

# APPROVED

DEC 14 2017

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 17-255

DATE December 13, 2017

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AWARD OF CONTRACT FOR AS-NEEDED PURCHASE OF SKATE PARK DESIGN/BUILD SERVICES AND HIGH-QUALITY SPACES FOR SKATEBOARDERS AND ACTION SPORTS ATHLETES AND/OR OTHER RELATED PRODUCTS AND SERVICES – USE OF THE SELECTION PROCESS OF THE NATIONAL JOINT POWERS ALLIANCE TO PROVIDE THESE SERVICES UNDER CONTRACT #030117-SRI WITH SPOHN RANCH, INC.

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Pifa-Cortez	_____
H. Fujita	_____	* N. Williams	<u>NDW</u>



General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Find that the Department of Recreation and Parks (RAP) desires to secure a contract to provide skate park design/build services and high-quality spaces for skateboarders and action sports athletes and/or other related products and services, in order to enhance the recreational experience of the public; and
2. Find that Spohn Ranch, Inc. is experienced in providing skate park design/build services and high-quality spaces for skateboarders and action sports athletes and/or other related products and services, and is willing to perform such services, and
3. Find that Spohn Ranch, Inc. can provide such services economically and expediently to RAP and it is in RAP's best interest to secure these services with Spohn Ranch, Inc. ; and
4. Find, in pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and
5. Find pursuant to Charter Section 371(e)(8) that the City may, in lieu of undertaking its own competitive bidding or proposal process, use (piggyback) the NJPA Contract #030117-SRI with Spohn Ranch, Inc., through the National Joint Powers Alliance (NJPA)( Appendix A), a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership; and

BOARD REPORT

PG. 2 NO. 17-255

6. Find, in pursuant to Charter Section 371(e)(10), that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and
7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ personnel with the necessary expertise to undertake and accomplish the aforementioned specialized supplies and professional services in a timely manner and that it is more feasible to secure these services by contract; and
8. Find that the letter attached hereto dated November 15, 2017 (Appendix B) from Spohn Ranch, Inc. authorizes RAP as a Participating Public Agency to utilize Contract #030117-SRI between Spohn Ranch, Inc. and NJPA for skate park design/build services and high-quality spaces for skateboarders and action sports athletes and/or other related products and services; and
9. Authorize RAP to enter into the proposed Contract (see Exhibit 2), substantially in the form on file in the Board Office, subject to the review and approval of the Mayor, and the City Attorney as to form, between RAP and Spohn Ranch, Inc., for the purchase of skate park design/build services and high-quality spaces for skateboarders and action sports athletes and/or other related products and services, on an occasional and as needed basis, not-to-exceed Three Million Dollars (\$3,000,000.00) per year; the initial term of this contract being from the date of execution through the prorated remainder of the four (4) year Contract #030117-SRI between Spohn Ranch, Inc. and NJPA, set to expire April 14, 2021; and
10. Authorize the General Manager at his sole discretion to extend the term of the Contract for one additional year if NJPA exercises its option to renew its contract with Spohn Ranch, Inc. for one additional year with a corresponding expiration date of April 14, 2022; and
11. Direct the Board Secretary to transmit the Contract to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), subject to approval of the City Council, and of the City Attorney as to form; and
12. Authorize the General Manager or their designee to make technical corrections to the contract as necessary; and
13. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

SUMMARY

RAP has an ongoing need for the purchase of skate park design/build services and high-quality spaces for skateboarders and action sports athletes and/or other related products and services, on an occasional and as needed basis.

## BOARD REPORT

PG. 3 NO. 17-255

The proposed contract with Spohn Ranch, Inc. provides RAP with a variety of options for skate park design/build services and high-quality spaces for skateboarders and action sports athletes and/or other related products and services. If desired, RAP may use this contract to retrofit, repair and/or maintain RAP's existing recreation and parks equipment and or construct new skate parks and high quality spaces for skateboarders and action sport athletes.

Staff is recommending that the Board authorize RAP to piggyback on NJPA's competitively bid contract with Spohn Ranch, Inc. The NJPA contract was a competitively bid process wherein all purchasing parties are guaranteed the greatest discounted off-catalog pricing of products and services. Use of this contract is in agreement with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process, are an exception to the City's competitive bidding requirements. Spohn Ranch, Inc. has issued a letter (Appendix B, on file in the Board Office) to RAP which authorizes use of the contract (Appendix A) with NJPA. RAP will issue a separate contract number and enter into a separate contract with Spohn Ranch, Inc. and RAP through the Board which will incorporate the terms of the NJPA contract and the Standard Provisions for City Contracts (Rev 10/17). Spohn Ranch, Inc.'s current contract with NJPA will expire on April 14, 2021. Additionally, NJPA has the option to extend its contract, which, if exercised, would extend the term of its contract for one (1) additional, one-year term to April 14, 2022. In the event that NJPA exercises this options, RAP's General Manager will also have the sole discretion to extend RAP's Contract for one (1) additional, one-year term to April 14, 2022.

The proposed contract is recommended in an amount not-to-exceed an annual expenditure of Three Million Dollars (\$3,000,000.00) per year for the purchase of skate park design/build services and high-quality spaces for skateboarders and action sports athletes and/or other related products and services on an as-needed basis. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev 10/17). Funding for projects will be provided from various funding sources.

### TREES AND SHADE

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

### ENVIRONMENTAL IMPACT STATEMENT

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

BOARD REPORT

PG. 4 NO. 17-255

FISCAL IMPACT STATEMENT

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

This Report was prepared by Robert Feld, Sr. Management Analyst I, and reviewed by Matthew Rudnick, Chief Management Analyst, Finance Division.

LIST OF ATTACHMENTS/APPENDICES

- 1) Appendix A – Contract between NJPA and Spohn Ranch, Inc.
- 2) Appendix B – Letter dated November 15, 2017 authorizing RAP as a Participating Public Agency to utilize Contract #030117-SRI.
- 3) Exhibit 2 – Proposed Contract between RAP and Spohn Ranch, Inc.

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: Spohn Ranch, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		No Exceptions	

Proposer's Signature:  Date: 2/27/17

NJPA's clarification on exceptions listed above:



Contract Award  
RFP #030117

FORM D



Formal Offering of Proposal  
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Spohn Ranch, Inc. Date: 2/27/17

Company Address: 6824 S. Centinela Avenue

City: Los Angeles State: CA Zip: 90230

Contact Person: Kirsten Dermer Title: CEO

Authorized Signature:  Kirsten Dermer  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

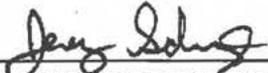
NJPA Contract #: 030117-SRI

Proposer's full legal name: Spohn Ranch, Inc.

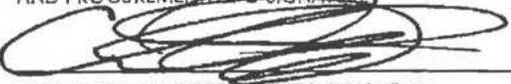
**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

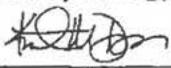
NJPA Contract # 030117-SRI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Spohn Ranch, Inc.

Authorized Signatory's Title CEO

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Kirsten Dermer  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on April 14, 2017

NJPA Contract # 030117-SRI

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Spohn Ranch, Inc.

Address: 6824 S. Centinela Avenue

City/State/Zip: Los Angeles, CA 90230

Telephone Number: 626-330-5803

E-mail Address: kirsten@spohnranch.com

Authorized Signature: 

Authorized Name (printed): Kirsten Dermer

Title: CEO

Date: 2/27/17

Notarized



Subscribed and sworn to before me this 27th day of February, 20 17

Notary Public in and for the County of Los Angeles State of California

My commission expires: 12/15/18

Signature: 



**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: **Spohn Ranch, Inc.**

Questionnaire completed by: **Spohn Ranch, Inc./ Kirsten Dermer**

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)? **Payment terms depend on the type of project. If simply a purchase of standard equipment, payment terms are net 30. If a project is design-build and involves some custom work, we bill on a percentage of completion basis.**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

**Spohn Ranch will partner with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Spohn Ranch and NCL.**

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

**Orders will be made via purchase order, after Spohn Ranch and the client agree upon a proposal including terms and scope of work. A purchase order would have NJPA's contract number identified and logged in Spohn Ranch's enterprise management system. Spohn Ranch would be able to report in real time on the amount of sales using the NJPA contract. Certain projects may also require supplemental agreements between Spohn Ranch and the client to address project-specific items such as prevailing wage, bonding requirements, etc.**

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **No.**

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor? **Yes.**
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Yes.**
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Yes.**

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? **No.** How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **If there were any, Spohn Ranch would pass through and facilitate warranty claims.**
- What are your proposed exchange and return programs and policies? **N/A. Our work is subject to the client's acceptance. If accepted, it is subject to Spohn Ranch's industry-leading warranty as the remedy for any post-installation issues.**

6) Describe any service contract options for the items included in your proposal.

**Service is not typically part of the proposal. Spohn's affiliate, Action Park Alliance, provides comprehensive skate park management, planning, and programming if desired.**

**Pricing, Delivery, Audits, and Administrative Fee**

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

**Spohn Ranch offers the entire suite of design and build services for skatepark delivery. Spohn Ranch offers manufactured concrete and modular (skatelite, wood, steel, hybrid) skatepark products, shipping and installation of such products, as well as ancillary on-site construction services including excavation, drainage, landscaping, fill, forming, rebar, concrete pouring & testing. Each design is custom, based upon the needs and desires of the individual community and Spohn Ranch has the capability of creating new features.**

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

**We have provided detailed price lists with SKUs electronically (on the enclosed thumb drive) for each product line and all ancillary services. We have also provided detailed product information including technical specifications and warranty. All our above-ground modular ramp systems are branded with the TrueRide name.**

- SpohnCrete – precast concrete
- TrueRide HD Series – galvanized steel structure with Skatelite Pro surface
- TrueRide Steel Series – powder-coated steel structure and surface
- TrueRide Classic Series – ACQ-treated lumber structure with Skatelite Pro surface
- Ancillary Services – site preparation, concrete work, site amenities

**We will apply the NJPA contracting discount to the entire order, as a lump sum.**

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

**8% off MSRP**

10) The pricing offered in this proposal is

- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

\_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_  c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

**N/A. Skateparks are not typically ordered in quantity.**

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

**We will supply a quote for each request for sourced, open-market, or non-standard products.**

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

**All additional charges are detailed in our Ancillary Costs price sheet, in electronic format on the thumb drive.**

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

**Spohn Ranch owns our own trucking company, serving the entire United States. For each project, Spohn Ranch will seek to find the most effective manner of shipping, whether self-shipping in its own trucks, or obtaining shipping on the market.**

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

**Standard shipping would apply – container shipping for manufactured goods to Alaska and Hawaii. Canada via truck.**

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**Spohn Ranch owns a trucking subsidiary, enabling us to control deliveries of pre-cast/modular products.**

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

**Spohn Ranch's head of sales will cross reference NJPA Purchase Orders with the total amount reported to ensure accuracy. NJPA pricing will be set automatically within Spohn Ranch's data system. Each order will be cross checked against the NJPA price list prior to fulfillment.**

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's

sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

**Two percent of gross sales.**

**Industry-Specific Questions**

19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.

**Playground, recreation**

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

**Spohn Ranch's goods and services more properly are classified as 11. Skate park solutions.**

21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

1. **(11 – Skate park solutions).**
2. **(2 – Recreation)**
3. **(5 – Playground Surfacing)**
4. **(6 – Outdoor exercise equipment)**

22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

**Spohn Ranch has the highest quality manufacturing facilities for its pre-cast product, making it more durable, with fewer joints, than other pre-cast products. Spohn Ranch's pre-cast concrete has the optimal PSI, rebar, and obstacle size. Spohn Ranch also has the most stringent specifications for its poured-in-place concrete including specific and proprietary concrete mix designs for use in different climatic zones.**

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

**Spohn Ranch's pre-cast concrete skateparks are the most serviceable product available in the industry. Spohn Ranch's pre-cast specifications eclipse competing products by a significant margin and have become the industry standard. The extremely limited need to maintain and lack of needed capital repairs make Spohn Ranch's primary product line eminently serviceable. Similarly, our proprietary mix designs and ACI certified nozzlemen make our poured-in-place concrete skatepark products a vendor-differentiator. Together, Spohn Ranch's hybrid skateparks require less service and have easier service, than any other manufacturer, designer, or builder in the market.**

Signature: \_\_\_\_\_



Date: 2/27/17



DESIGN. BUILD. COME TOGETHER.

11/15/17

Attn: Robert Feld, Contracts Unit  
City of Los Angeles, Dept. of Recreation and Parks  
221 N. Figueroa St., Room 180  
Los Angeles, CA 90012

RE: Contract #030117-SRI

Dear Mr. Feld;

We authorize the City of Los Angeles, Department of Recreation and Parks, to use contract # 030117-SRI, between Spohn Ranch, Inc. and the National Joint Powers Alliance (NJPA) for its present and future contracting needs. A copy of this contract is attached.

Please let me know if you have any questions. We look forward to working with the City of Los Angeles. Thank you!

Sincerely,



Kirsten Dermer  
CEO, Spohn Ranch, Inc.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
SPOHN RANCH, INC.

FOR THE PURCHASE OF DESIGN/BUILD SKATE PARKS AND OTHER ACTION SPORTS  
AND RELATED PRODUCTS AND SERVICES

This Agreement ("Agreement" or "Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Spohn Ranch, Inc. (hereinafter referred to as "CONTRACTOR"), CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by the National Joint Powers Alliance, in Staples Minnesota (hereinafter referred to as "NJPA") to provide design/build skate parks and other action sports, and related products and services on an as-needed, non-exclusive basis pursuant to a Contract (hereinafter referred to as "NJPA CONTRACT") awarded on April 14, 2017 (NJPA Contract # 030117-SRI, attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, pursuant to Charter Section 371(e)(8), that the CITY may piggyback on the NJPA CONTRACT with CONTRACTOR, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to the City's competitive bidding requirements; and

WHEREAS, pursuant to Charter Section 371(e)(10), that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and

WHEREAS, RAP desires to secure the technical, expert and professional services of a qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, pursuant to Charter Section 1022 RAP does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by and independent contractor; and

WHEREAS, CONTRACTOR is experienced in providing the services of the type required, is willing to perform such service, and can provide such services to RAP; and

WHEREAS, it is in RAP's best interest to secure these services from CONTRACTOR; and

WHEREAS, RAP has the need for the design/build skate parks and other action sports, and related products and services on an as-needed basis; and

WHEREAS, RAP has registered on-line with the NJPA, which is a prerequisite for Participating Public Agencies who wish to access NJPA's Master Agreement (i.e. Contract # 030117-SRI); and

WHEREAS, the CONTRACTOR has agreed to provide such design/build skate parks and other action sports and related products and services to RAP; and

WHEREAS, CONTRACTOR by written communication dated November 15, 2017 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized the RAP as a Participating Public Agency, to utilize Contract # 030117-SRI between CONTRACTOR and NJPA for the purchase of design/build skate parks and other action sports, and related products and services.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.

1.1 Parties

The Parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – Spohn Ranch, Inc., having its principal office at 6824 S. Centinela Ave., Los Angeles, CA 90230.

1.2 Representatives

The City's representative will be (or any other RAP Management or City designee):

Jimmy Newsom, Senior. Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

With Copies to:

Ramon Barajas, Assistant General Manager  
City of Los Angeles, Department of Recreation and Parks  
Planning, Construction and Maintenance Branch  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012

Email: [Ramon.Barajas@lacity.org](mailto:Ramon.Barajas@lacity.org)  
Telephone Number (213) 202 - 2661  
FAX Number (213) 202 - 2612

With Additional Copies to:

Michael A. Shull, General Manager  
City of Los Angeles, Department of Recreation and Parks  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012

The Contractors representative will be:

Kirsten Dermer, CEO  
Spohn Ranch, Inc.  
6824 S. Centinela Ave.  
Los Angeles, CA 90230

Email: [kirsten@spohnranch.com](mailto:kirsten@spohnranch.com)  
Website: <https://www.spohnranch.com>  
Direct Telephone (626) 330 - 5803  
Fax Number (626) 330 - 5503

### 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effect by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

CONTRACTOR shall address all questions and correspondence concerning plans to (or any other RAP Management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

## SECTION 2 – TERMS OF THE AGREEMENT

### 2.1 Term

The term of this Agreement shall commence on the date of execution and expire April 14, 2021, the expiration date of the NJPA CONTRACT with CONTRACTOR.

### 2.2 Extension of Term

NJPA has one (1), one-year renewal option which if exercised would extend the term of the NJPA CONTRACT to April 14, 2022. In the event the NJPA exercises its options, then the General Manager of RAP may, at his sole discretion, by written amendment to this Agreement, extend the term of this Agreement with CONTRACTOR for one (1) additional year with the extended term expiring on April 14, 2022.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) attached hereto and incorporated herein by reference as Appendix C.

Such provisions include but are not limited to, Los Angeles Municipal Lobby Ordinance, Contractor Government Project Reference Sheet, Living Wage Ordinances, Service Contractor Worker Retention Ordinance, Equal Benefits Ordinance, Non-Discrimination Equal Employment-Affirmative Action Plan, Slavery Disclosure Ordinance, Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise Subcontractor Outreach Program, City Insurance Requirements, Child Care Policy Program, Child Support Obligations, Americans with Disabilities Act, Prohibition Against Retaliations Notice and any additional Bonding requirements (See Appendix D Compliance Documents) and including Exhibit 1 Insurance Contractual Requirements.

RAP shall have the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

## SECTION 3 - SCOPE OF SERVICES

### 3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR has agreed by letter dated November 15, 2017 attached hereto and incorporated by reference herein as Appendix B, to provide design/build skate park services for skateboarders and other action sport athletes, and/or related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the NJPA CONTRACT (Contract # 030117-SRI, attached hereto and incorporated herein by reference as Appendix A).

### 3.2 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue a Notice To Proceed (NTP) to the CONTRACTOR prior the start of any work.

RAP personnel will work cooperatively with CONTRACTOR to ensure timely review of all services provided by CONTRACTOR under this Agreement.

RAP will promptly act, review and make decision as necessary to permit the orderly progress of CONTRACTOR's work under this Agreement.

#### SECTION 4 – COMPENSATION AND INVOICING

##### 4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual project. The total amount for this CONTRACT will not exceed Three Million Dollars annually, (\$3,000,000.00). The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

##### 4.2 Invoicing

Prior to the start of any work, CONTRACTOR must receive a NTP from an authorized agent of RAP. CONTRACTOR shall submit invoices to RAP for all work performed. Once work has been completed to the satisfaction of RAP, CONTRACTOR may submit an invoice for the agreed amount on the CONTRACTOR'S original proposal, as stated on the NTP, such amount to be consistent with the prices set forth in the NJPA CONTRACT (Appendix E). Invoices must include the CONTRACTOR'S name, date, address, contact phone number, summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by RAP.

Invoices must be submitted to (or other RAP management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

##### 4.3 Compensation and schedule of payments

The CONTRACTOR'S invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment.

## SECTION 5 - NON-EXCLUSIVITY

RAP and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to RAP and that RAP may contract with other contractors to provide similar services during the term of this Agreement.

## SECTION 6 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance as such services.

## SECTION 7 - INCORPORATION OF DOCUMENTS

This Agreement, appendices and incorporated documents represents the entire agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. This Agreement may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR, The following documents are incorporated and made a part hereof by reference:

- Appendix A. CONTRACT # 303117-SRI awarded on April 14, 2017 between the NJPA and Spohn Ranch, Inc.
- Appendix B. Written authorization dated November 15, 2017 for RAP to utilize Contract # 030117-SRI between CONTRACTOR and NJPA.
- Appendix C. Standard Provisions for City Contracts. (REV. 10/17)
- Appendix D CITY Compliance Documents
- Appendix E Spohn Ranch Price List
- Exhibit 1 Insurance Contractual Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Exhibit 1, Appendix D, and Appendix E; (2) Appendix C; (3) Appendix B; and (4) Appendix A.

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be executed by their duly authorized representatives on the dates indicated:

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

SPOHN RANCH, INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
CEO/TREASURER

Approved as to Form:

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

Michael N. Feuer  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

**TABLE OF CONTENTS (Continued)**

**PSC-23** Insurance ..... 9

**PSC-24** Best Terms..... 10

**PSC-25** Warranty and Responsibility of Contractor..... 10

**PSC-26** Mandatory Provisions Pertaining to Non-Discrimination in Employment..... 10

**PSC-27** Child Support Assignment Orders..... 10

**PSC-28** Living Wage Ordinance ..... 11

**PSC-29** Service Contractor Worker Retention Ordinance..... 11

**PSC-30** Americans with Disabilities Act..... 11

**PSC-31** Contractor Responsibility Ordinance..... 11

**PSC-32** Business Inclusion Program..... 11

**PSC-33** Slavery Disclosure Ordinance..... 12

**PSC-34** First Source Hiring Ordinance..... 12

**PSC-35** Local Business Preference Ordinance..... 12

**PSC-36** Iran Contracting Act ..... 12

**PSC-37** Restrictions on Campaign Contributions in City Elections..... 12

**PSC-38** Contractors' Use of Criminal History for Consideration of Employment Applications..... 13

**PSC-39** Limitation of City's Obligation to Make Payment to Contractor ..... 13

**PSC-40** Compliance with Identity Theft Laws and Payment Card Data Security Standards..... 13

**PSC-41** Compliance with California Public Resource Code 5164 ..... 14

**PSC-42** Possessory Interests Tax..... 14

**PSC-43** Confidentiality..... 14

**Exhibit 1** Insurance Contractual Requirements..... 15

## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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

**PSC-8. Suspension**

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

**PSC-9. Termination**

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

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

abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

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

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

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

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

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors,

**CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

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

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

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

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

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

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration

of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

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

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

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

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

Except for the gross negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

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

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

this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract

such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal

employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Americans with Disabilities Act**

**CONTRACTOR** shall comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations.

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

You are a subcontractor on City of Los Angeles Contract

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

**PSC-43. Confidentiality**

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

## EXHIBIT 1

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

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.

Submitting your documents. **Track4LA®** is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however **submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed**. **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten days for non-payment of premium) **AND** an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements **DO NOT** apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the **CITY** has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the CAO-RM 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.

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

## Required Insurance and Minimum Limits

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

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

Agreement/Reference: \_\_\_\_\_

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

**Limits**

\_\_\_ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

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

Products/Completed Operations

Sexual Misconduct

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

\_\_\_\_\_

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

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

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

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

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

## Compliance Documents

Los Angeles Department of Recreation and Parks  
Contracts Unit  
221 N. Figueroa St. Suite 180  
Los Angeles, CA 90012  
Telephone: (213) 202-5621  
Fax: (213) 202-2614  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)



# DEPARTMENT OF RECREATION AND PARKS

## COMPLIANCE DOCUMENTS – REQUEST FOR QUALIFICATIONS TABLE OF CONTENTS

### SECTION I – Compliance Documents to be submitted by All Respondents

Initial

- A. Respondent's Signature Declaration and Affidavit
- B. Disposition of Proposals
- C. Certification of Compliance with Child Support Obligations
- D. Contractor Responsibility Ordinance Statement
- E. Contractor Responsibility Ordinance – Pledge of Compliance
- F. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
- G. Business Inclusion Program
- H. Municipal Lobbying Ordinance/Bidder Certification -- CEC Form
- I. Los Angeles Residence Information
- J. Reporting Requirements after Award of Contract
- K. Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)
- L. Equal Employment Practices Certification
- M. Child Care Policies
- N. Iran Contracting Act of 2010
- O. Americans with Disabilities Act Certification

(Handwritten initials in circles next to each item)

### SECTION II – Compliance Documents to be submitted by Potential Awardees

- P. Business Tax Registration Certificate
- Q. Affirmative Action Plan
- R. City-Approved Proof of Insurance
- S. City-Approved Performance Bond
- T. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- U. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms
- V. Slavery Disclosure Affidavit
- W. Equal Benefits Ordinance Statement/First Source Hiring Ordinance Compliance Affidavit

(Handwritten initials in circles next to each item)



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION I

**Compliance Documents to be submitted by All Respondents**

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

**Signatures:**

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

**SECTION B**

**DISPOSITION OF PROPOSALS**

All Responses submitted in response to the RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

**Signatures:**

The person signing must be authorized to bind the Respondent.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, Kirsten Dermer

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

CEO & Owner

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

Is of Spohn Ranch, Inc.

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

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

STATE OF CALIFORNIA COUNTY OF  
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature) 

(Month/Year)(Date) 11/3/17

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

SECTION C

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

Responders must complete, sign, and return with their response the "Certification of Compliance with Child Support Obligations.", and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

**INSTRUCTIONS:**

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

## DISPOSITION OF PROPOSALS

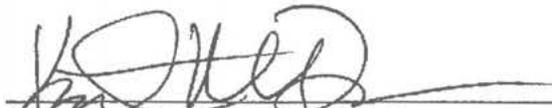
All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (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

11/3/17

Date

**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_cro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm)

**INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

**CITY OF LOS ANGELES  
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that Spohn Ranch, Inc. 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:

Los Angeles, Los Angeles, CA

City/County/State

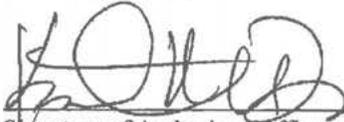
11/3/17

Date

Spohn Ranch, Inc., 6824 S. Centinela Avenue, Los Angeles, CA 90230

Name of Business

Address



Kirsten Dermer

Signature of Authorized Office or Representative    Print Name

CEO, 626-330-5803

Title Telephone Number

# CITY OF LOS ANGELES

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

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

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

### 2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

### 3. Who is responsible for the administration and enforcement of the Ordinance?

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

### 4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public on or after September 4, 2001. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**11. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**12. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**13. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**14. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
  
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**15. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

**16. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**17. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(c)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**18. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.



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: 01/13/1998 State of incorporation: CA

List the corporation's current officers.

President: Aaron Spohn

Vice President: Damon Spohn

Secretary: Kirsten Dermer

Treasurer: Kirsten Dermer

Check the box only if your firm is a publicly traded corporation.

List those who own (5%) or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of five percent (5%) or more of the corporation's stock.

Kirsten Dermer

Mark Bradford

Aaron Spohn

Damon Spohn

**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.**

\_\_\_\_\_  
\_\_\_\_\_

**B. OWNERSHIP AND NAME CHANGES**

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

Yes  No

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

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

Yes  No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

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

Yes  No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five (5) years.

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

Yes  No

Spohn Ranch, Inc.

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)]

FINANCIAL RESOURCES AND RESPONSIBILITY

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

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five (5) years, the debtor in a bankruptcy case?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

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

Yes  No

If Yes, explain the circumstances on Attachment B.

C. INSURANCE

8. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

**Workers' Compensation Insurance Policy Currently in Effect**

**Legally Self-Insured**

**No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three (3) years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: .65 EMR-1: .68 YR 2: .70 EMR-2: .73 YR. 3: .75 EMR-3:

11. Within the past five (5) years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes  No

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

**D. PERFORMANCE HISTORY**

12. How many years has your firm been in business? 25 Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes  No

If **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last ten (10) years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.  
 Check the box if you have not had any similar contracts in the last five (5) years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.
16. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.
17. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?  
 Yes  No  
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**E. DISPUTES**

18. In the past five (5) years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.
- (a) Payment to subcontractors?  
 Yes  No
- (b) Work performance on a contract?  
 Yes  No
- (c) Employment-related litigation brought by an employee?  Yes  No

Responsibility Questionnaire (rev 1/25/12)

Does your firm have any outstanding judgments pending against it?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

19. In the past five (5) years, has your firm been assessed liquidated damages on a contract?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

#### F. COMPLIANCE

20. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

21. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes  No

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

22. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

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

23. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last three (3) years.

**BUSINESS INTEGRITY**

24. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

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

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

25. In the past five (5) years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

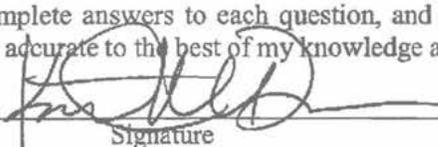
Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Kirsten Dermer, CEO



11/3/17

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page

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## ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

### FEDERAL ENTITIES

#### **Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

#### **Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

#### **Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

#### **Federal Environmental Protection Agency**

- Environmental Protection Act

#### **National Labor Relations Board**

- National Labor Relations Act

#### **Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

### STATE ENTITIES

#### **California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

#### **California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

#### **California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

#### **California's Department of Justice LOCAL**

### ENTITIES

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

### OTHERS

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**ATTACHMENT B FOR SECTIONS D THROUGH I**

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

Page

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## SECTION E

### CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

#### **INSTRUCTIONS:**

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

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

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three ( 3 ) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

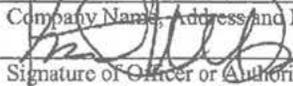
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty (30) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

Spohn Ranch, Inc., 6824 S. Centinela Avenue, Los Angeles, CA 90230

Company Name, Address and Phone Number

  
Signature of Officer or Authorized Representative

Kirsten Dermer, CEO

Print Name and Title of Officer or Authorized Representative

11/3/17

Date

Awarding City Department

Contract Number

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

## CITY OF LOS ANGELES

### LIVING WAGE ORDINANCE

#### (Los Angeles Administrative Code Section 10.37 et seq.)

##### 1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$12.00) per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

##### 2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

##### 3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

**4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

**6. Are all employees covered by the Ordinance?**

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**7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

**8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to One Hundred Dollars (\$100.00) for each day the violation remains uncorrected.

**9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

**11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

**12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification**: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j))**. Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g))**. Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c))**. Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11)**. Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13)**. No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
  - b. **One-person contractors with no employees (LAAC 10.37.1(f))**: Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
  - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
  - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:  
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
  - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
    - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
    - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
    - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

## LWO -DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No. If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

**EXEMPTION INFORMATION:**

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

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>• A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>• The exemption is valid for all employees except Child Care Workers.</li> <li>• Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>• Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>• This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS</li> <li>2. ANSWER the following questions:                             <ul 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> </ul> </li> <li>3. Based on Question 2 above, is A less than C?                             <ul style="list-style-type: none"> <li><input type="checkbox"/> YES <input type="checkbox"/> NO</li> </ul>                             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?                             <ul style="list-style-type: none"> <li><input type="checkbox"/> YES <input type="checkbox"/> NO</li> </ul> </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 on the bid, 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 become ineligible for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will comply with the LWO's requirements.

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 #: _____
Approved: <input type="checkbox"/> Not Approved - Reason: _____			
By Analyst: _____		Date: _____	

## LWO - OCC NON-COVERAGE/EXEMPTION APPLICATION

### OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDED DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

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

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone Number: _____	
2. Company Address _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No. If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION:	
TO BE REQUESTED BY AWARDED DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT.	
TO BE REQUESTED BY AWARDED 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 _____
<small>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.</small>	
AWARDED DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
_____	Contact Phone: _____
_____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved - Reason: _____	
By OCC Analyst: _____	Date: _____

**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION**  
**ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90)- day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

This does not apply. We are donating skatepark equipment. We are not subcontracting anything.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

This does not apply. We are donating skatepark equipment. We are not subcontracting anything.

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**DEPARTMENT OF PUBLIC WORKS' POLICY  
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR QUALIFICATIONS (RFQ)**

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**B. DEFINITIONS**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00).
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
  6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
  7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least ten (10%) or more, and the veteran must reside in California.
  8. Certification must be current on the date the task work order for the project is assigned if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
    - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

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

- a. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance 1149 S.  
Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://bca.lacity.org/>
- b. CalTrans  
State of California, Department of Transportation, Civil Rights Group 1823  
14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

### C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFO response non-responsive and will result in its rejection.** Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
- d. Southern California Minority Supplier Development Council, Inc. (for a fee) 800  
W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 FAX: (213) 689-1707  
Internet address: <http://www.scmssc.org>
9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).
3. If you are not contacted within fifteen (15) minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

*Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.*

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	ATTENDED PRE-SUBMITTAL MEETING
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

**Required Documentation:** An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

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

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

4	WRITTEN NOTICES TO SUBCONSULTANTS
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent's responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 - 10	100%	1-10
11 - 20	80%	9-16
21 - 50	60%	13-30
51 - 100	40%	21-40
101 - 200	25%	26-50
> 200	10%	20+

A respondent's failure to utilize this notification function will result in their RFQ response being deemed non-responsive.

**Note:** Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. In utilizing the BAVN's notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFQs, making a copy of the RFQ available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

**Required Documentation:**

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) the responses and/or bids received;
  - 2) the name of the subconsultant who submitted the bid/quote;
  - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. **All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

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

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

**Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

**D. AWARD OF CONTRACT**

The Board reserves the right to reject any and all RFQ responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

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

**E. SUBCONSULTANT SUBSTITUTION**

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

F. **SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. **SUBMITTAL DOCUMENTS**

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

H. **RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. **AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**Schedule A**  
**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS**  
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,  
 SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.
	This does not apply. We are donating skatepark equipment. We are not subcontracting anything.			

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

Consultants List.  
  
 Signature of Person Completing this Form

Kirsten Dermer  
 Printed Name of Person Completing this Form

CEO                      11/3/17  
 Title                      Date

**MUST BE SUBMITTED WITH THE RFQ RESPONSE**

## SECTION H

### MUNICIPAL LOBBYING ORDINANCE (MLO)

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

#### **INSTRUCTIONS:**

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



Los Angeles Administrative Code § 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (i) "Public lease or license".

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**SECTION I**

**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

**INSTRUCTIONS:**

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

**LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Spohn Ranch, Inc.

I. Corporate or Main Office Address:

6824 S. Centinela Avenue, Los Angeles, CA 90230

\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization: 45

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

30% ; Percentage Residing in the City: 25%

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

## SECTION J

### REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10<sup>th</sup> of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

#### INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

**SECTION K**

**COMPLIANCE WITH LOS ANGELES CITY  
CHARTER SECTION 470(c)(12) (MEASURE H)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSTRUCTIONS:**

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

**REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

Spohn Ranch, Inc.

Contractor or Name of Company

  
By: (Signature)

11/3/17

Date



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 affect your bid or proposal. If you have questions about this form please contact the Ethics Commission.

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (job or contract number, if applicable)	Date Bid Submitted
--	--------------------

Description of Contract (role of PFP and services to be provided)

City Department Awarding the Contract:

### BIDDER INFORMATION

Name: Spohn Ranch, Inc.  
Address: 6824 S. Centinela Avenue, Los Angeles, CA 90230  
Email: kirsten@spohnranch.com Phone: 626-330-5803

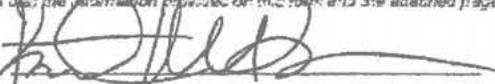
### SCHEDULE SUMMARY

Please complete all three of the following:

- 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.
- 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.
- TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** 3

### 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)(2)(3) and any related ordinances. I understand penalty of perjury under the laws of the City of Los Angeles and the state of California and the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 11/3/17 Signature:   
Name: Kirsten Dermer  
Title: CEO



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics@city.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: Kirsten Dermer Title: CEO  
 Address: 6824 S. Centinela Avenue, Los Angeles, CA 90230

Name: Aaron Spohn Title: President  
 Address: 6824 S. Centinela Avenue, Los Angeles, CA 90230

Name: Mark Bradford Title: COO  
 Address: 6824 S. Centinela Avenue, Los Angeles, CA 90230

Name: Damon Spohn Title: Vice President  
 Address: 6824 S. Centinela Avenue, Los Angeles, CA 90230

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 (Bladders) 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: \_\_\_\_\_

## SECTION L

### NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four [4] pages) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

### INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

# CITY OF LOS ANGELES

## NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

### **I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### **II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

Form OCC/ND-EEP-1 (7/11)

- C. part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation,

age, disability, marital status or medical condition.

- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**Equal Employment Practices Provisions Certification –**

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

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

Spohn Ranch, Inc.

COMPANY NAME

6824 S. Centinela Avenue

ADDRESS

Los Angeles, CA 90230

CITY, COUNTY, STATE, ZIP



AUTHORIZED SIGNATURE

Kirsten Dermer, CEO

NAME AND TITLE (TYPE OR PRINT)

626-330-5803, [kirsten@spohnranch.com](mailto:kirsten@spohnranch.com)

TELEPHONE/E-MAIL

**SECTION M**

**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

## CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
  - A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –  
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**  
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**  
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**  
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**  
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. **COUNSELING OF A SELF-SUPPORTING CENTER**  
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.
- K. **START-UP OF A SELF-SUPPORTING CENTER**  
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

- L. **START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER**  
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.
- M. **FLEXIBLE WORK HOURS**  
Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.
- N. **FLEXIPLACE/WORK-AT-HOME**  
Company offers employees the option to work in their homes; may be available part- or full-time.
- O. **PERMANENT PART-TIME/JOB SHARING**  
Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. **WORK-AT-HOME FOLLOWING MATERNITY LEAVE**  
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q. **UNPAID PARENTAL LEAVE**  
Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. **DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM**  
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**



SECTION N

IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

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

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE (1) of the options shown below.

### OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> Spohn Ranch, Inc.		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Kirsten Dermer, CEO		
<i>Date Executed</i> 11/3/17	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

### OPTION #2: EXEMPTION

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

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

**SECTION O**

**AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

**INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

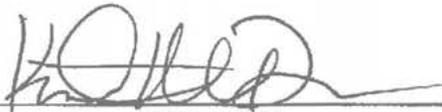
1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: Spohn Ranch, Inc.

Kirsten Dermer, CEO

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
\_\_\_\_\_  
SIGNATURE

11/3/17  
\_\_\_\_\_  
DATE



# DEPARTMENT OF RECREATION AND PARKS

## SECTION II

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

SECTION P

BUSINESS TAX REGISTRATION CERTIFICATE

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

**INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

enclosed

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City Of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name:

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER										FUND		CLASS		

New Format:

ACCOUNT NUMBER												FUND		CLASS		

State effective dates here: to

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

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

Exemption Number:

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

Explanation:



**CITY OF LOS ANGELES**  
Office of Finance  
P.O. Box 53200  
Los Angeles CA 90053-0200

15131 CLARK AVE B  
HACIENDA HEIGHTS CA 91745-1434



\*\*\*\*\*SCH 5-DIGIT 90230 7  
SPOHN RANCH INC 2630  
6824 S CENTINELA AVE  
CULVER CITY CA 90230-6301

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED:	STATUS
0000217155-0001-6	LGR2	GR2-Ord 183419	11/28/2015	ACTIVE

ISSUED TO

SPOHN RANCH INC  
6824 S CENTINELA AVE  
CULVER CITY CA 90230-6301

15131 CLARK AVE B  
HACIENDA HEIGHTS CA 91745-1434

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY  
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:  
*Antoinette P. Christou*  
DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

FORM 200C (Rev. 11/13)

IMPORTANT - READ REVERSE SIDE

Dear Business Owner:

RE: Issuance of New Business Tax Registration Certificate (BTRC)

This notification is provided to advise you of the implementation of City of Los Angeles Ordinance #183419 which, in part, consolidates certain business classifications to simplify tax compliance. The ordinance consolidates Los Angeles Municipal Code Section 21.42 into Section 21.41 and consolidates Sections 21.44 and 21.45 into Section 21.43.

If your business activity was previously classified under Section 21.41 or Section 21.42, the above BTRC reflects the new consolidated classification LGR1. If your business activity was previously classified under Sections 21.43, 21.44 or 21.45, the above BTRC reflects the new consolidated classification LGR2. For more information, please visit our website at [finance.lacity.org](http://finance.lacity.org).

Sincerely,

Office of Finance

## Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Spohn Ranch, Inc.**

**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:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 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.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  S Corporation  Partnership  Trust/estate

**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) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**6824 S. Centinela Ave.**

**6** City, state, and ZIP code  
**Los Angeles, CA 90230**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

Print or type  
 See Specific Instructions on page 2.

**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.

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.

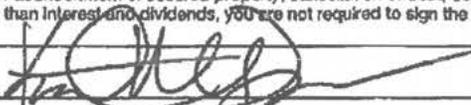
Social security number									
or									
Employer identification number									
9	5	-	4	6	7	0	2	0	8

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**      Signature of U.S. person ▶       Date ▶ **7/27/16**

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

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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.

## SECTION Q

### AFFIRMATIVE ACTION PLAN

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

Respondents are advised that any contract awarded pursuant to this process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

#### **INSTRUCTIONS:**

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

**SECTION R**

**CITY-APPROVED PROOF OF INSURANCE**

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

**INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

**SECTION 5**

**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

**INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.

**SECTION T**  
**FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER (TIN) AND**  
**CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

SECTION U

LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION  
ORDINANCE ADDITIONAL FORMS

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

**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:	
<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 SCWRD FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS, OR THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</small>	

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 16 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://hca.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:
<small>By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRD, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.</small>		
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, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

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

1. Company Name:
2. STATE the number of employees working ON THIS CITY CONTRACT:
3. ATTACH a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. INDICATE (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No If YES:
  - 5a. SUBMIT a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
  - 5b. STATE how much, if any, employees pay for co-premiums: \$
6. SUBMIT a copy of your company's current PAID time off policy for the employees working on the City contract.
7. SUBMIT a copy of your company's current UNPAID time off policy for the employees working on the City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE 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	Date
Phone #	

**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 AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION		
1) Company Name: _____	Contact Person: _____	Phone Number: _____
2) Do you have subcontractors working on this City contract? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.		
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? Yes No 8. Is the length of the subcontract over three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <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? Yes No 8. Is the length of the subcontract over three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <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: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <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>1</sup>	III CBA <sup>2</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 <input type="checkbox"/> Yes <input type="checkbox"/> No ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No  If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<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 <input type="checkbox"/> Yes <input type="checkbox"/> No ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No  If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .	<input type="checkbox"/>	<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	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>
Collective bargaining agreement w/supersession language	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>
Small Business	
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 - [http://bca.lacity.org/index.cfm?nxt=ee&nxt\\_body=div\\_occ\\_lwo\\_forms.cfm](http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm)  
 2) Subcontractor Information Form      LW 18 - [http://bca.lacity.org/index.cfm?nxt=ee&nxt\\_body=div\\_occ\\_lwo\\_forms.cfm](http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm)  
 3) Subcontractor Declaration of Compliance Form (retain)      LW 5 - [http://bca.lacity.org/index.cfm?nxt=ee&nxt\\_body=div\\_occ\\_lwo\\_forms.cfm](http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm)

**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: _____	Contract #: _____
Dept Contact: _____	Contact Phone: _____

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

- <sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
  - (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than eight (8) times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement
- <sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.
- <sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.
- (A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.
- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.
  - (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.
- <sup>4</sup> **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.
- <sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in

## 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?    Yes     No  If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): \_\_\_\_\_
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: \_\_\_\_\_

**SECTION I: BUSINESS INFORMATION**

**CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:**

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you **DID NOT** check off ANY boxes in PART A, your company IS **NOT ELIGIBLE FOR AN EXEMPTION.**  
If you checked off ANY boxes in PART A, continue to Section II.

**SECTION II: EMPLOYEE INFORMATION**

**CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:**

PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three- fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  <b>OR</b> Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off ANY boxes in PART C, your company IS **NOT ELIGIBLE FOR AN EXEMPTION.**  
If you checked off ANY box in PART C, **ATTACH** supporting documentation, **SIGN, AND SUBMIT EXEMPTION FORM.**

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

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

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

ANY APPROVAL OF THIS APPLICATION EXEMPTS CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE CHIEF 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: \_\_\_\_\_

Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

- (i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

- (ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.
- (iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

- 6 **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.



**SECTION V**

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

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

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional, professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

**SECTION W**

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/  
FIRST SOURCE HIRING ORDINANCE**

**Equal Benefits Ordinance**

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

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

### **First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

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

The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

#### **INSTRUCTIONS:**

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EEO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### **FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://hca.lacounty.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://hca.lacounty.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

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

### **DECLARATION UNDER PENALTY OF PERJURY**

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

### **TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "EEO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

Jon Doe

25 July, 2016

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or 'wet' signature. Once signed electronically, this document is considered original and legally binding.

# FORMS A – H INDEX

- A Contractor Governmental Reference Sheet
- B Contractor Key Employee Reference Sheet
- C Project Qualification Form
- D Information Release Form
- E Certificate of Liability Insurance Form
- F Applicants Declaration of Self-Insurance
- G Out-Of-State Bidders
- H Slavery Disclosure Ordinance Exemption Application

**FORM A**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET  
CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Lehi Skatepark  
 Location of Project City of Lehi, UT  
 Project Description Design and construction of cast-in-place concrete skatepark  
 Amount of the Contract \$550,000 Duration in Months: 3  
 Awarding Agency City of Lehi, UT  
 Awarding Agency Address 153 N. 100 E.  
 City Lehi State: UT Zip Code: 84043  
 Awarding Agency Telephone Number (Include Area Code): 801-836-1023  
 Awarding Agency Project Liaison: Steve Marchbanks, smarchbanks@lehi-ut.gov  
 Project Liaison Telephone Number (Include Area Code) 801-836-1023

Name of Project Leesburg Skatepark  
 Location of Project City of Leesburg, VA  
 Project Description Design and construction of cast-in-place concrete skatepark  
 Amount of the Contract \$620,000 Duration in Months: 4  
 Awarding Agency City of Leesburg, VA  
 Awarding Agency Address 25 W. Market Street  
 City Leesburg State: VA Zip Code: 20176  
 Awarding Agency Telephone Number (Include Area Code): 703-771-2742  
 Awarding Agency Project Liaison: Anne Geiger, ageiger@leesburgva.gov  
 Project Liaison Telephone Number (Include Area Code) 703-771-2742

Name of Project Palm Lane Skatepark & Schweitzer Skatepark  
 Location of Project City of Anaheim, CA  
 Project Description Design and construction of cast-in-place concrete skateparks  
 Amount of the Contract \$300,000 Duration in Months: 1.5  
 Awarding Agency City of Anaheim, CA  
 Awarding Agency Address 200 S. Anaheim Blvd.  
 City Anaheim State: CA Zip Code: 92805  
 Awarding Agency Telephone Number (Include Area Code): 714-765-4463  
 Awarding Agency Project Liaison: Pamela Galera, pgalera@anaheim.net  
 Project Liaison Telephone Number (Include Area Code) 714-765-4463

**FORM A**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET  
CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Marine Avenue Skatepark  
 Location of Project City of Manhattan Beach, CA  
 Project Description Construction of specialty skatepark scope (subcontractor)  
 Amount of the Contract \$158,000 Duration in Months: 1  
 Awarding Agency City of Manhattan Beach, CA  
 Awarding Agency Address 3621 Bell Avenue  
 City Manhattan Beach State: CA Zip Code: 90266  
 Awarding Agency Telephone Number (Include Area Code): 310-802-5357  
 Awarding Agency Project Liaison: Ish Medrano, imedrano@citymb.info  
 Project Liaison Telephone Number (Include Area Code) 310-802-5357

Name of Project South Branch Skatepark  
 Location of Project Sykesville, MD  
 Project Description Design and construction of cast-in-place concrete skatepark  
 Amount of the Contract \$520,000 Duration in Months: 3  
 Awarding Agency Howard County, MD  
 Awarding Agency Address 8103 Sandy Spring Road  
 City Laurel State: MD Zip Code: 20707  
 Awarding Agency Telephone Number (Include Area Code): 410-313-4689  
 Awarding Agency Project Liaison: Raul Delerme, rdelerme@howardcountymd.gov  
 Project Liaison Telephone Number (Include Area Code) 410-313-4689

Name of Project Bechtel Summit Reserve - Boy Scouts  
 Location of Project Glen Jean, WV  
 Project Description Planning, design, construction of largest action sports facility in the world.  
 Amount of the Contract \$6.5 million Duration in Months: 18  
 Awarding Agency Boy Scouts of America  
 Awarding Agency Address 2109 Westinghouse Blvd.  
 City Charlotte State: NC Zip Code: 28273  
 Awarding Agency Telephone Number (Include Area Code): 360-608-5300  
 Awarding Agency Project Liaison: Jim Virgin, jvirgin.bsa@gmail.com  
 Project Liaison Telephone Number (Include Area Code) 360-608-5300

**FORM A**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET  
CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Walker Mill Skatepark  
 Location of Project District Heights, MD  
 Project Description Demolition, earthwork, bioretention, steel fab, vertical & horizontal shotcrete, color  
 Amount of the Contract \$906,000 Duration in Months: 4  
 Awarding Agency Maryland National Capital Parks  
 Awarding Agency Address 6600 Kenilworth Avenue  
 City Riverdale State: MD Zip Code: 20737  
 Awarding Agency Telephone Number (Include Area Code): 301-699-2480  
 Awarding Agency Project Liaison: Brenda Iraola, brenda.iraola@pgparks.com  
 Project Liaison Telephone Number (Include Area Code) 301-699-2480

Name of Project Cape May County Skatepark  
 Location of Project City of Ocean City, NJ  
 Project Description Community meetings, design, CDs, shotcrete, concrete, integral color, site work  
 Amount of the Contract \$747,000 Duration in Months: 3  
 Awarding Agency City of Ocean City, NJ  
 Awarding Agency Address 861 Asbury Avenue  
 City Ocean City State: NJ Zip Code: 08226  
 Awarding Agency Telephone Number (Include Area Code): 609-399-6111  
 Awarding Agency Project Liaison: Mike Devlieger, mdevlieger@ocnj.us  
 Project Liaison Telephone Number (Include Area Code) 609-399-6111

Name of Project Planz Park Skatepark  
 Location of Project City of Bakersfield, CA  
 Project Description Turnkey skatepark construction - earthwork, cast-in-place concrete, shotcrete, steel  
 Amount of the Contract \$360,000 Duration in Months: 3  
 Awarding Agency City of Bakersfield, CA  
 Awarding Agency Address 1600 Truxtun Avenue  
 City Bakersfield State: CA Zip Code: 93301  
 Awarding Agency Telephone Number (Include Area Code): 661-326-3014  
 Awarding Agency Project Liaison: Dianne Hoover, dhoover@bakersfieldcity.us  
 Project Liaison Telephone Number (Include Area Code) 661-326-3014

FORM B

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET  
CONTRACTOR MUST USE THIS FORM

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Name of Employee Aaron Spohn Title President  
Years Experience 40 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information Master carpenter, skatepark builder, educator of community officials

Name of Employee Mark Bradford Title COO  
Years Experience 25 Current Licenses and/or Certifications Contractor's licenses in 15 states, ACI nozzleman  
Other Pertinent Information Certified overhead nozzleman, concrete expert, master skatepark builder, author

Name of Employee Kirsten Dermer Title CEO  
Years Experience 25 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information 25 years building skateparks; compliance, administrative, legal, finance

Name of Employee Damon Spohn Title Vice President  
Years Experience 25 Current Licenses and/or Certifications Contractor's licenses  
Other Pertinent Information Master skatepark designer

Name of Employee Vincent Onel Title Director of Skatepark Development  
Years Experience 12 Current Licenses and/or Certifications LEED  
Other Pertinent Information Skatepark development specialist, designer, planner, project manager

Name of Employee Douglas Hagen Title Director of Projects  
Years Experience 15 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information Expert project management of all our skatepark projects

Name of Employee Charlie Wilkins Title Lead Designer  
Years Experience 10 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information Professional skateboarder, lead skatepark designer

Olivia Rich

Division Lead - Precast Concrete

10

Head of our precast concrete skatepark construction and installation division.

FORM C

PROJECT QUALIFICATION FORM

Prior to filling out this sheet, please refer to page 12 of this RFQ document for instructions.

Project Type: ( SPOHN RANCH DESIGN/BUILD SKATE PARK, ACTION SPORTS AND RELATED PRODUCTS AND SERVICES )

Project Address/Location: Bechtel Summit Reserve, Glen Jean, WV (Boy Scouts of America)

Customer Contact Name: Jim Virgin

Customer Contact Phone #: 360-608-5300

County: Fayette County, WV

Project Start Date: 1/1/11 (design began)

Project Completion Date: 6/30/13

Project Summary:

Planning, design, and construction of the largest action sports facility in the world. When the Boy Scouts of America wanted to build a permanent home for their annual World Jamboree, they came to Spohn Ranch. We evaluated their needs - providing training and recreation for thousands of Scouts over a 10-day period - and planned a series of action sports courses to meet them. We then designed and built over 490,000 square feet of courses, for various sports and ability levels.

The project was in the middle of the forest in Glen Jean, WV. Roads were being constructed in order to provide us access to our work areas.

Our construction scope of work included mass grading, excavation, drainage, electrical work, plumbing, forming, rebar, shotcrete, concrete, retaining walls, etc.

Please print out additional Project Qualification Forms (Form C) as necessary.











FORM D

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

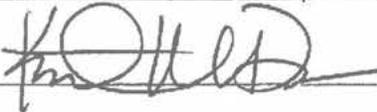
By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: Kirsten Dermer Title: CEO

Signature:  Date: 11/15/17

Firm's Name: Spohn Ranch, Inc. Phone: 626-330-5803

Firm's Address: 6824 S. Centinela Avenue, Los Angeles, CA 90230  
Street City, State Zip

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to Exhibit B for minimum coverage limits.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

INSURED LTR INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SEC <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGES TO RENTED "MEMBERS" (EA OCCURRING) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND                      EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIM \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Los Angeles is an additional insured by blanket endorsement.

<b>CERTIFICATE HOLDER</b> City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**FORM E**

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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Los Angeles

**Applicant's Declaration of Self-Insurance**

It is hereby RESOLVED that:

Name and Address of Organization:
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which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
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**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
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**FORM G**

**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

**NOT APPLICABLE - WE ARE IN CA**

Permit Number: \_\_\_\_\_

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

No Permit Number: \_\_\_\_\_

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

SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION

SDO EXEMPTION

CITY OF LOS ANGELES  
 Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
 Phone: (213) 647-1922 Fax: (213) 647-2777

**SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION**

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

**Section 1: Awarding Department**

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

**Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:
Company Address:	
City:	State: Zip:
Purpose:	BAVN Contract ID:
Start Date:	End Date: Amount:

**Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

- The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.
- The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved: _____	Not Approved. (See attached memorandum.) _____
OCC Analyst: _____	Date: _____

**THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

# EXHIBITS A – C INDEX

- A. Specifications and Proposed As-Needed Contract Language
- B. Insurance Information and Coverage Requirements
- C. Compliance Document Package

## EXHIBIT A

### ***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR (SPOHN RANCH DESIGN/BUILD SKATE PARK, ACTION SPORTS AND RELATED PRODUCTS AND SERVICES)***

**These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.**

#### **ARTICLE 1**

##### **SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

#### **ARTICLE 2**

##### **SPECIFICATIONS**

##### **PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

#### **ARTICLE 3**

##### **LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

#### **ARTICLE 4**

##### **MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

## EXHIBIT A

### ARTICLE 5 NON-ENDORSEMENT ADVERTISING

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

### ARTICLE 6 ADDITIONAL GOODS AND SERVICES REQUIRED

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

### ARTICLE 7 DISPOSAL OF RESIDUAL WASTE

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

### ARTICLE 8 LICENSES AND PERMITS

CONTRACTOR is required to have at least a California Contractor's License:  
a) "C-39" (Roofing Contractor)

### ARTICLE 9 TERM OF CONTRACT

The resulting as-needed contract will be a three (3) year contract.

### ARTICLE 10 CONTRACT ANNUAL CEILING AMOUNT

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Three Million Dollars (\$3,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

### ARTICLE 11 TERMINATION OF CONTRACT

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

## EXHIBIT A

### ARTICLE 12 SUBCONTRACT APPROVAL

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

#### 12.1 SUBLETTING AND SUBCONTRACTORS

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

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
  2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
    - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
    - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
  3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
  4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
  5. All requests for approval of Subcontractors must contain the following information:
    - A. Project Name
    - B. Project Work Order Number

## EXHIBIT A

- C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
  7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
  8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
  9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
  10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
  11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
  12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

### 12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms,

## EXHIBIT A

conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.

- When the listed Subcontractor becomes bankrupt or insolvent.
- When the listed Subcontractor fails or refuses to perform its subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
- When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
- When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
- When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
- When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### 12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

### 12.4 PENALTIES

## EXHIBIT A

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

### 12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

### ARTICLE 13 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

### ARTICLE 14 PERFORMANCE BOND

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

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#### 14.1 PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

**EXHIBIT A**

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15**  
**WARRANTY**

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

**ARTICLE 16**  
**PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17**  
**REPRESENTATIVES FOR THE PARTIES**  
**CONTRACTOR'S REPRESENTATIVE**

Name: Kirsten Dermer  
Telephone: 626-330-5803  
Emergency/Cell Phone: 818-612-7711  
Fax: 626-330-5503  
Email: kirsten@spohnranch.com

**PERSON TO CONTACT FOR CONSTRUCTION SERVICES:**

Name: Doug Hagen  
Telephone: 718-480-8143  
Emergency/Cell Phone: 970-390-5265  
Fax: 626-330-5503  
Email: doug@spohnranch.com

**CITY'S REPRESENTATIVE**  
**Robert Feld**  
**Department of Recreation and Parks**  
**Contracts, Finance Division**  
221 N. Figueroa St.  
Los Angeles, CA 90012  
Phone: (213) 202-5621

## EXHIBIT A

Fax # (213) 202-2614 (Coversheet Required)

E-mail: [robert.feld@lacity.org](mailto:robert.feld@lacity.org)

### **ARTICLE 18** **CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

### **ARTICLE 19** **INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of the CONTRACTOR.

### **ARTICLE 20** **OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

### **ARTICLE 21** **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

### **ARTICLE 22** **SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

### **ARTICLE 23** **FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

## EXHIBIT A

### **ARTICLE 24** **SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

### **ARTICLE 25** **GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

### **ARTICLE 26** **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

### **ARTICLE 27** **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

#### **27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

#### **27.2 Insurance**

##### **27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR\_Form A), covering its operations hereunder.

## EXHIBIT A

Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

### ARTICLE 28

#### CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement within Exhibit C incorporated herein by this reference.

### ARTICLE 29

#### CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

### ARTICLE 30

#### SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

**"General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance"**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of

## EXHIBIT A

at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

- a. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
  - b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
    - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
    - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
  - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  - e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
  - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
2. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.

## EXHIBIT A

3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
4. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

### Grant Funded Applications

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

"In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles ("Los Angeles"), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant."

### ARTICLE 31

#### AMERICANS WITH DISABILITY ACT

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto within Exhibit C and incorporated herein by this reference.

### ARTICLE 32

#### EQUAL BENEFITS ORDINANCE

In accordance with the attached information on Page 54 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

### ARTICLE 33

#### CONFLICT OF INTEREST

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

## EXHIBIT A

### ARTICLE 34

#### CLEAN AIR/CLEAN WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

### ARTICLE 35

#### ORDER OF PRECEDENCE

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

### ARTICLE 36

#### SAFETY REQUIREMENTS

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

### ARTICLE 37

#### ENTIRE CONTRACT

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**

## EXHIBIT B

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).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at

<http://track4la.lacity.org>.

4. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

STATE OF CALIFORNIA

**dca**

DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number

**761475**

Entity

**CORP**

Business Name

**SPOHN RANCH INC**

Classification(s)

**B C61/D10 C61/D12 C61/D24  
C61/D31 C61/D34 C61/D39  
C61/D06 A**

Expiration Date

**04/30/2019**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## Required Insurance and Minimum Limits

Name: Spohn Ranch, Inc.

Date: 11/09/2017

Agreement/Reference: for the purchase of Design/Build Skateparks and other action sports and related products and services

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**

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**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** City of Los Angeles must be named as an Additional Insured 1,000,000

- Products/Completed Operations
- Fire Legal Liability
- with \$2,000,000 aggregate
- Sexual Misconduct

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

**Professional Liability** (Errors and Omissions) 1,000,000

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

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

- All Risk Coverage
- Flood
- Earthquake
- Boiler and Machinery
- Builder's Risk

\_\_\_\_\_

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

**Crime Insurance**

Other: Submitted to: Robert Feld @ RAP

\*Professional Liability Insurance is required for Contractor or any sub-contractor performing professional design/engineering type work as part of the project (if any).

## SPOHNCRETE PRICING

Note: Component pricing does not include following costs: Coping, 2" x 2" or 2" x 6" Edge Protection, BMX Plate and Transition Plates. Steel options priced separately by the lineal foot. Shipping to customer in Continental US is included; excludes AK & HI. State surcharges detailed on Ancillary Price List.

	DESCRIPTION	PRICE/ Linear Foot
COP20	Coping 2 3/8 inch (outside diameter) Galvanized	\$24.01
COP20-1	Coping 2 3/8 inch (outside diameter) Stainless Steel	\$57.28
COP20-2	Curved Coping 2 3/8 inch Stainless Steel	\$114.56
ANG22-1	2" Edge Protection Stainless Steel	\$52.38
ANG22-2	Curved 2" Edge Protection Stainless Steel	\$104.78
ANG26-1	2" x 6" Edge Protection Stainless Steel	\$56.75
BMX-1	BMX Plate Stainless Steel	\$48.02
BMXC-1	BMX Curved Plate Stainless Steel	\$55.28
TRP030-1	12" Wide Transition Plate Stainless Steel	\$61.11
TRP040-1	16" Wide Transition Plate Stainless Steel	\$78.57
HR001-1	Square Grind Rails	\$154.50
HR001-12	Round Grind Rails	\$154.50
	Consumables	\$99.21
	Pool Coping - Concrete	\$59.05
	<b>Safety Rails</b>	<b>PRICE</b>
84448-1	SIDE GUARD RAILS	\$969.39
84442-1	BACK GUARD RAILS	\$969.39
L8448-11	L SHAPED GUARD RAILS - LEFT	\$969.39
R8448-11	L SHAPED GUARD RAILS - RIGHT	\$969.39



U8448-11  
C8448-11

U SHAPED GUARD RAILS  
CURVED GUARD RAIL

\$969.39  
\$969.39



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>BANK 14 degree</b>				
B0030	4'-1"	4'-1"	1'	\$3,000.06
B0060	8'	4'-1"	2'	\$4,194.95
B0080	10'	4'-1"	2'-8"	\$4,891.06
B1030	4'-1"	5'-1"	1'	\$3,476.26
B1060	8'	5'-1"	2'	\$4,466.19
B1080	10'	5'-1"	2'-8"	\$5,192.93
B1130	4'-1"	6'-1"	1'	\$3,952.46
B1160	8'	6'-1"	2'	\$4,737.41
B1180	10'	6'-1"	2'-8"	\$5,494.80
B2030	4'-1"	8'-3"	1'	\$4,946.87
B2060	8'	8'-3"	2'	\$5,342.87
B2080	10'	8'-3"	2'-8"	\$6,098.54
B2090	11'	8'-3"	3'H	\$6,534.00
B3030	4'-1"	12'-4"	1'	\$7,662.00
B3060	8'	12'-4"	2'	\$8,058.00
B3080	10'	12'-4"	2'-8"	\$8,454.00
B4030	4'-1"	16'-5"	1'	\$9,483.00
B4060	8'	16'-5"	2'	\$10,077.00
<b>BANK 20 DEGREE</b>				
B200030	4'-4"	4'-1"	1'	\$3,063.06
B200060	7'	4'-1"	2'	\$3,942.95



B200080	8'-8"	4'-1"	2'-8"	\$4,555.06
B200098	10'-3"	4'-1"	3'-3"	\$5,565.11
B200120	12'-3"	4'-1"	4'	\$6,131.32
B201030	4'-4"	5'-1"	1'	\$3,476.26
B201060	7'	5'-1"	2'	\$4,214.19
B201080	8'-8"	5'-1"	2'-8"	\$4,856.93
B201098	10'-3"	5'-1"	3'-3"	\$5,777.80
B201120	12'-3"	5'-1"	4'	\$6,522.84
B201130	4'-4"	6'-1"	1'	\$3,952.46
B201160	7'	6'-1"	2'	\$4,485.41
B201180	8'-8"	6'-1"	2'-8"	\$5,158.80
B201198	10'-3"	6'-1"	3'-3"	\$5,990.48
B202220	12'-3"	6'-1"	4'	\$6,914.36
B202030	4'-4"	8'-3"	1'	\$4,946.87
B202060	7'	8'-3"	2'	\$5,342.87
B202080	8'-8"	8'-3"	2'-8"	\$5,762.54
B202098	10'-3"	8'-3"	3'-3"	\$6,415.85
B202120	10'-3"	8'-3"	4'	\$7,193.39
B203030	4'-4"	12'-4"	1'	\$7,662.00
B203060	7'	12'-4"	2'	\$8,058.00
B203080	8'-8"	12'-4"	2'-8"	\$8,454.00
B204030	4'-4"	16'-5"	1'	\$9,483.00
B204060	7'	16'-5"	2'	\$10,077.00
B204080	8'-8"	16'-5"	2'-8"	\$10,869.00

**BANK 25 DEGREE**

B250030	4'-1"	4'-1"	1'	\$3,268.84
B250060	6'-1"	4'-1"	2'	\$4,009.09
B250080	7'-6"	4'-1"	2'-8"	\$4,584.38
B250090	8'-6"	4'-1"	3'	\$5,176.13
B250098	8'-10"	4'-1"	3'-3"	\$5,614.77
B250120	10'-5"	4'-1"	4'	\$6,084.46
B250150	12'-6"	4'-1"	5'	\$6,765.75





B250130	4'-1"	5'-1"	1'	\$3,775.62
B250160	6'-1"	5'-1"	2'	\$4,317.30
B250180	7'-6"	5'-1"	2'-8"	\$4,927.42
B250190	8'-6"	5'-1"	3'	\$5,462.15
B250198	8'-10"	5'-1"	3'-3"	\$5,856.45
B250120	10'-5"	5'-1"	4'	\$6,529.37
B250150	12'-6"	5'-1"	5'	\$7,225.88
B251130	4'-1"	6'-1"	1'	\$4,282.39
B251160	6'-1"	6'-1"	2'	\$4,625.51
B251180	7'-6"	6'-1"	2'-8"	\$5,270.45
B251190	8'-6"	6'-1"	3'	\$5,748.19
B251198	8'-10"	6'-1"	3'-3"	\$6,098.14
B251120	10'-5"	6'-1"	4'	\$6,974.27
B251150	12'-6"	6'-1"	5'	\$7,686.00
B252030	4'-1"	8'-3"	1'	\$5,337.94
B252060	6'-1"	8'-3"	2'	\$5,787.94
B252080	7'-6"	8'-3"	2'-8"	\$6,145.52
B252090	8'-6"	8'-3"	3'	\$6,320.25
B252098	8'-10"	8'-3"	3'-3"	\$6,581.50
B252120	10'-5"	8'-3"	4'	\$7,864.08
B252150	12'-6"	8'-3"	5'	\$8,606.25
B253030	4'-1"	12'-4"	1'	\$8,283.00
B253060	6'-1"	12'-4"	2'	\$8,733.00
B253080	7'-6"	12'-4"	2'-8"	\$9,183.00
B253090	8'-6"	12'-4"	3'	\$9,408.00
B253098	8'-10"	12'-4"	3'-3"	\$9,633.00
B254030	4'-1"	16'-5"	1'	\$10,212.00
B254060	6'-1"	16'-5"	2'	\$10,887.00
B254080	7'-6"	16'-5"	2'-8"	\$11,787.00
B254090	8'-6"	16'-5"	3'	\$12,237.00
<b>Bank Accessories</b>				
Euro Gap				\$450.00





PC20298	10'-3"	10'-3"	3'-3"	\$2,457.00
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**BANK VOLCANO 14 DEGREE**

BV060	8'	8'	2'	\$4,543.20
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**BANK VOLCANO 20 DEGREE**

BV20060	7'	7'	2'	\$4,734.00
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BV20080	8'-8"	8'-8"	2'-8"	\$5,514.00
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BV20098	10'-3"	10'-3"	3'-3"	\$6,633.00
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**BANK VOLCANO 25 DEGREE**

BV25060	6'-1"	6'-1"	2'	\$4,413.00
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BV25080	7'-6"	7'-6"	2'-8"	\$5,130.00
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BV25098	8'-9"	8'-9"	3'-3"	\$5,805.00
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**BANK BOWL 14 DEGREE**

BB060	8'	8'	2'	\$5,256.00
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**BANK BOWL 20 DEGREE**



BB20060	7'	7'	2'	\$4,914.00
BB20080	8'-8"	8'-8"	2'-8"	\$5,694.00
BB20098	10'-3"	10'-3"	3'-3"	\$6,633.00

**BANK BOWL 25 DEGREE**

BB25060	6'-1"	6'-1"	2'	\$4,953.00
BB25080	7'-6"	7'-6"	2'-8"	\$5,850.00
BB25098	8'-9"	8'-9"	3'-3"	\$6,525.00

DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
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**CORNER PYRAMID W/ 8"WIDE 14 DEGREE BANK**

BPC0060	12'-1"	8'	2'	\$7,535.64
BPC2060	16'-3"	8'	2'	\$9,625.68



**CORNER PYRAMID W/ 20 DEGREE BANK**

BPC20060	15'-3"	7'	2'	\$8,333.64
BPC20080	16'-11"	8'-8"	2'-8"	\$9,366.00



**CORNER PYRAMID W/ 25 DEGREE BANK**

BPC25060	14'-4"	6'-1"	2'	\$8,601.60
BPC25080	15'-9"	7'-6"	2'-8"	\$9,639.00
BPC25090	16'-5"	8'-3"	3'	\$10,509.00



**BANK VOLCANO W/ 14 DEGREE BANK**

BBV0060	16'-3"	8'	2'	\$8,668.80
BBV2060	16'-3"	8'	2'	\$9,728.10



**BANK VOLCANO W/ 20 DEGREE BANK**

BBV20060	15'-3"	7'	2'	\$8,292.06
BBV20080	16'-11"	8'-8"	2'-8"	\$9,318.75

**BANK VOLCANO W/ 25 DEGREE BANK**

BBV25060	14'-4"	6'-1"	2'	\$8,476.86
BBV25080	15'-9"	7'-6"	2'-8"	\$9,497.25
BBV25090-1	16'-5"	8'-3"	3'	\$10,349.70

**BANK BOWL W/ 14 DEGREE BANK**

BBB0060	12'-1"	8'	2'	\$7,618.80
BBB2060	16'-3"	8'	2'	\$9,728.10

**BANK BOWL W/ 20 DEGREE BANK**

BBB20060	15'-3"	7'	2'	\$8,292.06
BBB20080	16'-11"	8'-8"	2'-8"	\$9,318.75

**BANK BOWL W/ 25 DEGREE BANK**

BBB25060	14'-4"	6'-1"	2'	\$8,476.86
BBB25080	15'-9"	7'-6"	2'-8"	\$9,497.25



BBB25090	16'-5"	8'-3"	3'	\$10,349.70
BBB25098	17'	8'-10"	3'-3"	\$10,917.90



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>LARGE BANK VOLCANO 14 DEGREE</b>				
LBV060-1	8'	11'	2'	\$6,732.00



<b>LARGE BANK VOLCANO 20 DEGREE</b>				
LBV080-1	8'-8"	11'-2"	2'-8"	\$7,170.00
LBV120-1	9'-7"	12'	4'	\$8,766.00

<b>HALF MOON BANK</b>				
HB2060-1	5'-9"	10'	2'	\$7,470.00
HM090-1	8'	10'	3'	\$8,370.00

<b>FLOATING BANK</b>				
FLB250060	6'-11"	4'-1"	2'	\$4,620.00
FLB250080	8'-4"	4'-1"	2'-8"	\$5,514.00
FLB250090	9'-4"	4'-1"	3'	\$5,862.00
FLB250098	9'-8"	4'-1"	3'-3"	\$5,991.00
FLB250120	11'-3"	4'-1"	4'	\$7,425.00
FLB250150	13'-4"	4'-1"	5'	\$8,310.00

FLB250.5060	6'-11"	5'-1"	2'	\$4,980.00
FLB250.5080	8'-4"	5'-1"	2'-8"	\$6,054.00
FLB250.5090	9'-4"	5'-1"	3'	\$6,582.00
FLB250.5098	9'-8"	5'-1"	3'-3"	\$6,891.00
FLB250.5120	11'-3"	5'-1"	4'	\$7,785.00
FLB250.5150	13'-4"	5'-1"	5'	\$9,030.00
FLB251060	6'-11"	6'-1"	2'	\$5,583.00
FLB251080	8'-4"	6'-1"	2'-8"	\$6,594.00
FLB251090	9'-4"	6'-1"	3'	\$7,302.00
FLB251098	9'-8"	6'-1"	3'-3"	\$7,611.00
FLB251120	11'-3"	6'-1"	4'	\$8,415.00
FLB251150	13'-4"	6'-1"	5'	\$9,570.00
FLB252060	6'-11"	8'-3"	2'	\$7,029.00
FLB252080	8'-4"	8'-3"	2'-8"	\$7,764.00
FLB252090	9'-4"	8'-3"	3'	\$8,292.00
FLB252098	9'-8"	8'-3"	3'-3"	\$8,466.00
FLB252120	11'-3"	8'-3"	4'	\$9,585.00
FLB252150	13'-4"	8'-3"	5'	\$10,560.00
FLB253060	6'-11"	12'-4"	2'	\$10,308.00
FLB253080	8'-4"	12'-4"	2'-8"	\$10,938.00
FLB253090	9'-4"	12'-4"	3'	\$11,298.00
FLB253098	9'-8"	12'-4"	3'-3"	\$11,343.00
FLB253120	11'-3"	12'-4"	4'	\$13,008.00
FLB253150	13'-4"	12'-4"	5'	\$13,620.00
FLB254060	6'-11"	16'-5"	2'	\$11,967.00
FLB254080	8'-4"	16'-5"	2'-8"	\$12,327.00
FLB254090	9'-4"	16'-5"	3'	\$12,687.00
FLB254098	9'-8"	16'-5"	3'-3"	\$13,047.00
FLB254120	11'-3"	16'-5"	4'	\$14,397.00
FLB254150	13'-4"	16'-5"	5'	\$14,937.00



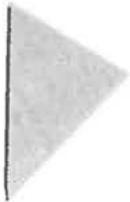
**CURVED BANK**

CB090-1	7'-4"	10'-5"	3'	\$9,375.00
CB120-1	9'-1"	6'-7"	4'	\$9,939.00
CB150-1	10'-9"	9'-5"	5'	\$11,439.00



**LARGE BANK BOWL 14 DEGEES**

LBB060	8'		2'	\$8,766.00
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**CORNER BANK**

BC060	8'	11'4"	2'	\$6,981.40
BC080	8'-8"	12'-3"	2'-8"	\$7,389.49
BC098	10'-3"	14'-6"	3'-3"	\$8,149.13
BC150	8'-3"	20'	5'	\$10,305.00

**FLOATING BANK LAUNCH**

FLBL2050-1	5'-5"	6'-3"	1'-10"	\$4,901.40
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FLBR2050-1	5'-5"	6'-3"	1'-10"	\$4,901.40
FLBL2060-1	5'-9"	6'-3"	2'	\$4,901.40
FLBR2060-1	5'-9"	6'-3"	2'	\$4,901.40
FLBL2070-1	6'-2"	5'-11"	1'-8"	\$4,880.40
FLBR2070-1	6'-2"	5'-11"	1'-8"	\$4,880.40

**FLOATING BANK LAUNCH (STRAIGHT)**

FB2060-1	6'	6'	2'	\$4,838.40
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**BANK W/ PLATFORM**

BP0030	6'-1"	4'-1"	1'	\$5,935.49
BP0060	12'-2"	4'-1"	2'	\$7,676.39
BP0080	12'-9"	4'-1"	2'-8"	\$8,063.06
BP0098	14'-4"	4'-1"	3'-3"	\$8,795.03
BP0120	16'-4"	4'-1"	4'	\$9,677.32
BP1030	12'-2"	5'-1"	2'	\$7,874.43
BP1060	12'-9"	5'-1"	2'-8"	\$8,295.41
BP1080	14'-4"	5'-1"	3'-3"	\$9,037.74
BP1098	16'-4"	5'-1"	4'	\$9,924.21
BP1130	12'-2"	6'-2"	2'	\$8,072.48
BP1160	12'-9"	6'-2"	2'-8"	\$8,527.75
BP1180	14'-4"	6'-2"	3'-3"	\$9,280.43
BP1198	16'-4"	6'-2"	4'	\$10,171.09
BP2030	6'-1"	8'-3"	1'	\$7,254.00
BP2060	12'-2"	8'-3"	2'	\$8,468.58
BP2080	12'-9"	8'-3"	2'-8"	\$8,992.46

BP2098	14'-4"	8'-3"	3'-3"	\$9,765.84
BP2120	16'-4"	8'-3"	4'	\$10,664.85



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>SPEEDRAMP</b>				
SO0080	6'-6"	4'-1"	2'-8"	\$4,756.50
SO0098	7'-4"	4'-1"	3'-3"	\$5,174.40
SO0120	8'-4"	4'-1"	4'	\$5,592.72
SO0150	9'-9"	4'-1"	5'	\$6,199.20
SO0180	11'-2"	4'-1"	6'	\$6,972.00
SO1098	6'-6"	5'-1"	2'-8"	\$4,808.48
SO1120	7'-4"	5'-1"	3'-3"	\$5,226.37
SO1150	8'-4"	5'-1"	4'	\$5,707.06
SO1180	9'-9"	5'-1"	5'	\$6,303.15
SO1280	11'-2"	5'-1"	6'	\$7,075.95
SO1298	6'-6"	6'-2"	2'-8"	\$4,860.45
SO1220	7'-4"	6'-2"	3'-3"	\$5,278.35
SO1250	8'-4"	6'-2"	4'	\$5,821.41
SO1280	9'-9"	6'-2"	5'	\$6,407.10
SO2080	11'-2"	6'-2"	6'	\$7,179.90
SO2080	6'-6"	8'-3"	2'-8"	\$5,405.40
SO2098	7'-4"	8'-3"	3'-3"	\$5,613.30
SO2120	8'-4"	8'-3"	4'	\$6,050.10
SO2150	9'-9"	8'-3"	5'	\$6,615.00
SO2180	11'-2"	8'-3"	6'	\$7,387.80
SO3080	6'-6"	12'-4"	2'-8"	\$7,598.64
SO3098	7'-4"	12'-4"	3'-3"	\$7,879.30
SO3120	8'-4"	12'-4"	4'	\$8,440.63
SO4080	6'-6"	16'-5"	2'-8"	\$9,791.88

SO4098	7'-4"	16'-5"	3'-3"	\$10,145.31
SO4120	8'-4"	16'-5"	4'	\$10,869.00

**SPEEDRAMP W/ PLATFORM**



SK0080	10'-5"	4'-1"	2'-8"	\$6,970.11
SK0098	11'-4"	4'-1"	3'-3"	\$7,625.56
SK0120	12'-4"	4'-1"	4'	\$8,519.72
SK0150	13'-9"	4'-1"	5'	\$9,447.53
SK0180	15'-1"	4'-1"	6'	\$10,026.86
SK1080	10'-5"	5'-1"	2'-8"	\$7,144.83
SK1098	11'-4"	5'-1"	3'-3"	\$7,861.11
SK1120	12'-4"	5'-1"	4'	\$8,719.47
SK1150	13'-9"	5'-1"	5'	\$9,608.34
SK1180	15'-1"	5'-1"	6'	\$10,237.55
SK3080	10'-5"	6'-2"	2'-8"	\$7,319.55
SK3098	11'-4"	6'-2"	3'-3"	\$8,096.66
SK3120	12'-4"	6'-2"	4'	\$8,919.23
SK3150	13'-9"	6'-2"	5'	\$9,769.15
SK3180	15'-1"	6'-2"	6'	\$10,448.23
SK2080	10'-5"	8'-3"	2'-8"	\$7,668.99
SK2098	11'-4"	8'-3"	3'-3"	\$8,567.76
SK2120	12'-4"	8'-3"	4'	\$9,318.72
SK2150	13'-9"	8'-3"	5'	\$10,090.77
SK2180	15'-1"	8'-3"	6'	\$10,869.60

DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
RAMP 5'R				





R51060	4'-7"	4'-1"	2'	\$3,135.00
R51080	5'	4'-1"	2'-8"	\$3,339.00
R51098	5'-4"	4'-1"	3'-3"	\$3,682.87
R51120	5'-6"	4'-1"	4'	\$3,901.59
R51150	5'-8"	4'-1"	5'	\$4,234.65
R51260	4'-7"	5'-1"	2'	\$3,384.75
R51280	5'	5'-1"	2'-8"	\$3,520.08
R51298	5'-4"	5'-1"	3'-3"	\$3,799.82
R51220	5'-6"	5'-1"	4'	\$4,027.37
R51250	5'-8"	5'-1"	5'	\$4,374.98
R51360	4'-7"	6'-2"	2'	\$3,781.50
R51380	5'	6'-2"	2'-8"	\$3,953.17
R51398	5'-4"	6'-2"	3'-3"	\$4,126.76
R51320	5'-6"	6'-2"	4'	\$4,321.15
R51350	5'-8"	6'-2"	5'	\$4,641.32
R52060	4'-7"	8'-3"	2'	\$4,554.00
R52080	5'	8'-3"	2'-8"	\$4,798.33
R52098	5'-4"	8'-3"	3'-3"	\$4,885.65
R52120	5'-6"	8'-3"	4'	\$5,097.71
R52150	5'-8"	8'-3"	5'	\$5,446.98
R53060	4'-7"	12'-4"	2'	\$6,672.00
R53080	5'	12'-4"	2'-8"	\$7,068.00
R53098	5'-4"	12'-4"	3'-3"	\$7,464.00
R53120	5'-6"	12'-4"	4'	\$7,860.00
R53150	5'-8"	12'-4"	5'	\$8,652.00
R54060	4'-7"	16'-5"	2'	\$8,691.00
R54080	5'	16'-5"	2'-8"	\$9,384.00
R54098	5'-4"	16'-5"	3'-3"	\$9,681.00
R54120	5'-6"	16'-5"	4'	\$10,473.00
R54150	5'-8"	16'-5"	5'	\$11,067.00



**FLOATING RAMP 5'R**

FR51060	4'-7"	4'-1"	2'	\$3,855.00
FR51080	5'	4'-1"	2'-8"	\$4,072.50
FR51098	5'-4"	4'-1"	3'-3"	\$4,451.81
FR51120	5'-6"	4'-1"	4'	\$4,919.63
FR51150	5'-8"	4'-1"	5'	\$5,067.38
FR55060	4'-7"	5'-1"	2'	\$4,121.62
FR55080	5'	5'-1"	2'-8"	\$4,275.41
FR55098	5'-4"	5'-1"	3'-3"	\$4,584.70
FR55120	5'-6"	5'-1"	4'	\$5,006.30
FR55150	5'-8"	5'-1"	5'	\$5,226.84
FR56060	4'-7"	6'-2"	2'	\$4,535.25
FR56080	5'	6'-2"	2'-8"	\$4,730.33
FR56098	5'-4"	6'-2"	3'-3"	\$4,927.59
FR56120	5'-6"	6'-2"	4'	\$5,260.99
FR56150	5'-8"	6'-2"	5'	\$5,512.31
FR52060	4'-7"	8'-3"	2'	\$5,341.50
FR52080	5'	8'-3"	2'-8"	\$5,619.15
FR52098	5'-4"	8'-3"	3'-3"	\$5,718.38
FR52120	5'-6"	8'-3"	4'	\$5,959.35
FR52150	5'-8"	8'-3"	5'	\$6,356.25
FR53060	4'-7"	12'-4"	2'	\$7,383.00
FR53080	5'	12'-4"	2'-8"	\$8,058.00
FR53098	5'-4"	12'-4"	3'-3"	\$8,508.00
FR53120	5'-6"	12'-4"	4'	\$8,958.00
FR53150	5'-8"	12'-4"	5'	\$9,858.00
FR54060	4'-7"	16'-5"	2'	\$9,762.00

FR54080	5'	16'-5"	2'-8"	\$10,549.50
FR54098	5'-4"	16'-5"	3'-3"	\$10,887.00
FR54120	5'-6"	16'-5"	4'	\$11,787.00
FR54150	5'-8"	16'-5"	5'	\$12,462.00

**QUARTERPIPE 5'R**



Q51060	8'-2"	4'-1"	2'	\$6,064.24
Q51080	8'-8"	4'-1"	2'-8"	\$6,342.35
Q51098	8'-11"	4'-1"	3'-3"	\$6,529.18
Q51120	9'-2"	4'-1"	4'	\$7,274.92
Q51150	9'-3"	4'-1"	5'	\$7,937.38
Q53060	8'-2"	5'-1"	2'	\$2,668.71
Q53080	8'-8"	5'-1"	2'-8"	\$3,207.25
Q53098	8'-11"	5'-1"	3'-3"	\$3,519.61
Q53120	9'-2"	5'-1"	4'	\$3,438.78
Q53150	9'-3"	5'-1"	5'	\$3,231.72
Q54060	8'-2"	6'-2"	2'	\$2,790.85
Q54080	8'-8"	6'-2"	2'-8"	\$3,411.90
Q54098	8'-11"	6'-2"	3'-3"	\$3,774.14
Q54120	9'-2"	6'-2"	4'	\$3,664.54
Q54150	9'-3"	6'-2"	5'	\$3,411.86
Q52060	8'-2"	8'-3"	2'	\$6,573.80
Q52080	8'-8"	8'-3"	2'-8"	\$7,160.95
Q52098	8'-11"	8'-3"	3'-3"	\$7,547.27
Q52120	9'-2"	8'-3"	4'	\$8,177.94
Q52150	9'-3"	8'-3"	5'	\$8,657.96

DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
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**RAMP 6'R**

R61060	5'-1"	4'-1"	2'	\$3,310.50
R61080	5'-8"	4'-1"	2'-8"	\$3,556.50
R61098	5'-10"	4'-1"	3'-3"	\$3,846.00
R61120	6'	4'-1"	4'	\$4,036.50
R61150	6'-4"	4'-1"	5'	\$4,417.50
R61180	6'-7"	4'-1"	6'	\$4,728.00
R61260	5'-1"	5'-1"	2'	\$3,426.82
R61280	5'-8"	5'-1"	2'-8"	\$3,705.00
R61298	5'-10"	5'-1"	3'-3"	\$3,969.75
R61220	6'	5'-1"	4'	\$4,197.38
R61250	6'-4"	5'-1"	5'	\$4,578.37
R61380	6'-7"	5'-1"	6'	\$4,923.52
R61360	5'-1"	6'-2"	2'	\$3,816.15
R61380	5'-8"	6'-2"	2'-8"	\$3,979.50
R61398	5'-10"	6'-2"	3'-3"	\$4,177.50
R61320	6'	6'-2"	4'	\$4,400.25
R61350	6'-4"	6'-2"	5'	\$4,739.25
R61480	6'-7"	6'-2"	6'	\$5,119.05
R62060	5'-1"	8'-3"	2'	\$4,573.80
R62080	5'-8"	8'-3"	2'-8"	\$4,801.50
R62098	5'-10"	8'-3"	3'-3"	\$4,950.00
R62120	6'	8'-3"	4'	\$5,247.00
R62150	6'-4"	8'-3"	5'	\$5,544.00
R62180	6'-7"	8'-3"	6'	\$5,930.10
R63060	5'-1"	12'-4"	2'	\$6,771.00
R63080	5'-8"	12'-4"	2'-8"	\$7,167.00
R63098	5'-10"	12'-4"	3'-3"	\$7,563.00
R63120	6'	12'-4"	4'	\$7,959.00
R63150	6'-4"	12'-4"	5'	\$8,751.00

R63180	6'-7"	12'-4"	6'	\$9,642.00
R64060	5'-1"	16'-5"	2'	\$8,790.00
R64080	5'-8"	16'-5"	2'-8"	\$9,483.00
R64098	5'-10"	16'-5"	3'-3"	\$9,780.00
R64120	6'	16'-5"	4'	\$10,572.00
R64150	6'-4"	16'-5"	5'	\$11,166.00
R64180	6'-7"	16'-5"	6'	\$11,760.00

**QUARTERPIPE 6'R**

Q61060	8'-7"	4'-1"	2'	\$6,268.23
Q61080	9'-2"	4'-1"	2'-8"	\$6,567.35
Q61098	9'-4"	4'-1"	3'-3"	\$6,713.38
Q61120	9'-6"	4'-1"	4'	\$7,457.91
Q61150	9'-10"	4'-1"	5'	\$8,183.39
Q61180	10'-1"	4'-1"	6'	\$8,580.00
Q63060	8'-7"	5'-1"	2'	\$6,415.13
Q63080	9'-2"	5'-1"	2'-8"	\$6,786.86
Q63098	9'-4"	5'-1"	3'-3"	\$6,997.60
Q63120	9'-6"	5'-1"	4'	\$7,701.69
Q63150	9'-10"	5'-1"	5'	\$8,388.28
Q63180	10'-1"	5'-1"	6'	\$8,836.90
Q64060	8'-7"	6'-2"	2'	\$6,562.02
Q64080	9'-2"	6'-2"	2'-8"	\$7,006.36
Q64098	9'-4"	6'-2"	3'-3"	\$7,281.82
Q64120	9'-6"	6'-2"	4'	\$7,945.46
Q64150	9'-10"	6'-2"	5'	\$8,593.16
Q64180	10'-1"	6'-2"	6'	\$9,093.81
Q62060	8'-7"	8'-3"	2'	\$6,855.80
Q62080	9'-2"	8'-3"	2'-8"	\$7,445.35



Q62098	9'-4"	8'-3"	3'-3"	\$7,850.27
Q62120	9'-6"	8'-3"	4'	\$8,433.00
Q62150	9'-10"	8'-3"	5'	\$9,002.95
Q62180	10'-1"	8'-3"	6'	\$9,607.62

**QUARTERPIPE 7'R**



Q71060	9'-3"	4'-1"	2'	\$6,592.95
Q71080	9'-11"	4'-1"	2'-8"	\$6,922.78
Q71098	10'-4"	4'-1"	3'-3"	\$7,159.51
Q71120	10'-8"	4'-1"	4'	\$7,969.82
Q71150	11'-2"	4'-1"	5'	\$8,778.23
Q71180	11'-5"	4'-1"	6'	\$9,132.46
Q71210	11'-6"	4'-1"	7'	\$9,758.70
Q72060	9'-3"	5'-1"	2'	\$6,722.89
Q73080	9'-11"	5'-1"	2'-8"	\$7,140.49
Q73098	10'-4"	5'-1"	3'-3"	\$7,430.27
Q73120	10'-8"	5'-1"	4'	\$8,209.99
Q73150	11'-2"	5'-1"	5'	\$8,969.88
Q73180	11'-5"	5'-1"	6'	\$9,384.89
Q73210	11'-6"	5'-1"	7'	\$9,990.63
Q74060	9'-3"	6'-2"	2'	\$6,852.83
Q74080	9'-11"	6'-2"	2'-8"	\$7,358.20
Q74098	10'-4"	6'-2"	3'-3"	\$7,701.04
Q74120	10'-8"	6'-2"	4'	\$8,450.15
Q74150	11'-2"	6'-2"	5'	\$9,161.52
Q74180	11'-5"	6'-2"	6'	\$9,637.33
Q74210	11'-6"	6'-2"	7'	\$10,222.57
Q72060	9'-3"	8'-3"	2'	\$7,112.70
Q72080	9'-11"	8'-3"	2'-8"	\$7,793.63
Q72098	10'-4"	8'-3"	3'-3"	\$8,242.58

Q72120	10'-8"	8'-3"	4'	\$8,930.49
Q72150	11'-2"	8'-3"	5'	\$9,544.81
Q72180	11'-5"	8'-3"	6'	\$10,142.19
Q72210	11'-6"	8'-3"	7'	\$10,686.43



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>RAMP 7'R</b>				
R71060	5'-7"	4'-1"	2'	\$3,486.00
R71080	6'-3"	4'-1"	2'-8"	\$3,753.00
R71098	6'-8"	4'-1"	3'-3"	\$4,155.00
R71120	7'	4'-1"	4'	\$4,338.00
R71150	7'-6"	4'-1"	5'	\$4,761.00
R71180	7'-9"	4'-1"	6'	\$5,071.50
R71210	7'-10"	4'-1"	7'	\$5,439.00
R75060	5'-7"	5'-1"	2'	\$3,592.42
R75080	6'-3"	5'-1"	2'-8"	\$3,901.50
R75098	6'-8"	5'-1"	3'-3"	\$4,278.75
R75120	7'	5'-1"	4'	\$4,536.00
R75150	7'-6"	5'-1"	5'	\$4,934.25
R75180	7'-9"	5'-1"	6'	\$5,269.29
R75210	7'-10"	5'-1"	7'	\$5,715.75
R76060	5'-7"	6'-2"	2'	\$3,845.85
R76080	6'-3"	6'-2"	2'-8"	\$4,050.00
R76098	6'-8"	6'-2"	3'-3"	\$4,402.50
R76120	7'	6'-2"	4'	\$4,734.00
R76150	7'-6"	6'-2"	5'	\$5,107.50
R76180	7'-9"	6'-2"	6'	\$5,467.10
R76210	7'-10"	6'-2"	7'	\$5,992.49

R72060	5'-7"	8'-3"	2'	\$4,583.70
R72080	6'-3"	8'-3"	2'-8"	\$4,851.00
R72098	6'-8"	8'-3"	3'-3"	\$5,049.00
R72120	7'	8'-3"	4'	\$5,445.00
R72150	7'-6"	8'-3"	5'	\$5,643.00
R72180	7'-9"	8'-3"	6'	\$5,988.68
R72210	7'-10"	8'-3"	7'	\$6,650.97
R73060	5'-7"	12'-4"	2'	\$6,870.00
R73080	6'-3"	12'-4"	2'-8"	\$7,266.00
R73098	6'-8"	12'-4"	3'-3"	\$7,662.00
R73120	7'	12'-4"	4'	\$8,058.00
R73150	7'-6"	12'-4"	5'	\$8,850.00
R73180	7'-9"	12'-4"	6'	\$9,840.00
R73210	7'-10"	12'-4"	7'	\$10,830.00
R74060	5'-7"	16'-5"	2'	\$8,889.00
R74080	6'-3"	16'-5"	2'-8"	\$9,582.00
R74098	6'-8"	16'-5"	3'-3"	\$9,879.00
R74120	7'	16'-5"	4'	\$10,671.00
R74150	7'-6"	16'-5"	5'	\$11,265.00
R74180	7'-9"	16'-5"	6'	\$11,859.00
R74210	7'-10"	16'-5"	7'	\$13,047.00

#### FLOATING RAMP 7'R

FR71060	5'-7"	4'-1"	2'	\$4,219.50
FR71080	6'-3"	4'-1"	2'-8"	\$4,500.00
FR71098	6'-8"	4'-1"	3'-3"	\$4,942.50
FR71120	7'	4'-1"	4'	\$5,139.00
FR71150	7'-6"	4'-1"	5'	\$5,602.50
FR71180	7'-9"	4'-1"	6'	\$5,946.75
FR71210	7'-10"	4'-1"	7'	\$6,361.50



FR75060	5'-7"	5'-1"	2'	\$4,340.44
FR75080	6'-3"	5'-1"	2'-8"	\$4,668.75
FR75098	6'-8"	5'-1"	3'-3"	\$5,083.13
FR75120	7'	5'-1"	4'	\$5,364.00
FR75150	7'-6"	5'-1"	5'	\$5,799.38
FR75180	7'-9"	5'-1"	6'	\$6,171.52
FR75210	7'-10"	5'-1"	7'	\$6,675.98
FR76060	5'-7"	6'-2"	2'	\$4,608.38
FR76080	6'-3"	6'-2"	2'-8"	\$4,837.50
FR76098	6'-8"	6'-2"	3'-3"	\$5,223.75
FR76120	7'	6'-2"	4'	\$5,589.00
FR76150	7'-6"	6'-2"	5'	\$5,996.25
FR76180	7'-9"	6'-2"	6'	\$6,396.29
FR76210	7'-10"	6'-2"	7'	\$6,990.46
FR72060	5'-7"	8'-3"	2'	\$5,375.25
FR72080	6'-3"	8'-3"	2'-8"	\$5,679.00
FR72098	6'-8"	8'-3"	3'-3"	\$5,904.00
FR72120	7'	8'-3"	4'	\$6,354.00
FR72150	7'-6"	8'-3"	5'	\$6,579.00
FR72180	7'-9"	8'-3"	6'	\$6,971.82
FR72210	7'-10"	8'-3"	7'	\$7,724.42
FR73060	5'-7"	12'-4"	2'	\$7,833.00
FR73080	6'-3"	12'-4"	2'-8"	\$8,283.00
FRT3090	6'-5"	12'-4"	2'	\$8,733.00
FR73098	6'-8"	12'-4"	3'-3"	\$8,733.00
FR73120	7'	12'-4"	4'	\$9,183.00
FR73150	7'-6"	12'-4"	5'	\$10,083.00
FR73180	7'-9"	12'-4"	6'	\$11,208.00
FR73210	7'-10"	12'-4"	7'	\$12,333.00
FR74060	5'-7"	16'-5"	2'	\$9,987.00

FR74080	6'-3"	16'-5"	2'-8"	\$10,774.50
FR74098	6'-8"	16'-5"	3'-3"	\$11,112.00
FR74120	7'	16'-5"	4'	\$12,012.00
FR74150	7'-6"	16'-5"	5'	\$12,687.00
FR74180	7'-9"	16'-5"	6'	\$13,362.00
FR74210	7'-10"	16'-5"	7'	\$14,712.00



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>RAMP 8'R</b>				
R81060	5'-10"	4'-1"	2'	\$3,756.90
R81080	6'-6"	4'-1"	2'-8"	\$4,033.80
R81098	6'-10"	4'-1"	3'-3"	\$4,444.50
R81120	7'	4'-1"	4'	\$4,595.40
R81150	7'-6"	4'-1"	5'	\$5,048.10
R81180	8'	4'-1"	6'	\$5,446.35
R81210	8'-4"	4'-1"	7'	\$5,911.50
R81240	8'-6"	4'-1"	8'	\$6,498.00
R85060	5'-10"	5'-1"	2'	\$3,873.97
R85080	6'-6"	5'-1"	2'-8"	\$4,197.15
R85098	6'-10"	5'-1"	3'-3"	\$4,580.62
R85120	7'	5'-1"	4'	\$4,813.20
R85150	7'-6"	5'-1"	5'	\$5,238.68
R85180	8'	5'-1"	6'	\$5,663.93
R85210	8'-4"	5'-1"	7'	\$6,215.91
R85240	8'-6"	5'-1"	8'	\$6,844.50
R86060	5'-10"	6'-2"	2'	\$4,075.04
R86080	6'-6"	6'-2"	2'-8"	\$4,360.50
R86098	6'-10"	6'-2"	3'-3"	\$4,716.75
R86120	7'	6'-2"	4'	\$5,031.00
R86150	7'-6"	6'-2"	5'	\$5,429.25
R86180	8'	6'-2"	6'	\$5,881.50
R86210	8'-4"	6'-2"	7'	\$6,520.34
R86240	8'-6"	6'-2"	8'	\$7,191.00
R82060	5'-10"	8'-3"	2'	\$4,834.17
R82080	6'-6"	8'-3"	2'-8"	\$5,128.20
R82098	6'-10"	8'-3"	3'-3"	\$5,346.00
R82120	7'	8'-3"	4'	\$5,781.60

R82150	7'-6"	8'-3"	5'	\$5,999.40
R82180	8'	8'-3"	6'	\$6,379.65
R82210	8'-4"	8'-3"	7'	\$7,129.17
R82240	8'-6"	8'-3"	8'	\$7,884.00
R83060	5'-10"	12'-4"	2'	\$6,879.90
R83080	6'-6"	12'-4"	2'-8"	\$7,267.98
R83098	6'-10"	12'-4"	3'-3"	\$7,761.00
R83120	7'	12'-4"	4'	\$8,157.00
R83150	7'-6"	12'-4"	5'	\$8,949.00
R83180	8'	12'-4"	6'	\$9,939.00
R83210	8'-4"	12'-4"	7'	\$10,929.00
R83240	8'-6"	12'-4"	8'	\$11,127.00
R84060	5'-10"	16'-5"	2'	\$9,087.00
R84080	6'-6"	16'-5"	2'-8"	\$9,681.00
R84098	6'-10"	16'-5"	3'-3"	\$10,077.00
R84120	7'	16'-5"	4'	\$10,770.00
R84150	7'-6"	16'-5"	5'	\$11,364.00
R84180	8'	16'-5"	6'	\$11,958.00
R84210	8'-4"	16'-5"	7'	\$13,146.00
R84240	8'-6"	16'-5"	8'	\$13,740.00

**QUARTERPIPE W/ PLATFORM 8'R**

Q81060	9'-4"	4'-1"	2'	\$7,263.39
Q81080	9'-10"	4'-1"	2'-8"	\$7,547.42
Q81098	10'-2"	4'-1"	3'-3"	\$7,925.24
Q81120	10'-6"	4'-1"	4'	\$8,602.83
Q81150	11'	4'-1"	5'	\$9,549.94
Q81180	11'-6"	4'-1"	6'	\$9,996.10
Q81210	11'-10"	4'-1"	7'	\$10,798.84
Q81240	12'	4'-1"	8'	\$11,637.00



Q83060	9'-4"	5'-1"	2'	\$7,464.85
Q83080	9'-10"	5'-1"	2'-8"	\$7,798.47
Q83098	10'-2"	5'-1"	3'-3"	\$8,186.36
Q83120	10'-6"	5'-1"	4'	\$8,896.86
Q83150	11'	5'-1"	5'	\$9,804.02
Q83180	11'-6"	5'-1"	6'	\$10,283.60
Q83210	11'-10"	5'-1"	7'	\$11,111.38
Q83240	12'	5'-1"	8'	\$11,934.00
Q84060	9'-4"	6'-2"	2'	\$7,666.32
Q84080	9'-10"	6'-2"	2'-8"	\$8,049.53
Q84098	10'-2"	6'-2"	3'-3"	\$8,447.47
Q84120	10'-6"	6'-2"	4'	\$9,190.89
Q84150	11'	6'-2"	5'	\$10,058.12
Q84180	11'-6"	6'-2"	6'	\$10,571.09
Q84210	11'-10"	6'-2"	7'	\$11,423.93
Q84240	12'	6'-2"	8'	\$12,231.00
Q82060	9'-4"	8'-3"	2'	\$8,069.25
Q82080	9'-10"	8'-3"	2'-8"	\$8,551.64
Q82098	10'-2"	8'-3"	3'-3"	\$8,969.72
Q82120	10'-6"	8'-3"	4'	\$9,778.95
Q82150	11'	8'-3"	5'	\$10,566.31
Q82180	11'-6"	8'-3"	6'	\$11,146.09
Q82210	11'-10"	8'-3"	7'	\$12,049.01
Q82240	12'	8'-3"	8'	\$12,825.00

DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
Quarter Pipe Accessories Mouse Hole	NON	NON	NON	Custom







DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>TRANSITION ESCALATOR 7'R</b>				
EL72080	6'-3"	8'-3"	2'-8"	\$6,508.32
ER72080	6'-3"	8'-3"	2'-8"	\$6,510.30
EL72098	6'-8"	8'-3"	3'-3"	\$6,715.83
ER72098	6'-8"	8'-3"	3'-3"	\$6,717.81
EL72120	7'	8'-3"	4'	\$6,964.06
ER72120	7'	8'-3"	4'	\$6,966.04
EL72150	7'-6"	8'-3"	5'	\$7,404.27
ER72150	7'-6"	8'-3"	5'	\$7,406.25
EL72180	7'-9"	8'-3"	6'	\$7,652.51
ER72180	7'-9"	8'-3"	6'	\$7,654.49
EL72210	7'-10"	8'-3"	7'	\$7,955.04
ER72210	7'-10"	8'-3"	7'	\$7,957.02
EL72240	7'-10"	8'-3"	8'	\$8,266.72
ER72240	7'-10"	8'-3"	8'	\$8,268.70



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>QUARTER PIPE ESCALATOR W/ PLATFORM 7'R</b>				
EPL72080	9'-11"	8'-3"	2'-8"	\$8,058.37
EPR72080	9'-11"	8'-3"	2'-8"	\$8,060.35
EPL72098	10'-4"	8'-3"	3'-3"	\$8,524.51
EPR72098	10'-4"	8'-3"	3'-3"	\$8,526.49
EPL72120	10'-8"	8'-3"	4'	\$9,242.61
EPR72120	10'-8"	8'-3"	4'	\$9,244.59
EPL72150	11'-2"	8'-3"	5'	\$9,881.34
EPR72150	11'-2"	8'-3"	5'	\$9,883.32
EPL72180	11'-5"	8'-3"	6'	\$10,505.45
EPR72180	11'-5"	8'-3"	6'	\$10,507.43
EPL72210	11'-6"	8'-3"	7'	\$11,075.86
EPR72210	11'-6"	8'-3"	7'	\$11,077.84
EPL72240	11'-6"	8'-3"	8'	\$11,730.09

EPR72240	11'-6"	8'-3"	8'	\$11,732.07
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**SPINE RAMP**



SPS71080	11'-5"	4'-1"	2'-8"	\$8,220.03
SPS71098	12'-4"	4'-1"	3'-3"	\$8,733.77
SPS71120	13'-2"	4'-1"	4'	\$9,401.16
SPS71150	14'	4'-1"	5'	\$9,914.69
SPS71180	14'-6"	4'-1"	6'	\$10,502.23

SPS73080	11'-5"	5'-1"	2'-8"	\$8,444.04
SPS73098	12'-4"	5'-1"	3'-3"	\$9,046.67
SPS73120	13'-2"	5'-1"	4'	\$9,757.70
SPS73150	14'	5'-1"	5'	\$10,243.69
SPS73180	14'-6"	5'-1"	6'	\$10,867.10

SPS74080	11'-5"	6'-2"	2'-8"	\$8,668.05
SPS74098	12'-4"	6'-2"	3'-3"	\$9,359.55
SPS74120	13'-2"	6'-2"	4'	\$10,114.25
SPS74150	14'	6'-2"	5'	\$10,572.70
SPS74180	14'-6"	6'-2"	6'	\$11,231.96

SPS72080	11'-5"	8'-3"	2'-8"	\$9,116.08
SPS72098	12'-4"	8'-3"	3'-3"	\$9,985.33
SPS72120	13'-2"	8'-3"	4'	\$10,827.35
SPS72150	14'	8'-3"	5'	\$11,230.70
SPS72180	14'-6"	8'-3"	6'	\$11,961.68

**SPINERAMP W/ PLATFORM**



ST71080	14'-5"	4'-1"	2'-8"	\$9,651.71
ST71098	15'-7"	4'-1"	3'-3"	\$10,082.92



ST71120	15'-10"	4'-1"	4'	\$10,638.64
ST71150	16'-6"	4'-1"	5'	\$11,203.73
ST71180	17'-5"	4'-1"	6'	\$11,942.01

ST73080	14'-5"	5'-1"	2'-8"	\$9,862.72
ST73098	15'-7"	5'-1"	3'-3"	\$10,430.11
ST83120	15'-10"	5'-1"	4'	\$10,946.33
ST73150	16'-6"	5'-1"	5'	\$11,539.49
ST73180	17'-5"	5'-1"	6'	\$12,270.49

ST74080	14'-5"	6'-2"	2'-8"	\$10,073.75
ST74098	15'-7"	6'-2"	3'-3"	\$10,777.30
ST74120	15'-10"	6'-2"	4'	\$11,254.02
ST74150	16'-6"	6'-2"	5'	\$11,875.25
ST75180	17'-5"	6'-2"	6'	\$12,598.97

ST72080	14'-5"	8'-3"	2'-8"	\$10,495.78
ST72098	15'-7"	8'-3"	3'-3"	\$11,471.69
ST72120	15'-10"	8'-3"	4'	\$11,869.41
ST72150	16'-6"	8'-3"	5'	\$12,546.77
ST72180	17'-5"	8'-3"	6'	\$13,255.94



**WALL RIDE**

WR0180	9'8"	4'1"	12'	\$8,964.06
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**DESCRIPTION                      LENGTH                      WIDTH                      HEIGHT                      PRICE**

**CORNER BOWL 45° 5'R**

PE545060	4'-7"	3'-7"	2'	\$4,363.42
PE545080	5'	3'-11"	2'-8"	\$4,824.90





PE545098	5'-4"	4'-1"	3'-3"	\$5,305.01
PE545120	5'-6"	4'-3"	4'	\$5,729.37
PE545150	5'-8"	4'-5"	5'	\$6,374.48

**CORNER BOWL 5'R**



PE5060	4'-7"	4'-7"	2'	\$4,844.67
PE5080	5'	5'	2'-8"	\$5,359.64
PE5098	5'-4"	5'-4"	3'-3"	\$5,899.15
PE5120	5'-6"	5'-6"	4'	\$6,380.87
PE5150	5'-8"	5'-8"	5'	\$7,116.44

**CORNER BOWL 45° 7'R**



PE745098	6'-8"	4'-7"	3'-3"	\$5,849.48
PE745120	7'	5'	4'	\$6,335.97
PE745150	7'-6"	5'-4"	5'	\$7,096.82
PE745180	7'-9"	5'-7"	6'	\$7,998.73

**CORNER BOWL 7'R**



PE7098	6'-8"	6'-8"	3'-3"	\$6,703.87
PE7120	7'	7'	4'	\$7,274.51
PE7150	7'-6"	7'-6"	5'	\$7,962.17
PE7180	7'-9"	7'-9"	6'	\$8,939.48

**RADIUSED BANK BOWLED CORNER**



SE080	6'-6"	6'-6"	2'-8"	\$4,806.00
SE098	7'-4"	7'-4"	3'-3"	\$5,412.00



SE120	8'4"	6'	4'	\$5,723.40
SE150	9'-9"	9'-9"	5'	\$9,657.00

**LARGE CORNER BOWL 7'R**

LPE7150	7'-10"	9'-1"	5'	\$8,422.05
LPE7180	8'-1"	9'-3"	6'	\$9,441.18
LPE7210	8'-3"	12'-4"	7'	\$10,929.20
LPE7240	8'-3"	12'-4"	8'	\$11,867.74
LPE7280	8'-3"	12'-4"	9'	\$12,918.92

**LARGE CORNER BOWL 8'R**

LPE8150	8'	11'-3"	5'	\$11,943.00
LPE8180	8'3"	11'-9"	6'	\$12,465.00
LPE8240	8'5"	12'6"	8'	\$13,050.00



**LARGE CORNER BOWL 5'R**

LPE5080	6'-7"	14'-7"	2'-8"	\$12,387.00
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DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>1/4 VOLCANO 5'R</b>				
KS080	6'-7"	15'-2"	2'-8"	\$6,990.00



**VOLCANO (price is for half of a full circle)**

KS098-1	14'-7"	7'-3"	3'-3"	\$7,094.95
KS120-1	16'-4"	8'-2"	4'	\$7,877.95



**VOLCANO (price is for one quarter of a full circle)**

KS098-14	7'-3"	7'-3"	3'-3"	\$4,672.40
KS120-14	8'-2"	8'-2"	4'	\$5,187.94
KS150-14	8'-7"	8'-7"	5'	\$5,605.94



**TRANSITION CORNER 7'R**

PRT7080	5'-9"	5'-9"	2'-8"	\$3,984.71
PRT7098	6'-2"	6'-2"	3'-3"	\$4,140.95
PRT7120	6'-7"	6'-7"	4'	\$4,560.62
PRT7150	7'	7'	5'	\$4,821.13
PRT7180	7'-3"	7'-3"	6'	\$5,122.22



**TRANSITION CORNER 8'R**

PRT8120	7'-5"	7'-5"	4'	\$4,968.62
PRT8150	7'-11"	7'-11"	5'	\$5,250.13
PRT8180	8'-3"	8'-3"	6'	\$5,572.22



**RAMP 7ft R. TO SPEEDRAMP CORNER**

RSCL7098	7'-4"		3'-3"	\$4,818.00
RSCR7098	7'-4"		3'-3"	\$4,818.00
RSCL7120	8'-4"	6'-7"	4'	\$5,594.70
RSCR7120	8'-4"	6'-7"	4'	\$5,594.70
RSCL7150	9'-9"	7'	5'	\$7,011.00
RSCR7150	9'-9"	7'	5'	\$7,011.00



**RAMP 8ft R. TO SPEEDRAMP CORNER**

RSL8180	7'-10"	11'-3"	6'	\$6,924.00
RSCR8180	7'-10"	11'-3"	6'	\$6,924.00



**RAMP 7ft R. TO SPEEDRAMP 45 DEGREE CORNER**

RSC457120	8'-8"	6'-7"	4'H	\$6,243.00
RSC457150	9'-9"	7'	5'	\$6,912.00



**SPEEDRAMP VOLCANO (price is for one quarter of a full circle)**

SV098-1	7'-4"	7'-4"	3'-3"H	\$3,626.38
SV120-1	8'-4"	8'-4"	4'H	\$4,056.21
SV150-1			5'H	\$4,142.28



**RADIUSED BANK HIPPED CORNER**

SC080	6'-6"	6'-6"	2'-8"	\$4,014.00
SC098	7'-4"	7'-4"	3'-3"	\$4,422.00
SC120	8'-4"	8'-4"	4'	\$4,872.00

**DESCRIPTION                      LENGTH                      WIDTH                      HEIGHT**



**RAMP 7' RADIUS WITH 90° RADIUS CORNER**

RKS7098			3'3"	\$8,828.82
RKS7120	8'-2"	16'-4"	4'	\$9,858.00



RKS7150	7'-6"	15'-8"	5'	\$10,288.95
RKS7180			6'	\$12,224.52

**TRANSITION W/ RADIUS BANK HIPPED CORNER**



RRSC7080	5'-10"	11'-8"	2'-8"	\$9,430.44
RRSC7098	6'-3"	12'-1"	3'-3"	\$9,919.56
RRSC7120	6'-8"	12'-6"	4'	\$10,594.80
RRSC7150	7'-1"	12'-11"	5'	\$11,275.80

**TRANSITION 7'R W/ 90 DEGREE BOWLED CORNER**

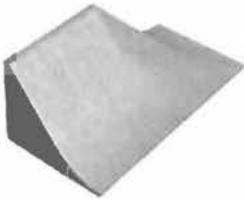


RPE7098	6'-8"	14'-11"	3'-3"	\$9,699.00
RPE7120	7'	15'-3"	4'	\$10,773.00
RPE7150	7'-6"	15'-9"	5'	\$11,889.00
RPE7180	7'-9"	16'	6'	\$12,942.00

**7'RADIUS BANK W/ LARGE BOWL**

RLPE7150	7'-6"	13'	5'	\$12,186.00
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**RADIUS BANK W/ 90 DEGREE HIPPED CORNER**



SSC080	6'-6"	14'-9"	2'-8"	\$9,419.40
SSC098	7'-4"	15'-7"	3'-3"	\$9,981.84
SSC120	8'-4"	16'-7"	4'	\$10,901.10



**RADIUSED BANK W/ OUTSIDE CORNER**

SSV080	6'-6"	14'-9"	2'-8"	\$8,821.44
SSV098	7'-4"	15'-7"	3'-3"	\$9,415.56
SSV120	8'-4"	16'-7"	4'	\$10,279.38



**RADIUSED BANK TO 90 DEGREE HIPPED CORNER**

SRSC7080	6'-6"		2'-8"	\$10,207.44
SRSC7098	7'-4"		3'-3"	\$10,801.56
SRSC7120	8'-4"		4'	\$11,623.80



**RADIUSED BANK W/ 45 DEGREE CORNER**

SRSC457080	6'-6"		2'-8"	\$10,207.44
SRSC457098	7'-4"		3'-3"	\$10,801.56
SRSC457120	8'-4"		4'	\$11,623.80

**RADIUSED BANK W/ BOWLED CORNER**

SSE080	6'-6"	14'-9"	2'-8"	\$10,207.44
SSE098	7'-4"	15'-7"	3'-3"	\$10,801.56
SSE120	8'-4"	16'-7"	4'	\$11,623.80

**7'RADIUS VOLCANO W/ BOWL**

BV080	11'-6"	8'-2"	5'	\$10,548.00
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DESCRIPTION	LENGTH	WIDTH	HEIGHT	
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**BANKCANO ROLLOVER (price is for one half of a full circle)**

BK090-1	17'	8'-6"	3'	\$16,092.00
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**Rased Bankcano**

RBK098-1	8'-6"	8'-6"	3'-6"	
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**VOLCANO ROLLOVER (price is for one half of a full circle)**

ROV030	10'	5'	1'	\$6,675.25
ROV060	13'-2"	6'-7"	2'	\$7,934.94
ROV090	14'	7'	3'	\$8,577.00

**ROLLOVER**



RO1030	10'	4'-1"	1'	\$5,546.43
RO1060	13'2"	4'-1"	2'	\$6,807.75
RO1090	14'	4'-1"	3'	\$7,611.75



RO2030	10'	8'-3"	1'	\$6,734.43
RO2060	13'2"	8'-3"	2"	\$7,995.75
RO2090	14'	8'-3"	3'	\$8,799.75

**ROLLER COASTER**



R:001-1                      16'-8"              8'              2'                      \$10,140.00

**FLYING CARPET END**

8'-6"              12'              6'                      \$9,954.00

**ROLLOVER WHIP**

ROW1060-1                      16'              4'              2'                      \$11,952.00

**DRAGON TAIL LEFT AND RIGHT**

DB001 - RIGHT                      3'-4"              18'-3"              2'-6"                      \$13,347.00

DB001 - LEFT                      3'-4"              18'-3"              2'-6"                      \$13,347.00

**SHARK FIN**

SF002-1                      13'              8'-3"              3'                      \$12,996.00

**DESCRIPTION                      LENGTH              WIDTH              HEIGHT                      PRICE**



**SMALL BENT PENNY**

SBPL01	6'-7"	7'-8"	2'-5"	\$6,882.00
SBPR01	6'-7"	7'-8"	2'-5"	\$6,882.00
SBPL01-G1	6'-7"	7'-8"	2'-5"	\$6,882.00
SBPR01-G1	6'-7"	7'-8"	2'-5"	\$6,882.00

**BENT PENNY**

BPL01	8'-3"	9'-5"	4'	\$8,313.00
BPR01	8'-3"	9'-5"	4'	\$8,313.00

**LARGE BENT PENNY (3 SECTIONS)**

LBPL01	8'-5"	8'-3"	5'	\$8,061.00
LBPR01	8'-6"	8'-3"	5'	\$8,082.00
LBPD2	9'-1"	8'-3"	5'	\$8,229.00

**HALF MOON BANK**

HMB2030	5'-9"	10'	1'	\$8,460.00
HMB2060	6'-10"	10'	2'	\$8,460.00
HMB2070	8'-3"	10'	2'-3"	\$8,460.00
HMB2080	8'-9"	10'	2'-8"	\$8,460.00
HMB2090	8'	10'	3'	\$8,460.00

**TACO**

TAL01-1	7'-11"	13'-3"	3'-3"	\$10,269.00
TAR01-1	7'-11"	13'-3"	3'-3"	\$10,269.00



**MINI TACO**

MTA001	8'-6"	15'-8"	2'-6"	\$11,868.00
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**CURVED TACO**

TAL02-1	6'-7"	13'-6"	3'	\$10,332.00
TAR02-1	6'-7"	13'-6"	3'	\$10,332.00

**CLAM SHELL**

SHL150-1	7'-2"	7'-8"	9'	\$21,732.00
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**WATERFALL 7FT RADIUS TO 8FT RADIUS**

WTL74240	8'5"	12'	5' - 8'	\$526.84
WTR74240	8'5"	12'	5' - 8'	\$526.84



**STREET COMPONENTS; edge protection not included in price**



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>CURB</b>				
CU001-1	8'	8"	5.5"	\$526.84
<b>GRIND CURB</b>				
CU002-1	9'	8"	6"	\$574.29
<b>PRISON BENCH</b>				
BB001-1	6'	1'-10"	1'-7"	\$2,790.48



**PARK BENCH**

BB001-12	8'	1'-8"	1'-5"	\$2,334.76
BB001-G12	8'	1'-8"	1'-5"	\$2,895.00

**CONCAVE BENCH**

BB002-1	7'	1'-10"	1'-7"	\$2,790.48
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**RADIUS BENCH**

BB003-1	7'	1'-3"	1'-5"	\$2,493.00
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**LOVESIT BENCH**

BB007-1	8'-3"	1'-8"	1'-4"	\$4,776.00
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**SUSHI MANI**

SM001-1	10'	4'	1'	\$6,516.00
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**LONG SUSHI MANI**

SM002-1	12'	4'	1'-7"	\$8,056.80
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**RAKED SUSHI MANI**

SM003-1

12'

4'

1'-10"

\$9,046.80

**MUSHROOM MANI**

MU001-1

10'

4'

1'-4"

\$6,516.00



**DESCRIPTION**

**LENGTH**

**WIDTH**

**HEIGHT**

**MANUAL PAD**

OB001-1

8'-3"

5'

1'

\$4,299.75

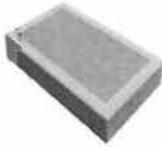
OB011-1

10'

8'

1'

\$5,040.00



**MANUAL PAD**

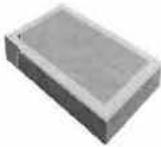
OB001-12

8'-3"

5'

1'-6"

\$4,725.00



**RAKED MANUAL PAD**

OB002-1

8'-3"

5'

1'-8"

\$5,008.50





**LAUNCH**

OB002-11	8'-3"	5'	1'	\$4,279.50
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**2 STEP MANUAL**

OB003-1	8'-3"	5'	2'	\$5,614.25
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**2 STEP MANUAL WITH CURVET BACK**

OB007-1	8'-3"	5'	2'	\$5,926.10
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**3 STEP MANUAL**

OB003-12	8'-3"	4' 6"	1' 6"	\$6,331.50
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**COUCH**

COU10-1

8'

4'4"

2'8"

\$4,851.00



**CURVED COUCH**

COU20-1

10'

5'8"

2'

\$8,212.68



**GRIND CORNER**

GC001-1

8'-3"

8'-3"

1'

\$5,614.25



**RAKED TRIANGLE PAD**

RT091-1

6'-6"

7'

1'-8"

\$8,789.40



**CURVED GRIND LEDGE**



CBC03-1

10'

2'

1'

\$2,708.57

**SLANTED CURVED LEDGE**



SCBL060-1

8'

2'

1'-6"

\$5,256.00

SBCR060-1

8'

2'

1'-6"

\$5,256.00



**DESCRIPTION**

**LENGTH**

**WIDTH**

**HEIGHT**

**HUBBA with FLAT**

HL080

13'

1'-6"

2'-8"

\$5,544.00

HL098

13'

1'-6"

3'-3"

\$5,755.68

HL120

13'

1'-6"

4'

\$5,967.36

HL130

13'

1'-6"

4'-4"

\$6,221.38

HL140

14'

1'-6"

4'-8"

\$6,551.49

HL150

14'

1'-6"

5'

\$6,629.30

HL180

15'

1'-6"

6'

\$7,222.32

HL210

16'

1'-6"

7'

\$8,101.53

HL240

18'

2'

8'

\$9,128.04

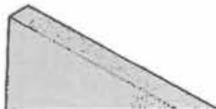
16'

1'-6"

4'

\$8,467.20

**HUBBA no FLAT**



**NARROW HUBBA**

HLN14-100

4'-7"

9"

2'-8"

\$1,179.18



HLN14-200	8'-6"	9"	3'-3"	\$2,230.73
HLN14-300	10'-6"	9"	4'	\$2,940.03
HLN20-100	5'	9"	2'-8"	\$1,186.27
HLN20-200	7'-6"	9"	3'-3"	\$1,863.14
HLN20-300	9'-2"	9"	4'	\$2,417.89
HLN20-400	10'-9"	9"	4'-4"	\$2,785.66
HLN20-500	12'-9"	9"	4'-8"	\$3,342.01
HLN25-100	4'-7"	9"	2'-8"	\$1,036.49
HLN25-200	6'-7"	9"	3'-3"	\$1,491.19
HLN25-300	8'	9"	4'	\$1,907.22
HLN25-400	9'	9"	4'-4"	\$2,148.85
HLN25-500	9'-4"	9"	4'-8"	\$2,275.13
HLN25-600	11'-1"	9"	5'	\$2,656.94
HLN25-700	13'	9"	6'	\$3,293.47
<b>STANDARD HUBBA</b>				
HLS14-100	4'-7"	1'-6"	2'-8"	\$1,665.36
HLS14-200	8'-6"	1'-6"	3'-3"	\$3,176.26
HLS14-300	10'-6"	1'-6"	4'	\$4,292.46
HLS20-100	5'	1'-6"	2'-8"	\$1,616.55
HLS20-200	7'-6"	1'-6"	3'-3"	\$2,592.28
HLS20-300	9'-2"	1'-6"	4'	\$3,449.76
HLS20-400	10'-9"	1'-6"	4'-4"	\$3,945.92
HLS20-500	12'-9"	1'-6"	4'-8"	\$4,756.20
HLS25-100	4'-7"	1'-6"	2'-8"	\$1,379.99
HLS25-200	6'-7"	1'-6"	3'-3"	\$1,986.98
HLS25-300	8'	1'-6"	4'	\$2,604.83
HLS25-400	9'	1'-6"	4'-4"	\$2,936.89
HLS25-500	9'-4"	1'-6"	4'-8"	\$3,139.07
HLS25-600	11'-1"	1'-6"	5'	\$3,638.09
HLS25-700	13'	1'-6"	6'	\$4,621.33
<b>HUBBA w/ OVERHANG</b>				
HLO14-100	5'-7"	2'	2'-8"	\$2,226.13
HLO14-200	9'-6"	2'	3'-3"	\$3,902.19

HLO14-300	11'-6"	2'	4'	\$5,195.01
HLO20-100	6'	2'	2'-8"	\$2,111.97
HLO20-200	8'-6"	2'	3'-3"	\$3,213.37
HLO20-300	10'-2"	2'	4'	\$4,207.59
HLO20-400	11'-9"	2'	4'-4"	\$4,735.72
HLO20-500	13'-9"	2'	4'-8"	\$5,637.62
HLO25-100	5'-7"	2'	2'-8"	\$1,820.57
HLO25-200	7'-7"	2'	3'-3"	\$2,479.18
HLO25-300	9'	2'	4'	\$3,192.03
HLO25-400	10'	2'	4'-4"	\$3,555.08
HLO25-500	10'-4"	2'	4'-8"	\$3,794.22
HLO25-600	12'-1"	2'	5'	\$4,322.90
HLO25-700	14'	2'	6'	\$5,453.49



**CURVED HUBBA LEDGE**

CHL150-1	9'	2'	5'	\$4,030.20
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**TRIANGLE HUBBA**

THL120	9'		4'	\$4,030.20
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**GRIND LEDGE**

LG030-1	10'	1'-6"	1'	\$4,256.28
LG060-1	10'	1'-6"	2'	\$4,920.40
LG080-1	10'	1'-6"	2'-8"	\$4,960.65
LG098-1	10'	1'-6"	3'-3"	\$5,205.80
LG120-1	10'	1'-6"	4'	\$6,113.24
LG150-1	10'	1'-6"	5'	\$6,998.73

**CURVED GRIND LEDGE**

CL030-1	10'	2'	1'	\$5,385.60
CL060-1	12'	2'	2'	\$7,664.40



**LA HIGH WALL**

SL060-1	8'	3'-6"	2'	\$6,516.00
SL080-1	15'	4'	2'-8"	\$8,977.50
SL120-1	12'	5'	4'	\$9,438.19
SL150-1	12'	6'	5'	\$12,001.50



**LA HIGH WALL WITH BRICK INLAY**

SL060-B1	8'	3'-6"	2'	\$8,631.00
SL080-B1	15'	4'	2'-8"	\$10,867.50
SL090-B1	15'	4'	3'	\$11,430.00
SL098-B1	15'	4'-3"	3'-3"	\$11,970.00



**FLAT DOWN LEDGE**

FD030-1	12'	3'	1'-4"	\$8,514.00
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**FLAT UP LEDGE**

FU060-1                      12'                      3'                      1'-10"                      \$8,514.00

**DESCRIPTION                      LENGTH                      WIDTH                      HEIGHT                      PRICE**

**PLATFORM**



T0060                      4'-1"                      4'-1"                      2'                      \$4,127.54  
 T0080                      4'-1"                      4'-1"                      2'-8"                      \$4,211.96  
 T0098                      4'-1"                      4'-1"                      3'-3"                      \$4,292.79  
 T0120                      4'-1"                      4'-1"                      4'                      \$4,596.36  
 T0150                      4'-1"                      4'-1"                      5'                      \$4,722.10  
 T0180                      4'-1"                      4'-1"                      6'                      \$4,883.77  
 T0210                      4'-1"                      4'-1"                      7'                      \$5,047.23



T2060                      8'-3"                      4'-1"                      2'                      \$4,902.78  
 T2080                      8'-3"                      4'-1"                      2'-8"                      \$5,051.87  
 T2098                      8'-3"                      4'-1"                      3'-3"                      \$5,186.59  
 T2120                      8'-3"                      4'-1"                      4'                      \$5,323.10  
 T2150                      8'-3"                      4'-1"                      5'                      \$5,698.52  
 T2180                      8'-3"                      4'-1"                      6'                      \$5,953.59  
 T2210                      8'-3"                      4'-1"                      7'                      \$6,246.38



T3030                      8'-3"                      8'-3"                      1'                      \$5,967.00  
 T3060                      8'-3"                      8'-3"                      2'                      \$6,912.73  
 T3080                      8'-3"                      8'-3"                      2'-8"                      \$7,119.30  
 T3098                      8'-3"                      8'-3"                      3'-3"                      \$7,316.88  
 T3120                      8'-3"                      8'-3"                      4'                      \$7,426.78  
 T3150                      8'-3"                      8'-3"                      5'                      \$8,045.51



T3180	8'-3"	8'-3"	6'	\$8,141.36
T3210	8'-3"	8'-3"	7'	\$8,466.49
T4060	16'-5"	4'-1"	2'	\$7,315.93
T4080	16'-5"	4'-1"	2'-8"	\$7,522.50
T4098	16'-5"	4'-1"	3'-3"	\$7,720.08
T4120	16'-5"	4'-1"	4'	\$7,829.98
T4150	16'-5"	4'-1"	5'	\$8,448.71
T4180	16'-5"	4'-1"	5'	\$8,994.60
TS060	16'-5"	8'-3"	2'	\$10,528.92
TS080	16'-5"	8'-3"	2'-8"	\$10,814.55
TS098	16'-5"	8'-3"	3'-3"	\$11,101.73
TS120	16'-5"	8'-3"	4'	\$11,153.89
TS150	16'-5"	8'-3"	5'	\$12,134.81
TS180	16'-5"	8'-3"	6'	\$12,885.00



DESCRIPTION	LENGTH	WIDTH	HEIGHT	PRICE
<b>STAIRS</b>				
TR1030	3'	4'-1"	1'	\$3,973.20
TR1060	5'-5"	4'-1"	2'	\$4,418.40
TR1080	7'-3"	4'-1"	2'-8"	\$5,067.59
TR1090	8'	4'-1"	3'	\$5,275.80
TR1098	9'	4'-1"	3'-3"	\$5,608.83
TR1120	10'-10"	4'-1"	4'	\$6,472.40
TR1150	12'-8"	4'-1"	5'	\$7,196.92
TR1180	14'-6"	4'-1"	6'	\$7,964.78



TR5030	5'-5"	5'-1"	2'	\$4,849.80
TR5060	7'-3"	5'-1"	2'-8"	\$5,622.97
TR5080	8'	5'-1"	3'	\$6,018.30
TR5090	9'	5'-1"	3'-3"	\$6,425.57
TR5120	10'-10"	5'-1"	4'	\$7,365.09
TR5150	12'-8"	5'-1"	5'	\$8,253.83
TR5180	14'-6"	5'-1"	6'	\$9,131.15
TR6030	5'-5"	6'-2"	2'	\$5,197.20
TR6060	7'-3"	6'-2"	2'-8"	\$5,812.94
TR6080	8'	6'-2"	3'	\$6,357.60
TR6090	9'	6'-2"	3'-3"	\$6,788.71
TR6120	10'-10"	6'-2"	4'	\$7,711.79
TR6150	12'-8"	6'-2"	5'	\$8,672.33
TR6180	14'-6"	6'-2"	6'	\$9,566.72
TR2030	5'-5"	8'-3"	1'	\$6,039.00
TR2060	5'-5"	8'-3"	2'	\$6,444.90
TR2080	7'-3"	8'-3"	2'-8"	\$7,099.20
RT2090	8'	8'-3"	3'	\$7,326.00
TR2098	9'	8'-3"	3'-3"	\$7,943.18
TR2120	10'-10"	8'-3"	4'	\$9,047.33
TR2150	12'-8"	8'-3"	5'	\$9,975.86
TR2180	14'-6"	8'-3"	6'	\$11,034.45
TR3030	5'-5"	12'-4"	1'	\$10,038.00
TR3060	5'-5"	12'-4"	2'	\$10,404.30
TR3080	7'-3"	12'-4"	2'-8"	\$11,534.88
TR3090	8'	12'-4"	3'	\$11,721.00
TR3098	9'	12'-4"	3'-3"	\$12,180.36
TR3120	10'-10"	12'-4"	4'	\$13,512.90
TR3150	12'-8"	12'-4"	5'	\$14,222.58
TR3180	14'-6"	12'-4"	6'	\$15,678.54

TR4060	5'-5"	16'-5"	2'	\$12,472.80
TR4080	7'-3"	16'-5"	2'-8"	\$13,779.60
RT4090	8'	16'-5"	3'	\$14,037.00
TR4098	7'9"	16'-5"	3'-3"	\$15,090.36
TR4120	10'-10"	16'-5"	4'	\$16,373.40
TR4150	12'-8"	16'-5"	5'	\$17,109.96
TR4180	14'-6"	16'-5"	6'	\$18,099.96



**CURVED STAIR**

CTR2060	8'	9'-6"	2'	\$6,354.00
CTR2080	7'-3"	10'-7"	2'-8"	\$7,023.00
CTR2120	9'-7"	8'-7"	4'	\$9,543.00

**CUSTOM CONCRETE OPTIONS**

**CUSTOM MOLDS - ONE-OFF CUSTOM MOLDS PER PROJECT**

MLD-100	\$2,000.00
MLD-200	\$4,000.00
MLD-300	\$6,000.00
MLD-400	\$8,000.00
MLD-500	\$10,000.00

**CUSTOM ELEMENTS - ONE-OFF CUSTOM ELEMENTS PER PROJECT**

CE-50	\$1,000.00
CE-100	\$2,000.00
CE-150	\$3,000.00
CE-200	\$4,000.00
CE-300	\$6,000.00
CE-400	\$8,000.00

CE-500	\$10,000.00
CE-600	\$12,000.00
CE-700	\$14,000.00
CE-800	\$16,000.00
CE-900	\$18,000.00
CE-1000	\$20,000.00

**ANCILLARY SERVICES PRICE LIST**

**SPOHN RANCH, INC.**

LINE ITEM PRODUCT CODE	DESCRIPTION	PRICE
DS-1	Skatepark Conceptual Design Services	\$0.95 per sq. ft.
DS-2	Skatepark Design Development Services	\$0.50 per sq. ft.
DS-3	Skatepark Construction Documents Services	\$0.75 per sq. ft.
DS-4	Start-Up Design Package	\$5,000
DS-5	CAD Drafting Services	\$100 per hour
DS-6	Construction Administration	\$100 per hour
DS-7	Cost Estimating	\$90 per hour
DS-8	Design & Planning Principal	\$175 per hour
DS-9	Rendering	\$75 per hour
GO-1	Grand Opening Event Package - Tier 1	\$750
GO-2	Grand Opening Event Package - Tier 2	\$1,500
GO-3	Grand Opening Event Package - Tier 3	\$3,000
DR-1	Aerial Survey/ Topographic Mapping - Drone Service	\$3000 plus travel
FR-1	Additional Freight Surcharges for shipping to FL, NM, AZ, ID, WY	\$1 per mile
FR-2	Freight for delivery of skatepark components	Quoted Per Project
INST-1	Installation Services (Required) - labor and equipment	Quoted Per Project
PROF-1	Professional Services (landscape architecture, engineering, surveying, geotechnical, testing, etc.)	Quoted Per Project
MAINT-1	Maintenance and Repairs--materials & equipment	Quoted Per Project
SC-1	Colored concrete for SpohnCrete modules	6%
SC-2	Textured concrete (brick pattern, etc.) for SpohnCrete modules	15%
SP-1	General Conditions/ Mobilization	12%
SP-2	Temporary Facilities	10%
SP-3	Site Preparation (Includes clearing, grubbing, scarifying, compaction, importation & placement of fill) - labor & equipment	\$125/ man-hour
SP-4	Demolition	\$125/ man-hour
SP-5	Crack Re-sealing	\$125/ man-hour
SP-6	Excavation - labor and equipment	\$165/ man-hour
SP-7	Exportation of fill/ hauling - labor and equipment	\$125/ man-hour
SP-8	Drain Piping	\$125/ linear foot
CON-1	Sidewalks/ pathways	\$9/ square foot
CON-2	Shotcrete	\$53/ square foot
CON-3	Concrete Flatwork - 3" thick cap to existing slabs, specialty finish	\$10/ square foot
CON-4	Concrete Flatwork - 4" thick, specialty finish	\$10/ square foot
CON-5	Concrete Flatwork - 6" thick, specialty finish	\$12/ square foot
CON-6	Concrete Cut-In to existing slabs - labor and equipment	\$90/ man-hour
CON-7	Concrete Ledges, Steps, Turndown Walls	\$80/ cubic foot
CON-8	Pool Coping & Tile	\$100/ linear foot
SP-9	Rough Grading	\$3/ square foot
SP-10	Fine Grading (skatepark contouring)	\$4/ square foot
SP-11	Structural Foam - including installation	\$6/ square foot
SP-12	Landscaping	Quoted Per Project
INST-2	Crane for installation of SpohnCrete Skatepark elements	Quoted Per Project
SP-13	Decorative boulders	Quoted Per Project
SP-14	Site Staking & Layout	\$125/ man-hour
SP-15	Welding	\$95/ man-hour
PW-1	Prevailing wage	25%
BOND	Bonding	4%
SA-1	Skatepark Security System	Quoted Per Project
MAINT-2	Graffiti Removal	\$85/ man-hour
SA-2	Fencing	Quoted Per Project
SA-3	Shade Structures	Quoted Per Project
SS-1	Specialty Steel - Angle Iron (Galvanized)	\$30/ linear foot
SS-1	Specialty Steel - Coping (Galvanized)	\$30/ linear foot
SS-3	Specialty Steel - Grind Rails (Galvanized)	\$30/ linear foot
SS-4	CNC-Cut Screeds	Quoted Per Project
MO-1	Professional Skatepark Management, Annually - Tier 1	\$160,000
MO-2	Professional Skatepark Management, Annually - Tier 2	\$195,000
MO-3	Professional Skatepark Management, Annually - Tier 3	\$225,000
MO-4	Skatepark Safety Gear Package - 10 complete sets of helmets, elbow pads, knee pads	\$550
INST-3	Ramp Installation - TrueRide Steel Series	10%
INST-4	Ramp Installation - TrueRide HD Series	20%
INST-5	Ramp Installation - TrueRide Classic Series	25%
SD-1	Sound Dampening for all ramp series	10% of purchase
RE-1	Complete Equipment Enclosures for all ramp series	10% of purchase

## Required Insurance and Minimum Limits

Name: Spohn Ranch, Inc. Date: 11/09/2017

Agreement/Reference: for the purchase of Design/Build Skateparks and other action sports and related products and services

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

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an Additional Insured</u>	<u>1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability <input checked="" type="checkbox"/> with \$2,000,000 aggregate	

<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
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<input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	<u>1,000,000</u>
Discovery Period _____	

<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake	

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

**Crime Insurance**

Other: Submitted to: Robert Feld @ RAP

\*Professional Liability Insurance is required for Contractor or any sub-contractor performing professional design/engineering type work as part of the project (if any).

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