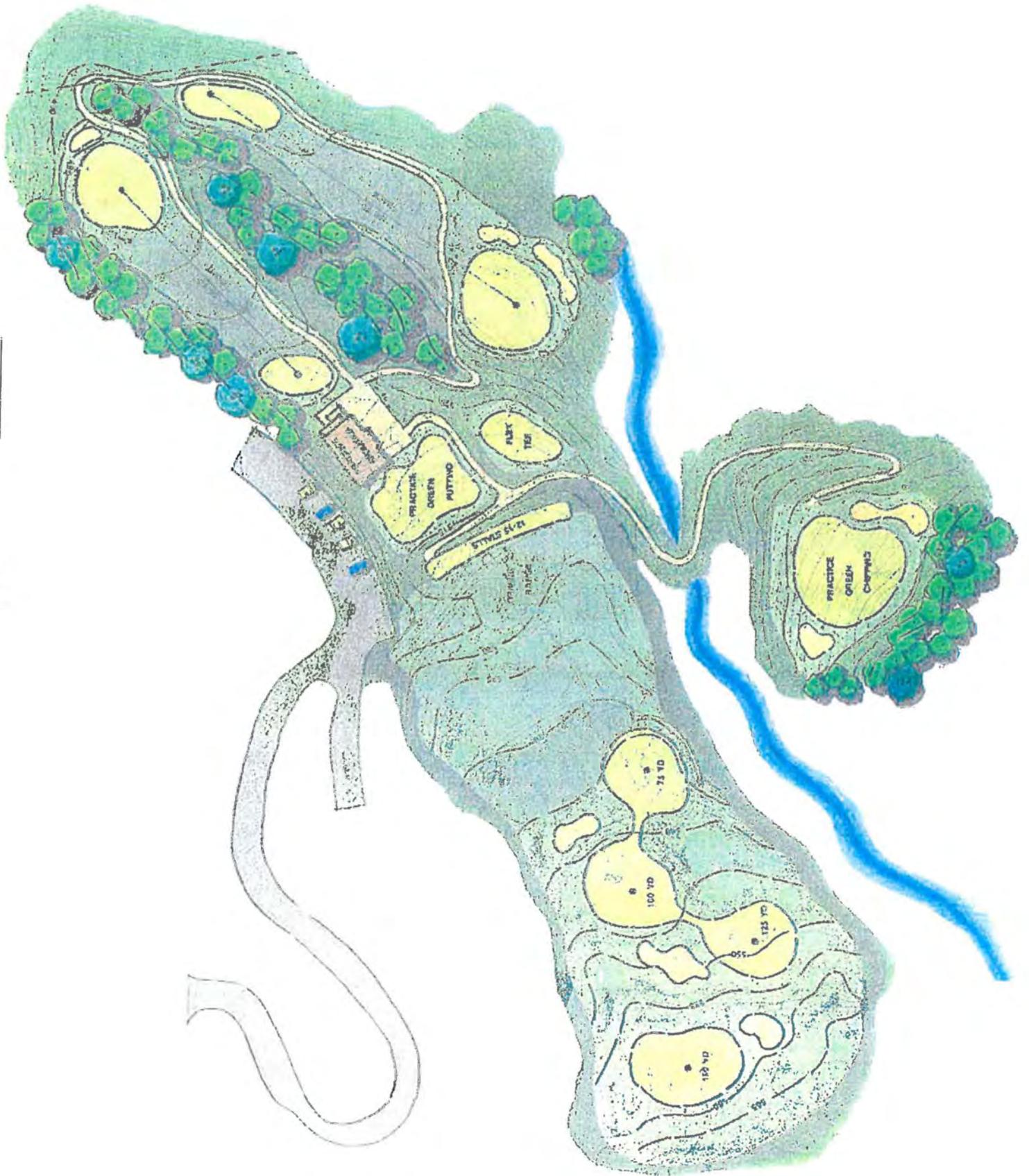
By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for a Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy and the resulting contract, without exception.

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.				



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: MORGAN HAIGHT  
(Complete legal name/include DBA if applicable)

Entity Address: 332 S. KEYSTONE ST. BURBANK, CA. 91506

Organization Type: SOLE PROPRIETOR  
(Corporation, partnership, sole proprietor, etc.)

Contact Name: MORGAN HAIGHT

Contact Telephone: 818-802-5460

Contact Fax: 818-362-7249

Email Address: MHAIGHT27@GMAIL.COM

  
Authorized Signature

1.31.17  
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.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, MORGAN J. HAIGHT

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

SOLE OWNER

(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**



**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

2.5.17  
\_\_\_\_\_  
Date

**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**

GOLF / CONCESSION STANLEY WOO 213-202-4323  
City Department/Division Awarding Contract City Contact Person Phone

CON-616-005  
City Bid or Contract Number (if applicable) and Project Title

**BIDDER/CONTRACTOR INFORMATION**

MORGAN HAIGHT  
Bidder/Proposer Business Name

332 S. KEYSTONE BURBANK CA 91506  
Street Address City State Zip

MORGAN HAIGHT 818-802-5460  
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.

MORGAN HAIGHT, GOLF PRO [Signature] 2-3-17  
Print Name, Title Signature Date

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** 6

**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: 6 / 1 / 2003  
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. [ CPGC §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? 14 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.

MORGAN HAIGHT, GOLF PROFESSIONAL  
Print Name, Title

  
Signature

2-3-17  
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: MORGAN HAIGHT Phone Number: 818 802-5460
2. Company Address: 332 S. KEYSTONE BURBANK CA 91506
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: GOLF INSTRUCTION

#### EXEMPTION INFORMATION:

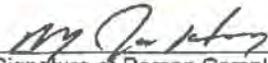
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

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 LW-18 Subcontractor Information Form.</b></li> </ol>
<input checked="" 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.**

MORGAN HAIGHT  
 Print Name of Person Completing This Form

GOLF PROFESSIONAL 818-802-5460  
 Title Phone #

  
 Signature of Person Completing This Form

2.3.17  
 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 – 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: MORGAN HAZENT Contact Person: MORGAN HAZENT Phone Number: 818-802-5460  
 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 <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <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> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)								
PART A			PART B					
			CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
			I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract 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.								
MORGAN HAZIGHT Print Name of Person Completing This Form			 Signature of Person Completing This Form					
GOLF PROFESSIONAL Title		818-802-5460 Phone #		2.3.17 Date				
<b>AWARDING DEPARTMENT USE ONLY:</b>								
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____		



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: <b>CON-G16-005</b>	Awarding Authority (Department): <b>GOLF / CONCESSIONS</b>
---	---

Name of Bidder: <b>MORGAN HAIGHT</b>	Phone: <b>818-802-5460</b>
---	-------------------------------

Address:  
**332 S. KEYSTONE ST. BURBANK CA. 91506**

Email:  
**MHAIGHT27@GMAIL.COM**

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(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: 1-31-17

Signature:

Name: MORGAN HAIGHT

Title: GOLF PROFESSIONAL

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<p><i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i></p>		
<input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
<b>Reference Number</b> (bid or contract number, if applicable): <u>CON-926-005</u>	<b>Date Bid Submitted:</b> <u>2-7-17</u>	
<b>Description of Contract</b> (title of RFP and services to be provided): <u>DIRECTOR OF INSTRUCTION</u>		
<b>City Department Awarding the Contract:</b> <u>GOLF / CONCESSION</u>		
<b>BIDDER INFORMATION</b> Name: <u>MORGAN HAIGHT</u> Address: <u>332 S. KEYSTONE ST. BURBANK CA 91506</u> Email: <u>MHAIGHT27@GMAIL.COM</u> Phone: <u>818-802-5460</u>		
<b>SCHEDULE SUMMARY</b> Please complete all three of the following: <ol style="list-style-type: none"> <li>1. <b>SCHEDULE A — Bidder's Principals</b> (check one)             <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).</li> <li><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.</li> </ul> </li> <li>2. <b>SCHEDULE B — Subcontractors and Their Principals</b> (check one)             <ul style="list-style-type: none"> <li><input checked="" 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).</li> <li><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.</li> </ul> </li> <li>3. <b>TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): _____</li> </ol>		
<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: <u>1-31-17</u> Signature: <u></u> Name: <u>MORGAN HAIGHT</u> Title: <u>GOLF PROFESSIONAL</u>		

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Morgan James Haight</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>332 S. Keystone</b>		Requirer's name and address (optional)
	6 City, state, and ZIP code <b>Burbank, CA 91506</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
[REDACTED]	[REDACTED]	[REDACTED]
or		
Employer identification number		
[REDACTED]	[REDACTED]	[REDACTED]

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person ▶ *Morgan James Haight*

Date ▶ 1-31-2017

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# 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.

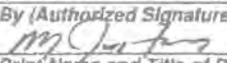
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting 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> MORGAN HAIGHT		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> MORGAN HAIGHT GOLF PROFESSIONAL		
<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>

## Executive Summary

February 5, 2017

Los Angeles Department of Recreation and Parks  
Office of Board of Commissioners – Attn: Board Secretary  
221 North Figueroa Street, suite 300  
Los Angeles, California 90012

Re: Director of Instruction – Tregnan Golf Academy

Dear Ladies and Gentleman:

Please consider the following as the "Executive Summary" for my bid for the Position of Director of Instruction at Tregnan Golf Academy.

My name is Morgan J. Haight, and I am a Teaching Professional at the Encino and Balboa golf courses.

First, I would like to thank you for the opportunity to submit a bid on the Director of Instruction position at Tregnan Golf Academy, and for taking the time to consider my proposal and experience.

I am extremely excited about this opportunity, and have always gotten so much enjoyment while working with the youth of our community, through the wonderful game of golf, and with students of all ages to further the sport of golf. The Tregnan Academy is an ideal facility for us to grow the game, to instruct students and foster the love and enjoyment of golf throughout the community, and to make lasting differences in people's lives.

With the proper marketing through local golf shops, the many city facilities, Senior and Youth Centers and the local golf community we can expand and build the program to connect and educate more Seniors, Families and Youth about our great game.

Woodley Lakes and Penmar Golf Course would be great places to start, at first with 1 or 2 Saturday clinics a month, to build awareness of our program. As we begin to see attendance and awareness ramp up I would want to grow these clinics /camps into every weekend programs. Proper signage and flyers/information placed at the many City golf facilities would raise awareness of our programs and increase attendance. In the near future I would like to expand our programs to include family golf tournament with the youth competing with their parents, This is a great way to build family relationships, and promote better communications.

Through the use of proper drills and practice techniques we will help build the correct mechanics into each player's game. Through this the students will build strength, flexibility and balance, and teach our youth to be courteous, responsible, honest and respectful people. Skills and ethics taught and learned in one area of life, tend to overflow into all areas if done properly. I strongly believe in "Positive

## Executive Summary

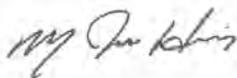
Reinforcement" teaching techniques. Through this process we can build self esteem, and foster the growth of our youth.

Unfortunately, the game of golf has seen a decline in participants in the last 10 years. Our younger players are the ones who will carry on this great game, and I want to be one of the people who helps bring new players into our game, and reverse this trend.

At the same time, if we can bring more families together to enjoy a fun and relaxing sport through the vehicle of programs like the Tregnan Academy, we will strengthen our community as a whole.

I believe that I am the best fit for the Tregnan Academy due to my extensive experience and knowledge of the game, as well my successful teaching and youth coaching experience, my energy and enthusiasm for teaching, and last, but not least, my love for the game, and a desire to bring new players into this great sport.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Morgan J. Haight".

Morgan J. Haight

Morgan Haight  
332 S. Keystone St.  
Burbank, CA 91506

I have over 14 years of teaching experience with over 15,000 lessons given to youth, seniors, families, and women.

For the past six years, I have been the Director of Instruction and a golf professional at the Encino & Balboa golf courses, while at the same time, assisting in the operation of the driving range, Pro Shop, junior camps, and clinics. At the same time, I maintain a full lesson schedule of students. From 2010-2013 I was the coordinator and the lead instructor for the Ready Golf Junior Camps, and in 2014 I ran my own week-long summer camps for youth. During this time, and through my various classes, and clinics I have produced 5 different club champions, multiple tournament winners, and many players who through my instruction went on to break their personal all-time low score. At this time I am currently employed by the City of Los Angeles at the Wilson and Harding municipal golf courses in Griffith Park as a starter. My duties include, checking in players for their tee time, collecting green fees, reserving tee times and general customer service. Working for and with both the city and a contracted concessionaire with the city I have a very good understanding of how the city courses and concessions must operate while providing the community with the best customer service and facilities we can offer.

I have a true love for the game and enjoy working with clients/students of all ages and skill levels. I believe that most of my students would say that it shows in my energy and enthusiasm. I have a knack at connecting with students and a gift of presenting the information in the easiest way. I am especially effective in communicating with younger players.

Prior to working at Encino & Balboa Golf Courses, I was the store manager and Director of Instruction for GolfTec in Woodland Hills and Santa Clarita, California. I am certified in GolfTec's PGA-approved course of study as a teaching professional, video-analysis and motion measurement instruction teacher. I have studied hundreds of PGA tour professional's swings and have done comparative video analysis demonstrations to use as a teaching tool with my students.

Prior to being with GolfTec, My positions included working for Roger Dunn Golf Shops for 9 years from 1998 – 2007 as a Sales Manager, Assistant Store Manager,

Morgan Haight  
332 S. Keystone St.  
Burbank, CA 91506

Salesman, Certified Club Fitter, Launch Monitor Specialist, and Equipment Specialist.

My experience includes not only golf, but Ice Hockey, as both player (California State Championships - SCAHA) and Coach (Assistant Youth Hockey Coach – California Golden Bears), and LaCrosse (Assistant Coach, Village Christian Schools).

I have 4 children (2 boys and 2 girls) aging in range from 2 to 16, so interacting with kids comes naturally!

I played competitively in high school for Burbank high and as an amateur in the Los Angeles amateur golf tournaments and many local tournaments and qualifiers as a professional over the years. I currently co-hold (With PGA Tour Professional Corey Pavin and Duffy Waldorf) the course record at Encino Golf Course (9 under - 63) and have 5 hole in ones to my credit.

# GolfTEC University

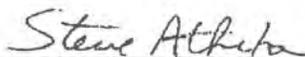
THIS CERTIFICATE IS PRESENTED TO

MORGAN HAIGHT

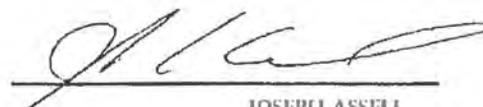
FOR THE SUCCESSFUL COMPLETION OF THE COURSE OF STUDY  
AS PRESCRIBED BY GOLFTEC AND THE PROFESSIONAL GOLFERS' ASSOCIATION OF AMERICA  
TO EARN CERTIFICATION AS

GOLFTEC TEACHING PROFESSIONAL

DATED THIS 25TH DAY OF JULY 2007



STEVE ATHERTON  
VICE PRESIDENT OF GOLF INSTRUCTION  
GOLFTEC ENTERPRISES, LLC



JOSEPH ASSELL  
PRESIDENT, CO-FOUNDER  
GOLFTEC ENTERPRISES, LLC

**PING**<sup>®</sup>

Congratulates

**Morgan Haight**

For Successfully Completing the  
**PING** Custom Club Fitting Training Program

*John A. Solheim*

John A. Solheim

May 23, 2003

Session Date

**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 1 of 2

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: <b>DONNA KAUFMAN</b>	Address: <b>5100 CHESTNUTS AVE. TARZANA CA. 91356</b>	Dollar amount of the entire Project: <b>N/A</b>	Beginning and ending dates of the contract: (List most recent first.) <b>MAY 2010 STILL ACTIVE</b>	Reference Contact Person Name: <b>DONNA KAUFMAN</b> Title: Phone: <b>818-231-6416</b> E-Mail: <b>NO EMAIL</b>
Summary of Scope of Services: <b>WOMENS &amp; SENIOR GOLF INSTRUCTION, FULL SWING, SHORT GAME, PUTTING COURSE MANAGEMENT, AND PLAYING LESSONS. SEE ATTACHED LETTER</b>				
Was ending date due to termination? If yes, explain reason for termination.				
Client's Name: <b>TED AND SAM TBEDER</b>	Address: <b>20611 AETNA ST. WOODLAND HILLS CA 91367</b>	Dollar amount of the entire Project: <b>N/A</b>	Beginning and ending dates of the contract: (List most recent first.) <b>AUGUST 2014 STILL ACTIVE</b>	Reference Contact Person Name: <b>TED BEDER</b> Title: <b>FATHER</b> Phone: <b>213-304-2230</b> E-Mail:
Summary of Scope of Services: <b>FAMILY AND YOUTH GOLF INSTRUCTION, FULL SWING, SHORT GAME, PUTTING COURSE MANAGEMENT, TOURNAMENT PREP AND PLAYING LESSONS. SEE ATTACHED LETTER</b>				
Was ending date due to termination? If yes, explain reason for termination.				
Client's Name: <b>CARMEN TEJEDA</b>	Address: <b>9124 HAZELTONE AVE. PANORAMA CITY 91402</b>	Dollar amount of the entire Project: <b>N/A</b>	Beginning and ending dates of the contract: (List most recent first.) <b>JUNE 2014 STILL ACTIVE</b>	Reference Contact Person Name: <b>CARMEN TEJEDA</b> Title: Phone: <b>818-602-6555</b> E-Mail: <b>CARMEN@CARMENTEJEDAZIMMEDIATE.COM</b>
Summary of Scope of Services: <b>SENIORS AND WOMENS GOLF INSTRUCTION, CHIPPING, PUTTING, FULL SWING, BALANCE, FLEXIBILITY, STRENGTH TRAINING AND COURSE MANAGEMENT. SEE ATTACHED LETTER</b>				
Was ending date due to termination? If yes, explain reason for termination.				

RFP - EXHIBIT H

**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 2 of 2

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: <b>READY GOLF JR CAMPS</b>	Address: <b>16821 BURBANK BLVD ENCINO CA. 91436</b>	Dollar amount of the entire Project: <b>APPROX \$5000± PER CAMP</b>	Beginning and ending dates of the contract: (List most recent first.) <b>JUNE 2010 AUGUST 2013</b>	Reference Contact Person Name: <b>MARK KARGE</b> Title: <b>HEAD PROFESSIONAL</b> Phone: <b>818-986-4560</b> E-Mail: <b>MKARGE@SBCGLOBAL.NET</b>
Summary of Scope of Services: <b>JR SUMMER CAMP. PROFESSIONAL GOLF INSTRUCTION IN ALL ASPECTS OF GAME. 10 DAY CAMPS DAILY 9AM-3PM.</b>				
Was ending date due to termination? If yes, explain reason for termination. <b>NO</b>				
Client's Name: <b>KEOLEIHE HOWE</b>	Address: <b>3454 STANDESH DR ENCINO CA 91436</b>	Dollar amount of the entire Project: <b>N/A</b>	Beginning and ending dates of the contract: (List most recent first.) <b>AUGUST 2013 STILL ACTIVE</b>	Reference Contact Person Name: <b>CHRIS HOWE</b> Title: <b>FATHER</b> Phone: <b>818-259-7292</b> E-Mail: <b>CHRIS_S_HOWE@YAHOO.COM</b>
Summary of Scope of Services: <b>JR GOLF INSTRUCTION. FULL SWING, PUTTING, SHORT GAME PLAYING LESSONS, TOURNAMENT PREP, PLAYING LESSONS. SEE ATTACHED LETTER</b>				
Was ending date due to termination? If yes, explain reason for termination.				
Client's Name: <b>ASHER ROSEN</b>	Address: <b>14947 CLARK ST. SHERMAN OAKS 91411</b>	Dollar amount of the entire Project: <b>N/A</b>	Beginning and ending dates of the contract: (List most recent first.) <b>AUGUST 2013 STILL ACTIVE</b>	Reference Contact Person Name: <b>LIZ ROSEN</b> Title: <b>MOTHER</b> Phone: <b>818-464-6642</b> E-Mail:
Summary of Scope of Services: <b>JR GOLF INSTRUCTION. FULL SWING, CHIPPING, PUTTING, FOCUS. PLAYING LESSONS, AND SAND PLAY. SEE ATTACHED LETTER</b>				
Was ending date due to termination? If yes, explain reason for termination.				

Mark Karge  
PGA Class A Member

February 3, 2017

Administrative Services Section  
City of Los Angeles – Department of Recreation and Parks  
Golf Division Headquarters  
3900 Chevy Chase Drive  
Los Angeles, CA 90039

Re: Morgan J. Haight Proposal – Tregnan Golf Academy, Director of Instruction

Dear Sir or Madame:

First, allow me to introduce myself. My name is Mark Karge, and I have been the Head Golf Professional at the Encino and Balboa Golf Courses for 11 years.

My purpose in writing to you today is to offer my Recommendation with regard to Morgan Haight and his submission / bid for the Director of Instruction at the Tregnan Golf Academy.

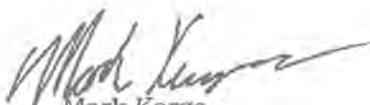
It has been my pleasure to Mr. Haight for the past 6 years. Morgan has a great work ethic, presents himself in a professional manner at all times, and has a wonderful attitude and great enthusiasm. He is extremely knowledgeable, and a very proficient instructor.

Over the past 6 years Morgan has been invaluable in assisting operate our Pro Shop and Driving Range. In addition to serving customers, he coordinated and ran our "Ready Golf" Junior Camps, and was the Head Instructor for that program. All, while maintaining a full, regular schedule of individual clients and lessons. Morgan is, and always has been an asset to me, and to our many and varied customers and students. I feel that it is important to add, that if chosen to run the Tregnan program, he will be sorely missed!

Although I previously mentioned the fact that Morgan coordinated and was the Head Instructor for the "Ready Golf" Junior Camps from June 2010 to August 2013, after Ready Golf stopped running youth camps, Morgan was able to create a program on his own, and ran it quite successfully. The key here, is that parents were always extremely happy with the level of service and quality of instruction he was able to provide. In essence, due to his knack at communication with younger players.

Morgan's expertise, enthusiasm and desire to advance within the golf industry makes him an excellent candidate for this program, and he deserves my support and the highest recommendation I can offer.

Sincerely,



Mark Karge

City of Los Angeles  
Department of Recreation & Parks  
Griffith Park – Wilson/Harding Golf  
4730 Crystal Springs Drive  
Los Angeles, CA 90027

January 31, 2017

To Whom It May Concern:

Morgan Haight has been working part time for me for the last 8 months. Though he is relatively new to my staff he has proven to be a quality employee. Mr. Haight's primary duties are as a Golf Starter, which is registering golfers, collecting their green fees, and providing quality customer service. Mr. Haight has demonstrated to me his vast knowledge of the game of golf and the golf industry. You can tell by the way he interacts with the golfers that he has a passion for the game of golf. Mr. Haight has been a dependable employee, always showing up for his shifts on time, and fills in when needed. I know Mr. Haight is looking to further his career in the golf industry and I believe will do well given his passion for the game.

Sincerely



Charles Ruiz

Golf Starter Supervisor I

[chuck.ruiz@lacity.org](mailto:chuck.ruiz@lacity.org)

323-661-2032

Donna Kaufman

January 25, 2017

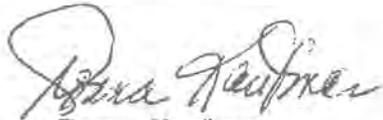
To whom it may concern:

I have been a student of Morgan Haight's for 6 years. Learning golf has been lots of fun and a great experience. Morgan has taught me so much. He is very patient and understanding. His knowledge of golf is great, and makes it easy to learn.

But most important, is his level of enthusiasm and love of the game of golf.

I would recommend Morgan to anyone / everyone that needs a golf lesson.

Sincerely,



Donna Kaufman

Ted Beder  
20611 Aetna Street  
Woodland Hills, CA 91367  
818-340-3194

January 25, 2017

To Whom It May Concern:

I highly recommend Morgan Haight for an executive position with the Junior Golf Academy at Griffith Park. I have known Morgan for the past two years. He has been the golf instructor for my son and I have been very impressed with his coaching/teaching ability, work habits, patience and ability to articulate to a younger person.

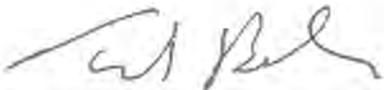
In regards to coaching and teaching, Morgan is very adept at quickly spotting, describing and correcting swing issues and is able to describe things in such a way that a young person connects and responds. He is always patient, positive and encouraging and keeps the lessons interesting and varied. One of his strengths in working with young people is that he played different sports when he was younger and can compare and contrast features of a golf swing with other sports that the kids are playing such as baseball and hockey which helps kids to better understand the mechanics of the golf swing.

His work habits and from what I could see of his administrative skills are great. He is always on time and prepared for each lesson and often goes above and beyond in that he will take extra time to bring a lesson to closure in instances where a concept is almost within the grasp of the student.

In closing, I would like to add that when my son began with Morgan two years ago, he had never played golf. Three months ago he made his high school golf team. I give Morgan a lot of credit for being able to communicate, motivate and articulate the game in such a way that my son understood and achieved the results he was after.

Again, I highly recommend Morgan.

Sincerely,



Ted Beder

Carmen Tejada  
9124 Hazeltine Ave., Panorama City, CA 91402  
818/602-6555

January 26, 2017

Morgan Haight, Golf-pro instructor

It is my pleasure to write this recommendation for Morgan Haight, my golf coach for 2 1/2 years at the Balboa/ Sepulveda Golf Course.

'Inspirational' is the word that comes to mind when describing the instruction I have enjoyed with Morgan. Morgan teaches all the technical aspects of the game of golf, from stance, swing and all the various shots as well as building confidence and trust. With the trust I have gained in my technique, as a result of working with Morgan, I am enjoying the game of golf more than I ever imagined.

Morgan truly inspires his students of all ages, whether a youngster, or young adult, or senior player, like myself, to increase in skill with each lesson. Morgan develops a lesson plan for each student that is tailored to the specific needs and strengths and weaknesses. Since my first lesson with Morgan, my confidence has grown in that knowledge.

Morgan has shown a keen perception for his students' needs at any given time, beginner, or tournament player in all stages of development.

His young Junior students are especially impressive. With Morgan as their role model, they visibly appreciate the privilege of learning to play golf. The Junior golfers learn to reach each goal with renewed enthusiasm. They take pride in becoming true golfers while they learn etiquette and consideration for others that the game requires.

Morgan is generous with his time and energy and gets the best out of each student. I would count on Morgan to give generously of his energy and teaching skills, which are exceptional, in every lesson and class he teaches.

Sincerely,



Carmen Tejada

February 5, 2017  
Encino, California

To Whom It May Concern:

I have known Morgan Haight personally and professionally for approximately seven years. He has been the teaching professional responsible exclusively for the instruction and development of the golf game of my daughter, Keoleihi Howe. He has provided her with an hour long lesson each week for almost four years as part of his teaching professional role at the Encino Balboa Golf Course. Prior to that, I knew Morgan through my daughter's participation in the Encino Balboa golf summer camp and outreach.

I sought out Morgan to teach my daughter based upon my observations of him giving instruction at the range. I watched him give lessons many times, and the more I saw, the more I felt he would be a good instructor for my daughter. My daughter is a good golfer, but not great, and I was struggling to teach her myself. I needed someone who was strong technically, but could also relate to Keoleihi and motivate her positively.

During the time that I have known Morgan, I have found him to be knowledgeable and enthusiastic. He provides varied instruction techniques for the different aspects of the game: driving; iron play; chipping; and putting. Equally importantly, Morgan is a positive and supportive teacher. Golf is as much a mental sport as a physical one, and my daughter is very hard on herself. Morgan's consistent positive messaging and enthusiasm have been very beneficial to Keoleihi as a golfer, and as a person.

Perhaps the best recommendation I can provide is the improvement I have seen in my daughter's game. When she began taking lessons, she had never played a regulation 18 hole round, and was shooting high 40's for 9 holes. In the Los Angeles City Schools championship played at Balboa Golf Course in October 2016, Keoleihi Howe shot a 79 and finished eighth.

Sincerely,



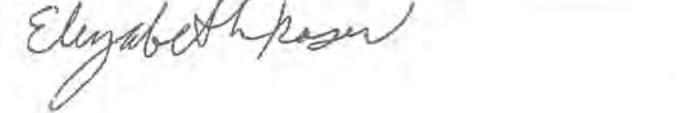
Chris Howe  
818-259-7292

To whom It may concern,

Morgan Haight has been teaching our son, Asher, golf for the last 3 years. Asher is A.D.H.D and Autistic and is 12 years old. Morgan has been nothing but kind, patient and understanding with our son. Morgan often takes extra with Asher to make sure he understands everything and leaves his lessons with a smile on his face. He is able to get on a level with our son to help him understand his instructions with out talking down to him. Asher's golf game is improved tremendously thanks to Morgan. I could not recommend Morgan more for anything that has to do with children and young adults. if you have any questions feel free to call

Sincerely,

Scott and Liz Rosen  
(818) 903-0979

## 159 CLASS DESCRIPTION

BEGINNERS – Ages 7-11 - 90 Minute classes Course = 8 weeks \$90.00

Tuesdays and Thursdays – 4:00 PM

Saturdays – 10:30 AM

Beginner's class is designed for the younger players that are new to the game. The focus will be on the fundamentals of chipping, putting, full swing, rules, etiquette and safety. Students will receive professional instruction on grip, proper stance and alignment, basics of the back and downswing and the proper use of equipment and the facility. Through specific drills and practice techniques we will get the youth of our community on the right track to a life-long love of the game of golf.

- Safety
- Rules and etiquette / Respect for others – Honesty – Sportsmanship – Responsibility - Patience and Focus
- Fundamental of chipping and putting / Grip – Stance - Alignment
- Full Swing Fundamentals / Grip - Stance – Alignment – Backswing – Downswing

INTERMEDIATE - Ages 8-15 - 90 Minute classes Course = 8 weeks \$90.00

Wednesdays and Fridays – 4:00 PM

Saturdays – 12:30 PM

The intermediate class is designed / intended for the player who may have some experience with the game, or demonstrates a skill level acquired through either our Beginner's class, or through experience with family or friends. The class will still have a strong focus on reinforcing the fundamentals, but with more specific individualized instruction designed to correct faults or inadvertent "Bad Habits" with their swing or positioning. We will also cover sand play, playing strategies, and more advanced rules and equipment use.

- Stance, Grip and Alignment
- Specific individualized instruction on weight shift, head position, arm and hand use throughout the swing and club face alignment
- On course playing strategies

## UNION CLASS DESCRIPTION

- Short game control
- Advanced on-course rules and equipment use

ADVANCED - 10-17 - 90 Minute Classes Course = 8 Weeks \$90.00

Mondays – 4:00 PM

Saturdays and Sundays – 8:30 AM

The advanced class is designed for the more accomplished player, looking to take his or her game to the next level. Position-specific individualized instruction on full swing mechanics, chipping, pitching and putting, to help the player better understand their swing and improve their overall game. In depth instruction on course management, mental and tournament preparation, on course playing statistics and scoring. Classes are designed for the competitive youth player, playing local, regional or competitive team golf.

- Personalized specific swing instruction on posture, impact, body rotation, release and head positioning
- Individualized short game and putting instruction and suggestions, on specialty shots, controlling trajectory and distance, learning to spin the ball, and advanced greens reading
- Tournament and mental preparation
- On-course playing statistics and scoring to better evaluate where strokes are being lost during play

## FAMILY GOLF CURRICULUM

FAMILY — All ages — 90 Minute Classes Course = 6 weeks \$90.00

Sundays (3 classes) 10:00 AM - Noon - 2:00 PM

The Family Golf class is intended to introduce new people to the game, and learn together as a family. Focus will be on safety, rules, etiquette, chipping and putting basic, and the fundamentals of the full swing. Classes are designed to teach the game of golf with Parent(s) and Child(ren) learning together.

- Safety
- Rules and etiquette
- Full swing fundamentals
- Balance and flexibility

A children versus adults skills competition will be held at the end of course / camp session.

## WOMENS AND SENIORS CURRICULUM

WOMENS 90 Minutes Classes Course = 8 weeks \$90.00

Mondays and Fridays 10:00 AM

SENIORS 60 Minute Classes Course = 8 weeks \$75.00

Tuesdays 10:00 AM

Beginners golf class for Women and Seniors focusing on the fundamentals of full swing, chipping and putting, but with the added drills for strength training, Balance and flexibility. Not only will we be able to bring new players to the game, but we can also increase the quality of life through golf and its attendant strength and flexibility.



### Rules and Etiquette – Level 1

1. What is the “Green”?
2. What is a “Player’s Line”?
3. What is the “Fringe”?
4. You should be quiet while someone is playing or making a stroke (true/false)
5. You should never swing a club without checking to see if is safe to do so (T/F)
6. It is OK to run around and jump on the greens? (true/false)
7. Name the three parts of a golf club
8. What part of the club do you hold?
9. Why do we say “Four” when striking the ball?
10. You never hit balls or swing clubs at anyone (true/false)

Rules and Etiquette – Level 1

1. What is the “Green”?
2. What is a “Player’s Line”?
3. What is the “Fringe”?
4. You should be quiet while someone is playing or making a stroke (true/false)
5. You should never swing a club without checking to see if is safe to do so (T/F)
6. It is OK to run around and jump on the greens? (true/false)
7. Name the three parts of a golf club
8. What part of the club do you hold?
9. Why do we say “Four” when striking the ball?
10. You never hit balls or swing clubs at anyone (true/false)

# Classes Forming Now

## The Tregnan Golf Academy

4341 Griffith Park Drive  
Los Angeles, CA 90027



**Junior's 6-17**  
**Women, Seniors & Family Golf**

Call for class schedule to enroll or for any questions

**323-906-3858**

For online sign-up go to:

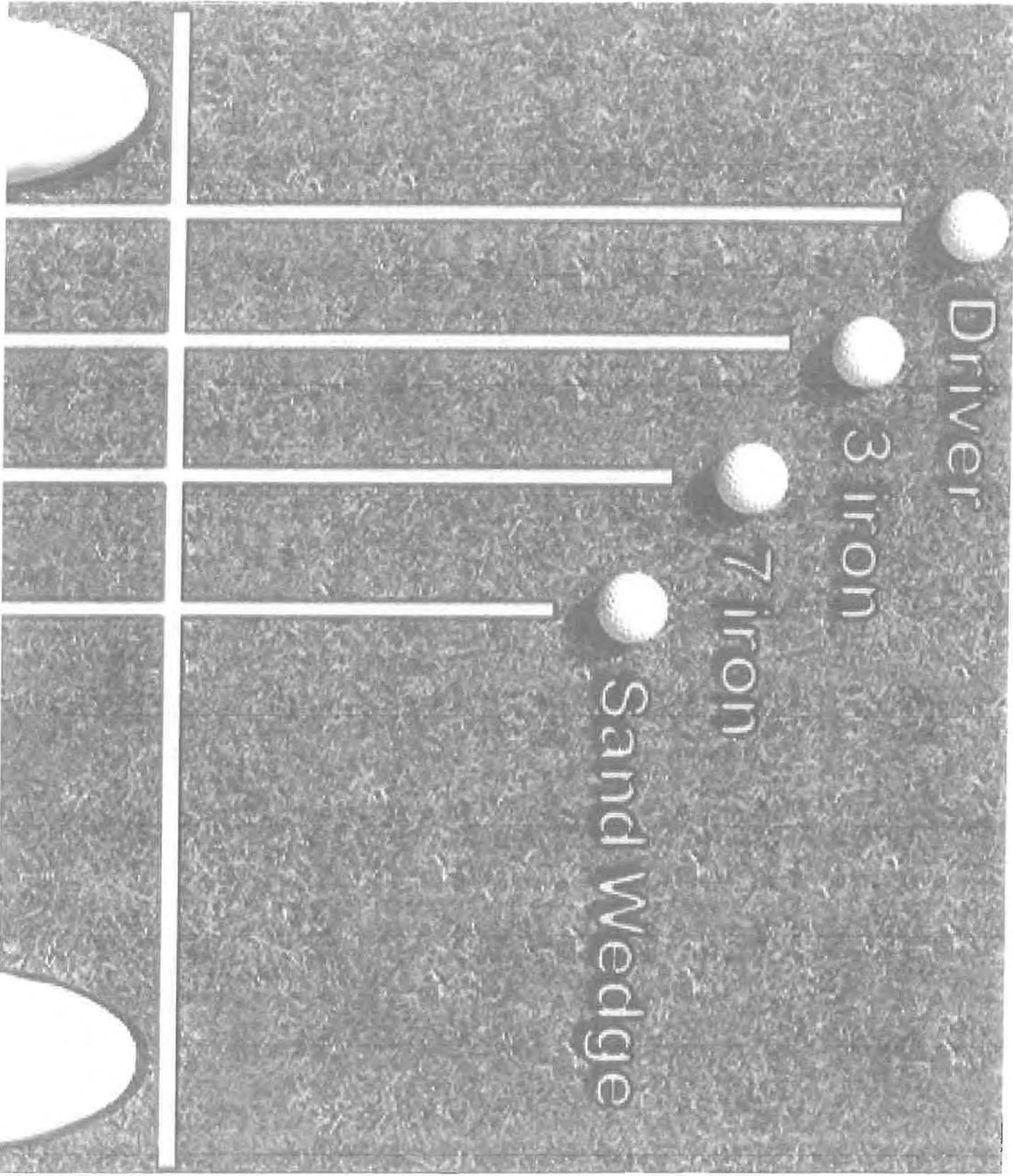
[www.rap/tregnansignup.com](http://www.rap/tregnansignup.com)

● Driver

● 3 iron

● 7 iron

● Sand Wedge





**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.	\$ 35.00

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.	\$ 36.00

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.	\$ 37.00

**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).

**Girls & Boys  
Golf Tournaments**



**GIRLS – 7 – 17**

Intermediate – Los Feliz

Advanced – Roosevelt

**BOYS – 7 – 17**

Intermediate – Los Feliz

Advanced - Roosevelt

**4341 Griffith Park Drive  
Los Angeles, CA 90027  
Phone: 323.906.3858  
Fax: XXX.XXX.XXXX  
E-mail address**

C.6

**The  
Tregnan Golf  
Academy**



Tregnan Golf Academy is a state of the art training facility operated by the Los Angeles Department of Recreation and Parks.

The goal of the facility is to educate and instruct youth, families, seniors, and women in the game of golf.



## FAMILY GOLF CLASSES

Sundays

10:00am, 12:00pm, and 2:00pm

90 minute classes

4 weeks

\$75.00

Family golf classes are designed to teach the fundamentals of full swing, chipping, putting, rules, etiquette, and safety. A great way to learn the game of golf as a family.

## JUNIOR GOLF CLASSES

Ages 6 – 17

90 minute classes

For the beginner to advanced player. New to the game? Or looking to take your game to the next level? Bring the kids to Tregnan and get professional, individualized golf instruction at the best facility in Los Angeles.

Beginners (7 – 11)

Thursday – 4:00pm

Saturday – 12:30pm

Intermediate (8 – 14)

Wednesday – 4:00pm

Saturday – 10:30am

Advanced (11 – 17)

Tuesday – 4:00pm

Saturday – 8:30am

## TREGNAN TOUR

For the intermediate to advanced player. Weekly tour play to better your competitive game and prepare for tournament golf.

Intermediate

Tuesdays – Los Feliz

Thursdays – Roosevelt

Advanced

Mondays – Roosevelt

Wednesdays – Harding

Tour tee's off at 4:00pm

Check-in at 3:45pm

**NOTE:**

Not included with Exhibit C are Morgan Haight's 2014 and 2015 Federal Tax returns submitted to RAP as part of the proposal. It contains the names of minors, social security numbers, financial-account numbers, and other private information.

### 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	<u>Statutory</u>
	EL	<u>\$1,000,000</u>

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability** \_\_\_\_\_ \$1,000,000

Products/Completed Operations  
 Fire Legal Liability \_\_\_\_\_

Sexual Misconduct 1,000,000

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

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

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

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

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

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

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

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

**Other:**

- 1) If a contractor has no employees and decides 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.

# APPROVED

12-14-2016

## BOARD OF RECREATION AND PARK COMMISSIONERS

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:

Title	Duration	Fees
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:

Year	Session	Boys	Girls	Total
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

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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

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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 PROPOSAL**

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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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#### **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>.



**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**

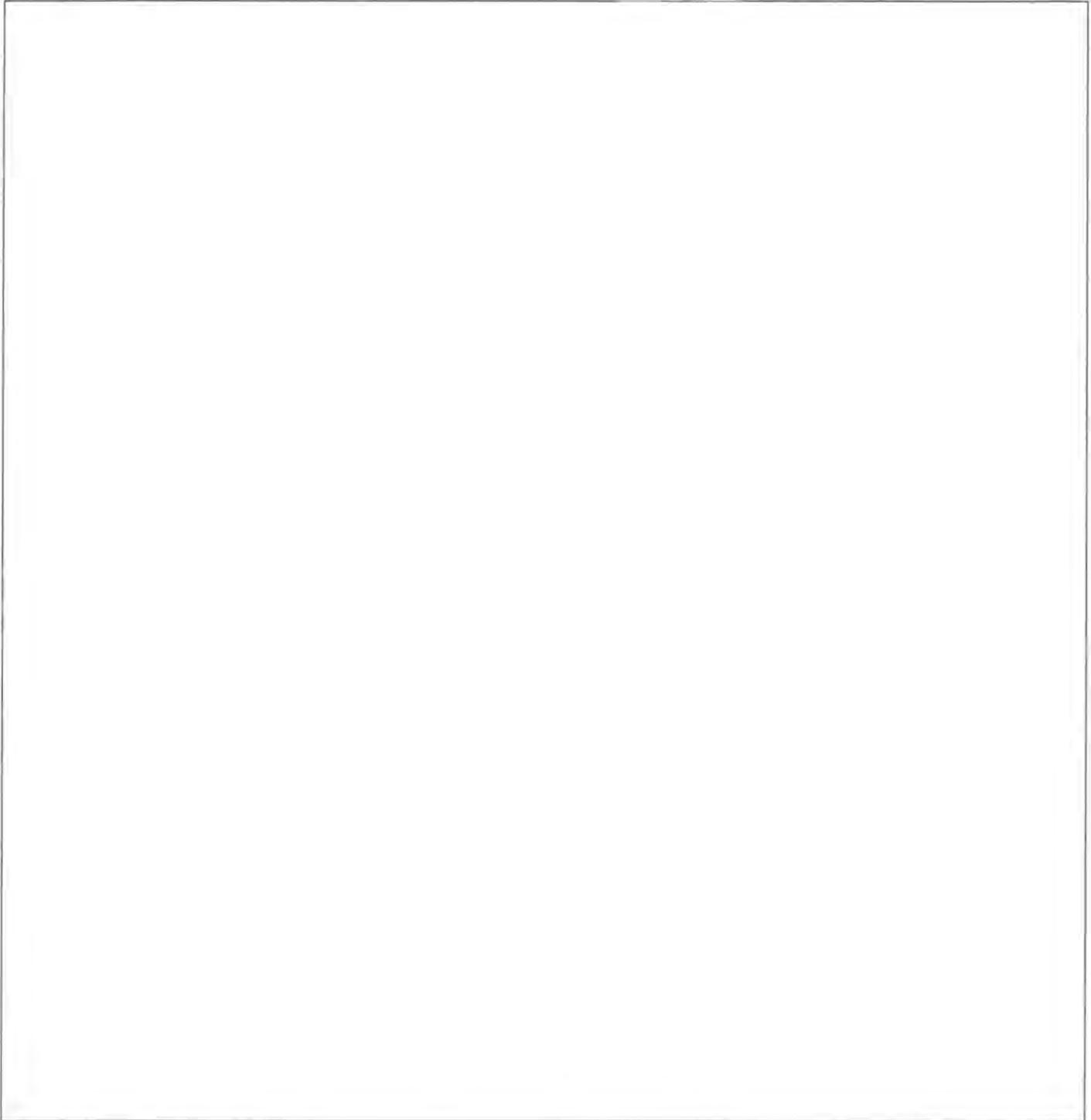
Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of 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**

**SECTION E****EQUAL BENEFITS ORDINANCE STATEMENT**

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?  Yes  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 \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

#### AWARDING DEPARTMENT USE ONLY:

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

#### OCC USE ONLY:

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

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

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

## LWO –DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

#### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: \_\_\_\_\_

#### EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>▪ The exemption is valid for all employees except Child Care Workers.</li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>2. ANSWER the following questions:               <ol style="list-style-type: none"> <li>A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. MULTIPLY B by 8: \$ <u>0</u> _____</li> </ol> </li> <li>3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

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 <b>IS 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 <b>IS 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 _____
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____



**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**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 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.

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
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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			<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Signature of Person Completing this Form</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span style="border-bottom: 1px solid black; width: 40%;"></span> <span style="border-bottom: 1px solid black; width: 40%;"></span> </div> <div style="display: flex; justify-content: space-between;"> <span>Title</span> <span>Date</span> </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 PROPOSAL  
SCHEDULE B  
CITY OF LOS ANGELES**

**MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
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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:	
TOTAL WBE PARTICIPATION	\$	%		
TOTAL SBE PARTICIPATION	\$	%		
TOTAL EBE PARTICIPATON	\$	%	Title:	Date:
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
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**

**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(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 \$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).

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<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>		
<input type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Reference Number (bid or contract number, if applicable): _____	Date Bid Submitted: _____	
Description of Contract (title of RFP and services to be provided): _____		
City Department Awarding the Contract: _____		
<b>BIDDER INFORMATION</b>		
Name: _____		
Address: _____		
Email: _____		Phone: _____
<b>SCHEDULE SUMMARY</b>		
Please complete all three of the following:		
<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>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.</i>		
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 its 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: _____	
<p style="color: red; font-size: small;">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.</p>	

**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: ___/___/___
<p style="font-size: small;">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.</p>		
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 AWARDDING 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 AWARDDING 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

**AWARDDING 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? <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 AWARDED 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>
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"/>
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"/>
<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> .							
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.							
<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 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: \_\_\_\_\_



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. **Bulldozer'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.

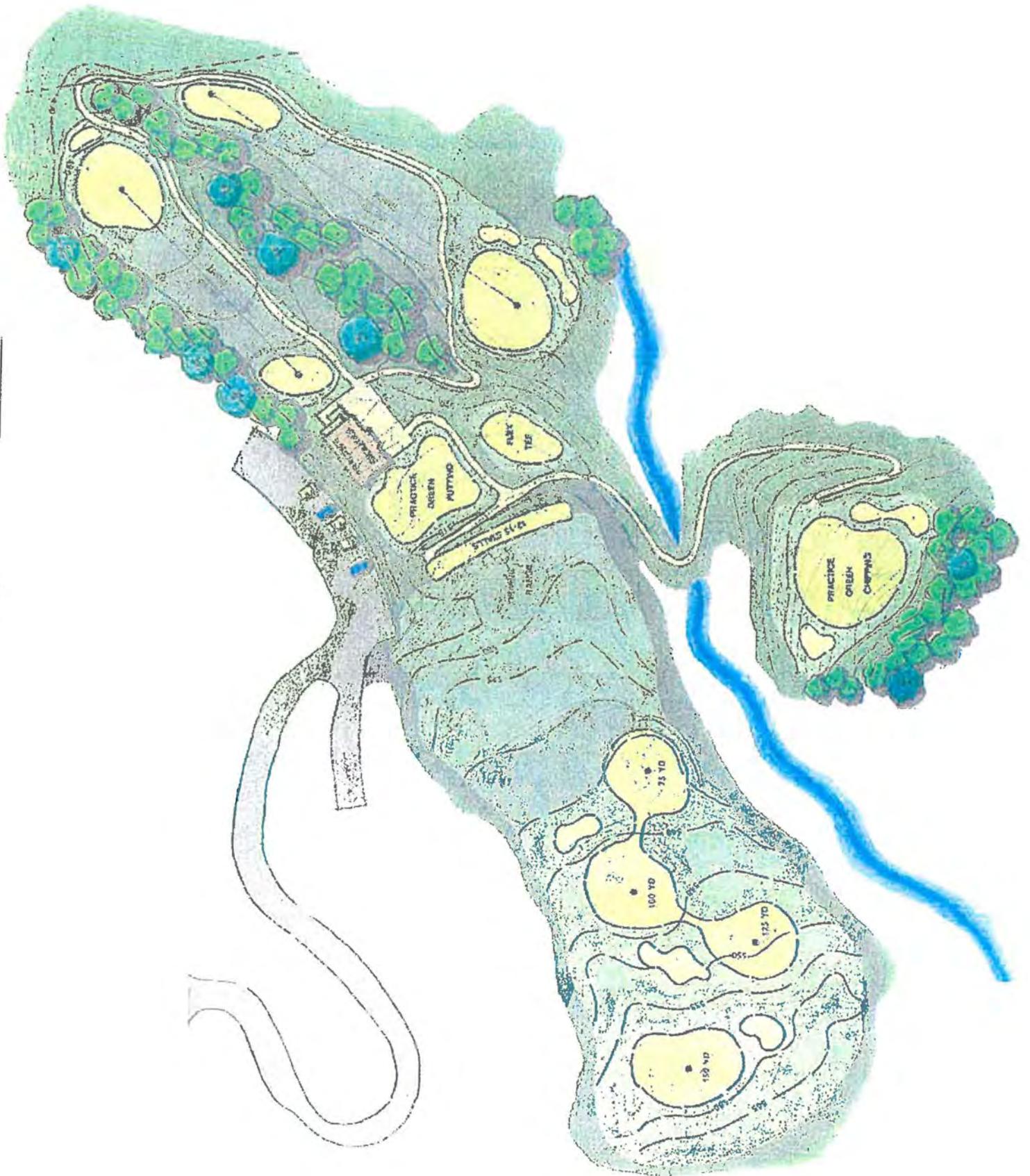
Instructions: 1.) Complete the above; 2.) Provide the appropriate signature of an authorized person/officer authorized to bind the proposer; 3.) Submit one original wet signature with one copy of the original submitted proposal and copies of this letter with the remaining copies of the submitted proposal.

**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: <u>Karen Freire</u>	Phone   <u>(818) 243-6488</u>	Fax No.   <u>(818) 243-8451</u>
CAO: <u>Veronica Salumbides</u>	Phone   <u>(213) 473-7561</u>	Fax No.   <u>(213) 473-7514</u>
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

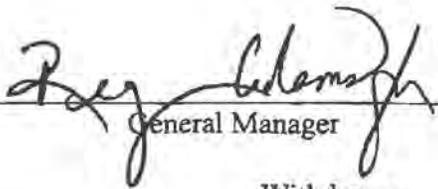
BOARD OF RECREATION  
and PARK COMMISSIONERS

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR - AWARD OF PROFESSIONAL SERVICES  
CONTRACT TO JEFFREY T. BARBER

R. Adams _____	*F. Mok <u>am</u>
H. Fujita _____	K. Regan _____
S. Huntley _____	M. Shull _____
V. Israel _____	

  
\_\_\_\_\_  
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

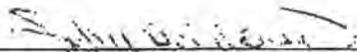
- City employees DO NOT have the expertise to perform the work
- City employees DO have the expertise to perform the work

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. 17-094

DATE April 19, 2017

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AMENDMENT TO PERSONNEL RESOLUTION NO. 10461 – SECTION 1E  
(SUBSTITUTE POSITIONS)

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

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION

Amend Personnel Resolution No. 10461 effective immediately as follows:

Section 1E – Substitute Positions

ADD

<u>No.</u>	<u>Code</u>	<u>Classification &amp; Location</u>
1	2419	Aquatic Director – Aquatics Division

SUMMARY

The Aquatics Division of the Department of Recreation and Parks (RAP) has operated 62 year-round or seasonal swimming pools, Cabrillo Beach, Lake Balboa, and Hansen Dam for many years. RAP was authorized three (3) Aquatic Director positions until Fiscal Year (FY) 2010-11 when an Aquatic Director position was cut from its budget due to the City's fiscal crisis. RAP Management requested an additional Aquatic Director position in RAP's FY 2017-18 budget proposal as it believes this is the appropriate level of supervision needed to ensure the safety of the public who visit our pools and aquatic facilities; but that position, if approved, will not be established until July 1, 2017. Therefore, RAP staff is requesting an additional position of Aquatic Director, Class Code 2419, be established in substitute authority now. This will also provide a more adequate level of supervision in preparation for the opening of seasonal pools this coming summer.

This Report has been reviewed by staff of the Office of the City Administrative Officer.

FISCAL IMPACT STATEMENT

The cost of bringing on an additional Aquatic Director for the remainder of this Fiscal Year is estimated at Fifteen Thousand, Four Hundred Sixty-Four Dollars (\$15,464.00) and will be offset by salary savings.

This Report was prepared by Harold T. Fujita, Director, Human Resources Division.



**BOARD REPORT**

NO. 17-095

DATE April 19, 2017

C.D. 13

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: JUNTOS PARK – SPLASH PAD REFURBISHMENT (PRJ20188) PROJECT;  
ALLOCATION OF QUIMBY FEES

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

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

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

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer Three Hundred Fifteen Thousand, Three Hundred Sixty-Four Dollars (\$315,364.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Juntos Park Account No. 89460K-JU;
2. Approve the allocation of Three Hundred Fifteen Thousand, Three Hundred Sixty-Four Dollars (\$315,364.00) in Quimby Fees from Juntos Park Account No. 89460K-JU for the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project; and,
3. Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Juntos Park is located at 3135 Drew Street, Los Angeles, California 90065 in the Glassell Park community of the City. This 1.64-acre property provides a splash pad, a children's play area, and picnic tables, for the use of the surrounding community. An estimated Five Thousand Seventy-Two (5,072) City residents live within a one-half (1/2) mile walking distance of Juntos Park. Due to the facilities and features, Juntos Park meets the standards for a Neighborhood Park, as defined in the City's Public Recreation Plan.

## BOARD REPORT

PG. 2 NO. 17-095

### PROJECT SCOPE

The scope of the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project (Project) includes the retrofitting the existing children's splash pad water playground with a water recirculation system, the replacement of the above ground spray components, and the replacement of the existing rubberized surface of the splash pad with a concrete surface.

RAP staff had determined that additional funding for the Project will be necessary for the completion of the project.

### PROJECT FUNDING

The Board of Recreation and Park Commissioners (Board) has previously approved the allocation of Fifty-Nine Thousand, Six Hundred Thirty-Six Dollars (\$59,636.00) in Quimby Fees for the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project (Report No. 14-299).

Upon approval of this Report, Three Hundred Fifteen Thousand, Three Hundred Sixty-Four Dollars (\$315,364.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 can be transferred to the Juntos Park Account No. 89460K-JU and allocated to Juntos Park – Splash Pad Refurbishment (PRJ20188) Project.

The total funding available for the Project would be Six Hundred Seventy-Five Thousand Dollars (\$675,000.00).

The Quimby Fees were collected within two (2) miles of Juntos Park, which is the standard distance for the allocation of the Quimby Fees to neighborhood recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

### FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-JU	\$375,000.00	56%
Proposition K	43K/10/10KM12	\$300,000.00	44%
<b>Total</b>		<b>\$675,000.00</b>	<b>100%</b>

### PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project.

Construction of this Project is currently anticipated to begin in May 2017.

### TREES AND SHADE

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

BOARD REPORT

PG. 3 NO. 17-095

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project is a continuation of an existing Project approved on December 10, 2014 (Report No. 14-299) that was determined to be categorically exempted from CEQA [Class 1(32), Class 3(4), and Class 11(6)]. The work funded by the current Board action will not result in any additional environmental impacts, and is therefore covered by the existing CEQA exemption. No additional CEQA documentation is required.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than RAP's General Fund.

The maintenance of the proposed park improvements can be performed by current RAP staff with no overall impact to existing maintenance services.

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



**BOARD REPORT**

NO. 17-096

DATE April 19, 2017

C.D. 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: KEN MALLOY HARBOR REGIONAL PARK (PRJ20285) PROJECT –  
OUTDOOR PARK IMPROVEMENTS - ALLOCATION OF QUIMBY FEES

AP Diaz \_\_\_\_\_

V. Israel \_\_\_\_\_

*for* R. Barajas \_\_\_\_\_

*CSD*

N. Williams \_\_\_\_\_

H. Fujita \_\_\_\_\_

General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to reallocate Six Hundred Thousand Dollars (\$600,000.00) in Quimby Fees, currently allocated to the Ken Malloy Harbor Regional Park – Universal Accessible Playground – Americans with Disabilities Act (ADA) Restroom (PRJ20227) Project, to the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project; and,
2. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

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, swimming pool, multipurpose fields, gold course and children's play areas for the community. Approximately Nine Thousand Five Hundred Seventy-Two (9,572) City residents live within a one-half (1/2) mile walking distance of Ken Malloy Harbor Regional Park. Due to the facilities, features, programs, and services it provides, Ken Malloy Harbor Regional Park meets the standard for a Regional Park, as defined in the City's Public Recreation Plan.

PROJECT SCOPE

The scope of the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project (Project) includes improvements to the existing outdoor park areas, including turf, landscape, irrigation infrastructure, hiking trails, permanent interpretive signage, and restrooms as well as rehabilitation of the existing campground and related improvements (Report No. 09-290). The project was originally proposed to be developed in association with the Machado

BOARD REPORT

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Lake Ecosystem Rehabilitation Project, which is currently funded by Proposition O. The Machado Lake Ecosystem Rehabilitation project (W.O. #EW40022A) is designed to rehabilitate and restore the lake's ecosystem by removing invasive aquatic and riparian vegetation, enhancement of native habitats and wetlands, and improvement of water quality through various stormwater and lake management features to meet the Total Maximum Daily Loads mandated by the Los Angeles Regional Water Quality Control Board.

RAP staff has determined that supplemental funding is necessary in order to complete the Project.

PROJECT FUNDING

Previously, the Board has approved the allocation total of Three Hundred Sixteen Thousand Four Hundred Sixty Dollars and Seventy Five Cents (\$316,460.75) in Quimby fees for the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project (Report Nos. 09-290 and 10-193).

Upon approval of this Report, Six Hundred Thousand Dollars (\$600,000.00) in Quimby Fees, currently allocated to the Ken Malloy Harbor Regional Park – Universal Accessible Playground – Americans with Disabilities Act (ADA) Restroom (PRJ20227) Project, can be reallocated to the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project.

The total amount allocated to the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project will be Nine Hundred Sixteen Thousand Four Hundred Sixty Dollars and Seventy Five Cents (\$916,460.75) in Quimby fees.

These Quimby Fees were collected within ten (10) miles of Ken Malloy Harbor Regional Park, which is the standard distance for the allocation of the Quimby Fees for regional recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-HP	\$916,460.75	100%
<b>Total</b>		\$916,460.75	100%

PROJECT CONSTRUCTION

Staff has determined that sufficient funding has been identified for the construction of the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project.

Construction of the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project began in March 2014.

BOARD REPORT

PG. 3 NO. 17-096

TREES AND SHADE

The approval of the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project will have no impact on existing trees or shade at Ken Malloy Harbor Regional Park, and no new trees or new shade are proposed to be added to Ken Malloy Harbor Regional Park as a part of this project.

As part of the Machado Lake Ecosystem Rehabilitation Project (W.O. #EW40022A) 622 new trees were planted in November and December 2016. See the table below for the tree planting quantities and specifications for the Machado Lake Ecosystem Rehabilitation Project (W.O. #EW40022A).

<b>Botanical Name</b>	<b>Common Name</b>	<b>Size</b>	<b>Quantity</b>
<i>Cercis canadensis</i> 'Forest Pansy'	Purple Leafed Eastern Redbud	24" Box	24
<i>Ginkgo biloba</i> 'Autumn Gold'	Ginkgo	24" Box	35
<i>Robinia pseudoacacia</i> 'Purple Robe'	Purple Robe Locust	24" Box	17
<i>Liriodendron tulipifera</i>	Tulip tree	24" Box	58
<i>Pinus torreyana</i>	Torrey Pine	24" Box	26
<i>Mtrosideros excelsa</i>	New Zealand Christmas Tree	24" Box	13
<i>Tabebuia impetiginosa</i>	Purple Tabebuia	24" Box	104
<i>Quercus virginiana</i>	Southern Live Oak	24" Box	15
<i>Quercus rubra</i>	Northern Red Oak	24" Box	35
<i>Pistacia chinensis</i>	Chinese Pistache	24" Box	25
<i>Zelkova serrata</i> 'Village Green'	Zelkova	24" Box	58
<i>Taxodium mucronatum</i>	Montezuma Cypress	15 GAL	114
<i>Pinus eldarica</i>	Mondell Pine	24" Box	7
<i>Fraxinus oxycarpa</i> 'Raywood'	Raywood Ash	24" Box	26
<i>Salix exigua</i>	Narrow-leaved Willow	15 GAL	20
<i>Salix goodingii</i>	Goodding's Willow	15 GAL	26
<i>Salix lasiolepis</i>	Arroyo Willow	15 GAL	19
		<b>TOTAL</b>	<b>622</b>

ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that the subject project is a continuation of an existing project approved on November 18, 2009 (Board Report No. 09-290) that is exempted from CEQA [Article III, Section 1, Class 1(1,3) and Class 4(3)]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

BOARD REPORT

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The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current RAP staff with minimal impact to existing maintenance service at this facility.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch.

**BOARD REPORT**

NO. 17-097

DATE April 19, 2017

C.D. 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: HAZARD PARK – RESTROOM REPLACEMENT (PRJ21099) PROJECT – ALLOCATION OF ZONE CHANGE FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1, 11d) AND CLASS 11(3), OF THE CITY CEQA GUIDELINES (MINOR ALTERATIONS TO EXISTING FACILITIES, DEMOLITION OF ACCESSORY STRUCTURES AND PLACING OF MINOR STRUCTURES ACCESSORY TO EXISTING FACILITIES)

AP Diaz	_____	V. Israel	_____
<i>fcd</i> R. Barajas	<u>BSD</u>	N. Williams	_____
H. Fujita	_____		

*M. Shuler*  
General Manager

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

RECOMMENDATIONS

1. Approve the scope of the Hazard Park – Restroom Replacement (PRJ21099) Project as described in the Summary of this Report;
2. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to reallocate Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees, currently allocated to the Hazard Park – Building Improvements (PRJ1510A) Project, to the Hazard Park – Restroom Replacement (PRJ21099) Project;
3. Approve the allocation of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees from Hazard Park Account No. 89440K-HZ for the Hazard Park – Restroom Replacement (PRJ21099) Project;
4. Find that the proposed Hazard Park – Restroom Replacement (PRJ21099) 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,

## BOARD REPORT

PG. 2 NO. 17-097

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

### SUMMARY

Hazard Park is located at 2230 Norfolk Street in the Lincoln Heights area of the City. This is a 24.99-acre facility that provides a variety of facilities and programs for the surrounding neighborhood, including youth programs and day camps, exercise and activity programs, basketball courts, children's play areas, ball diamonds, a skate park, and a recreation center. Approximately Eight Thousand, Five Hundred Eighty-Nine (8,589) residents live within a one-half (½) mile walking distance of Hazard Park. Due to the facilities and features it provides, Hazard Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

### PROJECT SCOPE

The Hazard Park – Restroom Replacement (PRJ21099) Project proposes the demolition of an existing restroom on the eastern side (Soto Street) of Hazard Park and the construction of a new restroom building at that same location.

RAP staff estimates these improvements will cost approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

### PROJECT FUNDING

On November 9, 2007, the Board of Recreation and Park Commissioners (Board) approved the allocation of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees for the Hazard Park – Building Improvements (PRJ1510A) Project (Report No. 07-259). The scope of the approved Hazard Park – Building Improvements (PRJ1510A) Project included electrical, Heating Ventilation Air Conditioning (HVAC), and fire life safety system renovations.

On September 17, 2008, the Board authorized RAP to execute Contract No. 3278, an Agreement between RAP and Community Partners, for the Improvement and Shared Use of Hazard Park Armory for the Purpose of Recreational Programs (Report No. 08-268). On December 11, 2013, the Board approved the assignment of Contract No. 3278 from Community Partners to Legacy LA (Report No. 13-303). Pursuant to Contract No. 3278, Legacy LA is responsible, at their sole expense, for alterations and improvements to the Hazard Park Armory. RAP staff is recommending that the unexpended Zone Change funding currently allocated to the Hazard Park – Building Improvements (PRJ1510A) Project be reallocated to the Hazard Park – Restroom Replacement (PRJ21099) Project.

Upon approval of this Report, Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees, currently allocated to the Hazard Park – Building Improvements (PRJ1510A) Project, can be reallocated to the Hazard Park – Restroom Replacement (PRJ21099) Project.

BOARD REPORT

PG. 3 NO. 17-097

The total funding available for the Hazard Park – Restroom Replacement (PRJ21099) Project would be Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

These Zone Change Fees were collected within five miles of Hazard Park, which is the standard distance for the allocation of the Quimby Fees to community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Zone Change Fee	302/89/89440K-HZ	\$225,000.00	100%
<b>Total</b>		\$225,000.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Hazard Park – Restroom Replacement (PRJ21099) Project.

Construction of the Hazard Park – Restroom Replacement (PRJ21099) Project is currently anticipated to begin in May 2017.

TREES AND SHADE

The approval of the Hazard Park – Restroom Replacement (PRJ21099) Project will have no impact on existing trees or shade at Hazard Park. No new trees or new shade are proposed to be added to Hazard Park as a part of the Hazard Park – Restroom Replacement (PRJ21099) Project.

ENVIRONMENTAL IMPACT STATEMENT

The proposed the Hazard Park – Restroom Replacement (PRJ21099) Project will consist of modifications to existing park facilities involving negligible or no expansion of use, of demolition of accessory structures and modifications to existing park facilities involving placement of new accessory structures. Therefore, RAP staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1, 11d) 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 RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than RAP's General Fund.

BOARD REPORT

PG. 4 NO. 17-097

The maintenance of the proposed park improvements can be performed by current RAP staff with no overall impact to existing maintenance services.

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

**BOARD REPORT**

NO. 17-098

DATE April 19, 2017

C.D. 11

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: VENICE BEACH ROSE AVENUE RESTROOM – DEMOLITION AND REPLACEMENT (PRJ20882) (W.O. #E170182F) PROJECT – APPROVAL OF FINAL PLANS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(11d), CLASS 3(4) AND CLASS 11(3) OF THE CITY CEQA GUIDELINES (DEMOLITION AND REMOVAL OF ACCESSORY STRUCTURES, INSTALLATION OF NEW EQUIPMENT REQUIRED FOR HEALTH AND PUBLIC CONVENIENCE AND CONSTRUCTION OF MINOR STRUCTURES ACCESSORY TO EXISTING FACILITIES)

AP Diaz

V. Israel

*for* \*R. Barajas

N. Williams

H. Fujita

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve final plans and specifications, herein included as Attachment 1, for the Venice Beach Rose Avenue Restroom – Demolition and Replacement (PRJ20882) (W.O. #E170182F) Project (Project);
2. Find that the Project is categorically exempt from California Environmental Quality Act (CEQA),
3. Direct Department of Recreation and Parks (RAP) staff to file the Notice of Exemption within (5) five working days of Project approval; and,
4. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption.

BOARD REPORT

PG. 2 NO. 17-098

SUMMARY

The Venice Beach Rose Avenue Restroom is located at 120 Ocean Front Walk, Venice, California, 90291, in the Eleventh Council District. The existing restroom facility serves Venice Beach, a world renowned tourist attraction, which is visited by tens of thousands of visitors each year, including residents, beach users and tourists from all over the world. The restrooms are located directly along the Venice Beach boardwalk area. It has seven toilet stalls in a circular configuration with several heavily used outdoor sinks. The pump and plumbing system is outdated and very costly to maintain. This facility has been breaking down frequently, (approximately five times a year), due to overuse, misuse, and system failure. Port-a-Potties have been rented and placed nearby to ensure the public health needs for sanitary conditions.

The Project submitted for approval herein consists of demolishing this failing and outdated restroom facility at Venice Beach and replacing it with a modern, well-designed facility. The new facility will consist of ten (10) unisex toilets individually accessible, six of which are Americans with Disabilities Act (ADA) compliant, a "Gull Wing" roof, a plaza, two exterior showers, four lavatories with two (2) faucets each, and a one drinking fountain. Other features have been incorporated utilizing materials which are resistant to salt water corrosion and vandalism: a zinc roof, aluminum soffit, stainless steel toilet fixtures, fiber reinforced plastic doors and frames, and concrete block walls with anti-graffiti coating. This is a Proposition K – L.A. for Kid's Program 8<sup>th</sup> Cycle Competitive Grant project.

As required by Proposition K, three (3) Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted on December 12, 2013; May 1, 2014; and January 22, 2015; respectively, with substantial attendance and participation from the community. An internal design competition was held within the Department of Public Works, Bureau of Engineering (BOE) to identify potential alternate restroom conceptual design options. Of the three (3) options presented, the LVNOC chose the "Gull Wing" design, which has been incorporated into the proposed bid documents. Also, at the request of the Eleventh Council District (CD 11) Office, the Project was presented at the Venice Neighborhood Council. The LVNOC, the Venice Neighborhood Council, and CD 11 Office are in full support of the Project.

BOE Architectural Division prepared the plans and specifications, and obtained all of the necessary approvals for the Project, including Coastal Commission approval. BOE will also be providing the construction management services on the construction of this Project. The City Engineer's estimate for the construction work is One Million, One Hundred Thousand Dollars (\$1,100,000.00).

Funding for this Project is available from the following funds and accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>
Proposition K - Year 17	43K/10/10KM22
Proposition K - Year 18	43K/10/10LM22
Quimby	302/89/89460K-VE

## BOARD REPORT

PG. 3 NO. 17-098

### TREES AND SHADE

There is an existing Palm Tree Grove at the north border of this Project that will not be impacted. No new trees are planned for this Project.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project involves demolition and removal of small accessory structures, installation of new equipment required for health and public convenience involving negligible or no expansion of use and construction of minor structures accessory to existing facilities. Therefore, Staff recommends that the Board determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (11)(d), Class 3 (4) and Class 11 (3) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

There is no immediate fiscal impact to RAP's General Fund. However, based on the final shortfall amount, Quimby or other funds will have to be identified and expended to cover the shortfall. This may reduce funding which could have been used for other projects at this or nearby facilities.

The assessments of the future operations and maintenance costs have yet to be determined and will be addressed in future budget requests.

This Report was prepared by Richard Campbell, 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 ATTACHMENTS:

1. Venice Beach/Rose Avenue Restroom Replacement (W.O. #E170182F) Project plans and specifications

BUREAU OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS  
CITY OF LOS ANGELES

**VENICE BEACH ROSE AVENUE RESTROOM REPLACEMENT**  
210 OCEAN FRONT WALK LOS ANGELES, CALIF 90291



**CLIENT: DEPARTMENT OF RECREATION AND PARKS**  
MICHAEL A. SHELL  
GENERAL MANAGER  
221 NORTH FIGUEROA ST., SUITE 1500  
LOS ANGELES, CA 90015

**PROJECT MANAGEMENT:**  
**PROPOSITION - K**  
NEIL DRUCKER  
PROGRAM MANAGER  
1149 SOUTH BROADWAY ST., SUITE 800  
LOS ANGELES, CA 90015  
HOWARD R. CAMPBELL  
PROJECT MANAGER

**CONSTRUCTION MANAGEMENT:**  
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GROUP MANAGER  
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LOS ANGELES, CA 90015  
CONTACT: MARI  
CONSTRUCTION MANAGER

**ISSUED AND AWARDED:**  
**QUALITY AND STANDARDS GROUP**  
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PROGRAM MANAGER  
1149 S. BROADWAY ST., 1ST FLOOR  
LOS ANGELES, CA 90015  
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GROUP MANAGER

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**ARCHITECTURAL DIVISION**  
SHARON KAMINSKI, AIA  
PRINCIPAL ARCHITECT  
1149 S. BROADWAY ST., SUITE 800  
LOS ANGELES, CA 90015  
CONTACT: ROBERT LOEWEN  
ARCHITECT

**PROJECT TEAM**

**JOHN BABEL**  
PROJECT ARCHITECT  
**SARO DERBARQAN, P.E.**  
ELECTRICAL ENGINEER  
**SHARVISH GHANTWALA**  
ELECTRICAL ENGINEER  
**SHARVISH FARZAN, P.E.**  
MECHANICAL ENGINEER  
**RAYMOND HANG, P.E.**  
MECHANICAL ENGINEER  
**NABER RAZZOOR**  
STRUCTURAL ENGINEER  
**JANE ADRIAN**  
LANDSCAPE ARCHITECT

**SURVEY:**  
**SURVEY DIVISION**  
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CHIEF SURVEYOR  
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LOS ANGELES, CA 90012

**GEOTECHNICAL:**  
**GEOTECHNICAL ENGINEERING DIVISION**  
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GROUP MANAGER  
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LOS ANGELES, CA 90015

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**ENVIRONMENTAL GROUP**  
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GROUP MANAGER  
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LOS ANGELES, CA 90015  
NORMAN BUNNY  
ENVIRONMENTAL SPECIALIST



**BUREAU OF ENGINEERING**

**ENGINEERING**

CITY OF LOS ANGELES

PROJECT NO. MF 300450

DATE

REVISION DESCRIPTION

NO.

DATE

BY

PROJECT TITLE: COVER SHEET

PROJECT: VENICE BEACH ROSE AVENUE RESTROOM REPLACEMENT

ADDRESS: 210 OCEAN FRONT WALK, VENICE BEACH, LOS ANGELES, 90291

WORK ORDER NO. E170182A

PEAR FILE NO.

DRAWING NO. G001

SHEET 01 OF 72

PROJECT STATUS

CITY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

GARY LEE MOORE, PE, ENV. S.P.

ACCREDITED

08/02/2017

09/22/2017

Amy Lee Moore

08/02/2017

09/22/2017

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PLT TEMPLATE REVISION DATE: 9/20/14

PRINT DATE: 9/20/17





















ABBREVIATIONS

Table of abbreviations for architectural and engineering terms, organized in columns. Includes terms like ABOVE, ACCESS PANEL, ADHESIVE, ALUMINUM, AMERICAN INSTITUTE OF STEEL CONSTRUCTION, etc.

MATERIALS KEY

Materials key table showing patterns and symbols for various materials. Includes categories like PARTITION, CONCRETE, METAL, GLASS, and FINISH. Each entry includes a patterned box and the material name.

SYMBOL KEY

Symbol key table defining symbols for view names, elevations, and sections. Includes symbols for DETAIL NUMBER, SECTION NUMBER, and various elevation types like EXTERIOR ELEVATION and INTERIOR ELEVATION.

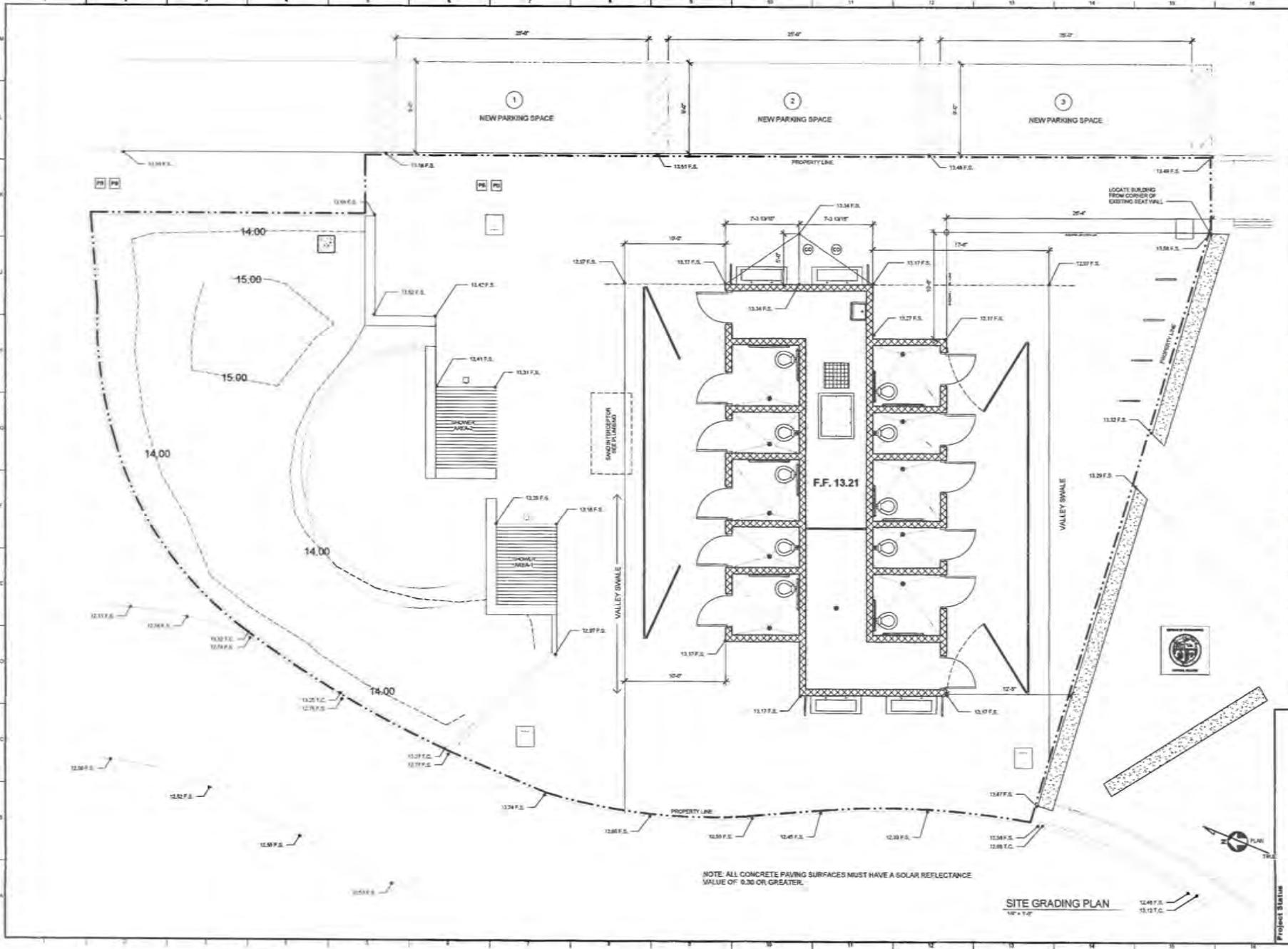
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VERTICAL SCALE: 1/8" = 1'-0"
HORIZONTAL SCALE: 1/4" = 1'-0"
SHEET DATE: 10/20/11

Project 3 status and drawing information: Project 3 status, Drawing No. E17012A, Sheet 23 of 72.

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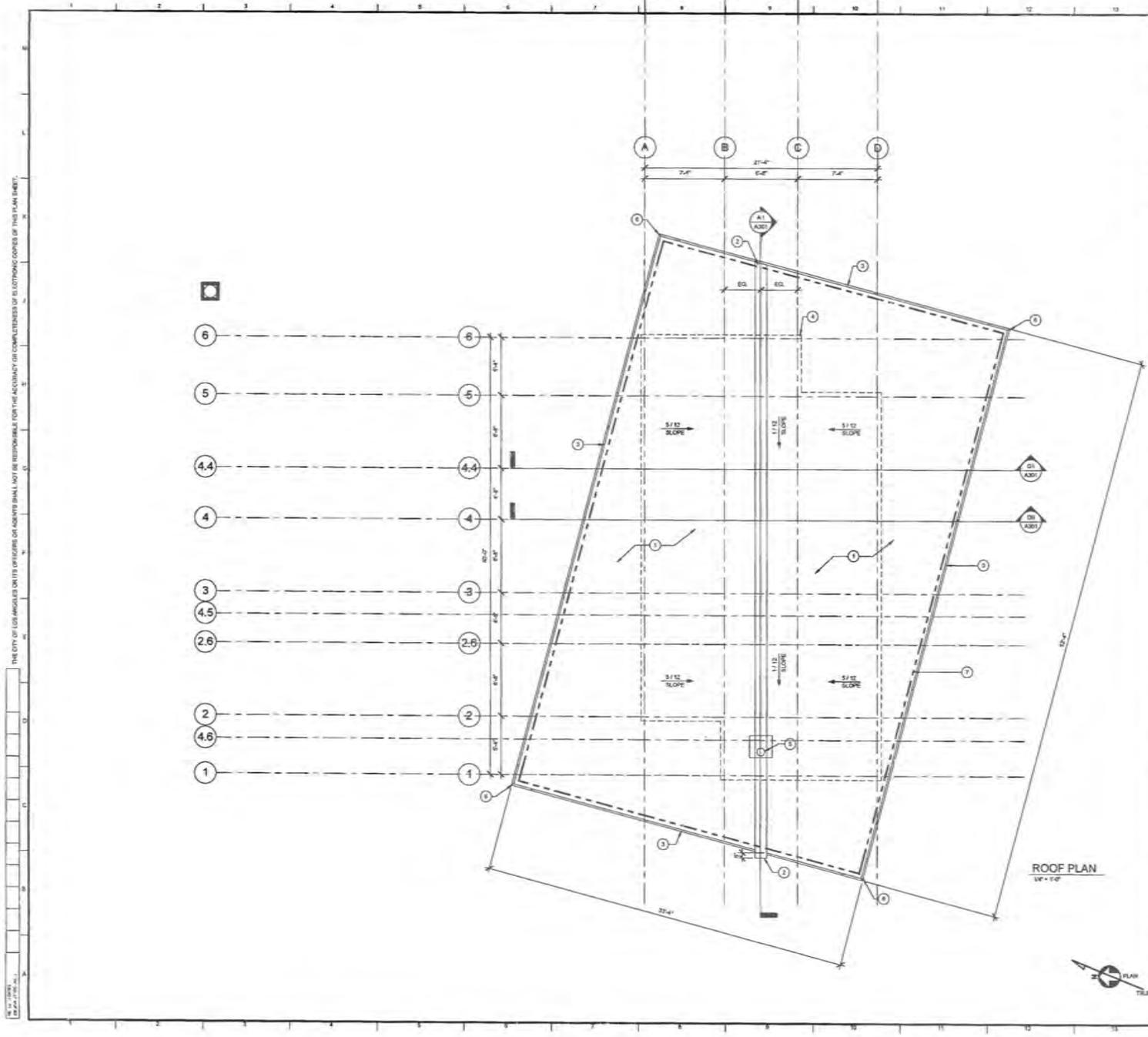


NOTE: ALL CONCRETE PAVING SURFACES MUST HAVE A SOLAR REFLECTANCE VALUE OF 0.35 OR GREATER.

SITE GRADING PLAN  
1/4" = 1'-0"

<b>GARY LEE MOORE, P.E., ENV. SP.</b> ARCHITECT: ROBERT LONELI DESIGNED BY: JOHN MARTEL DRAWN BY: JOHN MARTEL CHECKED BY: ROBERT LONELI APPROVED BY: LAMARCO HANNAZATI, M.A., ARCHITECT	
<b>DEPARTMENT OF PUBLIC WORKS</b> CITY ENGINEER LIC. NO. 2333	
<b>CITY OF LOS ANGELES</b> DISTRICT 11 PROJECT: VENEZUELA BEACH ROSE AVENUE RESTROOM ADDRESS: 210 OCEAN FRONT WALK, VENEZUELA BEACH, LOS ANGELES, 90231	
PROJECT STATUS: <b>A101.1</b> SHEET 25 OF 72	

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ROOF PLAN  
 1/4" = 1'-0"

- KEYNOTES**
- ① RHEINZINK STANDING SEAM METAL ROOFING PER MANUFACTURERS RECOMMENDED INSTALLATION INSTRUCTIONS
  - ② 2MGA 318 STAINLESS STEEL VALLEY FLASHING AND GUTTER
  - ③ PEAK FLASHING w/ ELECTRIC BIRD DETERRENT @ FLASHING PERIMETER
  - ④ BUILDING OUTLINE BELOW
  - ⑤ ROOF DRAIN, SEE SECTION DETAIL
  - ⑥ OUTSIDE CORNER FLASHING (RHEINZINK)
  - ⑦ BIRD BARRIER ELECTRIC BIRD DETERRENT (BIRD BARRIER, BIRD SHOCK).



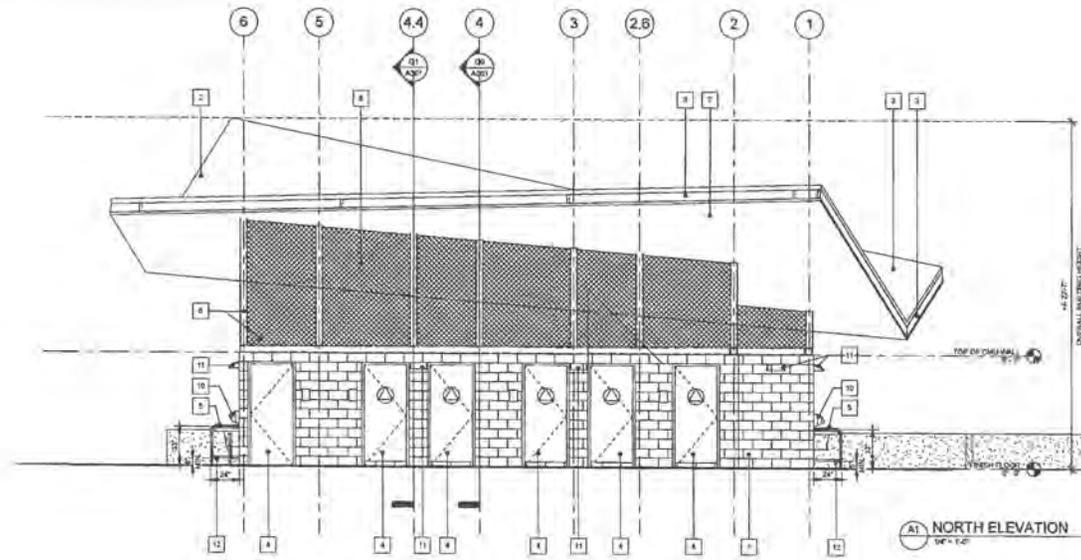
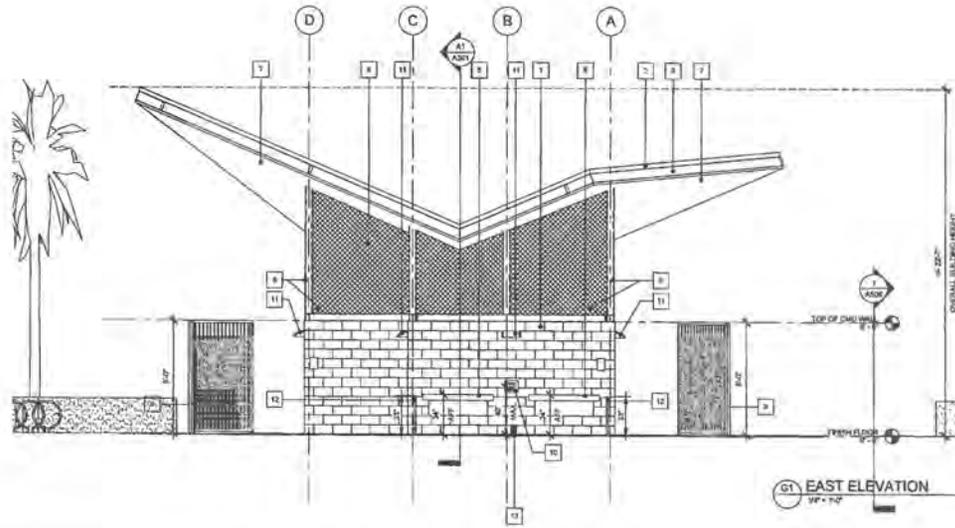
**PROJECT STATUS**

**CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 GARY LEE MOORE, P.E., ENV SP CITY ENGINEER  
 ARCHITECT: ROBERT LONELY  
 DESIGNED BY: APPIAMBA  
 DRAWN BY: APPIAMBA, LAMAR VEE  
 CHECKED BY: ROBERT LONELY  
 APPROVED BY: MAHMOUD SAMRAZEL, ALI WIKIKEL, ARGENT

**CLIENT:** DEPARTMENT OF REGISTRATION AND PLAN  
 LINDSEY BUCKLEY, 3135  
**PROJECT:** VENICE BEACH ROSE AVENUE RESTROOM REPLACEMENT  
**ADDRESS:** 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES 90701

**WORK ORDER NO.:** E170182A  
**FORFEIT NO.:**  
**DRAWING NO.:**  
**SHEET:** 27 **OF:** 72

**ENGINEERING**  
 CITY OF LOS ANGELES  
 BOARD NO. MF 3004450



**KEYNOTES**

- 1 CMU WALL
- 2 STANDING SEAM ROOF (BY RHEINZNR)
- 3 FLASHING FASCIA, SEE ROOFING DETAILS
- 4 FIBERGLASS DOOR AND FRAME, SEE DOOR SCHEDULE
- 5 WALL-MOUNTED LAVATORY (TRUEFORM CONCRETE SINK)
- 6 STRUCTURAL POST & BEAM, SEE STRUCTURAL DWG
- 7 METAL SOFFIT PANEL (PAC-CLAD, D46 ALUM SOFFIT)
- 8 DECORATIVE WALL SCREEN (AREA OF HATCH) BOK METAL (AVON) CS SCREENS
- 9 STAINLESS STEEL SECURITY FENCE W BOLT LOCK SWING GATE
- 10 WALL-MOUNTED HAND DRYER, SEE ELECT. DWGS
- 11 WALL-MOUNTED LIGHT FIXTURE, SEE ELECT. DWGS
- 12 ADA 316 STAINLESS STEEL POLISHED BARRIER PIPE RAIL
- 13 4" WIDE x 8" HIGH CMU OPENING AS PER FLOOD CONTROL REQUIREMENTS, PROVIDE WIRE MESH SCREEN OVER OPENING, SEE DETAIL J1/A01

**FLOOD NOTES:**

- 1. MINIMUM FLOOD VENT AREA REQUIRED 165 SQUARE INCHES.
- 2. BOTTOM OF VENTS SHALL NOT BE HIGHER THAN 12" MAXIMUM ABOVE ADJACENT GRADE.
- 3. ALL MECH. AND ELEC. EQUIPMENT INCLUDING DUCTS, SWITCHES ARE TO BE ABOVE MINIMUM LOWEST FINISH LEVEL.
- 4. SURVEYOR TO VERIFY ELEVATION DURING FOUNDATION FORMWORK.
- 5. AT COMPLETION OF CONSTRUCTION ELEVATION (E.C.) CERTIFICATE SIGNED BY INSPECTOR IS REQUIRED.

**LEGEND**

- [Symbol] STORAGE SEE STORAGE/MECHANICAL DETAILS ON SHEET A01

**REPAIRMENT OF PUBLIC WORKS**

**GARY LEE MOORE, PE, ENV SP** CITY ENGINEER

ARCHITECTURAL DIVISION  
 1200 N. GULF BLVD., SUITE 1000  
 LOS ANGELES, CA 90012  
 TEL: (213) 473-3100 FAX: (213) 473-3101

DESIGNED BY: JOHN MARTEL  
 DRAWN BY: JOHN MARTEL  
 CHECKED BY: ROBERT DANIEL  
 APPROVED BY: MARCO ANTONIO, NA, PERSONAL ARCHITECT

**CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM  
 REPAIR BACKYARD  
 ADDRESS: 210 OCEAN FRONT WALK VEHICLE BEACH  
 LOS ANGELES, 90021

PROJECT NO: E170102A  
 SHEET NO: 29 OF 72

DATE: 11/11/14

SCALE: AS SHOWN

PROJECT DESCRIPTION: REPAIRMENT OF PUBLIC WORKS

DATE: 11/11/14

SCALE: AS SHOWN

PROJECT NO: MF-300450

DATE: 11/11/14

SCALE: AS SHOWN

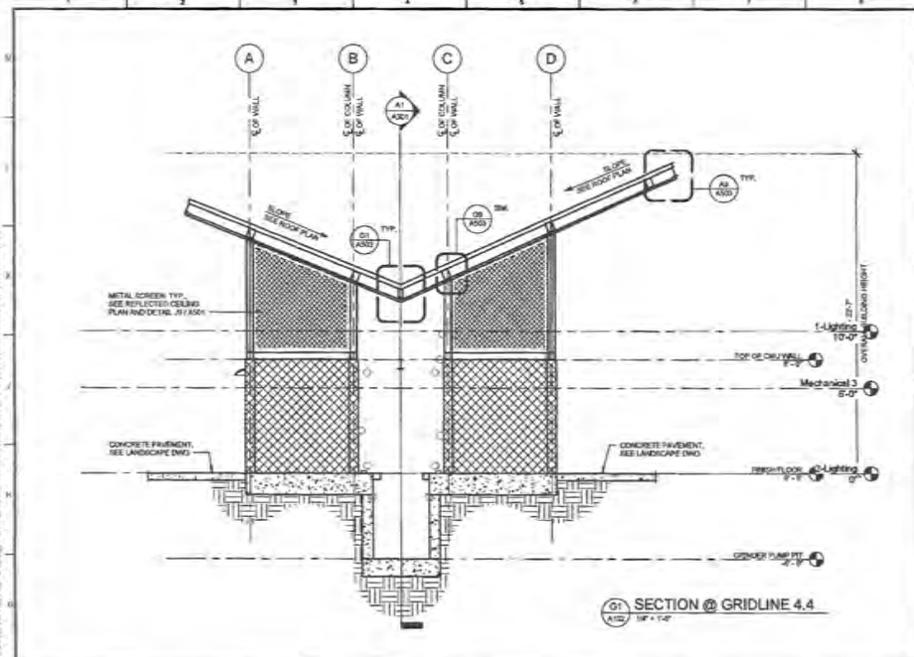
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DATE: 11/11/14

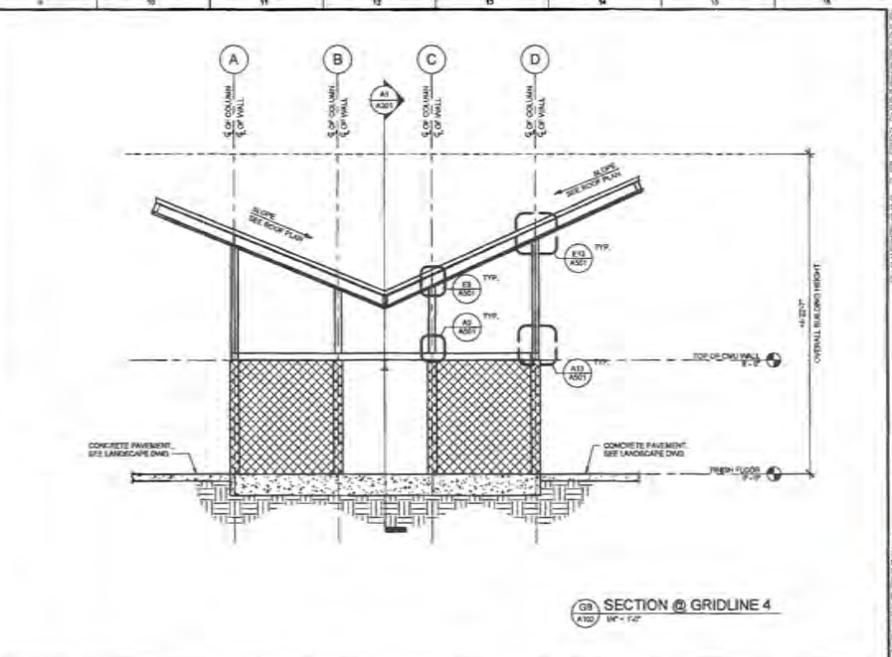
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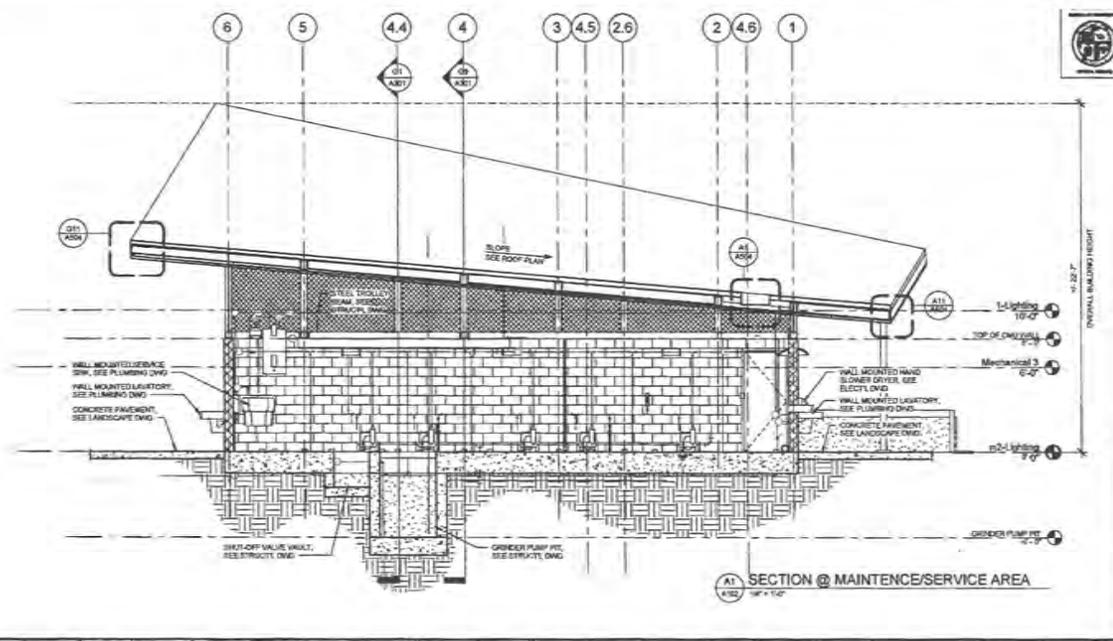
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01 SECTION @ GRIDLINE 4.4  
1/8" = 1'-0"



01 SECTION @ GRIDLINE 4  
1/8" = 1'-0"



01 SECTION @ MAINTENANCE/SERVICE AREA  
1/8" = 1'-0"

**CITY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**  
**OFFICE OF THE CITY ENGINEER**

**PROJECT:** VENEZUELA BEACH ROSS AVENUE RESTROOM  
**PROJECT:** NEW RESTROOM  
**ADDRESS:** 210 OCEAN FRONT WALK, VENEZUELA BEACH, LOS ANGELES, 90271

**DESIGNED BY:** JOHNNY MOORE  
**DRAWN BY:** JOHN MOORE  
**CHECKED BY:** ROBERT LOBLIN  
**APPROVED BY:** MARKWOOD SAMUELS, JR., PRINCIPAL ARCHITECT

**DATE:** 10.15.2010  
**SCALE:** AS SHOWN

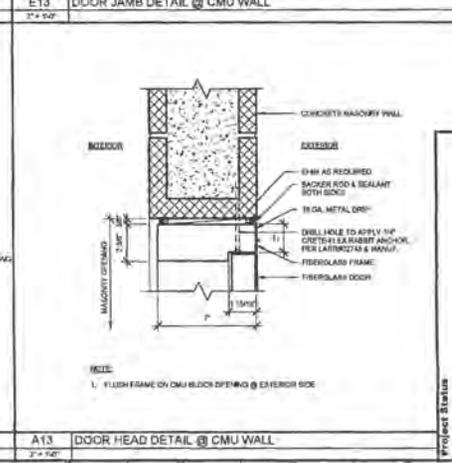
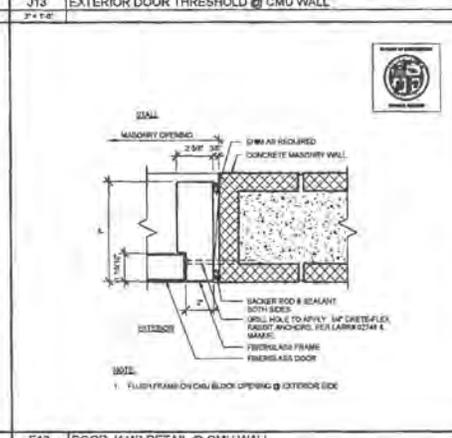
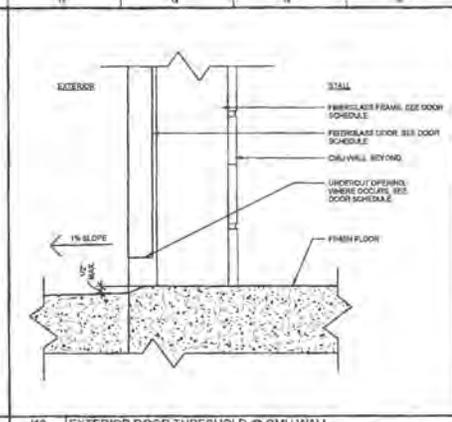
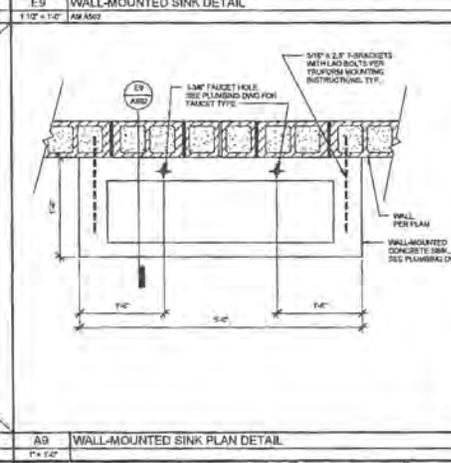
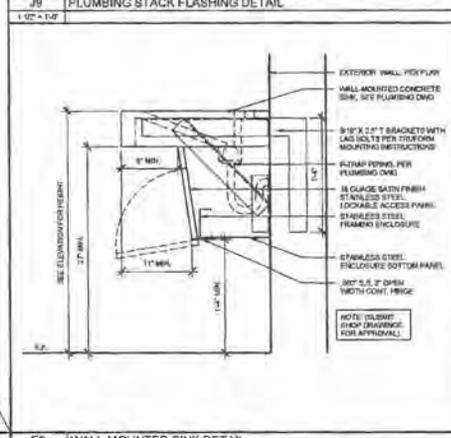
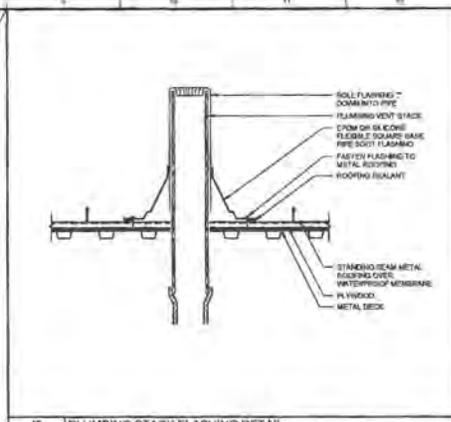
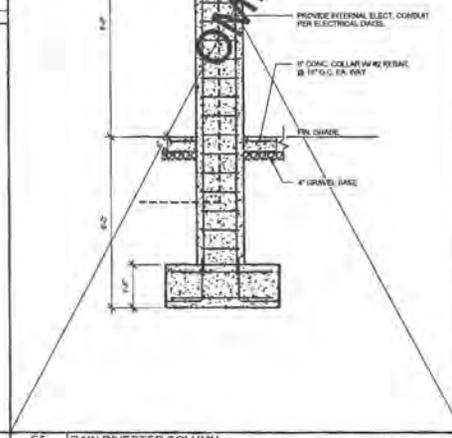
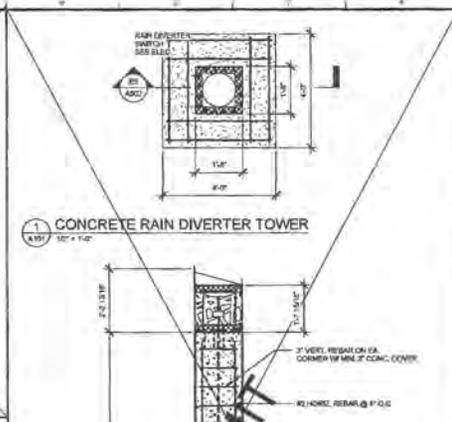
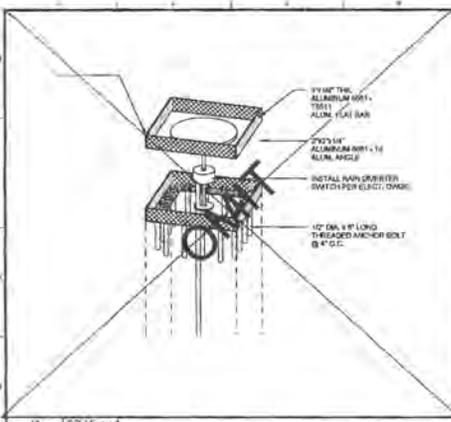
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**DATE:** 10/15/10  
**PROJECT:** VENEZUELA BEACH ROSS AVENUE RESTROOM  
**PROJECT NO.:** E170182A  
**DATE:** 10/15/10  
**PROJECT:** VENEZUELA BEACH ROSS AVENUE RESTROOM  
**PROJECT NO.:** E170182A  
**DATE:** 10/15/10

**PROJECT NO.:** MF 300450  
**DATE:** 10/15/10

**PROJECT NO.:** MF 300450  
**DATE:** 10/15/10

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 USER: jmoore

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**CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION

**GARY LEE MOORE, PE, ENV SP** CITY ENGINEER  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 7383

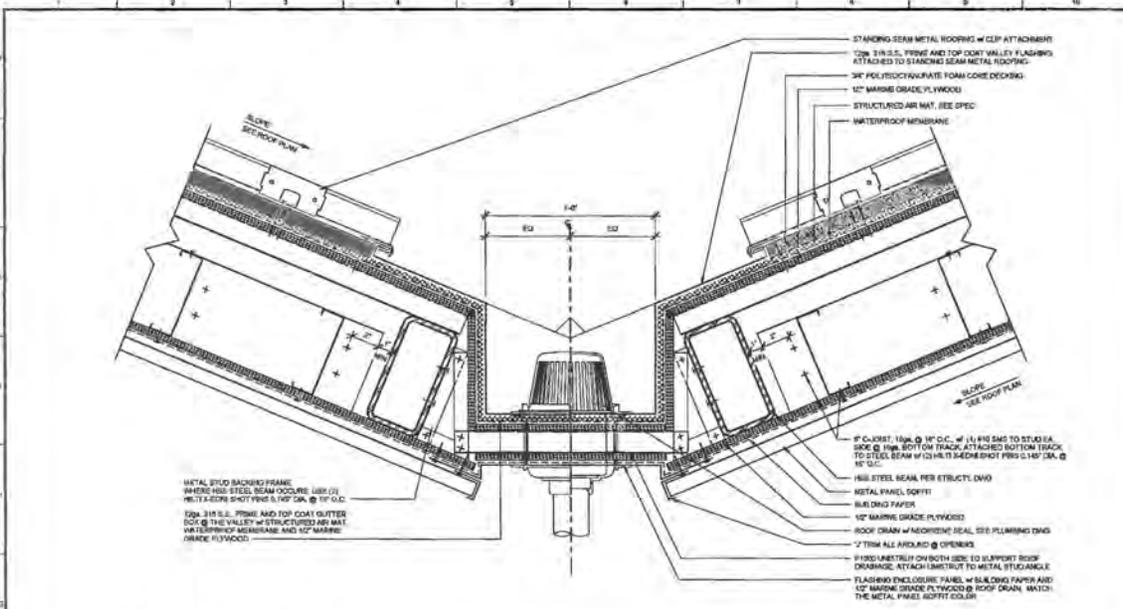
DESIGNED BY: JOHN MARTEL  
 DRAWN BY: JOHN MARTEL, MARCUS YEE  
 CHECKED BY: ROBERT LINDEN  
 APPROVED BY: MARCOO KAMRASHI, MA, PRINCIPAL ARCHITECT

**PROJECT:** VEHICLE BEACH HOSE AVENUE RESTROOM REPLACEMENT  
**LOCATION:** VEHICLE BEACH, LOS ANGELES, 90028

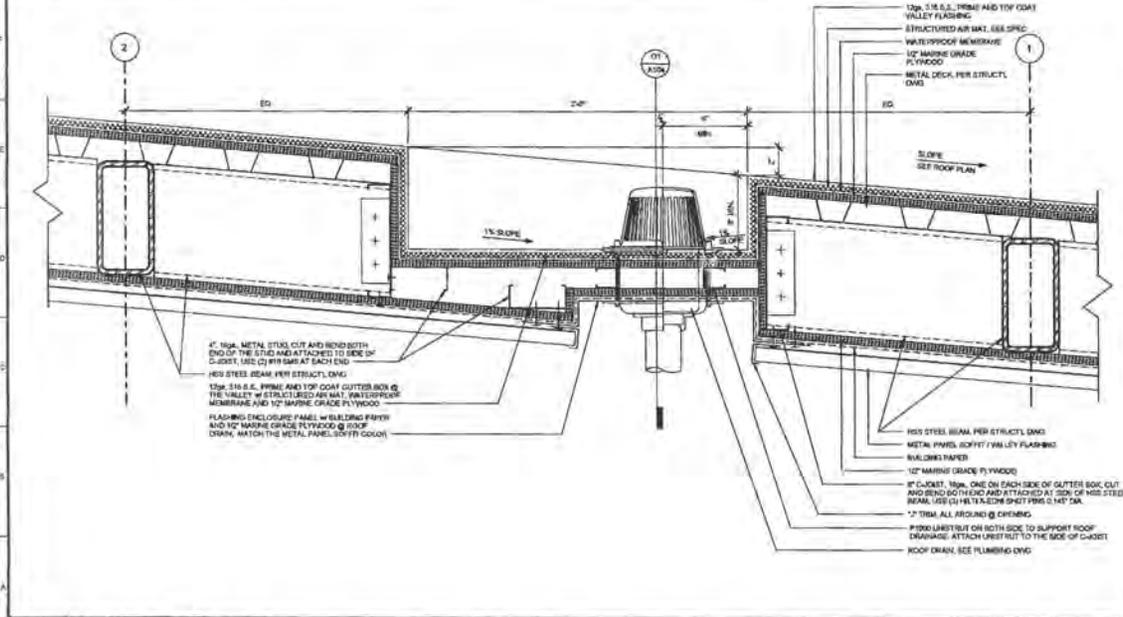
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**DRAWING NO.:** A502  
 SHEET 33 OF 74

**DATE:** 11/11/2024

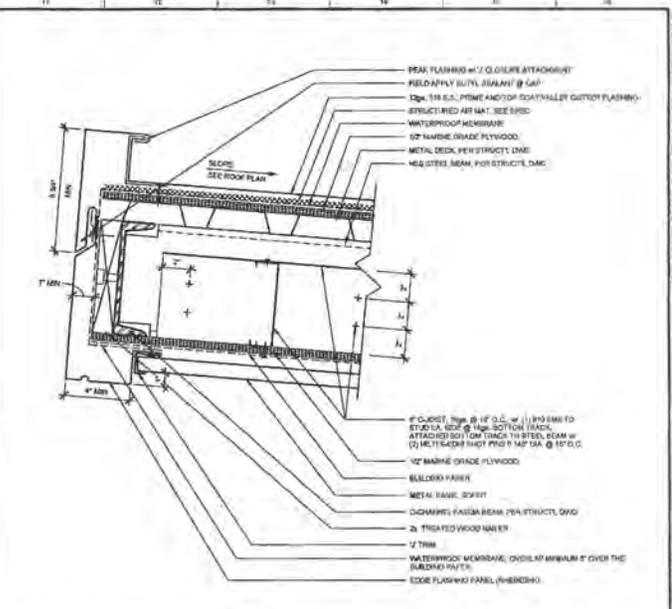
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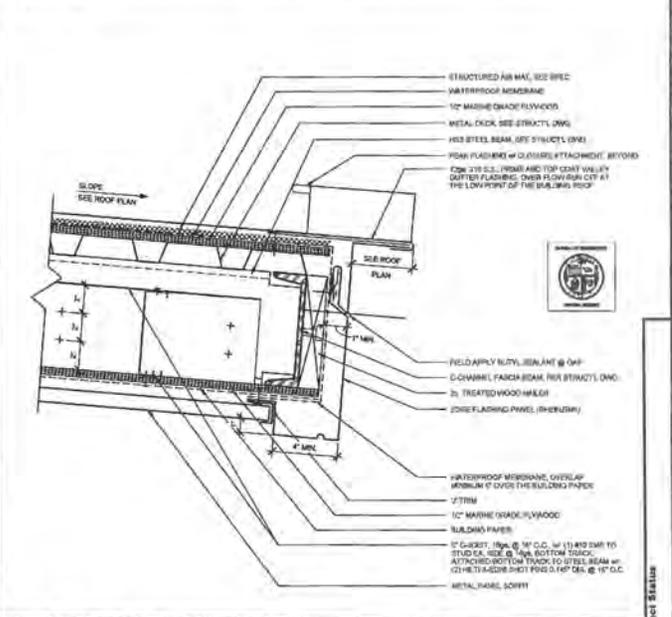
G1 ROOF DRAIN GUTTER BOX @ VALLEY DETAIL  
 1" x 1/4" A1A1A1



A1 ROOF DRAIN GUTTER BOX DETAIL  
 1" x 1/4" A1A1A1



G11 ROOF EDGE GUTTER (HIGH POINT) DETAIL  
 1" x 1/4" A1A1A1



A11 ROOF EDGE GUTTER (LOW POINT) DETAIL  
 1" x 1/4" A1A1A1

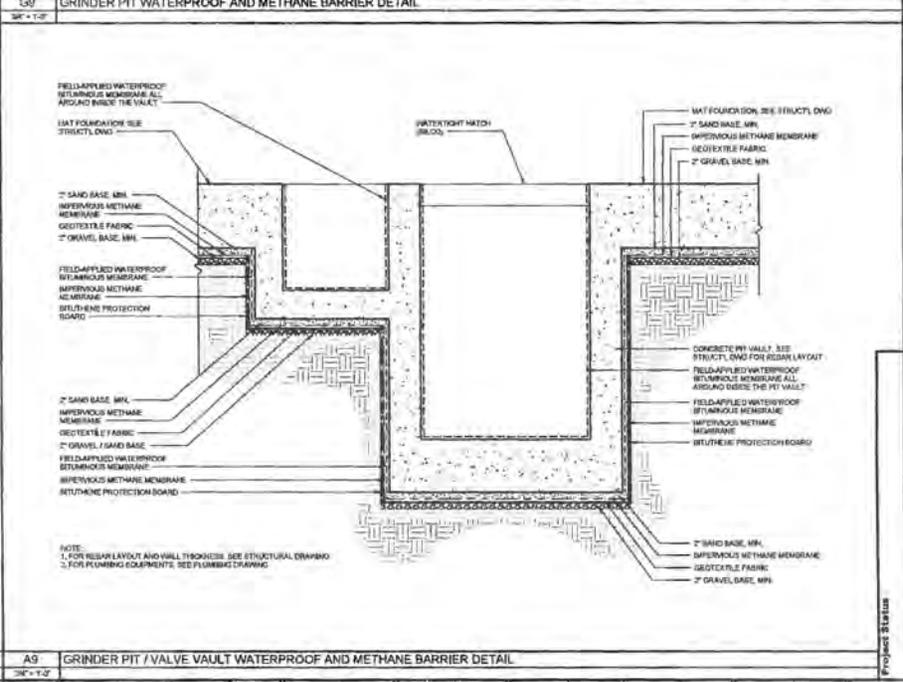
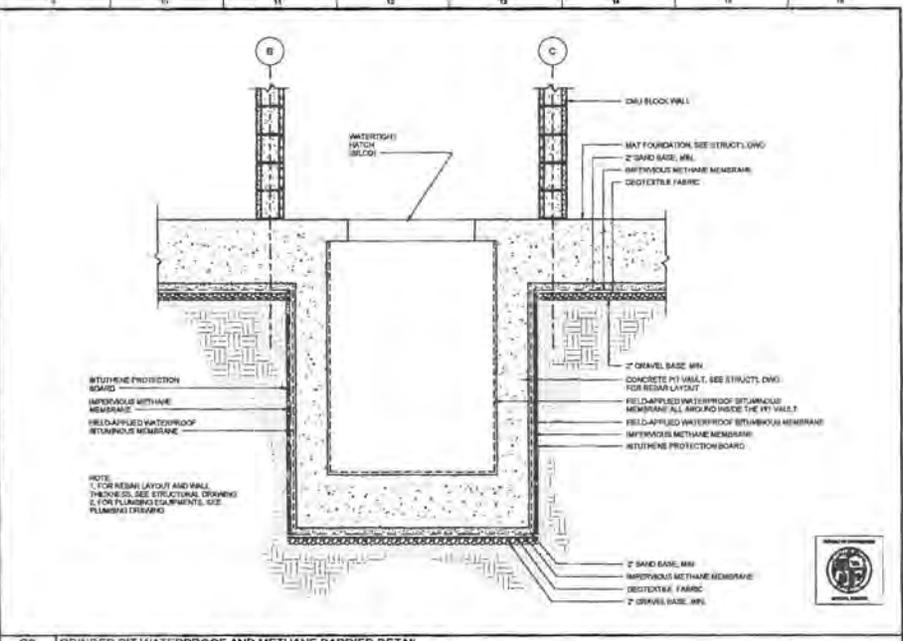
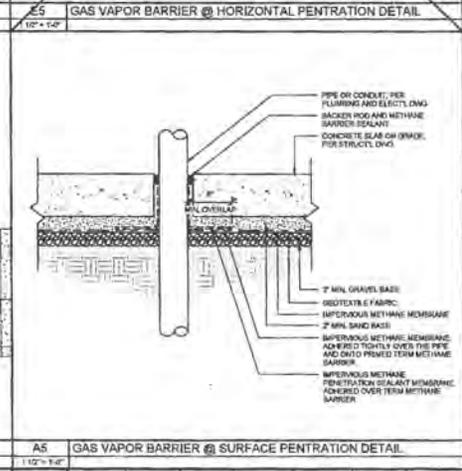
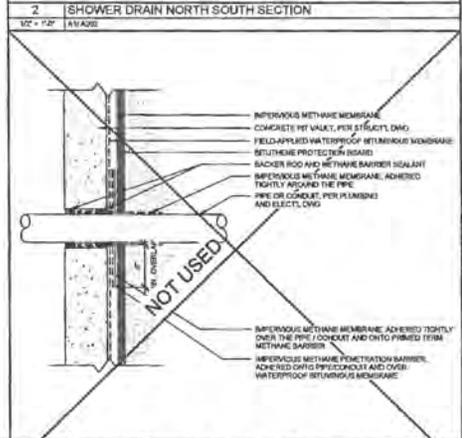
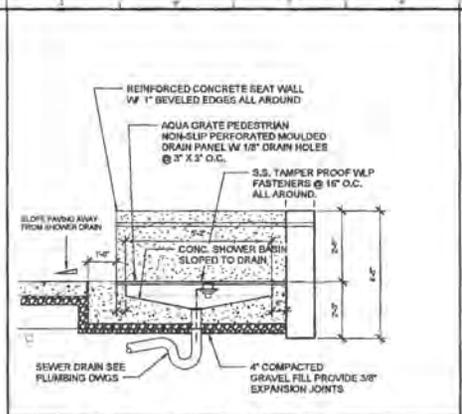
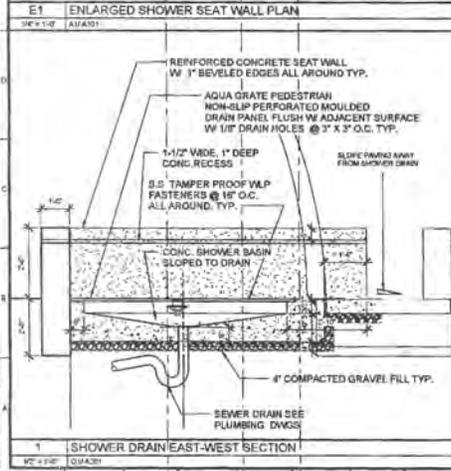
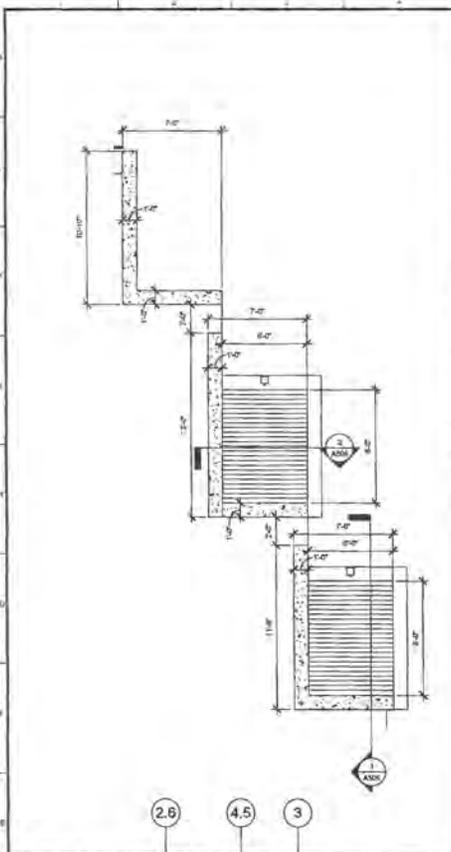
**CITY OF LOS ANGELES**  
 DEPARTMENT OF REGISTRATION AND RECORDS  
 GARY LEE MOORE, P.E., ENV. SP. CITY ENGINEER  
 ARCHITECT: ROBERT LAMBLE, ARCHITECTURAL DESIGN  
 DESIGNER BY: JOHN MARRAS, ARCHITECT  
 CHECKED BY: ROBERT LAMBLE, ARCHITECT  
 APPROVED BY: MANABODI MANABODI, ARCHITECT

**ENGINEERING**  
 111 1/2' LOS ANGELES  
 BUILDING NO. MF 3004450

**CITY OF LOS ANGELES**  
 DEPARTMENT OF REGISTRATION AND RECORDS  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM  
 SHEET TITLE: ROOF DETAILS  
 SHEET NO. 35 OF 72  
 DATE: 11/15/2024

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**BUREAU OF ENGINEERING**

**GARY LEE MOORE, P.E., ENV. SP.**  
 ARCHITECTURAL DIVISION  
 PROJECT: GRINDER PUMP VAULT WATERPROOFING & MISC DETAILS  
 DRAWN BY: JOHN LAMBE  
 CHECKED BY: JOHN LAMBE / NANCY SEITZ  
 APPROVED BY: MARCOLO GARDUCCI, AIA, PRINCIPAL ARCHITECT

**CITY OF LOS ANGELES**  
 DEPARTMENT OF INDUSTRIAL AND DOMESTIC WATER SUPPLY  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM REPLACEMENT  
 LOCATION: PIT WALK, VEHICLE BEACH, LOS ANGELES, 90024

DATE: 07/15/2023  
 SHEET NO: 37 OF 72  
 DRAWING NO: A506



**GENERAL:**

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE FOLLOWING CODES.
  - CITY OF LOS ANGELES BUILDING CODE 2014 EDITION.
  - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "SSPWC", ADOPTED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LOS ANGELES AS MODIFIED BY THE LATEST ISSUE OF THE BROWN BOOK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO STARTING ANY WORK. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING FURTHER WITH THE WORK.
- THE ENGINEER DOES NOT WARRANT THE ACCURACY OF SCALED DIMENSIONS ON ANY PLAN. ALL DIMENSIONS SHALL BE AS DESIGNATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AT THE SITE PRIOR TO COMMENCING WORK AND/OR FABRICATION AND PROCUREMENT OF ANY ITEM.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NOTES AND DETAILS ON DRAWINGS AND THESE GENERAL NOTES AND TYPICAL DETAILS ARE IN CONFLICT WITH THE CONTRACT SPECIFICATIONS, THE MOST STRINGENT SHALL APPLY. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK.
- A STAMPED SET OF PLANS AND SPECIFICATIONS SHALL BE KEPT AT THE JOBSITE AT ALL TIMES. THE CONTRACTOR SHALL ALSO MAINTAIN A SEPARATE FULL SIZE SET AND UPDATE WITH RECORD (I.E. AS-BUILT) INFORMATION. BOTH SETS SHALL BE MADE AVAILABLE TO THE INSPECTOR, BUILDING OFFICIAL OR CITY ENGINEER AT ALL TIMES.
- MANUFACTURED MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO THEIR USE. ALL REQUIREMENTS OF THOSE APPROVALS SHALL BE FOLLOWED.
- SEE ARCHITECTURAL DRAWINGS FOR THE FOLLOWING:
  - SIZE AND LOCATION OF ALL DOOR AND WINDOW OPENINGS.
  - SIZE AND LOCATION OF ALL NON-BEARING PARTITIONS.
  - SIZE AND LOCATION OF ALL CONCRETE CURBS, FLOOR DRAINS, SLOPED, DEPRESSED AREAS, CHANGES IN LEVEL, CHANGES, GROOVES, INSERTS, ETC.
  - SIZE AND LOCATION OF ALL FLOOR AND ROOF OPENINGS.
  - DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS.
- SEE MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR THE FOLLOWING:
  - PIPE RUN, SLEEVES, HANDERS, TRENCH, WALL, ROOF AND FLOOR OPENINGS, ETC.
  - ELECTRICAL CONDUIT RUNS, BOXES, OUTLETS IN WALLS AND SLABS.
  - ANCHORAGE AND BRACING FOR ELECTRICAL, MECHANICAL OR EQUIPMENT.
  - ANCHOR BOLTS FOR MOTOR MOUNTS.
  - SIZE AND LOCATION OF MACHINE AND EQUIPMENT BASES.
- PIPE SLEEVES, CONDUITS, DUCTS, INSERTS, AND OTHER SIMILAR EMBEDDED ITEMS SHALL BE IN PLACE PRIOR TO PLACEMENT OF CONCRETE.
- NO PIPES, DUCTS, SLEEVES OR OTHER MECHANICAL, PLUMBING, AND ELECTRICAL TRADE ITEMS SHALL PASS THROUGH STRUCTURAL MEMBERS UNLESS SHOWN ON THE STRUCTURAL PLANS OR APPROVED BY THE CITY ENGINEER.
- SEWER AND UTILITY LINES ARE NOT SHOWN ON THE STRUCTURAL DRAWINGS. REFER TO PLUMBING, ELECTRICAL AND CIVIL DRAWINGS FOR LOCATION. THE CONTRACTOR SHALL COORDINATE ALL SEWER AND UTILITY LINES WITH THE FOUNDATION DRAWINGS. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING FURTHER WITH THE WORK.
- THE STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED WORK. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL THE MEASURES NECESSARY TO PROTECT THE SAFETY OF THE STRUCTURE, EMPLOYEES AND THE PUBLIC DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO AND SAFETY OF BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION LOADING AND EQUIPMENT, ETC. OBSERVATION VISITS TO THE SITE BY THE CITY ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS AND DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM HIS/HER RESPONSIBILITIES FOR THE ABOVE ITEMS.
- THE CONTRACTOR SHALL NOT STACK CONSTRUCTION MATERIAL ON ANY ELEVATED ROOF OR FLOOR. THE MATERIAL SHALL BE SPREAD OUT AND THE LOAD SHALL NOT BE ALLOWED TO EXCEED 80% OF THE DESIGN LIVE LOAD. PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH OR WHERE OVERLOAD IS ANTICIPATED.
- REVIEW OF SUBMITTALS AND SHOP DRAWINGS WILL BE FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND CONTRACT DOCUMENTS. NOTED MARKINGS OR COMMENTS SHALL NOT BE CONSTRUED AS RELIEVING THE CONTRACTOR FROM COMPLIANCE WITH THE PROJECT PLANS AND SPECIFICATIONS OR DEPARTURES THEREFROM. THE CONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS FOR SELECTING FABRICATION PROCESSES, FOR TECHNIQUES OF ASSEMBLY FOR PERFORMING WORK IN A SAFE AND SATISFACTORY MANNER.
- THE CONTRACTOR SHALL OBTAIN AND ARRANGE FOR ALL REQUIRED PERMITS AND INSPECTIONS.
- THE CONTRACTOR SHALL PROVIDE PROTECTION FOR PEDESTRIANS AND VEHICLES ADJACENT TO THE PROJECT SITE DURING CONSTRUCTION.
- CONTRACTORS RESPONSIBLE FOR CONSTRUCTION OF A WIND OR SEISMIC FORCE RESISTING SYSTEM COMPONENT LISTED IN THE "STATEMENT OF SPECIAL INSPECTION" SHALL DISMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE LADIES INSPECTORS AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON SUCH SYSTEM OR COMPONENT PER SEC. 1709.1.

**EARTHWORK & FOUNDATION:**

- ALL EXCAVATIONS, SHORING, AND CUT SLOPES SHALL COMPLY WITH CALIFORNIA CONSTRUCTION SAFETY ORDERS AND THE REQUIREMENTS OF THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING & SAFETY.
- THE CONTRACTOR SHALL NOTIFY THE PROJECT GEOTECHNICAL ENGINEER, OR ITS DESIGNEE, TO MONITOR, INSPECT, AND APPROVE ANY EXCAVATIONS, SHORING INSTALLATION, FOUNDATION, AND THE PLACEMENT OF COMPACTED FILL. THE PROJECT GEOTECHNICAL ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF INSPECTION CAN BE REACHED AT (213) 487-0470 OR (213) 647-0485.
- THE CONTRACTOR SHALL ARRANGE FOR INSPECTION BY THE CITY OF LOS ANGELES, DEPARTMENT OF BUILDING AND SAFETY, AT LEAST 48 HOURS IN ADVANCE. THE DEPARTMENT CAN BE REACHED AT (888) 524-2846 OR (213) 482-0000.
- THE CONTRACTOR SHALL SECURE AND PAY FOR ALL THE NECESSARY PERMITS FOR ALL TRENCHES AND EXCAVATIONS FIVE FEET OR MORE IN DEPTH FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT BY THE CITY OF LOS ANGELES, DEPARTMENT OF BUILDING & SAFETY.
- UNSURCHARGED VERTICAL CUTS INTO APPROVED NATURAL SOIL ARE ALLOWED TO A MAXIMUM DEPTH OF 5 FEET. UNSURCHARGED EXCAVATION DEEPER THAN 5 FEET TO A MAXIMUM 30 FEET SHALL BE SLOPED AT A 1.5:1 OR FLATTER INCLINATION FROM THE GROUND SURFACE TO THE BOTTOM OF THE EXCAVATION OR SHOULD BE SHORED. ALL EXCAVATIONS SHALL PROCEED IN SUCH A MANNER THAT NO VOIDS ARE DEVELOPED BETWEEN THE BACK OF THE SOIL-RETAINING ELEMENT, SUCH AS SHEETING, AND THE SUPPORTED SOIL.
- UNLESS UNDERPINNING IS NOTED ON THE PLANS, SHORING SHALL BE PROVIDED WHERE THE PROPOSED EXCAVATION CUTS BELOW A PLANE PROJECTED OUTWARD AND DOWNWARD FROM THE EDGE OF ANY BUILDING FOOTINGS AT A SLOPE OF 1:1. ALL SHORING SHALL CONFORM TO SSPWC SECTION 306-1.1.
- PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL FURNISH THE CITY ENGINEER AND A WRITTEN DESCRIPTION OF THE CALCULATIONS PREPARED, SIGNED, PROPOSED PROCEDURES AND REGISTERED CIVIL OR STRUCTURAL ENGINEER AND SEALED BY A CALIFORNIA ENGINEER FOR INFORMATION ONLY. NEVERTHELESS, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SHORING WORK AND SUBMITTAL TO SHALL NOT RELIEVE THE CONTRACTOR OF HIS/HER THE CITY ENGINEER OBLIGATIONS.
- ALL EXCAVATIONS OF FOOTINGS SHALL FIRST BE APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER AND THE DEPARTMENT OF BUILDING & SAFETY PRIOR TO PLACEMENT OF THE REINFORCEMENT STEEL AND CONCRETE.
- ALL SOIL TO BE IMPORTED FOR FILL SHALL BE APPROVED AT THE BORROW SITE BY THE GEOTECHNICAL ENGINEER PRIOR TO IMPORT. THREE WORKING DAYS NOTIFICATION TO THE PROJECT GEOTECHNICAL ENGINEER IS REQUIRED PRIOR TO IMPORTING SOIL.
- STRUCTURAL BACKFILL SHALL CONFORM TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT AND SSPWC SECTION 300-3.5.1. ALL UNSUITABLE MATERIAL SHALL BE REMOVED AND HAULED AWAY FROM THE SITE.
- ALL RECOMMENDATION CONDITIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY THE CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING, GEOTECHNICAL ENGINEERING GROUP (GEO FILE # 13-086) DATED JUNE 4, 2014, THE SOIL REPORT APPROVAL LETTER FROM THE DEPARTMENT OF BUILDING AND SAFETY (LADIES) AND ANY SUPPLEMENTAL GEOTECHNICAL REPORTS THEREAFTER SHALL BE PART OF THE PLANS AND A COPY OF THIS REPORT SHALL BE KEPT AT THE JOB SITE AT ALL TIME.

**REINFORCING STEEL:**

- ALL REINFORCING STEEL SHALL BE DEFORMED BARS, CONFORMING TO ASTM A615-60. ALL GRADE BEAM REBARS SHALL BE A-706 GRADE 60.
- WELDED WIRE REINFORCEMENT SHALL CONFORM TO ASTM A-65. MESH SHALL BE LAPPED (2" MINIMUM).
- ALL BARS SHALL BE CLEAN OF LOOSE FLAKY RUST, GREASE OR OTHER MATERIALS LIKELY TO IMPAIR BOND.
- ALL BENDS SHALL BE MADE COLD.
- REINFORCING BARS SHALL BE SPLICED AND BENT IN STRICT ACCORDANCE WITH THE C.R.S.I. PUBLICATION AND DETAIL DRAWINGS. NO KINKS SHALL BE PERMITTED.
- FOR BARS #7 THROUGH #11, THE CITY ENGINEER SHALL APPROVE LAP SPLICE LENGTH NOT SHOWN. BARS SHOWN SPLICED SHALL BE CONTIGUOUS AT ALL OTHER LOCATIONS. SPLICES IN ADJACENT BARS SHALL BE STAGGERED AT LEAST ONE SPLICE LENGTH. ALL DOWELS SHALL HAVE THE SAME SIZE AND SPACING AS THAT OF THE REINFORCING STEEL TO WHICH THEY ARE SPLICED.
- ALL STRUCTURAL REBARS SHALL BE EPOXY COATED.

**CONCRETE:**

- UNLESS OTHERWISE INDICATED, CONCRETE SHALL CONFORM TO SECTION 201 OF THE SSPWC.
- ALL CEMENT SHALL CONFORM TO ASTM C-150, PORTLAND CEMENT TYPE II, UNLESS OTHERWISE NOTED.
- FINE AND COARSE AGGREGATE SHALL BE NON-REACTIVE AND CONFORM TO ASTM C-33 AND SECTION 201-1.2.2 OF THE SSPWC.
- UNLESS OTHERWISE NOTED, ALL STRUCTURAL CONCRETE SHALL BE HARD ROCK - 145 LB/SQ.FT. CONCRETE STRENGTH SHALL CONFORM TO THE FOLLOWING:
 

SLAB ON GRADE	2500 PSI
FOOTINGS, FOUNDATION WALLS	2500 PSI
RETAINING WALL	3000 PSI (SPECIAL INSPECTION REQUIRED)
- STATEMENTS OF MIX DESIGN SHALL BE AS PER THE BUILDING CODE AND SHALL BE PREPARED BY A CALIFORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER AND BE PROVIDED BY AN APPROVED LABORATORY. COPIES OF THE STATEMENT SHALL BE IN THE OFFICE OF THE BUILDING INSPECTOR, AT THE BATCH PLANT PRIOR TO BATCHING OF CONCRETE, AND AT THE JOBSITE PRIOR TO PLACING OF CONCRETE. MIX DESIGN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL OF THE PROJECT STRUCTURAL ENGINEER PRIOR TO PLACING OF CONCRETE.
- CONTINUOUS INSPECTION OF CONCRETE BY A DEPUTY INSPECTOR IS REQUIRED FOR CONCRETE STRENGTHS OVER 2500 PSI. TO BE PROVIDED BY THE CITY.
- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE 2014 EDITION OF THE LOS ANGELES CITY BUILDING CODE AND THE LATEST EDITION OF A.C.I. BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318), INCLUDING BARR BENDS AND HOOKS, UNLESS DETAIL OTHERWISE.
- ANCHOR BOLTS, DOWELS, REINFORCING STEEL, INSERTS, ETC. SHALL BE SECURELY TIED IN PLACE PRIOR TO POURING CONCRETE. CONCRETE BLOCKS SHALL ONLY BE USED TO SUPPORT REINFORCING OFF GROUND.
- THE LOCATION OF CONSTRUCTION JOINTS OR POUR JOINTS SHALL BE AS SHOWN ON PLANS OR AS APPROVED BY THE CITY ENGINEER PRIOR TO POURING CONCRETE.
- NOTIFY THE CITY ENGINEER 48 HOURS PRIOR TO ALL POURS.
- ALL EXISTING CONCRETE SURFACES IN CONTACT WITH NEW CONCRETE AND ALL CONSTRUCTION JOINTS SHALL BE ROUGHENED TO 1/4" AMPLITUDE MINIMUM.
- ALL FOUNDATIONS AND PILES SHALL BE POURED AGAINST UNDISTURBED NATURAL SOIL, OR COMPACTED FILL. THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT ALL FOUNDATIONS, PILES, AND SOIL PRIOR TO PLACING REINFORCING STEEL. THE PROJECT GEOTECHNICAL ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF INSPECTION.
- ALL EXPOSED EDGES AND CORNERS SHALL BE CHAMFERED 3/4", OR RADIUS TO 1/2" R.
- ALL CONCRETE SHALL BE CURED IN ACCORDANCE WITH SECTION 303-1.10 OF THE SSPWC UNLESS OTHERWISE NOTED. THE CITY ENGINEER MUST FIRST APPROVE THE USE OF MEMBRANE CURING COMPOUND, IF APPROVED FOR USE. THE CONTRACTOR SHALL SUBMIT SAMPLES OF MATERIALS AND LOCATION OF USE FOR FINAL APPROVAL BY THE CITY ENGINEER.
- BEFORE CONCRETE IS POURED, CHECK ALL TRADES TO INSURE PROPER PLACEMENT OF ALL OPENINGS, SLEEVES, CURBS, CONDUITS, EMBEDDED MATERIALS, ETC. RELATING TO THE WORK.
- ANCHOR BOLTS, DOWELS, REINFORCING STEEL, INSERTS, ETC. SHALL BE SECURELY TIED IN PLACE PRIOR TO POURING CONCRETE. CONCRETE BLOCKS SHALL ONLY BE USED TO SUPPORT REINFORCING OFF GROUND.
- THE CONTRACTOR SHALL COORDINATE FOR CONTINUOUS INSPECTION FOR ANCHOR BOLTS OR HEADED STUDS EMBEDDED IN CONCRETE PRIOR TO AND DURING THE PLACEMENT OF CONCRETE TO BE PROVIDED BY THE CITY.
- ALL SLEEVES NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL BE LOCATED BY THE TRADES INVOLVED AND SHALL BE APPROVED BY THE CITY ENGINEER.
- NO STAKE, STEEL OR WOOD WILL BE PERMITTED IN ANY CONCRETE POUR, UNLESS OTHERWISE SHOWN ON THE PLANS TO REMAIN. SHIFTED FORMS FROM ABOVE THE POUR.
- FINAL SLABS SHALL BE LEVEL TO WITHIN 1/8" WHEN MEASURED WITH A 10 FEET STRAIGHT EDGE AND WITHIN 1/2" IN ANY 30 FEET BAY.
- NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS STRENGTH OF 2,000 PSI. CONTRACTOR TO SUBMIT MIX DESIGN FOR APPROVAL TO THE CITY ENGINEER PRIOR TO PLACEMENT.

**SPECIAL INSPECTION:**

- WHEN EPOXY IS USED SPECIAL INSPECTION IS REQUIRED.
- ALL CONCRETE WITH FC > 2500 PSI REQUIRES SPECIAL INSPECTION
- ALL MASONRY WALL CONSTRUCTION REQUIRES CONTINUOUS SPECIAL INSPECTION
- FIELD WELDING REQUIRES CONTINUOUS SPECIAL INSPECTION



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

PROJECT: \_\_\_\_\_  
SHEET: \_\_\_\_\_



**GARY LET MOORE, P.E., ENV. SP.** CITY ENGINEER  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 13384  
 EXPIRES 12/31/2018  
 DESIGNER: WALTER BASKOVICH / WFB  
 DRAWN BY: JOHN WEAVER / JAW  
 CHECKED BY: WALTER BASKOVICH / WFB  
 APPROVED BY: WALTER BASKOVICH / WFB  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM  
 LOCATION: 210 OCEAN FRONT WALK, VEHICLE BEACH, LOS ANGELES, 90029

PROJECT STATUS: \_\_\_\_\_  
 SHEET TITLE: GENERAL NOTES  
 SHEET NO: 41 OF 72

PROJECT NO: E170182A  
 SHEET NO: 41 OF 72

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

# GENERAL NOTES FOR STRUCTURAL OBSERVATION

- STRUCTURAL OBSERVATION IS REQUIRED FOR THE STRUCTURAL SYSTEM IN ACCORDANCE WITH THE INFORMATION BULLETIN NO. PBC 2002-024 STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION AT THE CONSTRUCTION SITE OF THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEM AT SIGNIFICANT CONSTRUCTION STAGES AND THE COMPLETE STRUCTURE FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS. STRUCTURAL OBSERVATION DOES NOT WAIVE THE RESPONSIBILITY FOR THE INSPECTIONS REQUIRED OF THE BUILDING INSPECTOR OR THE DEPUTY INSPECTOR.
- THE OWNER SHALL EMPLOY A STATE OF CALIFORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER OR LICENSED ARCHITECT TO PERFORM THE STRUCTURAL OBSERVATION. THE DEPARTMENT OF BUILDING AND SAFETY (LADBS) RECOMMENDS THE USE OF THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN WHO ARE INDEPENDENT OF THE CONTRACTOR.
- THE STRUCTURAL OBSERVER SHALL PROVIDE EVIDENCE OF EMPLOYMENT BY THE OWNER OR THE OWNER'S REPRESENTATIVE. A LETTER FROM THE OWNER, THE OWNER'S REPRESENTATIVE, OR A COPY OF THE AGREEMENT FOR SERVICE SHALL BE SENT TO THE BUILDING INSPECTOR BEFORE THE FIRST SITE VISIT.
- THE OWNER OR OWNER'S REPRESENTATIVE SHALL COORDINATE AND CALL FOR A MEETING BETWEEN THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN, STRUCTURAL OBSERVER, CONTRACTOR, AFFECTED SUBCONTRACTORS AND DEPUTY INSPECTORS. THE PURPOSE OF THE MEETING SHALL BE TO IDENTIFY THE MAJOR STRUCTURAL ELEMENTS AND CONNECTIONS THAT AFFECT THE VERTICAL AND LATERAL LOAD SYSTEMS OF THE STRUCTURE AND TO REVIEW SCHEDULING OF THE REQUIRED OBSERVATIONS. A RECORD OF THE MEETING SHALL BE INCLUDED IN THE FIRST OBSERVATION REPORT SUBMITTED TO THE BUILDING INSPECTOR.
- THE STRUCTURAL OBSERVER SHALL PERFORM SITE VISITS AT THOSE STEPS IN THE PROGRESS OF THE WORK THAT ALLOW FOR CORRECTION OF DEFICIENCIES WITHOUT SUBSTANTIAL EFFORT OR UNCOVERING OF THE WORK INVOLVED. AT A MINIMUM, THE LISTED SIGNIFICANT CONSTRUCTION STAGES ON THE FOLLOWING STRUCTURAL OBSERVATION SIGNIFICANT CONSTRUCTION STAGES TABLE REQUIRE A SITE VISIT AND AN OBSERVATION REPORT FROM THE STRUCTURAL OBSERVER.
- THE STRUCTURAL OBSERVER SHALL PREPARE A REPORT OF THE STRUCTURAL OBSERVATION REPORT FORM INFORM 08 (PART 1) FOR EACH SIGNIFICANT STAGE OF CONSTRUCTION OBSERVED. THE ORIGINAL OF THE STRUCTURAL OBSERVATION REPORT SHALL BE SENT TO THE BUILDING INSPECTOR'S OFFICE AND SHALL BE SIGNED AND SEALED (WET STAMP) BY THE RESPONSIBLE STRUCTURAL OBSERVER. ONE COPY OF THE OBSERVATION REPORT SHALL BE ATTACHED TO THE APPROVED PLANS. THE COPY ATTACHED TO THE PLANS SHALL BE SIGNED AND SEALED (WET STAMP) BY THE RESPONSIBLE STRUCTURAL OBSERVER OR THEIR DESIGNEE. COPIES OF THE REPORT SHALL ALSO BE GIVEN TO THE OWNER, CONTRACTOR, AND DEPUTY INSPECTOR. ANY DEFICIENCY NOTED ON THE OBSERVATION REPORT WILL BECOME THE RESPONSIBILITY OF THE STRUCTURAL ENGINEER OF RECORD TO VERIFY ITS COMPLETION BY HIM (HER), OR BY A REGISTERED DEPUTY INSPECTOR AT THE DISCRETION OF THE STRUCTURAL OBSERVER.
- A FINAL OBSERVATION REPORT AND THAT OF THE REGISTERED DEPUTY INSPECTOR, MUST BE SUBMITTED WHICH SHOWS THAT ALL OBSERVED DEFICIENCIES WERE RESOLVED AND STRUCTURAL SYSTEM GENERALLY CONFORMS WITH THE APPROVED PLANS AND SPECIFICATIONS. THE DEPARTMENT OF BUILDING AND SAFETY (LADBS) WILL NOT ACCEPT THE STRUCTURAL WORK WITHOUT THIS FINAL OBSERVATION REPORT AND THAT OF THE REGISTERED DEPUTY INSPECTOR (WHICH PROVIDED) AND THE CORRECTION OF SPECIFIC DEFICIENCIES NOTED DURING NORMAL BUILDING INSPECTION.
- THE STRUCTURAL OBSERVER SHALL PROVIDE THE ORIGINAL STAMPED AND SIGNED STRUCTURAL OBSERVATION REPORT TO THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY BUILDING INSPECTOR.
- WHEN THE OWNER ELECTS TO CHANGE THE STRUCTURAL OBSERVER OF RECORD, THE OWNER SHALL:
  - NOTIFY THE BUILDING INSPECTOR IN WRITING BEFORE THE NEXT INSPECTION BY SUBMITTING COMPLETED STRUCTURAL OBSERVATION PROGRAM AND DESIGNATION OF THE STRUCTURAL OBSERVER FORM INFORM 08 (PART 2).
  - CALL AN ADDITIONAL PRECONSTRUCTION MEETING AND
  - FURNISH THE REPLACEMENT STRUCTURAL OBSERVER WITH A COPY OF ALL PREVIOUS OBSERVATION REPORTS.
- THE REPLACEMENT STRUCTURAL OBSERVER SHALL APPROVE THE CORRECTION OF THE ORIGINAL OBSERVED DEFICIENCIES UNLESS OTHERWISE APPROVED BY PLAN CHECK SUPERVISION. THE POLICY OF THE DEPARTMENT SHALL BE TO CORRECT ANY PROPERTY NOTED DEFICIENCIES WITHOUT CONSIDERATION OF THEIR SOURCE.
- THE ENGINEER OR ARCHITECT OF RECORD SHALL DEVELOP ALL CHANGES RELATING TO THE STRUCTURAL SYSTEMS. THE BUILDING DEPARTMENT SHALL REVIEW AND APPROVE ALL CHANGES TO THE APPROVED PLANS AND SPECIFICATIONS.

STRUCTURAL OBSERVATION SIGNIFICANT CONSTRUCTION STAGES (ONLY CHECKED ITEMS ARE REQUIRED)		
FIRM OR INDIVIDUAL TO BE RESPONSIBLE FOR THE "STRUCTURAL OBSERVATION" NAME: HASSER RAZEPOOR <input type="checkbox"/> LICENSED ARCHITECT <input checked="" type="checkbox"/> REGISTERED ENGINEER PHONE: (213) 465-4553    CALIFORNIA REGISTRATION NUMBER: S 3354		
CONSTRUCTION STAGE	CONSTRUCTION TYPE	ELEMENTS/CONSTRUCTIONS TO BE OBSERVED
FOUNDATION	<input type="checkbox"/> FOOTING, STEM WALLS, PIERS <input checked="" type="checkbox"/> MAT FOUNDATION <input type="checkbox"/> CAISSON, PILE, GRADE BEAMS <input type="checkbox"/> STEPPING/RETAINING FOUNDATION, HILLSIDE SPECIAL ANCHORS <input type="checkbox"/> OTHERS:	REBAR SIZE, SPACING, AND DEPTH
WALL	<input checked="" type="checkbox"/> CONCRETE <input type="checkbox"/> MASONRY <input type="checkbox"/> WOOD <input type="checkbox"/> OTHERS:	REBAR SIZE AND SPACING
FRAME	<input type="checkbox"/> STEEL MOMENT FRAME <input type="checkbox"/> STEEL BRACED FRAME <input type="checkbox"/> CONCRETE MOMENT FRAME <input type="checkbox"/> MASONRY MOMENT FRAME <input checked="" type="checkbox"/> OTHER:	BEAM WELDING ATTACHMENT
DIAPHRAGM	<input type="checkbox"/> CONCRETE <input checked="" type="checkbox"/> STEEL DECK <input type="checkbox"/> WOOD <input type="checkbox"/> OTHERS:	APPROACH TO BEAM WELDING ATTACHMENT DECK BOLT LAYOUT
OTHERS		

### DECLARATION BY OWNER OR OWNER'S REPRESENTATIVE

- THE OWNER OF THE PROJECT     THE OWNER'S REPRESENTATIVE, DECLARE THAT THE ABOVE LISTED FIRM OR INDIVIDUAL IS HIRED BY ME TO BE THE STRUCTURAL OBSERVER.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### DECLARATION BY ARCHITECT OR ENGINEER OF RECORD (REQUIRED IF THE STRUCTURAL OBSERVER IS DIFFERENT FROM THE ARCHITECT OR ENGINEER OF RECORD)

- THE ARCHITECT OR ENGINEER OF RECORD FOR THE PROJECT, DECLARE THAT THE ABOVE LISTED FIRM OR INDIVIDUAL IS DESIGNATED BY ME TO BE RESPONSIBLE FOR THE "STRUCTURAL OBSERVATION".

SIGNATURE \_\_\_\_\_ LICENSE NO. \_\_\_\_\_ DATE \_\_\_\_\_

STRUCTURAL OBSERVATION PROGRAM AND DESIGNATION OF THE STRUCTURAL OBSERVER			
PROJECT ADDRESS: ROSE AVENUE / OCEAN FRONT WALK, VENICE BEACH    PERMIT APPL. NO. _____			
DESCRIPTION OF WORK: VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT			
OWNER: _____ CITY OF LA    ARCHITECT: _____ ENGINEER: HASSER RAZEPOOR			
STRUCTURAL OBSERVATION (ONLY CHECKED ITEMS ARE REQUIRED)			
FIRM OR INDIVIDUAL TO BE RESPONSIBLE FOR THE "STRUCTURAL OBSERVATION" NAME: HASSER RAZEPOOR    PHONE: (213) 465-4553    CALIFORNIA REGISTRATION NUMBER: S 3354			
FOUNDATION	WALL	FRAME	DIAPHRAGM
<input type="checkbox"/> FOOTING, STEM WALLS, PIERS <input checked="" type="checkbox"/> MAT FOUNDATION <input type="checkbox"/> CAISSON, PILES, GRADE BEAMS <input type="checkbox"/> STEPPING/RETAINING FOUNDATION, HILLSIDE SPECIAL ANCHORS <input type="checkbox"/> OTHERS: CONC. SLAB-ON-GRADE	<input type="checkbox"/> CONCRETE <input checked="" type="checkbox"/> MASONRY <input type="checkbox"/> WOOD <input type="checkbox"/> OTHERS: METAL STUD	<input type="checkbox"/> STEEL MOMENT FRAME <input checked="" type="checkbox"/> STEEL BRACED FRAME <input type="checkbox"/> CONCRETE MOMENT FRAME <input type="checkbox"/> MASONRY WALL FRAME <input type="checkbox"/> OTHERS:	<input type="checkbox"/> CONCRETE <input checked="" type="checkbox"/> STEEL DECK <input type="checkbox"/> WOOD <input type="checkbox"/> OTHERS:

DECLARATION BY OWNER  
 THE OWNER OF THE PROJECT, DECLARE THAT THE ABOVE LISTED FIRM OR INDIVIDUAL IS HIRED BY ME TO BE THE STRUCTURAL OBSERVER.

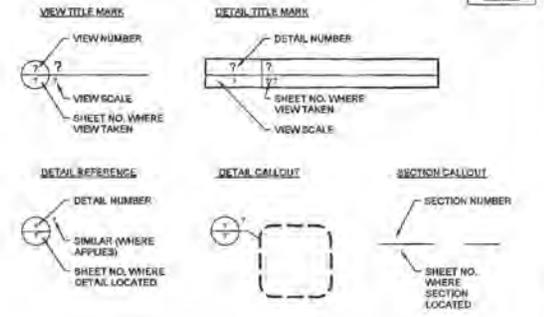
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### DECLARATION BY ARCHITECT OR ENGINEER OF RECORD (REQUIRED IF THE STRUCTURAL OBSERVER IS DIFFERENT FROM THE ARCHITECT OR ENGINEER OF RECORD)

- THE ARCHITECT OR ENGINEER OF RECORD FOR THE PROJECT, DECLARE THAT THE ABOVE LISTED FIRM OR INDIVIDUAL IS DESIGNATED BY ME TO BE RESPONSIBLE FOR THE "STRUCTURAL OBSERVATION".

SIGNATURE \_\_\_\_\_ LICENSE NO. \_\_\_\_\_ DATE \_\_\_\_\_

### LEGEND



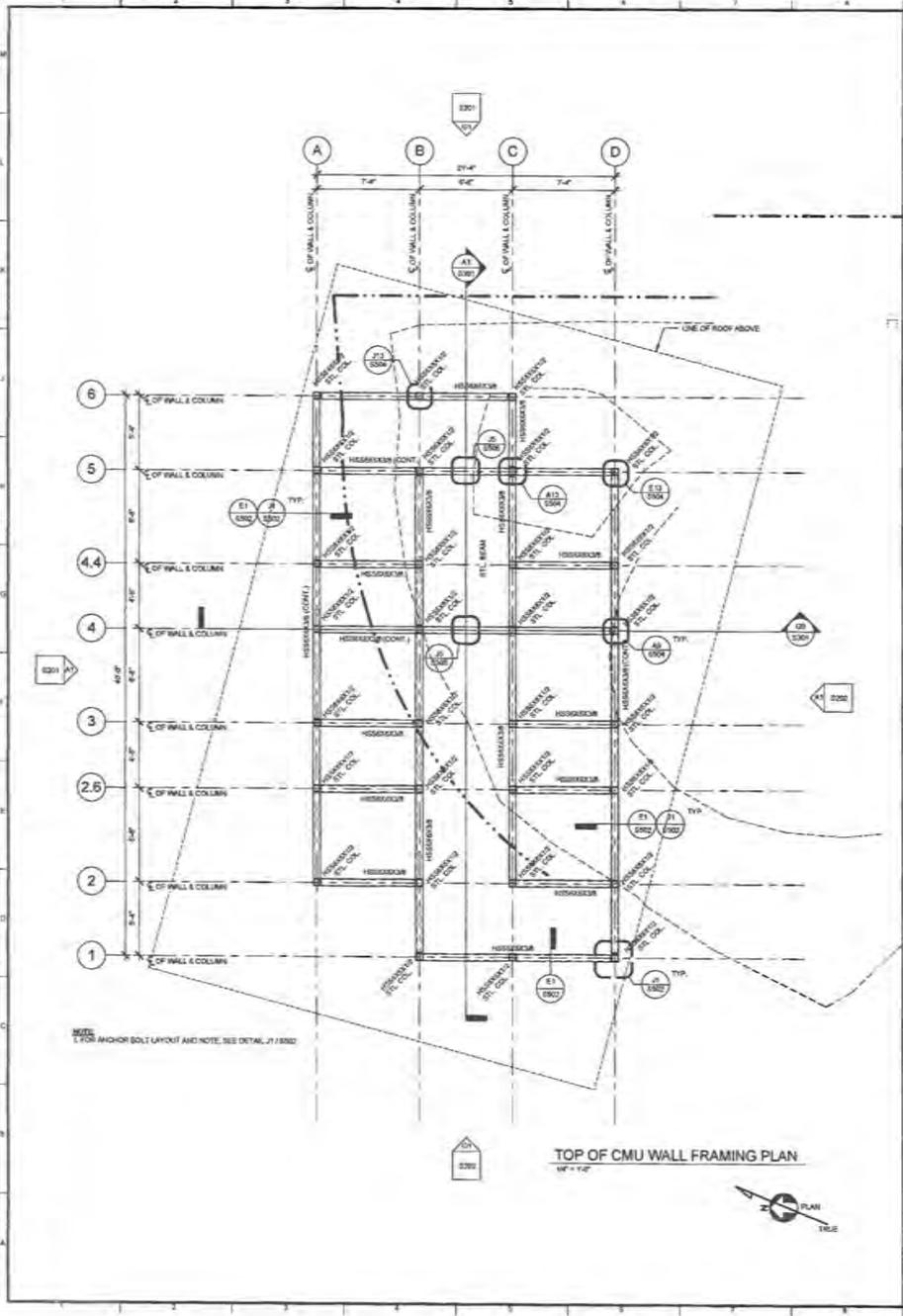
THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY SHALL NOT BE RESPONSIBLE FOR THE SUBSTANCE OR CORRECTNESS OF THE INFORMATION CONTAINED HEREIN.  
 THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY SHALL NOT BE RESPONSIBLE FOR THE SUBSTANCE OR CORRECTNESS OF THE INFORMATION CONTAINED HEREIN.  
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**ENGINEERING**  
 CITY OF LOS ANGELES  
 REGISTERED PROFESSIONAL ENGINEER  
 HASSER RAZEPOOR  
 LICENSE NO. S 3354  
 EXPIRES 12/31/2015

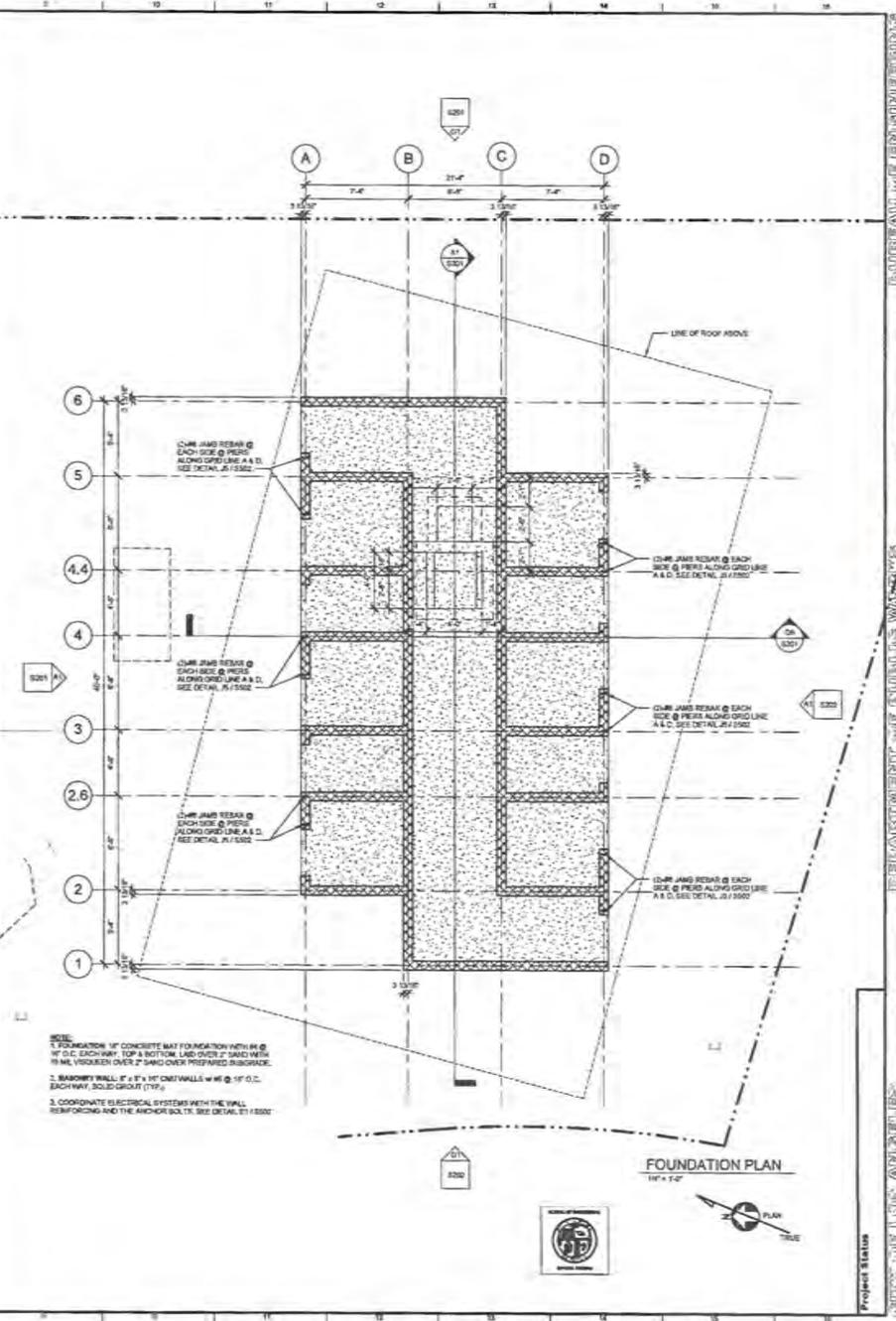
**DEPARTMENT OF PUBLIC WORKS**  
 CITY ENGINEER  
 GARY LEE MOORE, P.E., E.I.V.S.  
 LICENSE NO. 121915  
 EXPIRES 12/31/2015

**PROJECT INFORMATION**  
 PROJECT: VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT  
 SHEET: 43 OF 72  
 DATE: 08/20/15

**STAMP**  
 HASSER RAZEPOOR  
 REGISTERED ENGINEER  
 LICENSE NO. S 3354  
 EXPIRES 12/31/2015



TOP OF CMU WALL FRAMING PLAN  
1/4" = 1'-0"



FOUNDATION PLAN  
1/4" = 1'-0"

- NOTE:
1. FOUNDATION: 1" CONCRETE MAT FOUNDATION WITH #4 @ 18" O.C. EACH WAY. TOP & BOTTOM LINE OVER 2" SAND WITH 18" M.E. VIBROKEN OVER 2" SAND OVER PREPARED SUBGRADE.
  2. MASONRY WALL: 8" x 8" x 16" CMU WALLS w/ #4 @ 18" O.C. EACH WAY, BOLD-GRADE (TYP).
  3. COORDINATE ELECTRICAL SYSTEM WITH THE WALL REINFORCING AND THE ANCHOR BOLTS. SEE DETAIL J1 / J202.

**PROJECT STATUS**

**SHEET** 45 **OF** 72

**PROJECT NO.** MF 300450

**DATE** 11/15/11

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMITS

**ENGINEER** GARY LEE MOORE, PE, ENV SP, CITY ADMITER

**DESIGNED BY** ANDREW HAZEPPOUR

**CHECKED BY** ANDREW HAZEPPOUR

**APPROVED BY** HANNOO AHMADOU, P.E., PRINCIPAL ARCHITECT

**PROJECT DESCRIPTION** BATHHOUSE w/ OFF BATHHOUSE

**CLIENT** CITY OF LOS ANGELES

**PROJECT ADDRESS** VENICE BEACH FRONT WALK VENICE BEACH, LOS ANGELES, 90231

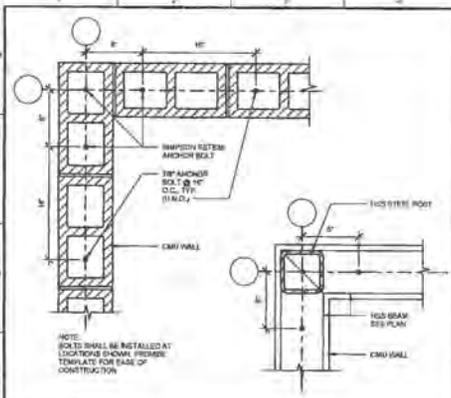
**PROJECT NO.** MF 300450

**SHEET** 45 **OF** 72

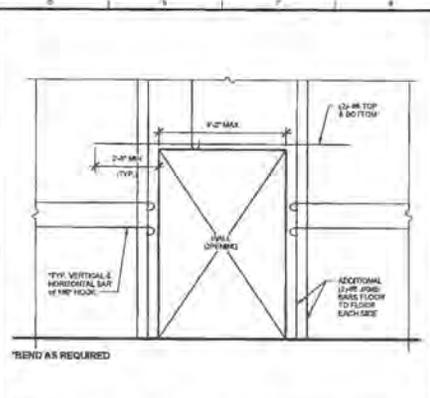


TITLE SHEET REVISION DATE: 04/09/09  
 SHEET DATE: 04/09/09  
 FILE PATH: C:\Users\jmoore\Documents\Drawings\CMU\Drawings\CMU.dwg

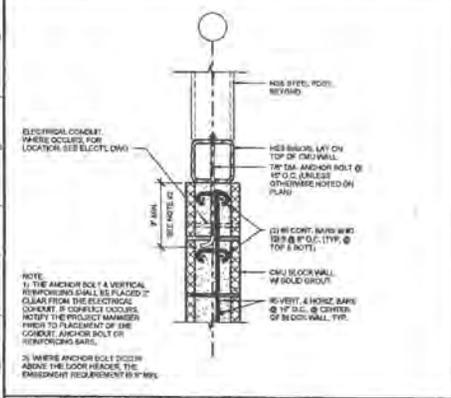
THE CITY OF LOS ANGELES DATE OF ISSUE OR REVISION SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DRAWING.



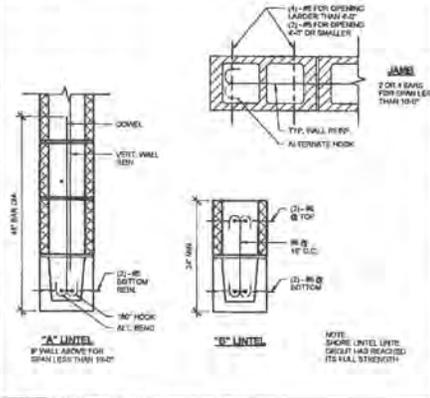
**J1 ANCHOR BOLT & STEEL COLUMN / BEAM @ CMU WALL**  
 N.T.S. 1/2" = 1'-0"



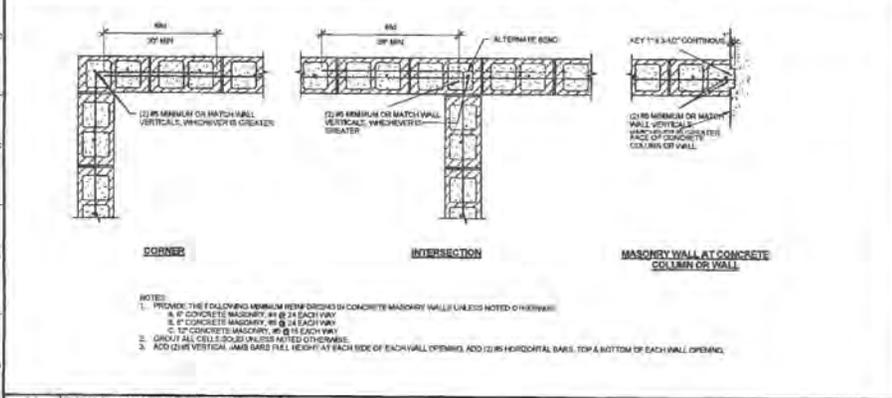
**J5 TYPICAL CMU WALL OPENING**  
 N.T.S.



**E1 STEEL BEAM & COLUMN @ CMU WALL**  
 N.T.S. 1/2" = 1'-0"

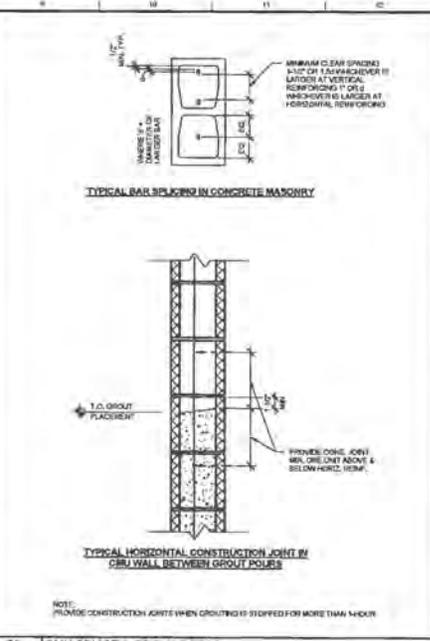


**E5 CMU LINTEL & JAMB DETAIL**  
 N.T.S.

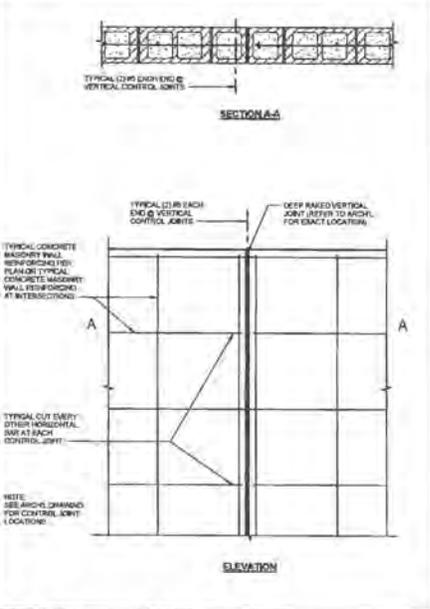


**A1 TYPICAL CMU REINFORCING DETAILS**  
 N.T.S.

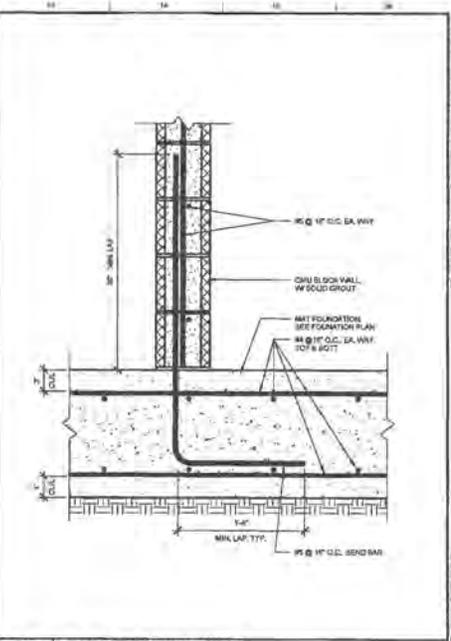
- NOTES:**
- PROVIDE THE FOLLOWING MINIMUM REINFORCING IN CONCRETE MASONRY WALLS UNLESS NOTED OTHERWISE:
    - 1/2" O.C. CONCRETE MASONRY #4 @ 24" EACH WAY
    - 1/2" O.C. CONCRETE MASONRY #4 @ 24" EACH WAY
    - 1/2" O.C. CONCRETE MASONRY #4 @ 24" EACH WAY
  - GROUT ALL CELLS UNLESS NOTED OTHERWISE.
  - ADD 1/2" VERTICAL JAMB BARS (4x) EACH AT EACH SIDE OF EACH WALL OPENING. ADD 1/2" HORIZONTAL BARS, TOP & BOTTOM OF EACH WALL OPENING.



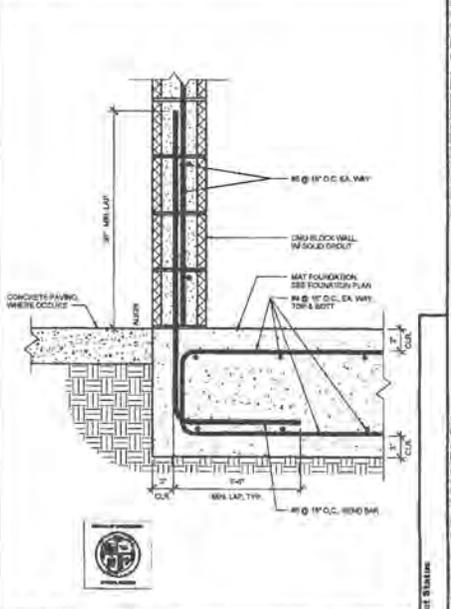
**G9 CMU SPLICE & GROUT DETAIL**  
 N.T.S.



**A9 CMU CONTROL JOINT DETAIL**  
 N.T.S.



**G13 CMU WALL @ FOUNDATION DETAIL**  
 N.T.S. 1/2" = 1'-0"



**A13 CMU WALL @ PERIMETER FOUNDATION DETAIL**  
 N.T.S. 1/2" = 1'-0"

**BUREAU OF ENGINEERING**  
 PROJECT NO. **MT-300450**  
 SHEET NO. **B-21**

**DEPARTMENT OF PUBLIC WORKS**  
 GARY LEE MOORE, PE, ENV SP, CITY ENGINEER  
 ARCHITECTURAL DIVISION  
 DATE: 04/09/09  
 CHECKED BY: GARY LEE MOORE  
 DRAWN BY: GARY LEE MOORE  
 PROJECT: VENICE BEACH ROSE AVENUE RESTROOM REPLACEMENT  
 ADDRESS: 210 OCEAN FRONT WALK, VENICE BEACH, LOS ANGELES, 90291

**CITY OF LOS ANGELES**  
 PROJECT SHEET  
 SHEET NO. **S502**  
 SHEETS **72**



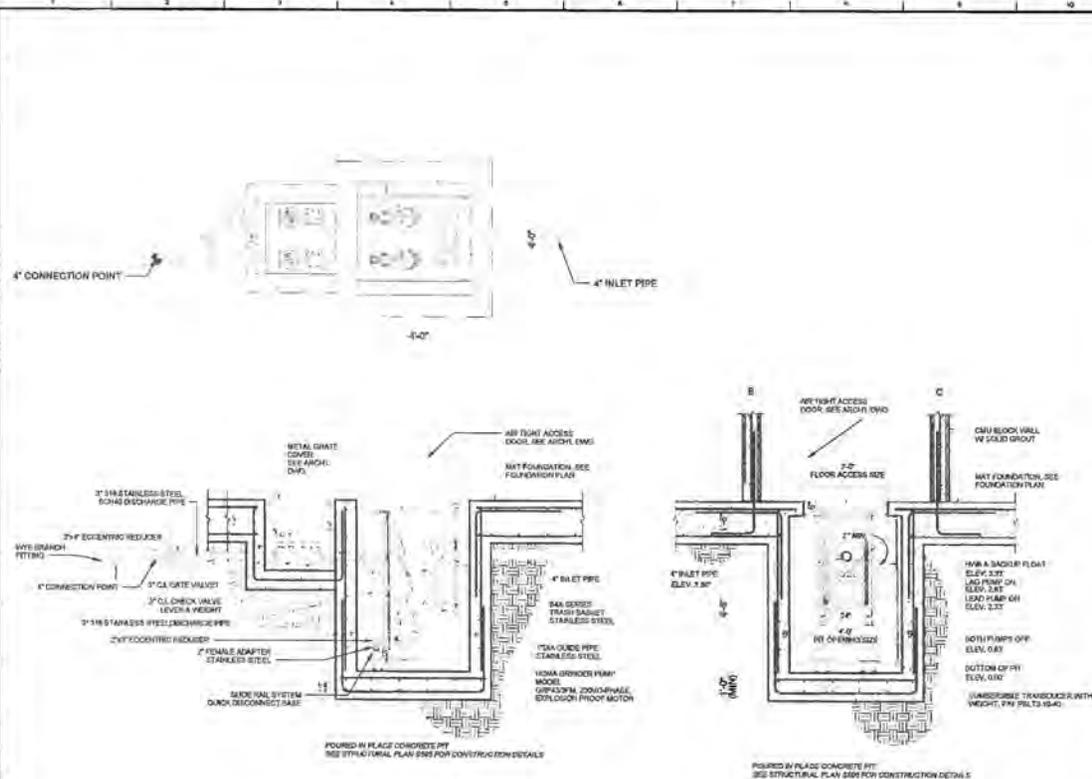






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THE CITY OF LOS ANGELES HAS THE HONOR OF RESPONDING TO THE REQUEST FOR PROPOSALS FOR THE RECONSTRUCTION OF ELECTRIC CONTROL BUILDING OF THIS PLAN SHEET.



PROVIDE LIFTING DEVICE:

- ONE HOIST TROLLEY, DAYTON MODEL #3M857, CAPACITY 1 TON, FIT BEAM FLANGE WIDTH 3.00 - 5.25 INCHES, FIT BEAM HEIGHT 5 - 12 INCHES, MINIMUM RADIUS 36 INCHES, WHEEL TREAD DIAMETER 4 INCHES.
- ONE SINGLE SPEED ELECTRIC CHAIN HOIST, DAYTON MODEL #JLC2016-120, CAPACITY 1 TON, LIFT SPEED 18FPM, 115 VOLTS, CHAIN LIFT 20 FT, CONTROL CORD 16 FT, MINIMUM DISTANCE BETWEEN HOOKS 18 INCHES, HOUSING LENGTH 22-34 INCHES, HOUSING DEPTH 9-14 INCHES, HOUSING WIDTH 7-15 1/2 INCHES.

**Sewage Pump Control System**

**Duplex Pump Control Sequence Description:**  
On a rising wet well level, the controls will start selected LEAD pump and a continuing rise shall in turn start the SECOND pump. The pumps shall operate individually or in parallel as required, pumping down to the selected stop levels in the reverse order of the starting sequence. Each pump will be equipped with a ball float switch and seal probe. The pump will be shut down and removed from the control sequence when the pump fails in high thermal or seal leak condition. This is done to prevent the pump from running dry and damaging the pump or pump mechanical seal with excessive heat build-up. The alarm will need to be manually reset before the pump can return to service. High water conditions in the wet well shall be monitored through the submersible transducer. A red warning light shall be mounted on the top of the control panel. A LEAD-AUTO-LAG selection switch will be provided. A 4-20mA transmitter signal shall be provided to remote DCA/DA systems. Dry contact shall include: each pump general failure, and high liquid level alarm. A backup mechanical float switch will be installed at H-1 level to provide backup to transmitter HWA.

- Mull W Systems, Duplex Sewage Pump Alarm/stop control panel, 500A UL listed, 200V/1-Phase Input, 3-Phase Output, to include:
- (1) 36"x36"x1/2", 304 Stainless Steel, NEMA-4 enclosure, SCE, P/N: SCE-36E13612501-P
  - (1) Assembly, fan housing, SCE, P/N: SCE-FAM4
  - (1) Assembly, filter & grille, SCE, P/N: SCE-FGAM4
  - (1) Thermostat (H.O.), SCE, P/N: SCE-TEMP10
  - (2) Circuit breaker, 30amp, Cutler-Hammer, P/N: GD3030
  - (2) Robby handle with mechanism for main breaker, Cutler-Hammer, P/N: GHMVD12B (mounted on swing panel)
  - (2) Moisture & leakage relay, HOMA, P/N: MOD-1P
  - (2) Hour meter, Redding, P/N: 3311-2000 (mounted on swing panel)
  - (2) Pump run LED light (Green), AB, P/N: 800FD-P4NS (mounted on swing panel)
  - (2) Seal failure LED light (Red), AB, P/N: 800FD-P4NS (mounted on swing panel)
  - (2) HI-Temperature LED light (Red), AB, P/N: 800FD-P4NS (mounted on swing panel)
  - (2) VFD failure LED light (Red), AB, P/N: 800FD-P4NS (mounted on swing panel)
  - (2) Hand-off-auto selection switch, AB, P/N: 800FD-SM32X20 (mounted on swing panel)
  - (1) Lead-Auto-Lag selection switch, AB, P/N: 800FD-SM32X20 (mounted on swing panel)
  - (1) Alarm horn, AB, P/N: 800P-B10SH22 (mounted on rear of enclosure)
  - (1) Alarm beacon, Ingram, P/N: LK40F (mounted on top of enclosure)
  - (1) Alarm horn reset push button, AB, P/N: 800FD-F5910 (mounted on swing panel)
  - (8) Control relays & sockets, IDBC, P/N: RY25-JAC120V
  - (1) Alarm/stop relay & socket, AB, P/N: AR-P4NS
  - (1) Surge arrester, P/N: LA321
  - (1) Branch control circuit breaker, 5Amp
  - (1) Level controller, Dwyer, P/N: MFC (mounted on swing panel)
  - (2) Variable frequency drive/phase converter, Two-Phase/Three-Phase, P/N: MA7200-2010411
- All wires shall be number labeled and copper THHN type. Control panel will be fabricated and supplied by Mull W Systems, Inc., control number: (825) 401-2927.

- (1) Submersible pressure transducer, 40' cable with 10 PSIG (23" w.c.), 4-20 mA output signal, Dwyer, P/N: PBLT2-10-40
  - (1) Backup HWA Mechanical Float Switch, 40" in length of cable
- Total Power Consumption: 50 Amps @ 230Volts  
Required Power Supply: 230V/1-Phase  
Sewage Pump: HOMA GRP41/2 PM, 5HP, 230V/3-Phase

**Seawater Cell Dry Monitoring System**

This cell-dry-based system allows a user to access information and perform programming changes through a web portal from any web-enabled device. The CELLDRY includes a RS485-MX enclosure to match the alarm enclosure along with an extended environmental rating between -22°F and 140°F. Program the unit to notify up to 24 voice, text or e-mail destinations with cell-escalation priority. System LEDs allow users to easily read status.

- Includes 14 total inputs, with eight dry contacts analog (4-20mA) conditions
- Two isolated relay outputs can switch load devices output based on alarm activity
- Temperature-sensing range of -100° to 124°F (-60° to 52°C)
- Machine-to-machine control among CELLDRY units and pump control

Alarm Output:

- Seal Failure & High Temperature, Pump 1
- Seal Failure & High Temperature, Pump 2
- Overload Failure, Pump 1
- Both Pump Run Condition
- High Liquid Level Alarm
- 4-20mA Real Time Liquid Level Status

Monitoring System programming and start-up shall be provided by equipment supplier. Cellular network data plan shall be provided by equipment supplier for the period of one(1) year.

**Sewage Pump Control Panel and Monitoring System supplied by:**

Mull W Systems, Inc.  
2015 Strayer Ave.  
El Monte, CA 91733  
Contact: Mike Gao; Email: mike.gao@mullwsystems.com  
Phone#: (825) 401-2627

**Sewage Pump Station Service Warranty Program**

Scope of Service Warranty:  
One(1) full service trip in every month per year for 1 year. The sewage pump station will be serviced, inspected and malfunctioning pumps will be repaired with no cost to the customer.

- Service Warranty, to include:
1. Visually inspect the existing control panel
  2. Functional test on existing control panel
  3. Visually inspect the existing pump station
  4. Test run existing pumps in manual modes and record each pump's full load amps & voltage.
  5. Raise up the BS strainer from wet well and remove trash out from strainer.
  6. Scrape up the trash floating inside the wet well.
  7. Flush to clean the pump pit with water hose. Water to be supplied by customer in field.
  8. Arrange vacuum truck service if necessary. Vacuum truck service fee to be extra.

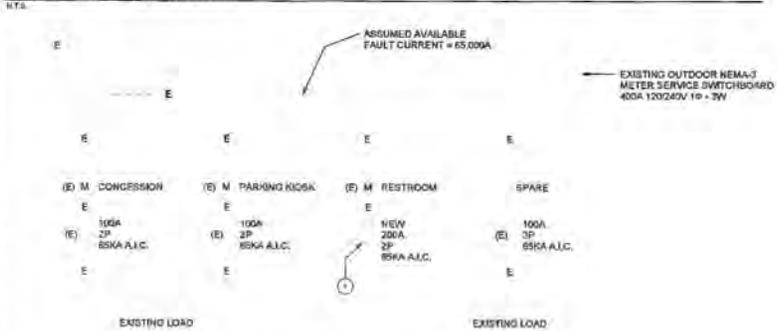
- The following will be checked on the brought back malfunctioning pump:
1. Pumps will be thoroughly inspected for any wear and tear damage.
  2. Check and inspect existing control panel
  3. All grounds and On-Offs will be inspected and replaced as necessary
  4. Pump will be tested in the factory and in the field after installation.

Sewage Pump Station maintenance service provider and sewage pump equipment supplier shall be at their own risk.



<b>ENGINEERING</b> CITY OF LOS ANGELES	DRAWING NO. _____ SHEET NO. _____ OF _____
	PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009
PROJECT NO. _____ SHEET NO. _____ OF _____	DRAWING NO. _____ SHEET NO. _____ OF _____
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PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
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PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
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PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
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PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
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PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____
PROJECT: SEWAGE PUMP STATION DETAIL VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENT 210 OCEAN FRONT WALK VENICE BEACH, LOS ANGELES, CA 90009	DRAWING NO. _____ SHEET NO. _____ OF _____

**PARTIAL SINGLE LINE DIAGRAM**



**PARTIAL SINGLE LINE DIAGRAM KEYNOTES**

- 1. REPLACE THE EXISTING 100A FEEDER CIRCUIT BREAKER FOR THE RESTROOM WITH A NEW 200A CIRCUIT BREAKER THAT HAS THE SAME A.I.C. AS THE EXISTING BREAKERS.
- 2. EXISTING 3" CONDUIT WITH NEW #300MCM, 183 GND
- 3. 2 1/2" - 3600MCM, 183 GND
- 4. 3/4" - 182 CU TO BUILDING COLD WATER PIPE
- 5. 3/4" - 182 CU TO 5/8" DIA, 17 LONG CU CLAD STEEL DRIVEN GROUND ROD

**NEW PANEL: A**

LOCATION: MAIN ELECTRICAL ROOM  
 FEED FROM: EXISTING METER SERVICE SWITCHBOARD  
 MOUNTING: SURFACE  
 RISE ABOVE: NEMA 3P  
 VOLTAGE: 120/240 High  
 PHASES: 3  
 WIRING: 1  
 A.I.C. RATING: 10 KA  
 MAINS TYPE: MCO  
 MAINS RATING: 200 A  
 MCO RATING: 200 A

CMT	CIRCUIT BREAKER	LTO	REC	MBC	TRIP	A		D		TRIP	MBC	REC	LTO	CIRCUIT DESCRIPTION	CMT
						POLES	VA	POLES	VA						
1	200A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 200A MCO	1
2	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	2
3	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	3
4	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	4
5	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	5
6	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	6
7	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	7
8	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	8
9	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	9
10	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	10
11	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	11
12	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	12
13	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	13
14	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	14
15	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	15
16	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	16
17	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	17
18	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	18
19	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	19
20	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	20
21	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	21
22	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	22
23	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	23
24	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	24
25	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	25
26	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	26
27	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	27
28	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	28
29	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	29
30	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	30
31	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	31
32	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	32
33	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	33
34	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	34
35	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	35
36	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	36
37	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	37
38	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	38
39	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	39
40	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	40
41	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	41
42	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	42
43	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	43
44	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	44
45	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	45
46	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	46
47	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	47
48	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	48
49	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	49
50	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	50
51	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	51
52	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	52
53	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	53
54	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	54
55	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	55
56	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	56
57	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	57
58	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	58
59	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	59
60	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	60
61	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	61
62	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	62
63	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	63
64	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	64
65	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	65
66	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	66
67	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	67
68	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	68
69	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	69
70	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	70
71	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	71
72	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	72
73	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	73
74	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	74
75	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	75
76	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	76
77	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	77
78	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA	1	1	1	1	EXISTING 100A MCO	78
79	100A 2P MCO	1	1	1	1	2	1200 VA	2	1200 VA</						







**Electrical Power Distribution**  
 SHEET NO. 1 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 2 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 3 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 4 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 5 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 6 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 7 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 8 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 9 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**Electrical Power Distribution**  
 SHEET NO. 10 OF 1  
 PROJECT: VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
 DATE: 01/12/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**DESCRIPTION:**  
 OCEAN FRONT VEHICLE BEACH  
 LOS ANGELES, CA 90011

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014

**ENGINEERING**  
 CITY OF LOS ANGELES

**PROJECT:** VEHICLE BEACH HOSE AVENUE RESTROOM IMPROVEMENT  
**PROJECT TITLE:** TITLE 24 SHEETS INDOOR/OUTDOOR  
**NO.:** 310 DOCKWAY WALK & VEHICLE BEACH, LOS ANGELES, CA 90011

**DESIGNED BY:** SAHOO DESAI  
**CHECKED BY:** SAHOO DESAI  
**DATE:** 01/12/2014

**APPROVED BY:** SAHOO DESAI, AIA, P.E., ARCHITECT

**SCALE:** AS SHOWN

**DATE:** 01/12/2014

**PROJECT NO.:** MF-300450

**REGISTRATION NO.:** 121098

**EXPIRES:** 12/31/2014

**ISSUED FOR PERMIT:** 01/12/2014

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/12/2014







**BOARD REPORT**

**NO.** 17-099

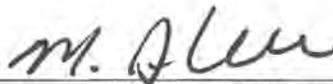
**DATE:** April 19, 2017

**C.D.** Various

**BOARD OF RECREATION AND PARKS COMMISSIONERS**

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

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

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

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

RECOMMENDATION

Accept the donations as noted in Exhibit 1 of this Report, and that the Board of Recreation and Park Commissioners provide appropriate recognition to the donors.

SUMMARY

The Department of Recreation and Parks (RAP) Recreation Services Branch has received donations in the total amount of cash and in-kind donations valued at a total of Forty-Four Thousand, Eight Hundred Forty-Eight Dollars and Thirty-Four Cents (\$44,848.34) from October 2016 to March 2017 as more fully set forth in Exhibit 1 of this Report. Metro Region received Thirty-Three Thousand, Nine Hundred Thirty-Five Dollars and Thirty-Five Cents (\$33,935.35); Valley Region received Nine Thousand, Seven Hundred Sixty-Three Dollars (\$9,763.00); and Pacific Region received One Thousand, One Hundred Fifty Dollars (\$1,150.00). These donations enhance programs directly to each community.

FISCAL IMPACT STATEMENT

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

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

LIST OF EXHIBIT(S)

- 1) Donations to Recreation Services Branch

<b>DONATIONS TO RECREATION SERVICES BRANCH</b>			
<b>DONOR</b>	<b>DONATION</b>	<b>AMOUNT</b>	<b>FACILITY - METRO REGION</b>
Ivy O. Li, D.D.S., Inc.	Halloween event	\$200.00	Alpine Recreation Center
R.L. Chiu and Associates	Halloween event	\$100.00	Alpine Recreation Center
Hing C. Hong, M.D.	Halloween event	\$300.00	Alpine Recreation Center
Ping On Pharmacy	Halloween event	\$100.00	Alpine Recreation Center
Hak Heng Sheng Jewlers	Halloween event	\$100.00	Alpine Recreation Center
Central City Optimist Club	Halloween event	\$600.00	Alpine Recreation Center
Rovio Animation Company	120 "Angry Birds" stationery sets, 150 "Angry Birds" eyebrows, 7 "Angry Birds" Lego sets, 4 "Angry Birds" Talking Plush Stuffed Animals; and, 72 assorted 7" "Angry Birds" Plush Characters	\$2,401.67	Bellevue Recreation Center
Toyota Motor Sales, USA, Incorporated	1 Step-N-Wash unit	\$504.95	Bellevue Recreation Center
Toyota Motor Sales, USA, Incorporated	National Public Lands Day	\$357.10	Bellevue Recreation Center
Ruth Mehringer	tall ladder and/or outdoor toddler picnic tables	\$500.00	Carlin G. Smith Recreation Center
ILD Picrow Streaming, LLC	event planning	\$250.00	Downey Recreation Center

L.A. Care Health Plan	sponsorship for Lotus Festival 2016	\$7,500.00	Echo Park Recreation Center
Diana Percival	Blu-Ray DVD Player	\$150.00	Echo Park Recreation Center
Michele Yi	1 47" flat screen Smart television	\$500.00	Echo Park Recreation Center
Yessica Santiago	1 42" flat-screen television	\$400.00	Echo Park Recreation Center
Boyle Heights Youth Football	Halloween event	\$250.00	Evergreen Recreation Center
L.A. United Futbol Academy	2 aluminum soccer goals	\$2,000.00	Hollywood Recreation Center
Debra Nichols	food items for soccer opening	\$20.14	Hoover Recreation Center
Kerry Acosta	Halloween event	\$50.00	Lemon Grove Recreation Center
Elida Chun	2 office chairs	\$50.00	Lemon Grove Recreation Center
Antoinette Alfaro	100 Mary Kay Satin Hand-Set Bags for Mother's Day Program	\$2,050.00	Lincoln Heights Senior Citizen Center
7-Eleven, Incorporated	100 7-Eleven coupons	\$500.00	Lincoln Park Recreation Center
Paddy Humphreys	various programs	\$250.00	Lou Costello Jr. Recreation center
Wilshire Warriors Pony Baseball League	Equipment, and scholarships for summer day camp, soccer, football, and basketball	\$7,099.52	Pan Pacific Recreation Center
Los Angeles Volleyball Organization	Volleyball Equipment	\$437.97	Pan Pacific Recreation Center
Kaiser Foundation Health Plan, Incorporated	90-Plus Senior Luncheon event	\$3,000.00	Rio De Los Angeles

Dina Zuvic	1 sofa and 1 love seat	\$1,000.00	Seoul International Recreation Center
Los Angeles Korean Festival Foundation	1 high-definition television	\$600.00	Seoul International Recreation Center
Cheryl K. Johnson	special events	\$100.00	South Seas House
Vidal Herrera	supplies and equipment	\$1,500.00	Summer Lunch Program
Sarah Tulien	sports scholarships	\$104.00	Toberman Recreation Center
The Reserve Creative Group, LLC	1 Microsoft Xbox One console, 3 console controllers, 1 Guitar Hero guitar controller, 1Xbox Kinnect Sensor Bar,and 6 video games	\$960.00	Toberman Recreation Center
	Total:	\$33,935.35	

<b>DONATIONS TO RECREATION SERVICES BRANCH</b>			
<b>DONOR</b>	<b>DONATION</b>	<b>AMOUNT</b>	<b>FACILITY - VALLEY REGION</b>
LA Parks Foundation	for Halloween event	\$1,000.00	Andres and Maria Cardenas RC
R.L. Chiu and Associates	15 cases of 24 count water bottles	\$50.00	Barry Sanders Sports Field
Target Corporation	Target gift card	\$50.00	Barry Sanders Sports Field
Costco Wholesale Corporation	candy and store credit	\$75.00	Barry Sanders Sports Field
The Home Depot, Incorporated	wood and paint	\$200.00	Barry Sanders Sports Field
Glodean White	for Halloween event	\$300.00	Lanark Recreation Center
Superior Pavers, Incorporated	for Halloween event	\$100.00	Lanark Recreation Center
Anonymous donor	for Halloween event	\$138.00	Mason Recreation Center
Kaori Tanegashima	2 tennis rackets, 4 ping pong rackets, and 30 ping pong balls	\$50.00	Rustic Canyon Recreation Center
Studio City Residents Association	for Winter Family Festival	\$3,500.00	Studio City Recreation Center
Harvard-Westlake School	for Halloween event	\$2,500.00	Studio City Recreation Center
Navy Street Productions, LLC	for recreation center use	\$500.00	Sun Valley Recreation Center
Luke Vella	for senior center programs	\$300.00	Sunland Recreation Center
LA Parks Foundation	for holiday activities	\$500.00	Sylmar Recreation Center
Morgan Patterson	for teen program use	\$500.00	Valley Plaza Recreation Center
	Total:	\$9,763.00	

<b>DONATIONS TO RECREATION SERVICES BRANCH</b>			
<b>DONOR</b>	<b>DONATION</b>	<b>AMOUNT</b>	<b>FACILITY - PACIFIC REGION</b>
Allstate Damaris Lopez Agency	For Sports Program	\$1,000.00	Rancho Cienega
Sammy Watson	Pancake breakfast for baseball opening day	\$100.00	Van Ness Recreation Center
TOPS CA #489	Spring Egg Hunt & Activity Event	\$50.00	Peck Park Recreation Center
	Total:	\$1,150.00	



BOARD REPORT

PG. 2 NO. 17-100

SUMMARY

The Project is located at 18650 Devonshire Street, Northridge, California 91324, which is part of the estate previously owned by actress Barbara Stanwyck and, later, comedian Jack Oakie. The Project submitted for approval herein consists of the development of a community park, walking trails and children's play area within the grounds of the estate. Site grading, irrigation, staging area, driveway apron, landscaping, hydro-seeding, park furniture, and an outdoor classroom are also part of the Project scope. Once the Project is complete, the new community park will serve the Reseda, Northridge and Chatsworth communities, all located within the Twelfth Council District (CD 12) and nearby to the Project site. This is a Proposition K – L.A. for Kid's Program (Prop K) 8th Cycle Competitive Grant project.

As required by Proposition K, three Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted on September 19, 2013; November 7, 2013; and December 12, 2013; respectively, with participation from the community. The LVNOC and CD 12 Office are in full support of the Project.

The Department of Public Works, Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications, and obtained all the necessary approvals for the Project. BOE will also be providing the construction management services on the construction of these improvements. The City Engineer's estimate for the construction work is Eight Hundred Sixty Thousand Dollars (\$860,000.00).

It should be noted that a master plan to renovate the existing historic residence, at the Oakridge Estate is being developed with different funding sources and will be designed and constructed separately.

In March 2015, the Proposition K Steering Committee awarded construction funds to the Department of Recreation and Parks (RAP). The Project will be bid to RAP's list of pre-qualified on-call contractors.

Funding for this Project is available from the following funds and accounts:

FUNDING SOURCE	FUND/DEPT./ACCT. NO.
Proposition K Fiscal Year - 19	43K/10/10KM18
Proposition K Fiscal Year - 18	43K/10/10LM18

TREES AND SHADE:

One hundred one (101) trees will be planted as part of this Project, and will primarily focus on shading the picnic areas, children's play area, and walking path. The trees will also be used as a landscape buffer between the residential area to the south of the Project site. The tree palate consists of Toyon, Goldenrain, Flax Leaf Paper Bark, Italian Stone Pine, Valley Oak and Interior Live Oak. All trees being planted are drought tolerant and resistant to the Polyphagous Shot Hole Borer which has been infecting trees in Southern California. The Toyon and Oak trees are native

## BOARD REPORT

PG. 3 NO. 17-100

to California. It should be noted that no trees will be removed, and that the Project will comply with RAP's Tree Protection Policy.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of construction of new accessory (appurtenant) structures including fences, play equipment, retaining walls, drinking fountains, restrooms, and walks, of minor grading and of tree planting and landscaping. Therefore, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6), Class 4(1, 3), and Class 11(3) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

There is no immediate fiscal impact to RAP's General Fund at this time.

This Report was prepared by Rebecca Abano, 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, Maintenance and Construction Branch.

### LIST OF ATTACHMENT(S)

- 1) Final Project Plans















50' 25' 0' 50' 100' 150'

SCALE IN FEET  
SCALE: 1"=50'  
CONTOUR INTERVAL IS 1'

**LEGEND ABBREVIATIONS**

AC	ASPHALT CONCRETE
CL	CONTROL LINE
CB	CATCH BASIN
CD	CURB DRAIN
CONC	CONCRETE
CP	CORNER POINT
DRY	DRIVEWAY
FD	FOUND
F	IRON PIPE
IAT	LEAD AND TAG
LEAD	LEAD AND TAG
PL	PROPERTY LINE
PA	PLASTER AREA
SAW	SAWS AND WASHES
SM-M	SPAWN MAINTENANCE HOLE MONUMENT
SPM	SPRINK
SDM	STANDARD SURVEY DIRM MONUMENT
SSM	STANDARD SURVEY MONUMENT

**LEGEND LINE TYPE**

STREET CONTROL LINE	_____
WALL	=====
SIDE WALK	=====
DRIVEWAYS	=====
CURB	=====
FLOOR LINE	=====
CONCRETE GUTTER	=====
EDGE OF CONCRETE	=====
EDGE OF PAVEMENT	=====
TOP	=====
TICK	=====
GRADE CHANGE	=====
CITY DISTRICT MARK	=====
PROPERTY LINES	=====
EASEMENT LINE	=====

**NOTES:**

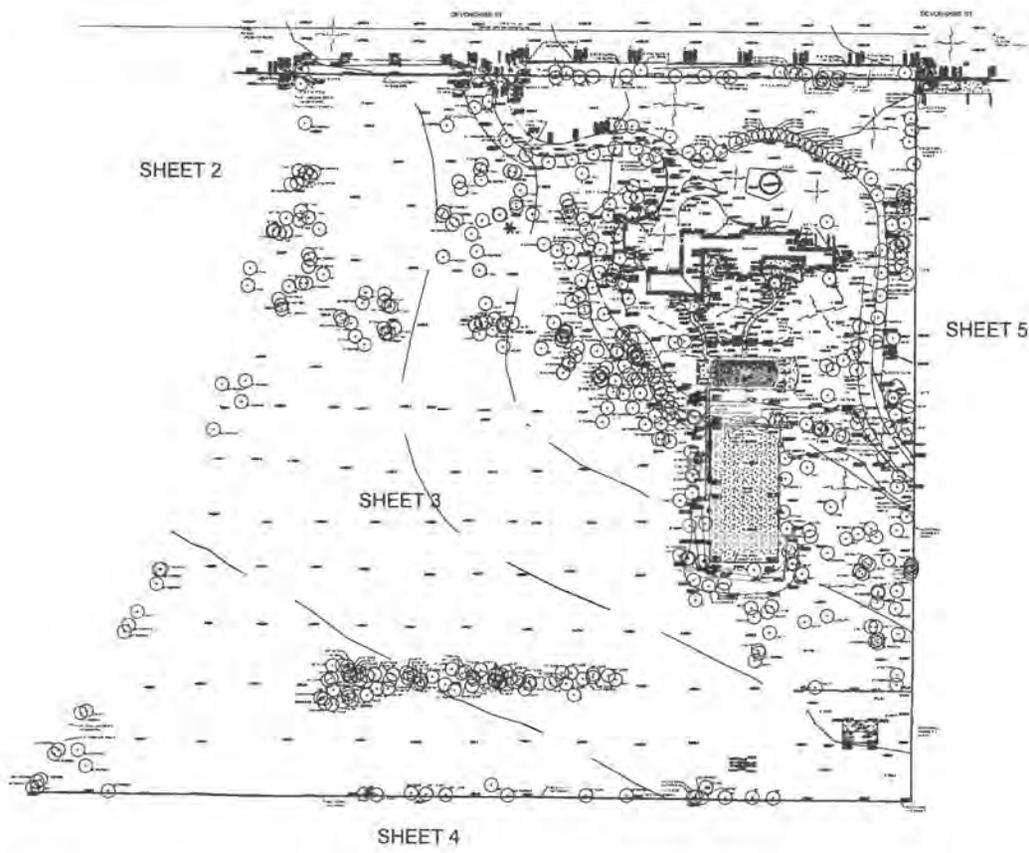
**STREET RIGHT OF WAY:**  
STREET RIGHT OF WAY ON THIS MAP WERE LOCATED BY FIELD SURVEY BY RETRACING OF CITY ENGINEER FIELD BOOKS AS REFERENCED HEREON.

**PUBLIC PLACEMENTS:**  
PUBLIC PLACEMENTS AS SHOWN ON CITY CADASTRAL MAPS ARE THE ONLY ELEMENTS SHOWN ON THIS MAP. SAID PLACEMENTS WERE IMPORTED FROM ELECTRONIC CADASTRAL MAP 2048 (2) AND ARE A GRAPHIC REPRESENTATION OF THE APPROXIMATE LOCATION OF SAID LINES.

**LOT LINES:**  
LOT LINES WERE NOT ESTABLISHED BY THIS SURVEY. 3/4" CH LINES WERE IMPORTED FROM ELECTRONIC CADASTRAL MAP 2048 (2) AND ARE A GRAPHIC REPRESENTATION OF THE APPROXIMATE LOCATION OF SAID LINES.

**LEGEND**

●	POWER MAINTENANCE HOLE	⊗	LIGHT STANDARD
○	FULLBORN	—	SEIN
■	WATER METER	○	FIRE HYDRANT
□	WATER VALVE	○	GUARD POST
■	INSULATION CTRL BOX	○	POWER POLE
●	SPRINKLER	—	OUTWIRE
■	CONCRETE	○	TREE
		✳	PALM TREE
		○	SPUR



**CITY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC WORKS**

**GARY LEE MOORE, P.E.**  
SURVEY ENGINEER

**ENGINEERING**  
CITY OF LOS ANGELES

**RP 300090**

**L101**

**17**      **44**

**1850 DEVONSHIRE STREET**  
NORTHridge, CA 91324

**170184**

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

**PROJECT:** \_\_\_\_\_

**SCALE:** \_\_\_\_\_

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

**PROJECT:** \_\_\_\_\_

**SCALE:** \_\_\_\_\_

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

**PROJECT:** \_\_\_\_\_

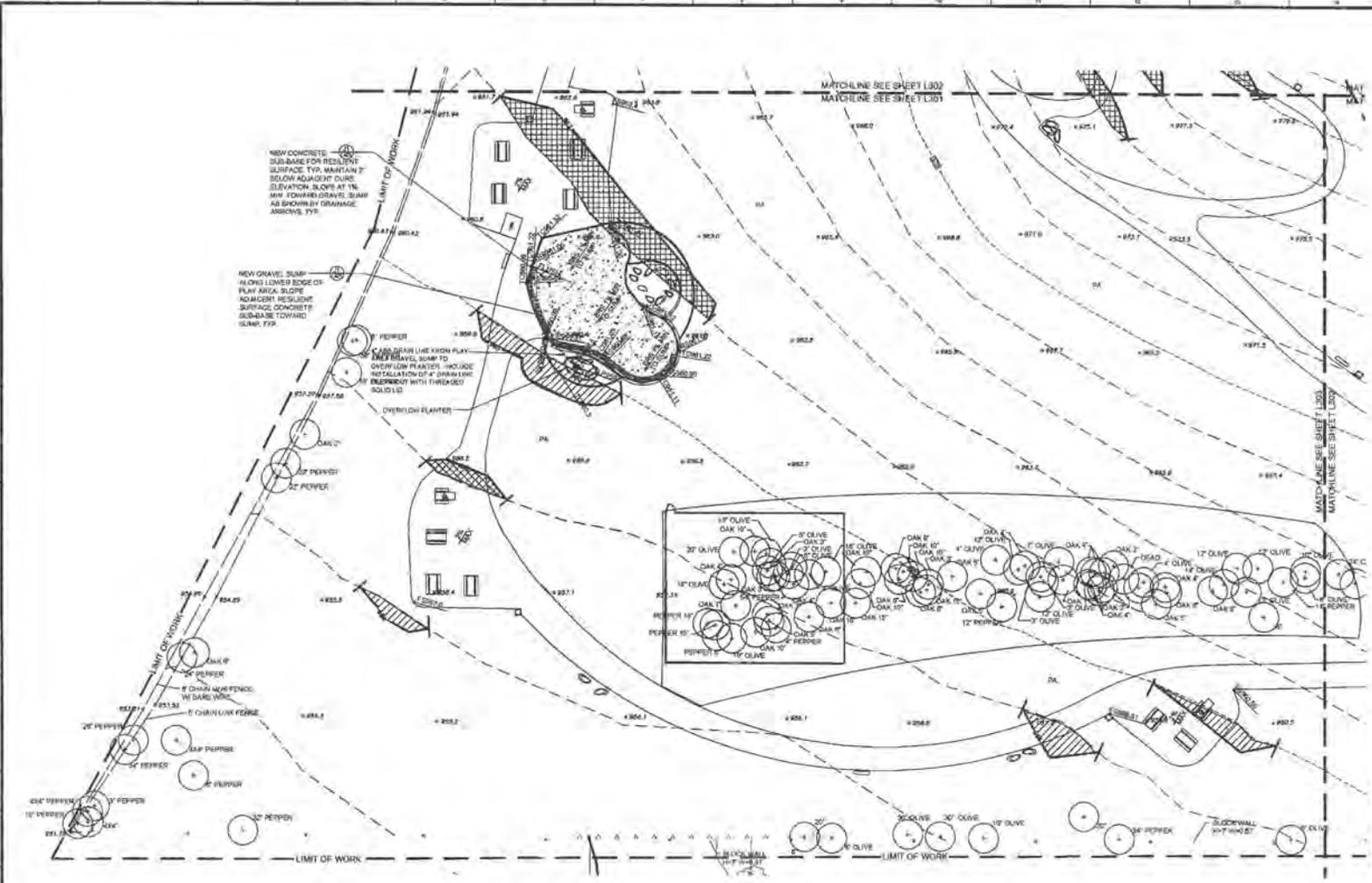
**SCALE:** \_\_\_\_\_



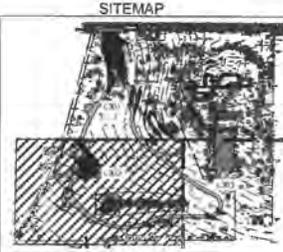




THE CITY OF LOS ANGELES HAS REVIEWED THIS DOCUMENT FOR CONFORMANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC RESOURCES AGENCY ACTING AS AN ELECTRONIC COPY OF A HARD COPY.



1. ALL GRADING SLOPES SHALL BE PLANTED AND SPRINKLERED. (7012.1)
2. STANDARD 12-INCH-HIGH BERM IS REQUIRED AT TOP OF ALL GRADED SLOPES. (7013.3)
3. NO FILL TO BE PLACED, UNTIL THE CITY GRADING INSPECTOR HAS INSPECTED AND APPROVED THE BOTTOM EXCAVATION.
4. MAN-MADE FILL SHALL BE COMPACTED TO A MINIMUM RELATIVE COMPACTION OF 90% MAX. DRY DENSITY WITHIN 40 FEET BELOW FINISH GRADE AND 93% OF MAX. DRY DENSITY DEEPER THAN 40 FEET BELOW FINISH GRADE, UNLESS A LOWER RELATIVE COMPACTION (NOT LESS THAN 90% OF MAX. DRY DENSITY) IS JUSTIFIED BY THE SOILS ENGINEER.
5. TEMPORARY EROSION CONTROL TO BE INSTALLED BETWEEN OCTOBER 1 AND APRIL 15. OBTAIN GRADING INSPECTOR'S AND DEPARTMENT OF PUBLIC WORKS APPROVAL OF PROPOSED PROCEDURES. (>200CY) (7007.1)

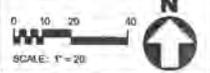


**NOTE:**  
 ALL TREES ON SITE SHALL BE PROTECTED. SEE TREE PROTECTION GUIDELINES SHEET L301 AND TREE PROTECTION PLAN L301.  
 CONTRACTOR MUST ARIE A RECREATION AND PARKS-APPROVED ISA ARBORIST TO OBSERVE FENCING WITHIN THE DMPLINE OF TREES.  
 DURING ALL DEMOLITION AND CONSTRUCTION, PROTECT ALL PORTS. DO NOT USE A BACKHOE WHERE THERE IS A POSSIBILITY OF DAMAGING ROOTS.

- GRADING NOTES**
1. ALL ELEVATIONS ARE BASED ON L.A. CITY DEPT. OF ENGINEERING SURVEY DATED 10/24/13.
  2. SEE SURVEY SHEET L101, INCLUDED IN THIS PACKAGE, FOR ADDITIONAL GRADES AND SURVEY INFORMATION NOT REFLECTED ON THIS SHEET.
  3. CONTOUR INTERVAL IS SHOWN AT TWO FEET UNLESS OTHERWISE INDICATED.
  4. ANY DISCREPANCIES BETWEEN THE GRADES SHOWN ON THESE PLANS AND SITE CONDITIONS THAT AFFECT THE PROJECT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE PROJECT MANAGER.
  5. THERE ARE NO SLOPES GREATER THAN 2:1



**NOTE:**  
 PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH RECREATION AND PARKS, JEREMY THOMAS 916 796-8189, TO LOCATE AND DELINEATE THE CONSTRUCTION STAGING AREA AFTER COMPLETION OF WORK. THE STAGING AREA SHALL BE RESTORED BY CONTRACTOR, TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.



**GRADING KEY**

- 878.2 EXISTING SPOT ELEVATION
- PROPOSED CONTOUR LINE
- FE FINISH SURFACE
- RS FINISH GRADE
- BSG BOTTOM OF RESILIENT SURFACE
- TC TOP OF CURB
- TO TOP OF GRATE
- TSP TOP OF SLUMP
- YW TOP OF WALL
- CB GATCH BASIN
- LP LOW POINT
- FLOW LINE
- THRU FLUSH WITH ADJACENT HANDScape
- EXISTING TREE. SEE TREE PROTECTION GUIDELINES SHEET L301 AND TREE PROTECTION PLAN SHEETS L306 & L309
- GRADE BREAK
- ▨ AREA OF CUT
- ▩ AREA OF FILL

**BUREAU OF ENGINEERING**

**ENGINEERING**  
CITY OF LOS ANGELES

**DEPARTMENT OF PUBLIC WORKS**

**CITY OF LOS ANGELES**

DATE: 11-14-18  
 LANSBURG ARCHITECT: JAMES W. WEAVER, AIA, UC, INC. 488  
 DRAWN BY: ANTHONY W. WEAVER, AIA  
 CHECKED BY: W. J. ANTHONY  
 APPROVED BY: MANUEL RODRIGUEZ, MS, PE, CIVIL ENGINEER

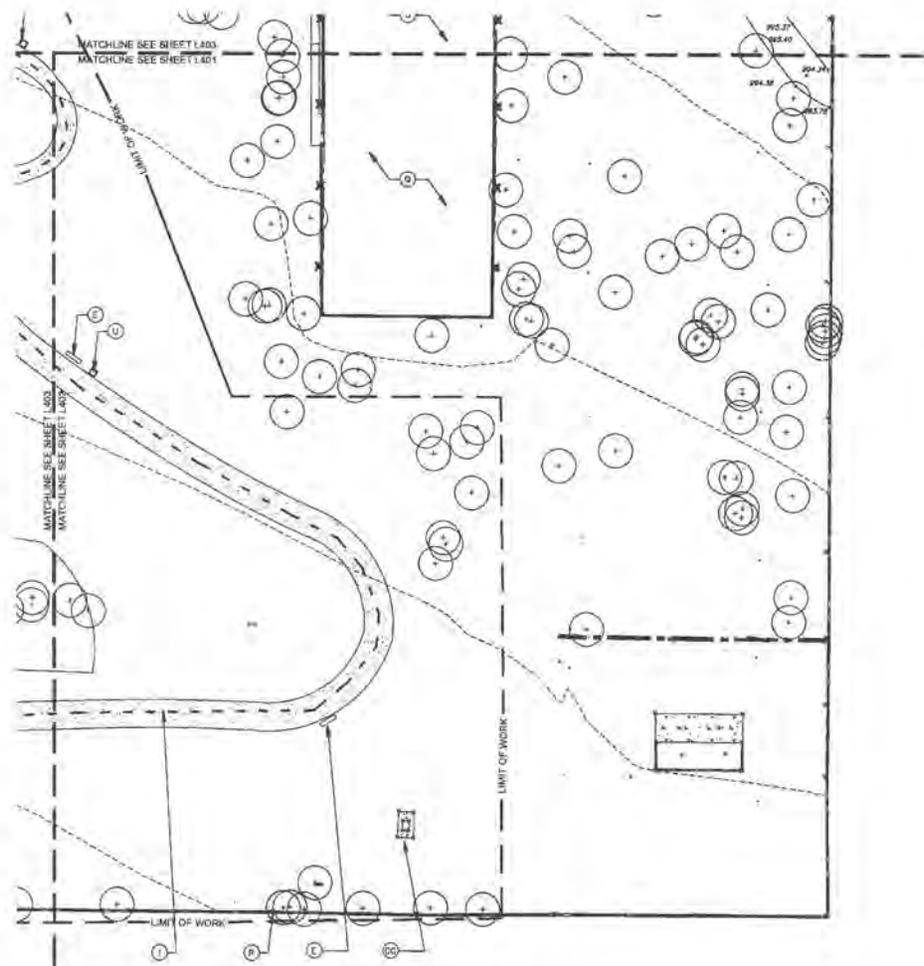
PROJECT NO.: RP 300090  
 SHEET NO.: 19 OF 24

SHEET TITLE: GRADING PLAN  
 PROJECT: CHAMBERLAIN ESTATE - PARK, WALKING TRAILS AND CHILDRENS PLAY AREA  
 ADDRESS: 19450 DEVONSHIRE STREET, NORTHBRIDGE, CA 91324

WORK ORDER NO.: E170184  
 DRAWING NO.: L302  
 SHEET: 64



THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING  
 1415 SOUTH BRUNNEN STREET, LOS ANGELES, CALIFORNIA 90007  
 213-229-3100  
 WWW.LAPUBLICWORKS.COM



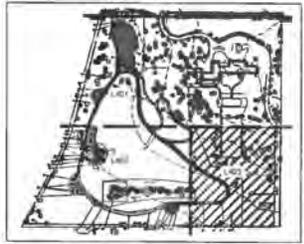
--- ACCESSIBLE PATH OF TRAVEL,  
 MAXIMUM 5% SLOPE AND MINIMUM 4' WIDTH.

**NOTE:**  
 ALL TREES ON SITE SHALL BE PROTECTED. SEE TREE PROTECTION GUIDELINES SHEET L401 AND TREE PROTECT ON PLAN LINE WHERE D.G. LIES WITHIN TREE PROTECTION ZONE. INSTALL ON GRADE AND WEATHER ADJACENT SOIL TO MEET FINISH GRADE.  
 CONTRACTOR MUST HIRE A RECREATION AND PARKS-APPROVED ISA AIRBORNE TO OBSERVE TRENCHING WITHIN THE ORBITAL OF TREES DURING ALL DEMOLITION AND CONSTRUCTION. PROTECT ALL ROOTS. DO NOT USE A BACKHOE WHERE THERE IS A POSSIBILITY OF DAMAGING ROOTS.

**KEY**

- (A) INSTALL NEW ENTRY DRIVEWAY PER STANDARD PLAN S-400-4, CASE 2.
- (B) INSTALL NEW AGGREGATE STAGING AREA. SEE SHEET L404, DETAIL E0.
- (C) INSTALL NEW CONCRETE PAVING, NATURAL GRAY COLOR, MEDIUM BROOM FINISH. SEE SHEET L404, DETAILS E13 & J13.
- (D) INSTALL 2 NEW ACCESSIBLE CONCRETE PARKING STALLS. SEE SHEET L406, DETAILS E5, E9, J1, J6 & J13.
- (E) PROVIDE AND INSTALL OFFROAD BENCH FROM LANDSCAPE STRUCTURES, MODEL# 173595, OR EQUAL, SHEET L407, DETAIL E13.
- (F) PROVIDE AND INSTALL NEW CONCRETE PICNIC TABLE (TOTAL), SHEET L404, DETAIL J1.
- (G) PROVIDE AND INSTALL NEW CONCRETE ADA PICNIC TABLE (TOTAL), SHEET L404, DETAILS E1 & J1.
- (H) PROVIDE AND INSTALL NEW LOOP-STYLE BIKE RACK, SHEET L404, DETAIL J5.
- (I) INSTALL NEW D.G. SURFACE AND BASE FOR PATHWAY AND/OR GATHERING AREA, SHEET L404, DETAILS J9 & E5.
- (J) REPAIR 20' OF DAMAGED BLOCK WALL. SHEET L407, DETAIL J15.
- (K) ADVENTURE PLAY AREA. SEE SHEET L406 FOR PLAY EQUIPMENT ITEMS AND SHEET L504 FOR EQUIPMENT LAYOUT.
- (L) INSTALL NEW RESILIENT SURFACING WITH CONCRETE SUB-BASE, SHEET L405, DETAIL J1 AND L405 SURFACING LAYOUT.
- (M) PROVIDE AND INSTALL BOULDER SEATING, SHEET L404, DETAIL A13.
- (N) CONSTRUCT TIERED SEATING AREA. PROVIDE AND INSTALL SEATING BOULDERS AND PRECAST CONCRETE LOG BENCHES. SEE SECTION ON SHEET L301.
- (O) EXISTING ENTRY DRIVE TO HOUSE, OUTSIDE LIMIT OF WORK. PROTECT IN PLACE.
- (P) EXISTING STONE ENTRY WALL, PLASTERS AND GATE OUTSIDE LIMIT OF WORK. PROTECT IN PLACE.
- (Q) EXISTING HISTORIC HOME, TENNIS COURT AND POOL OUTSIDE LIMIT OF WORK. ALL SHALL REMAIN AND BE PROTECTED.
- (R) EXISTING BLOCK WALL. PROTECT IN PLACE.
- (S) EXISTING COUNTY PERIMETER CHAINLINK FENCE. PROTECT IN PLACE.
- (T) EXISTING CITY PERIMETER CHAINLINK FENCE. PROTECT IN PLACE.
- (U) PROVIDE AND INSTALL TRASH RECEPTACLE (7 TOTAL), SHEET L405, DETAIL A13.
- (V) PROVIDE AND INSTALL DOUBLE RIND GATE 20' INTO PARK FROM PROPERTY LINE. SHEET L406, DETAIL A1.
- (W) PROVIDE AND INSTALL NEW MURDOCK DRINKING FOUNTAIN, SHEET L404, DETAIL A1.
- (X) CONSTRUCT PLASTIC WOOD 2-HAIL FENCE. SHEET L405, DETAIL J0.
- (Y) CONSTRUCT 4'x8' ADA WHEELCHAIR AREA (2) AT OUTDOOR CLASSROOM.
- (Z) PROVIDE AND INSTALL SINGLE LEAF RIND VEHICULAR GATE. SHEET L407, DETAIL J1.
- (AA) PROVIDE AND INSTALL TELEPHONE POLE BARRIER. SHEET L406, DETAIL A13.
- (BB) PROVIDE AND INSTALL NEW RAP PARK SIGN, SHEET L405, DETAIL E1.
- (CC) PROVIDE AND INSTALL CONSTRUCTION SIGN, SHEET L405, DETAIL A1.
- (DD) CONSTRUCT RUMP, OVERFLOW PIPE AND CLEANOUT AT LOWER EDGE OF RESILIENT SURFACE SUB-BASE. SEE GRADING L302 AND SHEET L405, DETAIL J1.
- (EE) CONSTRUCT CONCRETE MOW STRIP, SHEET L405, DETAIL J5.
- (FF) PROVIDE AND INSTALL 4' OMEGA FENCE AND GATE. SHEET L407, DETAIL E1.
- (GG) EXISTING CONCRETE SLAB. PROTECT IN PLACE.

**SITEMAP**



**NOTE:**  
 PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH RECREATION AND PARKS, JEREMY THOMAS 818 750-8169, TO LOCATE AND DELINEATE THE CONSTRUCTION STAGING AREA. AFTER COMPLETION OF WORK, THE STAGING AREA SHALL BE RESTORED BY CONTRACTOR, TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.

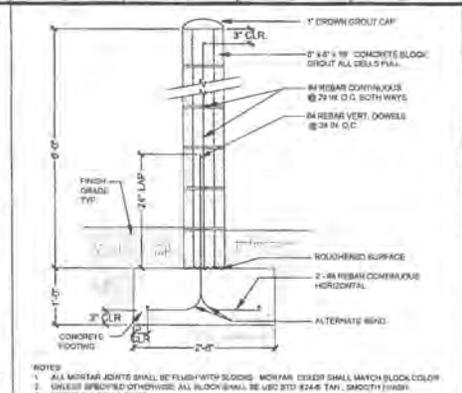
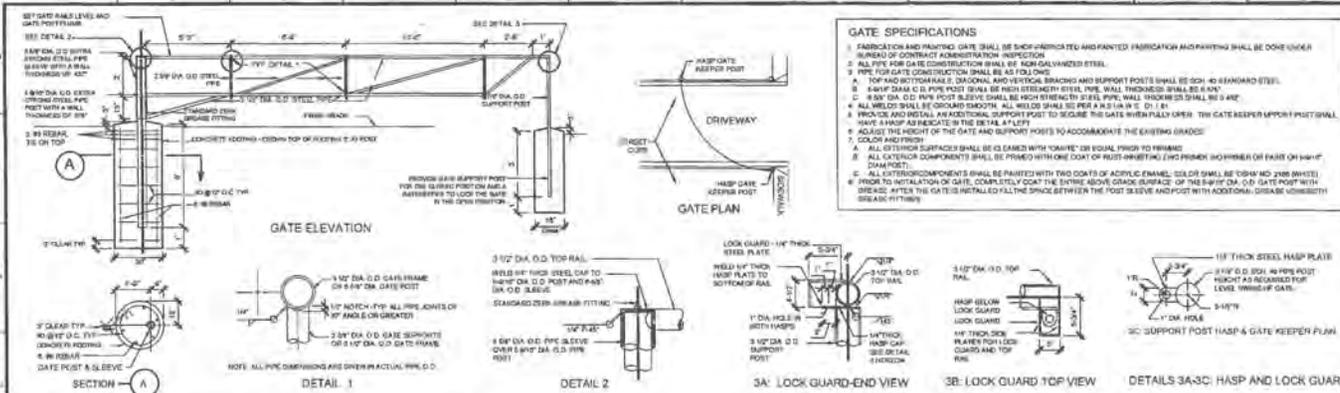


**BUREAU OF ENGINEERING**  
 DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 BUILDING NO. \_\_\_\_\_  
 INDEX NO. **RP 300090**

**DEPARTMENT OF PUBLIC WORKS**  
 COUNTY ENGINEER: **DARYL LEE MOORE, P.E. ENV SP**  
 ARCHITECTURAL DIVISION  
 LANDSCAPE ARCHITECT: **JOHN WALKER, AIA, LSC, CDE**  
 EXHIBITED BY: **ADRIAN W. WEAVER, AIA**  
 DRAWN BY: **ADRIAN W. WEAVER, AIA**  
 CHECKED BY: **BOB JOHNSON**  
 APPROVED BY: **LANDSCAPE ARCHITECT, ADRIAN WEAVER, ARCHITECTURE**

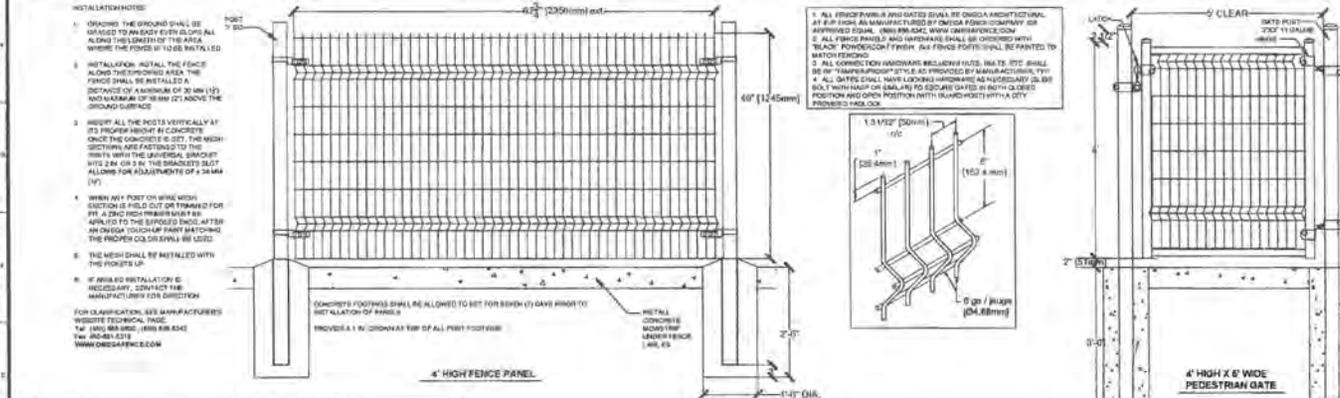
**CITY OF LOS ANGELES**  
 COUNTY REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT  
 PROJECT: **CANTRIDGE ESTATE - PARK, WALKING TRAILS AND CHILDREN'S PLAY AREA**  
 ADDRESS: **10850 DEVONSHIRE STREET NORTHridge, CA 91324**  
 WORK SHEET NO. **E170184**  
 SHEET **23** OF **44** SHEETS  
**L403**



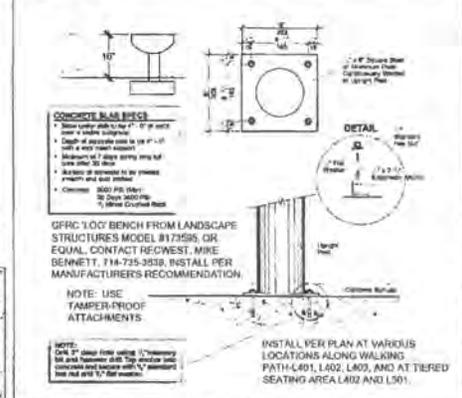


J1	SINGLE-LEAF VEHICULAR RINO GATE
N.T.S.	

J13	CONCRETE BLOCK WALL (FREESTANDING)
N.T.S.	REF:R10



E1	4' OMEGA FENCE AND GATE AT PEPPER TREE
N.T.S.	



E13	1.00' BENCH SURFACE-MOUNT INSTALLATION
N.T.S.	

**BUREAU OF ENGINEERING**

CITY OF LOS ANGELES

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

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

PROJECT NO.: \_\_\_\_\_

BUILDING NO.: \_\_\_\_\_

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

RP 300090

**DEPARTMENT OF PUBLIC WORKS**

CITY ENGINEER

GARY LEE MOORE, P.E., ENV. SP. REGISTERED PROFESSIONAL ENGINEER

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

PROJECT NO.: \_\_\_\_\_

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

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

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

**CITY OF LOS ANGELES**

WORK SHEET NO. E170154

PROJECT TITLE: CONSTRUCTION DETAILS

PROJECT LOCATION: GARDENS EAST - PARK, WALKING TRAILS AND CHILDREN'S PLAY AREA

NOVEMBER 18, 2020 DEVONSHIRE STREET NORTH RIDGE, CA 91324

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

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

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

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

WORK SHEET NO. E170154

PROJECT TITLE: CONSTRUCTION DETAILS

PROJECT LOCATION: GARDENS EAST - PARK, WALKING TRAILS AND CHILDREN'S PLAY AREA

NOVEMBER 18, 2020 DEVONSHIRE STREET NORTH RIDGE, CA 91324

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

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

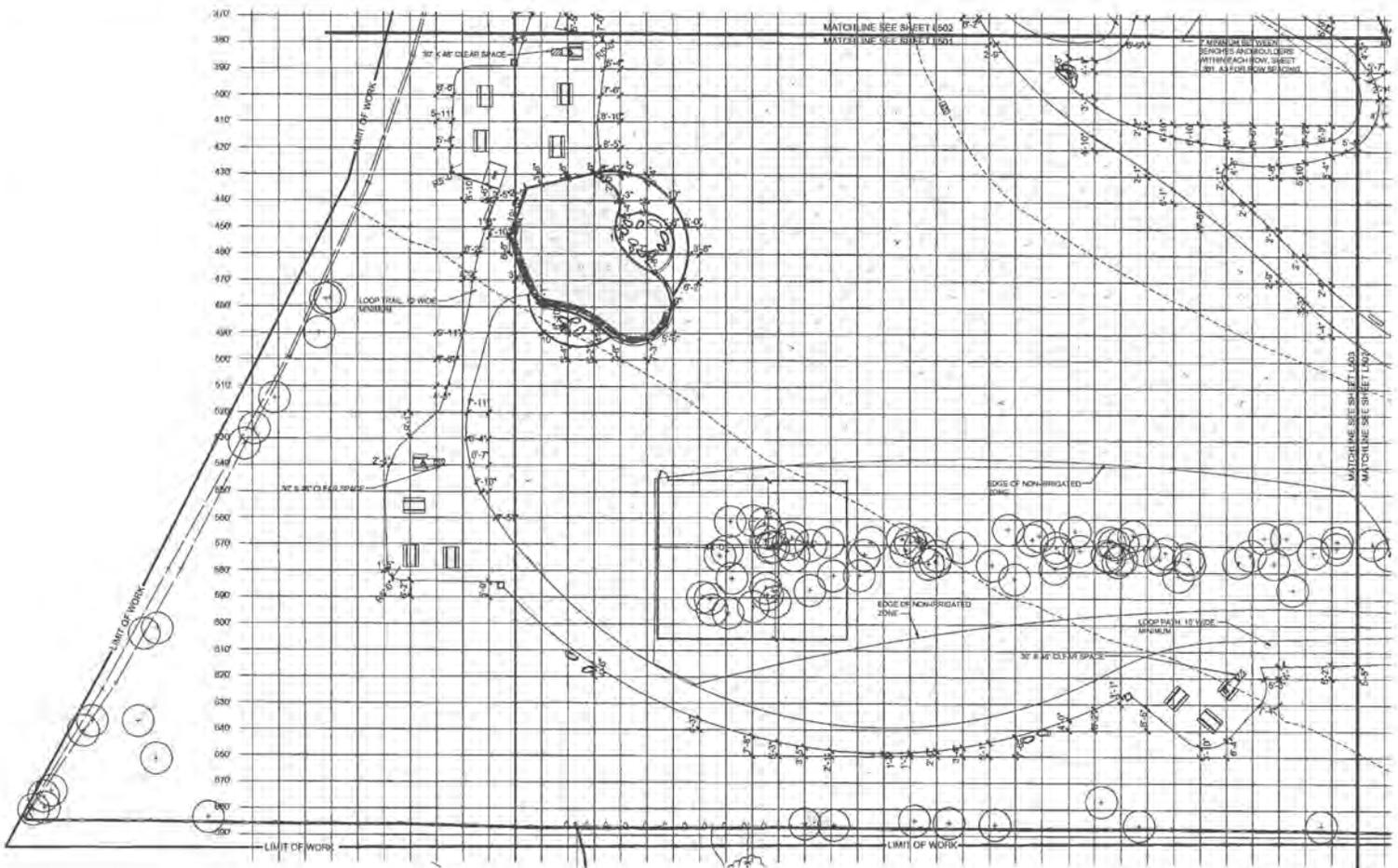
CHECKED BY: \_\_\_\_\_

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

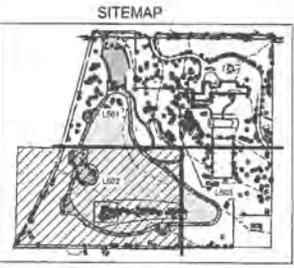




THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS AND ENGINEERING HAS REVIEWED THIS PLAN FOR CONFORMANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE PROTECTION OF PUBLIC UTILITIES. THIS REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS AND ENGINEERING IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT OR FOR ANY DAMAGE TO THE PUBLIC UTILITIES OR TO THE PROPERTY OF ANY PARTY.



**NOTE:**  
 ALL TREES ON SITE SHALL BE PROTECTED. SEE TREE PROTECTION GUIDELINES SHEET L401 AND TREE PROTECTION PLAN L03.  
 CONTRACTOR MUST HIRE A RECREATION AND PARKS-APPROVED ISA ARBORIST TO OBSERVE TRENCHING WITHIN THE DRILLING OF TREES.  
 DURING ALL DEMOLITION AND CONSTRUCTION, PROTECT ALL ROOTS. DO NOT USE A BACKHOE WHERE THERE IS A POSSIBILITY OF DAMAGING ROOTS.



**NOTE:**  
 PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH RECREATION AND PARKS, JEREMY THOMAS 818 756-8188, TO LOCATE AND DELINEATE THE CONSTRUCTION STAGING AREA. AFTER COMPLETION OF WORK, THE STAGING AREA SHALL BE RESTORED, BY CONTRACTOR, TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.

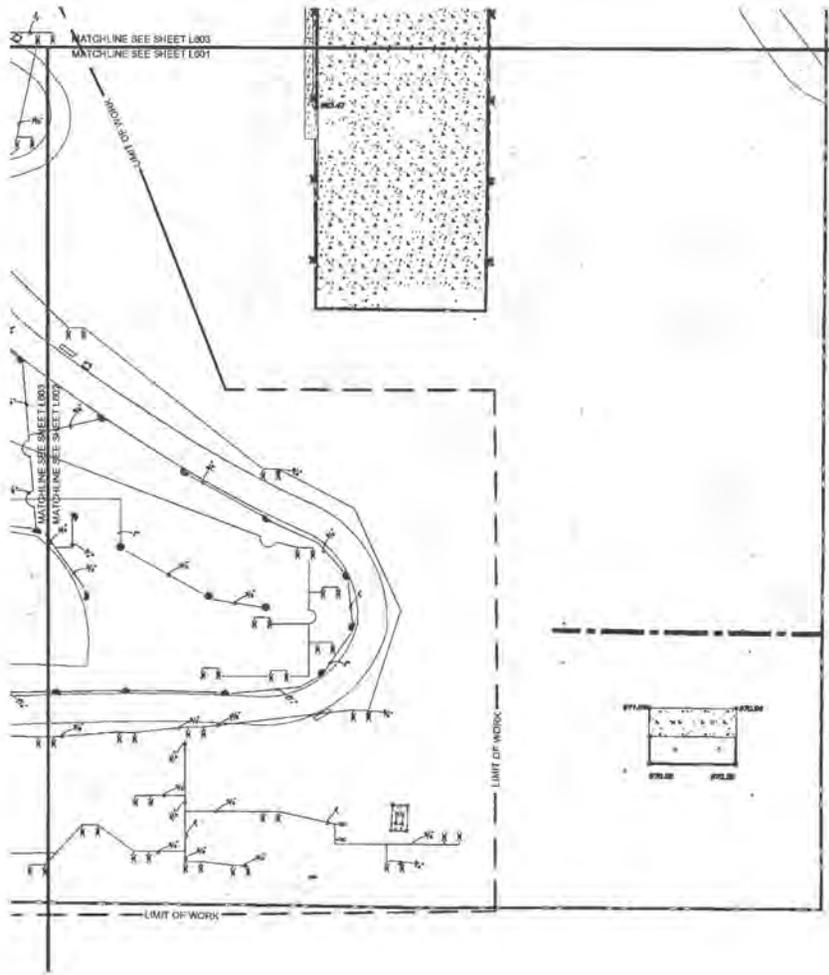


<b>CITY OF LOS ANGELES</b>		<b>DEPARTMENT OF PUBLIC WORKS</b>		<b>BUREAU OF ENGINEERING</b>	
<b>ENGINEERING</b>		<b>ENGINEERING</b>		<b>ENGINEERING</b>	
<b>CITY OF LOS ANGELES</b>		<b>CITY OF LOS ANGELES</b>		<b>CITY OF LOS ANGELES</b>	
<b>PROJECT TITLE: LAYOUT PLAN</b>		<b>PROJECT: CARRIDGE ESTATE - PARK, WALKING TRAIL AND CHILDREN'S PLAY AREA</b>		<b>ADDRESS: 1800 DEVONSHIRE STREET, NORTHRIDGE, CA 91324</b>	
<b>DESIGNED BY: JERRY THOMAS, P.E.</b>		<b>CHECKED BY: JERRY THOMAS, P.E.</b>		<b>APPROVED BY: JERRY THOMAS, P.E.</b>	
<b>DATE: 11/11/11</b>		<b>DATE: 11/11/11</b>		<b>DATE: 11/11/11</b>	
<b>SCALE: 1" = 20'</b>		<b>SCALE: 1" = 20'</b>		<b>SCALE: 1" = 20'</b>	
<b>SHEET 31</b>		<b>SHEET 31</b>		<b>SHEET 31</b>	
<b>INDEX NO. RP 300090</b>		<b>INDEX NO. RP 300090</b>		<b>INDEX NO. RP 300090</b>	
<b>CONTRACT NO. E170184</b>		<b>CONTRACT NO. E170184</b>		<b>CONTRACT NO. E170184</b>	





THE CITY OF LOS ANGELES ENGINEERING DEPARTMENT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF SURVEY INFORMATION OR THE QUALITY OF THE DATA SHOWN.



**NOTE:**  
 ALL TREES ON SITE SHALL BE PROTECTED. SEE TREE PROTECTION GUIDELINES SHEET L011 AND TREE PROTECTION PLAN L06.  
 CONTRACTOR MUST HIRE A RECREATION AND PARKS APPROVED ANCHOR TO OBSERVE TREACHING WITHIN THE LIMITS OF TREES.  
 DURING ALL DEMOLITION AND CONSTRUCTION, PROTECT ALL ROOTS. DO NOT USE A BACKHOE WHERE THERE IS A POSSIBILITY OF DAMAGING ROOTS.

MANUFACTURER AND MODEL	SYMBOL	DEPTH	P.S.I.	ORIF. SIZE	ORIF. CHANGE	G.P.M.	PROPR. RATE
TORO TRODT-HR-30 FULL CIRCLE HIGH POP ROTOR	⊙	40	30	30	2.7	.31	
TORO TRODT-HR-30 PART CIRCLE HIGH POP ROTOR	⊙	40	30	30	2.7	.31	
WARRIOR WRS-400-1402 TRIZ BURBLER ASSEMBLY	X	30	-	-	0.50	-	
RAMBRO TR12-12 VAV	⊙	30	12	31	2.34	1.82	
RAMBRO TR12-18 VAV	⊙	30	15	22	3.17	1.82	

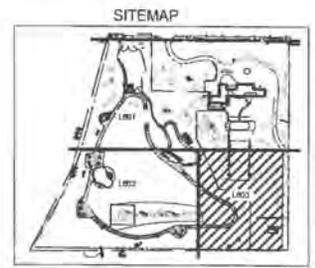
ALL IRRIGATION HEADS SHALL HAVE HUNTER CHECK VALVES(CV) INSTALLED BELOW EACH HEAD.

EQUIPMENT	SYMBOL	DESCRIPTION
NEW 3" METER	M	PROVIDE NEW SERVICE FOR IRRIGATION WATER
NEW 1-1/2" IRRIGATION BACKFLOW DEVICE	⊖	
NEW 1-1/2" DOMESTIC BACKFLOW DEVICE	⊖	
RAMBRO CWPV COUPLER 3/4"	⊙	E13/LR04
RAMBRO VALVE BOX MODEL VB-TROD-H	⊙	40.5/3/USA
TORO CONTROL VALVE 200 SERIES-W	⊙	40.5/3/USA
RAMBRO VALVE BOX MODEL VB-STD-H	⊙	E13/LR04
WOOD GATE VALVE P-315-WR LINE SIZE	⊙	
RAMBRO VALVE BOX MODEL VB-STD-H	⊙	
WEATHERMATIC SLURD w/ SLW242M DECODER MODULE FOR 2-WIRE OPERATION. PROVIDE SLURD COMMERCIAL WIRELESS WEATHER MONITOR	⊙	40/4025 MOUNT WEATHER MONITOR ON POLE, PER DETAIL.
NEW IRRIGATION MAIN LINE, USE SCH. 40 P.V.C. 3" OR LESS	—	A13/LR04 SEE PLAN FOR SIZE
NEW 3/4" TYPE L COPPER DOMESTIC LINE	—	SEE PLAN FOR SIZE
NON-PRESSURE LINE SCH. 40 P.V.C.	—	SEE PLAN FOR SIZE

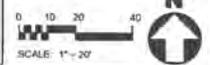


- 1 2 4 WEATHERMATIC SLURD, SLURD2 AND SLURD2 ONE, TWO AND FOUR VALVE DECODERS. INSTALL PER MANUFACTURER'S INSTRUCTIONS AND DETAIL A13.06A.
- WEATHERMATIC SLURD SURGE ARRESTOR AND GROUND ROD. INSTALL IN LOCATIONS SHOWN ON PLAN. PER MANUFACTURER'S INSTRUCTIONS AND DETAIL A13.06B. CONTROLLER CABLE SHALL BE #14 AWG 2-CONDUCTOR DECODER CABLE, JACKETED, UL/IF APPROVED FOR DIRECT BURIAL. SEE IRRIGATION NOTES AND DETAILS A13.06A AND E13.06. ALL 2-WIRE CABLE SHALL BE INSTALLED IN 1" SCH 40 P.V.C. CONDUIT PER DETAIL A13.06A.

**POINT-OF-CONNECTION**  
 STATIC PRESSURE(HIGH/LOW): H 82 / L 60  
 ELEVATION 996'  
 SOURCE : DEPARTMENT OF WATER AND POWER, JENNIFER  
 SYSTEM DESIGN PRESSURE: 40 PSI  
 MAX. FLOW: 45 GPM  
 COORDINATE WITH RECREATION AND PARKS WATER UTILITIES, 215-485-4620



**NOTE:**  
 PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH RECREATION AND PARKS, JEREMY THOMAS 818 798-4188, TO LOCATE AND DELINEATE THE CONSTRUCTION STAGING AREA. AFTER COMPLETION OF WORK, THE STAGING AREA SHALL BE RESTORED BY CONTRACTOR, TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.



**BUREAU OF ENGINEERING**  
**ENGINEERING**  
**CITY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC WORKS**  
**GARY LEE MOORE, P.E., ENV. EP**  
 ARCHITECTURAL DIVISION

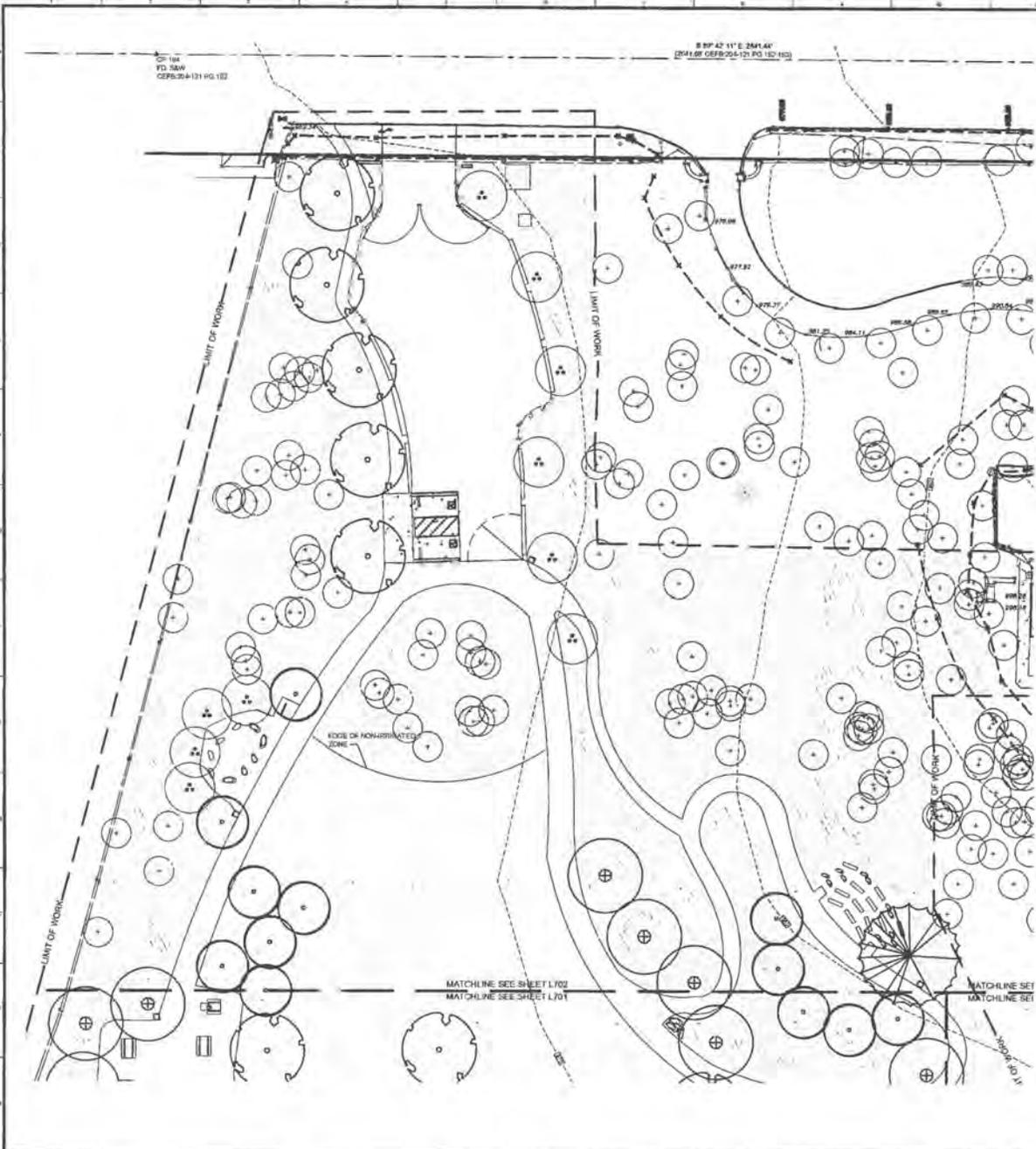
CLIENT INFORMATION AND NOTES:  
 PROJECT: IRRIGATION PLAN  
 PROJECT: CAMBRIDGE ESTATE CHILDREN'S PLAY AREA  
 ADDRESS: 1840 DUNSHIRE STREET, NORTHBRIDGE, CA 91324

DRAWING NO. **L603**  
 SHEET 37 OF 44

BUILDING NO. **RP 300080**  
 INDEX NO.

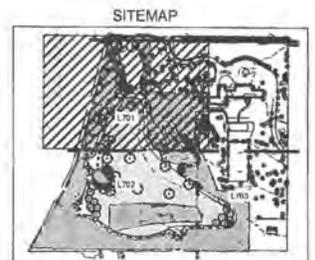


THE CITY OF LOS ANGELES OR ITS OFFICERS OR EMPLOYEES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN.



**PLANT LEGEND**

SYM	BOTANICAL NAME/COMMON NAME	SIZE	QTY PER SHEET	TOTAL QTY	REMARKS
⊙	LOMAMORA LONGIFOLIA BREEZE / OLYMPIA MATRUSH	5 DAL	-	48	PLANT PER DETAIL J13, SHEET L704
⊙	SPARGANGLIS ARBOREUS / ALBANI SADDON	10 DAL	-	44	PLANT PER DETAIL J13, SHEET L704
⊙	LEYMUS CONDENSATUS / CANYON PRINCE / CANYON PRINCE WILD RYE	5 DAL	-	36	PLANT PER DETAIL J13, SHEET L704
□	MEADOW HYDRANGEA MIX - SEE LANDSCAPE CONVT. NOTES, SHEET L704	HYDRANGEA	-	86,000 SQ FT	
□	2" LAYER OF MULCH BELOW NEW AND EXISTING TREES				
⊙	HETEROMELES ARBUTIFOLIA / TOYON	24" BOX	10	23	MULTI-TRUNK
⊙	ACERULASTRIA FANCIATA / GOLDENRAW TREE	24" BOX	6	17	PLANT AND STAKE PER DETAILS A13, J13 SHEET L704
⊙	MELALEUCA LINARIIFOLIA / FLAX LEAF PAPER BARK	24" BOX	6	26	PLANT AND STAKE PER DETAILS A13, J13 SHEET L704
⊙	PINUS PINEA / ITALIAN STONE PINE	24" BOX	1	4	PLANT AND STAKE PER DETAILS A14, J13 SHEET L704
⊙	QUERCUS LORNAFA / VALLEY OAK	24" BOX	3	27	PLANT AND STAKE PER DETAILS A13, J13 SHEET L704
⊙	QUERCUS WAUJAZZI / INTERIOR LIVE OAK	24" BOX	2	17	PLANT AND STAKE PER DETAILS A13, J13 SHEET L704
⊙	EXISTING TREE				



**DIGALERT**  
 Call Toll Free 1-800-227-2689  
 TMC WORKING DAYS BEFORE YOU DIG  
 Underground Service Alert of Southern California

NOTE  
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**BUREAU OF ENGINEERING**

**ENGINEERING**  
 CITY OF LOS ANGELES

**DEPARTMENT OF PUBLIC WORKS**

DARYL WOODS, P.E., CITY ENGINEER  
 JACQUELINE WOODS, P.E., CITY ENGINEER  
 MICHAEL A. WOODS, INCORPORATED

CITY ENGINEER  
 DATE: \_\_\_\_\_  
 INDEX NO. RP 300090

PROJECT: PLANTING PLAN  
 LOCATION: OAKBRIDGE ESTATE - PARK WALKING TRAILS AND CHILDREN'S PLAY AREA  
 ADDRESS: 18550 DEVONSHIRE STREET, NORTHridge, CA 91324

SHEET NO. L701  
 SHEET 41 OF 44



**BOARD REPORT**

NO. 17-101

DATE April 19, 2017

C.D. 5

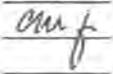
**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ROBERTSON RECREATION CENTER PROJECT - (W.O.#E170266F) (PRJ20021) - APPROVAL OF FINAL PLANS AND CALL FOR BIDS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 2, CLASS 3 (17) AND CLASS 11 (7), OF THE CITY CEQA GUIDELINES (REPLACEMENT OF AN EXISTING FACILITY WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE, PROJECTS AND ADDITIONS TO EXISTING BUILDING INVOLVING LESS THAN 15,000 SQFT OF INSTITUTIONAL FLOOR SPACE

AP Diaz

V. Israel

\*R. Barajas



N. Williams

H. Fujita

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the final plans and specifications, herein included as Attachment 1, for the Robertson Recreation Center (W.O. #E170266F) (PRJ20021) Project (Project);
2. Approve the date for receipt of bids to be advertised as Tuesday, May 9, 2017, at 1:00 p.m. in the Board Office;
3. Approve the reduction in the value of work that the specifications required to be performed by the Prime Contractor from thirty percent (30%) to twenty percent (20%) of the base bid price;
4. Approve the solicitation of construction bids by the Department of Recreation and Parks (RAP) through the use of the Department of Public Works. Bureau of Engineering (BOE) Pre- Qualified Contractor List;
5. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP's staff to file a Notice of Exemption within five (5) days of Board approval;
6. Authorize the RAP's Chief Accounting Employee to prepare a check to the Los Angeles

## BOARD REPORT

PG. 2 NO. 17-101

County Clerk, in the amount of Seventy-Five Dollars (\$75.00), for the purpose of filing a Notice of Exemption; and,

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

### SUMMARY

The Robertson Recreation Center is located at 1641 Preuss Road in the South Robertson neighborhood in Los Angeles. This 1.25-acre facility provides a community center, basketball courts, children's play area and child care center for the use of the surrounding community. Approximately seven thousand five hundred and twelve (7,512) City residents live within one-half (½) mile walking distance of the Robertson Recreation Center. Due to the facilities size, features, and the programs it provides, the Robertson Recreation Center no longer meets the standard for a modern recreation center, as defined in the City's Public Recreation Center Plan.

The Robertson Recreation Center (W.O. #E170266F) (PRJ20021) Project is a "Specified Project" in the Proposition K Ballot Measure (Ballot Measure). The Scope of work as described in the Ballot Measure is to "Construct a Modern Gymnasium, Community Center, Childcare Center and Perimeter Improvements."

The final plans and specifications that are being presented for the Board of Recreation and Park Commissioner's (Board) to approve the scope of work described in the Ballot Measure. The plans propose to demolish the existing 7,664 square foot building to make room for the new facility. The proposed new gymnasium and community center will be 11,750 square feet in area.

The new facility has community center spaces organized around the gymnasium. These spaces consist of two (2) large community rooms, an office, reception area, and Americans with Disabilities Act (ADA) compliant indoor and outdoor restrooms; all supported by storage and mechanical rooms. The gymnasium accommodates a high school size basketball court and is designed as a multi-purpose, multi-sport space. The existing childcare center building shall remain but will undergo renovation including remodeling the existing restrooms to meet the new ADA requirements. The new facility will have twenty (20) new parking spaces and twenty (20) bicycle parking spaces.

Outdoor recreational activities such as outdoor basketball courts, exercise equipment, picnic areas and sitting spaces, are proposed along Robertson Boulevard, facing away from the quiet residential streets. Additionally, the building was extended along Preuss Road to create a sound barrier for the residents along this street. The area adjacent to the existing child care center is proposed as a protected, family-oriented play area for kids and parents. This location was recommended based on comments received from the community. This area is approximately 3,800 square feet, similar to the existing children's play area. The play area equipment is not part of these plans but shall be funded and constructed by RAP as a separate project.

## BOARD REPORT

PG. 3 NO. 17-101

The Community was involved throughout the Project's design process. As required by Proposition K, Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted. On this project, five (5) LVNOC meeting were held. The LVNOC Meeting No. 1 was held on May 13, 2014, LVNOC Meeting No. 2 was held August 26, 2014, LVNOC Meeting No. 3 was held October 27, 2014, LVNOC Meeting No. 4 was held March 3, 2015, and LVNOC Meeting No. 5 was held May 5, 2015.

In addition, public meetings were held (November 7, 2011 and February 19, 2015) to gather information, inform the public and conduct a design charrette (August 6<sup>th</sup>, 2015). The LVNOC and Council District No. 5 are in full support of the project.

Kevin Daly Architects prepared the plans and specifications under the direction of the Department of Public Works, Bureau of Engineering (BOE), Architectural Division.

The City Engineer's estimate of the Project's construction cost is Ten Million One Hundred and Eighty-Five Thousand Dollars (\$10,185,000.00). Due to the saturated construction market and the subsequent effects on public bidding, two deductive alternates are included below. These alternates will provide the RAP with the flexibility to deduct portions of the scope of work to meet the funding and allow the successful award of the construction project.

Deductive Alternate No. 1 – A lump sum price to be subtracted from the Base Bid, at the discretion of the Board at the time of award, for the deletion of the acoustic ceiling and wall panels in the Gymnasium and Office spaces including its support structure.

Deductive Alternate No. 2 - A lump sum price to be subtracted from the Base Bid at the discretion of the Board at the time of award, to replace the pervious pavement and storm water collection system with reinforced concrete pavement.

Funds are available from the following fund and account numbers:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT/ACCT NO.</u>
Prop K – YR 1-6	43K/10/10P307
Prop K – YR 15	43K/10/10H307
Prop K – YR 16	43K/10/10J307
Prop K – YR 17	43K/10/10K307
Prop K – YR 18	43K/10/10L307
Prop K – YR 19	43K/10/10MPCY
Prop K – YR 20	43K/10/10NPCY
Prop K – YR 21	43K/10/TBD
Prop K – Surplus Funding	43K/10/TBD
Prop K – Interest & Inflation	43K/10/TBD
Quimby	302/89/89460K-RG

## BOARD REPORT

PG. 4 NO. 17-101

It has been the policy of this Board to require that the prime contractor on construction projects perform a minimum of thirty percent (30%) of the work of the project, as measured by the base bid price. However, because this project has a great deal of specialty work, the thirty percent (30%) participation level may exclude competent contractors from bidding. Therefore, BOE staff is recommending the reduction of the Contractor's self-performance requirement be reduced to twenty percent (20%). This should attract a broader range of sub-contractors, thus creating a more inviting and competitive bidding environment.

### PRE-QUALIFIED CONTRACTOR LIST

The Department of Public Works currently has an approved list of eight (8) Pre-Qualified General Contractors (PQCL). It was determined by BOE and RAP staff, that due to the complexity and time sensitivity of this Project, the scope of work can be completed by the PQCL. If this recommendation is approved, bids for the Project would be solicited only from the eight (8) Pre-Qualified General Contractors (See Attachment No 2).

### TREES AND SHADE

The existing park is on a narrow triangular site. Established Melaleuca trees surround the park. The building design was shaped around the trees to preserve and protect as many trees as possible and still achieve the building program requirements. Of the existing forty-two (42) trees identified onsite, ten (10) are proposed to be removed to make room for the new construction. twenty (20) new trees will be planted. The proposed new trees include four (4) Melaleuca Quinquinerva (Paper Bark tree), six (6) Ulmus Parvifolia true green (Liquidamber Styraciflua) and ten (10) Arbutus 'Marina' (Marina Strawberry) trees. There are no shade structures included in this project since the existing trees, and new trees will provide shade.

A Report was completed by a licensed Arborist to determine the impacts of construction and to take inventory of the species, size, and health of the trees on the site. The report focused on the trees that are near the proposed buildings. The report concluded that strict adherence to tree protection zones would preclude some of the required programming and construction from taking place. Therefore, the report includes recommendations to protect existing trees. This Report with its recommendations form part of the construction documents.

### ENVIRONMENTAL IMPACT STATEMENT

The Project consists of the replacement of existing facilities where the new structure will be located in the same site as the structure replaced and have the same purpose. It involves less than 15,000 square feet of institutional floor space, not in a designated hillside area or in an area of severe geological hazard or in an officially designated paleontological, historical, archaeological or seismic study area. It also involves the addition to buildings of less than 15,000 square feet, accessory to existing institutional facilities. Therefore, RAP Staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 2, Class 3 (17) and Class 11 (7) of City CEQA Guidelines.

## BOARD REPORT

PG. 5 NO. 17-101

A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

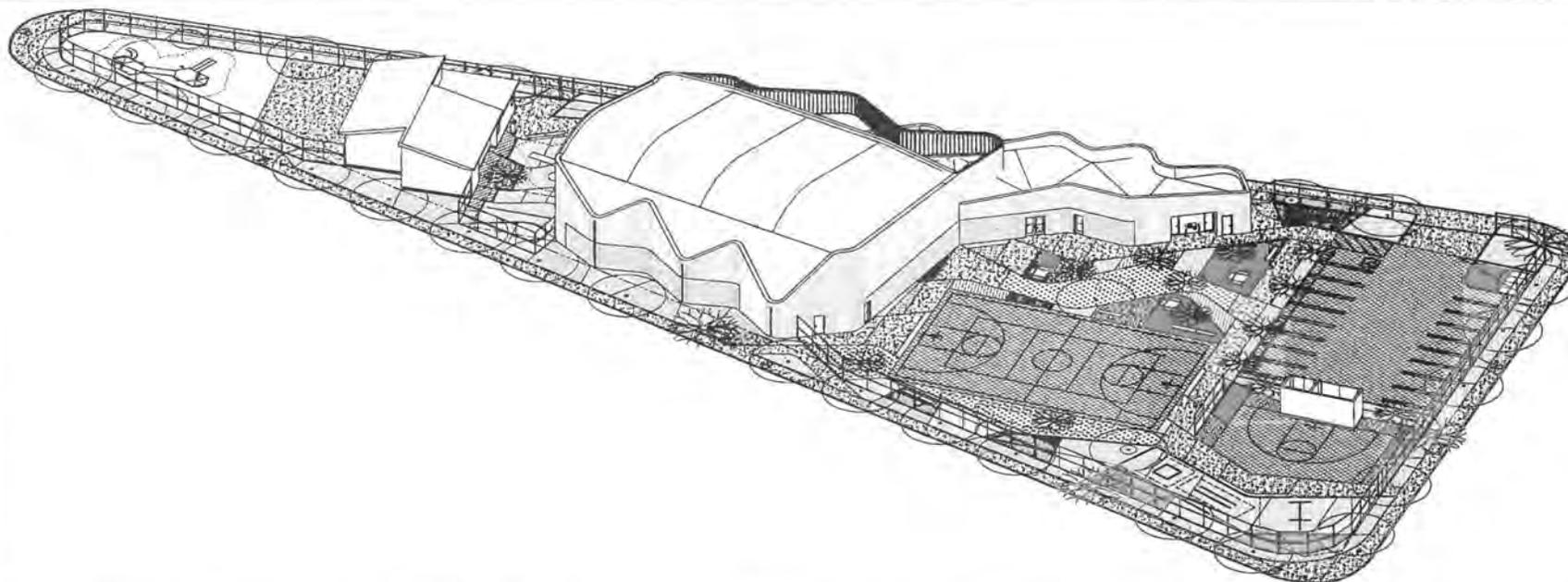
The proposed construction is fully funded by Proposition K and Quimby funds. There will be no fiscal impact to RAP's General Fund associated with this project. However, operations and maintenance costs will be evaluated and included in future RAP budget requests

This Report was prepared by Jaime Contreras, Project Manager, BOE Architectural Division, and reviewed by Neil Drucker, 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 ATTACHMENTS

- 1) Final Plans and Specifications for the Robertson Recreation Center Project.
- 2) BOE and Bureau of Contract Administration Joint Board Report No 1, adopted on August 14, 2015, authorizing the Municipal Facilities and Related Projects Pre-Qualified Contractor List.

BUREAU OF ENGINEERING  
 DEPARTMENT OF PUBLIC WORKS  
 CITY OF LOS ANGELES  
**ROBERTSON RECREATION CENTER**



THE CITY OF LOS ANGELES AND ITS OFFICERS (WHICH MAY BE REPRODUCED FOR ANY PURPOSE) SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

**GENERAL MANAGER:** DEPARTMENT OF REC. AND PARKS  
 MIKE SCHULL, GENERAL MANAGER

**PROJECT MANAGEMENT:** RECREATIONAL & CULTURAL FACILITIES DIVISION  
 NEIL DRUCKER, PROGRAM MANAGER  
 JAIME CONTRERAS, PROJECT MANAGER  
 213.847.4710

**PLANNING, CONSTRUCTION & MAINTENANCE:** DEPARTMENT OF REC. AND PARKS  
 CATHIE SANTO DOMINGO, SUPERINTENDENT

**SOILS ENGINEER:** BUREAU OF ENGINEERING  
 GEOTECHNICAL ENGINEERING GROUP  
 CHRISTOPHER JOHNSON, PE, GE, MANAGER  
 JOSE BERSTEIN, PE

**ARCHITECTURAL:** KEVIN DALY ARCHITECTS  
 KEVIN DALY, F.A.I.A., PRINCIPAL ARCHITECT

**STRUCTURAL:** ENGLEKIRK ENGINEERS  
 RUSSELL TANDUVE, STRUCTURAL ENGINEER

**COST ESTIMATING:** CP O'HALLORAN ASSOCIATES INC.  
 CIARAN O'HALLORAN

**METHANE CONTROL:** TERRA-PETRA  
 JUSTIN CONAWAY

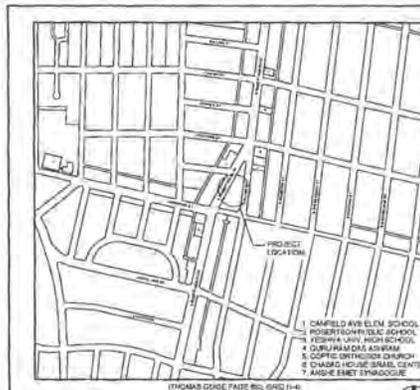
**LANDSCAPE:** KATHERINE SPITZ ASSOC.  
 SHARIN STINSON-URE, PRINCIPAL

**CIVIL:** KPFF  
 TOM GSELL, ENGINEER

**MEP:** TMAD, TAYLOR & GAINES  
 DRYAN TRAN, SR. MECHANICAL ENGINEER  
 WES SMITH, P.E., SR. ELECTRICAL ENGINEER  
 KOREY KOWATA, SR. DESIGN ENGINEER, PLUMBING

**LEED:** INTEGRAL GROUP  
 MARILYN SPECHT, CONSULTANT

**PLANNING:** SUE JAGODZINSKI



**BUREAU OF ENGINEERING**

**ENGINEERING**

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

PROJECT NO: **RP-300097**

SCALE: \_\_\_\_\_

**CITY ENGINEER**

ACCEPTED BY: \_\_\_\_\_  
 GARY LEE MOORE, P.E., ENV. SP.  
 DATE: \_\_\_\_\_  
 CITY ENGINEER

**DEPARTMENT OF PUBLIC WORKS**

PROJECT: ROBERTSON RECREATION CENTER  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

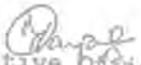
**CITY OF LOS ANGELES**

DRAWING NO: **A0.00**  
 SHEET 1 OF 22

**KEVIN DALY ARCHITECTS**

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

AUG 14 2015

  
Executive Officer  
Board of Public Works

Department of Public Works

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

August 14, 2015  
CD Nos. ALL

**REQUEST FOR AUTHORITY TO APPROVE THE MUNICIPAL FACILITIES AND RELATED PROJECTS  
PRE-QUALIFIED CONTRACTORS LIST (PQCL) - WORK ORDER NO. EXX01006**

**RECOMMENDATIONS**

1. Approve the following Contractors for the Municipal Facilities PQCL:
  1. Balfour Beatty Construction, LLC
  2. Construct 1 One, Corp.
  3. Ford E.C., Inc.
  4. PCL Construction Services, Inc.
  5. Pinner Construction Co., Inc.
  6. S.J. Amoroso Construction Co., Inc.
  7. T.B. Penick & Sons, Inc.
  8. Walsh Construction Company
2. Authorize the City Engineer to use the Municipal Facilities PQCL for a term of five years for the construction of Municipal Facilities and Related Projects.

**TRANSMITTALS**

1. Copy of the Bureaus of Engineering (BOE) and Contract Administration (BCA) Joint Report No. 1, adopted on September 26, 2014, authorizing the advertisement of the Request for Qualifications (RFQ).
2. Copy of the RFQ entitled "Municipal Facilities Pre-Qualified Contractors List," released on October 28, 2014.
3. Copy of the list of firms who responded to the RFQ.
4. Copy of the list of potential subcontractors for each of the proposed firms.

**DISCUSSION**

***Background***

On September 26, 2014, the Board of Public Works (Board) authorized the City Engineer to advertise and issue a RFQ for a PQCL to perform construction on Municipal Facilities and Related Projects (Transmittal Nos. 1 and 2).

A Notice to Advertise the RFQ was placed in newspapers, with marketing and Architectural/Engineering associations, on websites, as well as presented at the Mayor's Business Outreach and at the Los Angeles Small Business Academy. The RFQ and its attachments were uploaded to the Los Angeles Business Assistance Virtual Network (LABAVN) website where respondents were able to download the RFQ and attachments.

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

August 14, 2015  
Page 3

Based upon staff review, it was determined that eight Contractors met the requirements of the RFQ and are therefore proposed for the Municipal Facilities PQCL.

***Business Inclusion Program (BIP)***

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides 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) an equal opportunity to compete for and participate in City contracts. Additionally, the BIP requires respondents to perform and document a BIP outreach via the internet utilizing the LABAVN.

The RFQ was advertised with anticipated participation levels of 18 percent MBE, 4 percent WBE, 25 percent SBE, 8 percent EBE, and 3 percent DVBE. Program requirements may be adjusted during the life of the Municipal Facilities PQCL. The BOE will establish the MBE/WBE/SBE/EBE/DVBE anticipated participation levels for each project, depending on its size and complexity.

Each Pre-qualified Contractor has submitted a Schedule A - Potential List of MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors which was compiled into a spreadsheet (Transmittal No. 4) for this Board Report. By listing companies on the Schedule A, the Contractor has obligated itself to solicit bids only from them when bidding on specific projects. The Bidder's list of subcontractors must be generated from their Schedule A, as well as from those subcontractors that may be added, upon the BCA's approval, during the life of the Municipal Facilities PQCL. Any bid submitted by a Pre-qualified Contractor that includes a subcontractor that is not on its current approved Schedule A, may be deemed non-responsive.

The BCA has verified the Schedule A subcontractors' certifications as of the time of review of this Board Report. Prior to the award of a contract for a specific project bid under the Municipal Facilities PQCL, the BCA will verify the eligibility and certification status of the bid-listed subcontractors.

Based on a review by the Office of Contract Compliance (OCC) of the BCA, all eight of the BOE's selected contractors have met the Business Inclusion Outreach Requirements and have been deemed responsive, pending compliance with all other City requirements.

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

August 14, 2015  
Page 5

( ATK RMK JKS DW WFB )

Report reviewed by:

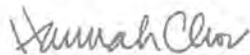
BOE (ADM and PAC)

Report prepared by:

Bond Programs Division

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

Compliance Review performed  
and approved by:

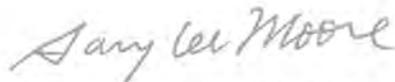


Hannah Choi, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

ATK/06-2015-0102.BPD.gva

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

Respectfully submitted,



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



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



REPORT OF GENERAL MANAGER

NO. 17-102

DATE April 19, 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT TO PERSONAL SERVICE CONTRACT NO. P1088 WITH JUMBO SHRIMP CIRCUS, INC. AND PERSONAL SERVICE CONTRACT NO. P1089 WITH DAVID M. HEWITT, DBA DMH ENTERPRISES; FOR AS-NEEDED PROFESSIONAL BOOKING SERVICE

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

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

\_\_\_\_\_  
The final Report has not yet been received by the Office of the Board of Recreation and Park Commissioners.



REPORT OF GENERAL MANAGER

NO. 17-103

DATE April 19, 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 50 PARKS INITIATIVE – ALPINE RECREATION CENTER EXPANSION PROJECT (ORD AND YALE STREET PARK) – LOS ANGELES PUBLIC LIBRARY; APPROVAL OF MEMORANDUM OF AGREEMENT WITH A FIFTY-YEAR TERM; APPROVAL OF THE AMENDMENT TO THE EXECUTED PURCHASE AND SALE AGREEMENT; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(6) AND CLASS 4(2 AND 3) OF THE CITY CEQA GUIDELINES

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

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

\_\_\_\_\_  
The final Report has not yet been received by the Office of the Board of Recreation and Park Commissioners.



REPORT OF GENERAL MANAGER

NO. 17-104

DATE April 19, 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPOSITION PARK – APPROVAL OF PROPOSED USE AND APPLICATION FOR TRACT MAP IN RELATION TO LUCAS MUSEUM OF NARRATIVE ART

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

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

\_\_\_\_\_  
The final Report has not yet been received by the Office of the Board of Recreation and Park Commissioners.



INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

April 19, 2017

TO: BOARD OF RECREATION AND PARK COMMISSIONERS  
FROM: MICHAEL A. SHULL, General Manager  
SUBJECT: VARIOUS COMMUNICATIONS



The following communications addressed to the Board have been received by the Board Office, and the action taken thereon is presented.

<u>From</u>	<u>Action Taken</u>
1) Mayor, transmitting Executive Directive No. 20: Standing with Immigrants: A City of Safety, Refuge, and Opportunity for All.	Noted and Filed.
2) Mayor, relative to Agreements with Nine Contractors for As-Needed Fence and Wall Installation, Maintenance, and/or Repair Services.	Referred to staff for further processing. (Report No. 17-024)
3) City Clerk, relative to an appeal filed by Doug Haines pursuant to CEQA relative to Report No. 16-208 – Target Child Care In-Lieu Fee.	Noted and Filed.
4) City Clerk, relative to the proposed Site Lease Agreement with New Cingular Wireless PCS, LLC for the installation of a new wireless communications facility at Culver/ Slauson Park.	Referred to staff for further processing. (Report No. 16-168)
5) City Clerk, relative to developing a parcel of land on Haynes Street into a park connecting the neighborhood to the Los Angeles River.	Referred to General Manager.
6) City Clerk, relative to funding for the Police Department to provide additional enforcement around the Hollywood Sign during Spring Break.	Noted and Filed.

BOARD OF RECREATION AND PARK COMMISSIONERS  
Page 2

7) Chief Legislative Analyst, forwarding the Legislative Report for the week ending March 24, 2017.

Noted and Filed.

8) Andrea Feathers, stating opposition to the apparent proposed abolition of Daylight Savings Time due to its effects on parks.

Noted and Filed.

9) Eileen O'Meara, relative to aggressive off-leash dogs on a trail by the Hollywood Reservoir.

Referred to General Manager.

10) Frank A. Delgado, commending Park Ranger Capt. Art Torres.

Place letter in Employee Personnel file

This Report was prepared by Paul Liles, Clerk Typist, Commission 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:

4/20/17      Rancho Cienega Sports Complex (Phase 1 - PRJ20308) (W.O. #E1907694)

PROPOSALS TO BE RECEIVED:

None

QUALIFICATIONS TO BE RECEIVED:

None