

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

Wednesday, January 18, 2017 at 9:30 a.m.

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

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

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

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

1. CALL TO ORDER AND APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of January 4, 2016

2. NEIGHBORHOOD COUNCIL COMMENTS

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

3. BOARD REPORTS

- | | |
|--------|---|
| 17-006 | Entertainment Production – Request for Qualifications |
| 17-007 | Arts District Park – Installation of a Mural Project; Categorical Exemption from the California Environmental Quality Act (CEQA), Pursuant to Article VII, Section 1, Class 1(1) of the City CEQA Guidelines (Modifications of an Existing Park Facility With No Expansion of Use) |
| 17-008 | Ascot Hills Park – Approval of Lease Agreement with the Los Angeles Department of Water and Power; and Exemption from the California Environmental Act (CEQA) Pursuant to Article III, Class 4 (7) (Lease to Use Land Involving Minor Alterations to the Condition of the Land) of the City CEQA Guidelines |

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- 17-009 City Hall Park – Installation of Tree and Plaque; Categorical Exemption from the California Environmental Quality Act (CEQA), Pursuant to Article VII, Section 1, Class 4(3) (Minor Alteration of Land and Vegetation) and Class 11 (1) (Construction of Minor Accessory Structures) of the City CEQA Guidelines
- 17-010 San Pedro Exit Park – Renaming San Pedro Exit Park to “Los Angeles Sister Cities Plaza”; Categorical Exemption from the California Environmental Quality Act (CEQA), Pursuant to Article III, Section 1, Class 11(1) of the City CEQA Guidelines (Modifications of an Existing Park Facility with No Expansion of Use)
- 17-011 Evergreen Recreation Center – Facility Improvements (W.O. #E170382F) Project – Review of Bids and Award of Contract
- 17-012 Stonehurst Recreation Center – Americans with Disabilities Act Facility Upgrades (W.O. #E170243F) Project – Review of Bids and Award of Contract
- 17-013 Travel Town Museum Gift Shop Concession – Amendment No. 2 to Concession Agreement No. 262; Donation of a New Modular Building; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(14) of the City CEQA Guidelines

CONTINUED BOARD REPORTS

- 17-003 Subcontractor Substitution Request Hearing – Gaffey Street Pool – Pool and New Bathhouse Restoration (PRJ20726) (W.O. #E1907453) Project

4. BOARD REPORT PUBLIC COMMENT

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

5. COMMISSION TASK FORCE UPDATES

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

6. GENERAL MANAGER’S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities
- Informational Report on Signage Policy and Park Proud LA Signage Program

January 18, 2017

7. GENERAL PUBLIC COMMENT

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

8. COMMISSION BUSINESS

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

9. NEXT MEETING

The Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, February 1, 2017, 9:30 a.m., at Rancho Cienega Sports Complex, 5001 Rodeo Road, Los Angeles, CA 90016.

10. ADJOURNMENT

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

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

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

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

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

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

Information on Agenda items and audio recordings may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Agenda and Reports may be downloaded from the Department's website at www.laparks.org.

REGULAR MEETING MINUTES

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

Wednesday, January 4, 2017

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

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff
Vicki Israel, Assistant General Manager, Partnership and Revenue Branch
Cathie Santo Domingo, Superintendent of Planning, Construction and Maintenance Branch
Carl Cooper, Superintendent of Pacific Region, Operations Branch
Alex Yee, Director of Systems, Finance Division

CALL TO ORDER AND APPROVAL OF MINUTES

Commissioner Culpepper moved that the Board approve the Minutes of the December 14, 2016 Meeting, which was seconded by Commissioner Sanford. There being no objections, the Motion was unanimously approved.

NEIGHBORHOOD COUNCIL COMMENTS

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

BOARD REPORTS

17-001

EXPO CENTER YOUTH ORCHESTRA – AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS, THE LOS ANGELES PHILHARMONIC ASSOCIATION, THE HARMONY PROJECT, AND THE FRIENDS OF EXPO CENTER

Belinda Jackson, Executive Director of EXPO Center, presented Board Report No. 17-001 for approval of a proposed five-year Agreement between the Department, the Los Angeles Philharmonic Association (LA Phil), The Harmony Project, and The Friends of EXPO Center to ratify the coordinated efforts of bringing classical music instruction and awareness to the South Los Angeles area through the EXPO Center Youth Orchestra of Los Angeles (YOLA) program. Leni Isaacs Boorstin, Director of LA Phil's Community and Government Affairs, and Stephanie Wells, Executive Director of The Friends of EXPO Center, discussed the benefits of the YOLA program. The Board and Department staff discussed the inclusion of students from other areas beyond the EXPO Center service radius, and coordinated efforts with The Harmony Project to diversify the demographic composition of the YOLA program.

January 4, 2017

17-002

WESTWOOD RECREATION COMPLEX – DONATION FROM FRIENDS OF WEST LOS ANGELES IN SUPPORT OF THE 2017 ANNUAL DREAM GAMES

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented Board Report No. 17-002 for acceptance of a donation from the Friends of West Los Angeles in support of the 8th Annual Dream Games, which is scheduled on January 14, 2017 at Westwood Recreation Complex. The donation was valued at a grand total amount of \$5,826.00, which consists of funding in the amount of \$3,412.00, and in-kind contributions and supplies with an estimated value of \$2,414.00.

17-003

SUBCONTRACTOR SUBSTITUTION REQUEST HEARING – GAFFEY STREET POOL – POOL AND NEW BATTHOUSE RESTORATION PROJECT (PRJ20726) (W.O. #E1907453)

Board Report No. 17-003 was continued for consideration at a later date.

17-004

WEST WILSHIRE (PAN PACIFIC) PARK – IMPROVEMENTS TO ATHLETIC FIELDS (SOCCER AND BASEBALL FIELDS) (PRJ20579) (W.O. #E170496F) PROJECT – ALLOCATION OF QUIMBY FEES; PAN PACIFIC PARK – PARK RENOVATION (PRJ21085) ALLOCATION OF QUIMBY FEES; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,3) AND CLASS 11(3) OF THE CITY CEQA GUIDELINES

Meghan Luera, Management Assistant of the Planning, Construction and Maintenance Branch, presented Board Report No. 17-004 for authorization of the Department's Chief Accounting Employee to transfer \$1,000,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Pan Pacific Park Account No. 89460K-WV for a \$1,000,000.00 allocation from Pan Pacific Park Account No. 89460K-WV for the West Wilshire (Pan Pacific) Park Improvements to Athletic Fields (Soccer and Baseball Fields) Project; approval of the scope of work for the Pan Pacific Park – Park Renovation Project; authorization of the Department's Chief Accounting Employee to transfer \$1,000,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Pan Pacific Park Account No. 89460K-WV for a \$1,000,000.00 allocation from Pan Pacific Park Account No. 89460K-WV for the Pan Pacific Park – Park Renovation Project; and approval of the finding that the proposed Pan Pacific Park – Park Renovation Project is categorically exempt from the California Environmental Quality Act.

The last sentence on Page 3 of Board Report No. 17-004 was corrected as follows:

The work on this West Wilshire (Pan Pacific) Park (PRJ20579) Project will be ~~carried out in conjunction with~~ implemented in addition to the work described below for the Pan Pacific Park – Park Renovation (PRJ21085) Project.

January 4, 2017

Commissioner Sanford requested that Department staff revisit the tree species to be planted around the synthetic fields for the West Wilshire (Pan Pacific) Park Improvements to Athletic Fields (Soccer and Baseball Fields) Project.

17-005

COMMUNITY BUILD, INC. – TERMINATION OF LEASE AGREEMENT NO. 277 AND TRANSFER OF JURISDICTION AND CONTROL OF CERTAIN PROPERTIES LOCATED AT 8742 AND 8750 SOUTH VERMONT AVENUE (APN 6038-010-903 AND 904) TO THE LOS ANGELES HOUSING AND COMMUNITY INVESTMENT DEPARTMENT

Cid Macaraeg, Senior Management Analyst II of the Planning, Construction and Maintenance Branch, presented Board Report No. 17-005 for approval of the finding that is in the Department's best interest to terminate Lease Agreement No. 277 (Agreement) with Community Build, Inc. by mutual consent pursuant to Section 5.7 of the Agreement; concurrence with the City Council's recommendation to approve a non-financial transfer of jurisdiction and control of Department properties located at 8742 and 8750 South Vermont Avenue (APN 6038-010-903 and 904) to the Los Angeles Housing and Community Investment Department; and authorization for Department staff to work with the Department of General Services and the City Attorney's Office to process the non-financial transfer of jurisdiction and control of the aforementioned properties (Parcels). The Board and Department staff discussed the allocation of Council-controlled funds from the Park and Recreational Sites and Facilities Fund to reimburse the State for Proposition 12 grant funds that were disbursed to Community Build, Inc. for acquisition costs and construction of an expanded youth center, and the Department's ability to revert the Parcels back to Community Build, Inc. for non-park usage since they were not dedicated as park property in perpetuity at the time of acceptance. The Board and Department staff discussed the need for additional trees, open green space, and other park improvements to service the residents within the surrounding community, and potential coordination efforts with Community Build, Inc. to activate the park space around the Algin Sutton Pool and Bathhouse.

Public comments were invited for the Board Reports; however, no requests for public comment were submitted.

President Patsouras requested a Motion to approve the Board Reports as presented and Board Report No. 17-004 as corrected, with the exception of Board Report No. 17-003 which was continued for consideration at a later date. Commissioner Sanford moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

COMMISSION TASK FORCE UPDATES

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

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

January 4, 2017

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

Commissioner Sanford reported on the Facility Repair and Maintenance Task Force Meeting held on January 4, 2017 prior to the Board Meeting, in which the Task Force discussed the preliminary designs for the Algin Sutton Pool and Van Ness Pool projects, and received an informational report on the Department's existing capital projects. Commissioner Sanford recused herself from the discussion on the conceptual approval of the WAYS Park project.

GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- The Various Communications Report was noted and filed.
- General Manager Michael Shull reported on Department activities, facilities, and upcoming events. The University of Southern California (USC) Trojan Outreach Organization hosted a holiday event on December 18, 2016, in which approximately 600 girls from the Department's Girls Play LA Program participated in a sports-themed carnival and watched a USC Women's Basketball game in the USC Galen Center. The Cabrillo Marine Aquarium held its First Day of Whale Watching Boat Trip on December 26, 2016. A free Junior Golf Clinic hosted by the Southern California PGA is scheduled on January 7, 2017 at the Tregnan Junior Golf Academy. The Junior Clippers Kick-Off Event Press Conference is scheduled on January 7, 2017 at the Los Angeles Center for Enriched Studies (LACES). The 8th Annual Dream Games basketball exhibition is scheduled on January 14, 2017 at Westwood Recreation Complex. The Jacaranda Park Groundbreaking Ceremony is scheduled on January 20, 2017. The Griffith Park Half-Marathon and 5K Run is scheduled on January 29, 2017 near the Griffith Park picnic area.

PUBLIC COMMENTS

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

COMMISSION BUSINESS

Commissioner Diaz requested an update regarding Golf Strategic Plan, the food and beverage concessions and cash transactions at the various Golf Courses. Commissioner Diaz also requested that the Department revisit the Aquatics policy as it relates to restricting swim instructors from entering the water during instruction. Commissioner Alvarez requested an update on the Department's signage policy for the January 18, 2017 Board Meeting.

NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, January 18, 2017, 9:30 a.m., at EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 10:20 a.m.

January 4, 2017

ATTEST

PRESIDENT

BOARD SECRETARY

BOARD REPORT

NO. 17-006

DATE: January 18, 2017

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ENTERTAINMENT PRODUCTION – REQUEST FOR QUALIFICATIONS

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- 1) Approve a proposed Request for Qualifications (RFQ) for Entertainment Production services, herein included as Attachment 1, for a three-year contract in an amount not to exceed One Million Dollars (\$1,000,000.00) per year per contract awarded, subject to the review and approval of the City Attorney as to form;
- 2) Authorize Department of Recreation and Parks (RAP) staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

SUMMARY

RAP is in need of Entertainment Production contracts, which current staffing provides on a very limited basis; therefore, one or more Entertainment Production contractors are required. RAP is currently using three existing departmental contracts for various entertainment productions: Contract Nos. N1073 (Lon Cohen Studio Rentals Inc. - musical instrument rental and technical services), N1074 (Centerstaging LLC – audio-visual entertainment equipment rental with technical services), and N1075 (Neptune Productions, Inc. - entertainment lighting and special effects equipment rental and technical services). Because the current departmental contracts will expire in less than one year, RAP management has determined that there still remains a need to have “as-needed” Entertainment Production contractors available on-call in order to supplement our current and future entertainment productions at Pershing Square and other locations; therefore, new as-needed contracts are required.

Pershing Square Park provides a variety of musical events and concerts throughout the year. One of the most popular and largest events is the Summer Concert Series. It boasts an attendance of fifty thousand patrons during a six-week summer period year after year. Additionally, Pershing Square hosts a Halloween Carnival, Winter Concert program, Winter

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Holiday Festival, St. Patrick's Day Celebration, Spring Festival, and the Art-Squared Gallery Event. Due to the popularity of all of the aforementioned events, RAP staff is seeking to expand programming and hire higher profile entertainers, which are more expensive to book and will require a more elaborate production. Other future events at other parks include Lotus Festival, Salute to Recreation and Summer Concerts in San Pedro. RAP is planning on providing more free festivals for the community in the future. With these planned productions, Entertainment Production services contracts are critical to improving, maintaining and expanding RAP's event programming to the community.

RAP staff has developed and is now ready to release, at the direction of the Board, a RFQ, which will be advertised per Mayoral Executive Directive No. 14 (Villaraigosa Series), which states, "...every Department will utilize the Los Angeles Business Assistance Virtual Network (BAVN) as the exclusive means for posting all opportunities for RFQ's..." In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by RAP. The Finance Division, which oversees RAP's entertainment productions, has reviewed and provided input on the RFQ.

A pre-qualification conference will be held approximately three weeks after the release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14.

Evaluation Process

Responses will be evaluated in two levels. Level I will be a review by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications will determine the respondent's knowledge and experience to perform the terms and specifications of the contract. If a respondent's minimum qualification cannot be verified by staff, the respondent will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all required compliance and submittal documents as required per City Ordinance. The respondent must successfully pass Level I before staff can proceed to Level II.

If any of the respondents are successful in meeting the City's minimum qualifications requirements, then a recommendation may be made to the Board for award of contracts to the successful respondent(s). In the interest of maintaining a competitive environment and maximizing the City's contracting options, RAP staff may choose to recommend awarding contracts to multiple vendors. If multiple vendors are awarded this contract, they will have the opportunity to submit a competitive quote for each project issued by RAP's Finance Division, within the terms of this contract. Entertainment Production projects will be awarded solely on the prices submitted by the vendors.

The selected responders will be recommended to the Board for a three-year contract, in an amount not to exceed One Million Dollars (\$1,000,000.00) per year, per contract. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The Entertainment Production services that RAP will be requesting shall be on an as-

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needed basis. RAP, in entering into a contract, 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 (Rev. 3/09).

Funding for projects will be provided from various funding sources.

FISCAL IMPACT STATEMENT

Releasing the Request for Qualifications has no fiscal impact on the RAP's General Fund.

This Report was prepared by Gino Ogtong, Management Analyst II and reviewed by Robert Feld, Senior Management Analyst I, Finance Division.

LIST OF ATTACHMENTS

- 1) Request for Qualifications (RFQ) for Entertainment Production

REQUEST FOR QUALIFICATIONS

ENTERTAINMENT PRODUCTION



City of Los Angeles Department of Recreation and Parks

Figueroa Plaza
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

Mandatory Pre-Qualification Conference: 9:00 a.m., TBD
Non-Mandatory Technical Review Meeting: 9:30 a.m., TBD
Submission Deadline: 3:00 p.m., TBD

RESPONDENT'S CONTACT INFORMATION

Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed

Organization Name: _____

Address: _____

E-Mail: _____

Contractor's (or Other Professional) License No.: _____

Business Tax Registration Certificate (BTRC) No.: _____

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

**REQUEST FOR QUALIFICATIONS FOR
ENTERTAINMENT PRODUCTION**

TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:
ONE MILLION DOLLARS (\$1,000,000.00) AMOUNT OF CONTRACT
PER YEAR, PER CONTRACTOR, PER CONTRACT

IMPORTANT DATES

MANDATORY PRE-QUALIFICATION MEETING:

A **Mandatory** pre-qualification meeting will be conducted on **TBD** at 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

DEADLINE AND DELIVERY INFORMATION:

Proposals must be received no later than **3:00 p.m. on TBD**.

Two (2) complete Request for Qualifications (RFQ) documents (including addenda), each with original initials/signatures and required forms, attachments and documentation must be submitted. In addition, a third, unbound, copy and a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

RFQ for ENTERTAINMENT PRODUCTION – RESPONSE ENCLOSED

With the Name and Address of Firm responding.

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners
Attention: Board Secretary
Figueroa Plaza
221 N. Figueroa Street, Suite 300
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

RESPONDENT'S CHECKLIST

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

ITEM DESCRIPTION	INITIALS
<p>COMPLETED, SIGNED ORIGINALS The Response consists of two (2) originals, each set containing original initials and signatures, the complete RFQ documents, plus all addenda, with no missing pages, and all required forms and attachments.</p> <p>A third, <u>unbound, copy</u> of the complete RFQ documents and a <u>scanned PDF electronic copy</u> have been included with the Response.</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p>	<hr/> <hr/> <hr/> <hr/>
<p>RIGHT TO REJECT RESPONSES In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."</p>	<hr/>
<p>EXAMINATION OF RESPONDENT'S QUALIFICATIONS Respondent acknowledges that the Department of Recreation and Parks Finance Division will examine the Response and determine the acceptability of each Respondent's qualifications for this RFQ. The Department of Recreation and Parks reserves the right to use outside evaluation panels if necessary.</p>	<hr/>
<p>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS Respondent has completed all requests for information and answered all questions.</p>	<hr/>
<p>NON-COLLUSION AFFIDAVIT Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see Exhibit C)</p>	<hr/>
<p>MUNICIPAL LOBBYING ORDINANCE Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See Exhibit C)</p>	<hr/>
<p>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS Respondent has fully read and understood the "Introduction, Respondent's Instructions and Submittals" section of this RFQ.</p>	<hr/>
<p>COMPLIANCE DOCUMENT PACKET Respondent has completed the checklist and all required items in the Compliance Document Packet attached in Exhibit C. VERY IMPORTANT – FAILURE TO COMPLETE AND SIGN ALL FORMS IN SECTION I OF EXHIBIT C WILL RENDER YOUR RESPONSE NON-RESPONSIVE.</p>	<hr/>

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

ITEM DESCRIPTION	INITIALS
FORM A – H INDEX	
<p>FORM A: CONTRACTOR GOVERNMENTAL REFERENCE SHEET(S) Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary.</p>	_____
<p>FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S) Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary.</p>	_____
<p>FORM C: PROJECT QUALIFICATION FORM(S) Respondent read, signed and submitted one completed form for each qualifying project.</p>	_____
<p>FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED) Respondent has read, signed, and submitted the Information Release Form.</p>	_____
<p>FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED) Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark “Not Applicable.”</p>	_____
<p>FORM F: APPLICANT’S DECLARATION OF SELF-INSURANCE Complete and sign form or mark “Not Applicable.”</p>	_____
<p>FORM G: OUT-OF-STATE BIDDERS Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter “Not Applicable.”</p>	_____
<p>FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter “Not Applicable.”</p>	_____
EXHIBIT A-C INDEX	
<p>EXHIBIT A: SPECIFICATIONS & PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ENTERTAINMENT PRODUCTION Respondent has read all sections of the “Specifications and Proposed As-Needed Contract Language”, and filled out contact information in Article 17 (in Exhibit A).</p>	_____
<p>EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive.</p>	_____
<p>EXHIBIT C: COMPLIANCE DOCUMENT PACKET See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. ALL FORMS IN SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE.</p>	_____

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

NAME OF RESPONDENT _____

RESPONDENT'S ADDRESS _____

STREET _____

CITY _____ **STATE** _____ **ZIP CODE** _____

➤ **RESPONDENT'S TELEPHONE NUMBER** _____

➤ **RESPONDENT'S FAX NUMBER** _____

➤ **RESPONDENT'S EMAIL ADDRESS** _____

➤ **BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) #** _____

➤ **RESPONDENT'S CHECK LIST**

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

Initial

BY:
(Signature) _____ Date _____

PRINT NAME: _____

TITLE OR POSITION: _____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

Firms interested in providing **ENTERTAINMENT PRODUCTION** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed entertainment production contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at www.labavn.org and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board of Recreation and Park Commissioners has not authorized any other agency, or Internet service other than the RAP Finance Division to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

The City reserves the right to add contractors during the term of the contract(s) awarded as a result of this RFQ process.

DESCRIPTION OF REQUESTED SERVICES

Entertainment Production

EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to the RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
2. All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.
3. It is the intention of the Board to award this contract as expeditiously as possible.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Entertainment Production**

4. Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.

RAP CONTACT FOR INFORMATION AND ASSISTANCE

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the Contract Administrator:

Robert Feld
Department of Recreation and Parks
Contracts, Finance Division
221 North Figueroa Street, Suite 200
Los Angeles, California, 90012

Phone: (213) 202-4387
Fax # (213) 202-3213 (Cover sheet required)
E-mail: robert.feld@lacity.org

MANDATORY PRE-QUALIFICATION MEETING

Respondents are required to attend a pre-qualification meeting scheduled for **TBD**, at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

The purpose of the meeting is to inform prospective Respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

NON-MANDATORY TECHNICAL REVIEW MEETING

The non-mandatory technical review meeting is scheduled for 9:30 a.m., **TBD** at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012. While attendance for this meeting is not required, respondents are encouraged to attend for their own benefit.

The purpose of the meeting is to review the prospective Respondents' RFQ packages, to inform them of any missing forms and requirements, and allow them the opportunity to make any corrections before submitting their completed RFQ packages by the RFQ Submittal Deadline/Opening of Proposals.

SUBMITTAL DEADLINE/OPENING OF PROPOSALS

Proposals must be received no later than **3:00 p.m.** on **TBD** of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED.**

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

REVIEW OF RESPONSES

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

REJECTION OF RESPONSES

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners
Attention: Board Secretary
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

RFQ SUBMITTAL ITEMS

Respondents must submit the following:

- **Two (2) complete original** RFQ Responses, AND
- An **unbound copy** of the original RFQ Response, AND
- A **scanned PDF electronic copy** of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive)

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Entertainment Production**

Each original Response must include the RFQ documents with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M.** of the RFQ submittal date designated on Page 3 of this RFQ: "Important Dates". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED.** City staff will then review the RFQ's and **MAY** make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. **NO** Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses plus the extra unbound copy and electronic copy as required may result in your Response being deemed non-responsive.**

USE OF CITY-ISSUED FORMS

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests must be received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners
Attention: Board Secretary
Figueroa Plaza
221 N. Figueroa St., Suite 300
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

RESPONDENT QUALIFICATIONS/EVALUATION

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications MUST be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.

DEFINITIONS:

Entertainment Production includes but is not limited to the following:-

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and wayfinding railings in accordance with current safety standards.
 - Provide the necessary equipment for staging, lighting, audio (house speaker system, stage monitor systems, side fill systems, including both the monitor & front of house boards to run these systems including cables), instrument/back line, digital and video presentation.
 - Provide lighting equipment ranging from small tree light to current day movable lights strobe and special effects including and safety rigging to fly this equipment.
 - Provide both analog and digital boards to run sound lights and video.
 - Provide instrument/back line amplification ranging from 1950 to current day.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Entertainment Production**

- Provide all necessary equipment to install stage, lighting, sound and equipment including but not limited to forklifts, electronic genies, pulleys, trucks and cargo vans
- Knowledge to work directly from an artist rider and communicate with the artist Tour Manager
- Provide all Recreation Venues with qualified engineers and stage crews to work with rental equipment to produce entertainment events.
- Provide maintenance, repair or replacement of any rented equipment in a timely manner (1.5 hours or less) on the day of the show, in case of malfunction of any rented equipment.

MINIMUM QUALIFICATIONS:

General Requirements all Respondents MUST meet the following:

- Responders must have a minimum of six (6) years working in the field of staging production
- Responder must provide a list of at least ten (10) outdoor music events over the last six (6) years where they have provided entertainment production in a venue holding a minimum of three thousand, five hundred (3,500) people. All listed productions must have been completed to customer satisfaction.
- Responder must provide a list of at least ten (10) indoor music venues over the last six (6) years where they have provided entertainment production in a venue holding a minimum of thousand, five hundred (3,500) people. All listed productions must have been completed to customer satisfaction.
- Responder must provide a list of at least ten (10) national music artists that they have provided one if not all of the following: staging, instrument / back line, video and audio including either analog or digital equipment in a venue holding a minimum of thousand, five hundred (3,500) people.

All Qualification projects must be submitted on Form "C" and all information required on this form must be submitted complete. If any information is omitted, it may be deemed unqualified.

Office Locations: Respondent must have an established office(s) within one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County.

Compliance History: All qualifications submitted are required for any future work for the City and shall be done in accordance with all the applicable rules and regulations as follows:

Must meet all current bonding requirements with the City of Los Angeles.

REQUIRED DOCUMENTATION:

- a. Introductory/Cover Letter (Maximum Length: Three [3] Pages)
 - (1) Provide a brief narrative on the firm's history, organizational structure and years in business;
 - (2) Discuss the firm's ability to provide the scope of work or range of services identified in this RFQ;
 - (3) Identify the locations and sizes of the corporate headquarters and branch offices;
 - (4) Identify which office(s) will have the primary responsibility for providing client services and provide the name and phone number of the principal office manager(s).
- b. Professional Experience and Qualifications
 - A. Provide a brief summary of key personnel, including any sub-consultants/subcontractors, citing their education, work experience, and professional registrations, certifications and affiliations as applicable.
 - B. Work experience should identify the year, job title, and the name of the employer at the time the work was performed (if résumés are included as part of this Response, they should be limited to two [2] pages for each person).

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

C. Include a statement that the firm possesses the personnel necessary to provide the scope of work or services identified in this RFQ and meet the minimum certification requirements. Proof of these certifications must be provided as part of this RFQ.

1. Performance Bond

A Performance Bond may be required once a project is awarded to Contractor: Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If a Performance Bond is required, it is requested that acceptable bond and insurance documents be submitted within ten (10) working days after notice of award of any as-needed projects. Proof of Performance Bonds may be submitted to the Department Contract Administrator, Attention: Robert Feld, 221 North Figueroa Street, Suite 200, Los Angeles, California, 90012.

NOTE: Bonds must also 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.

If it is determined that a performance bond is required, the awarded Contractor/s will be required to maintain a minimum Performance Bond in the amount or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. 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.

4. Relevant Project Experience

All qualifications MUST be provided on Form C of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet the minimum requirements in order to be qualified.

CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS

MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR RAP CONSTRUCTION CONTRACTS

All Respondents are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

COMPLIANCE DOCUMENTS

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ ("Compliance Documents").

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

The following compliance documents MUST be included with your Response:

- Responder’s Signature Declaration and Affidavit (Section I.A of Exhibit C)
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit C)
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)
Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.
- Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents’ BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

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

- Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)
Please read the instructions in Exhibit C, Section H.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

- Los Angeles Residence Information (Section I.I of Exhibit C)
- Reporting Requirements After Award of Contract (Section I.J of Exhibit C)
- **Compliance with Los Angeles City Charter Section 470(C)(12) (Measure H)** (Section I.K of Exhibit C)
- **Nondiscrimination** – Equal Employment Practices Certification (Section I.L of Exhibit C)
- Child Care Policies (Section I.M of Exhibit C)
- Iran Contracting Act of 2010 (Section I.N of Exhibit C)

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within ten [10] calendar days of notification by Department):

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- City-Approved Proof of Insurance City-Approved Performance Deposit
- Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit
- Equal Benefits Ordinance Statement
- First Source Hiring Ordinance Compliance Affidavit
- Slavery Disclosure Affidavit
- Equal Benefits Ordinance Statement/ First Source Hiring Ordinance

Failure of the successful Respondent to submit all the required documents in section ‘P’ through ‘W’ of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections ‘a’ through ‘m’ of Exhibit C with the RFQ Response may render the response non-responsive, and no contract will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org within ten (10) calendar days after the notice of award of this contract:

- Equal Benefits Ordinance/First Source Hiring Ordinance
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

AFFIRMATIVE ACTION PLAN

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

PREVAILING WAGES

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

SLAVERY DISCLOSURE ORDINANCE

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

All Bidders/Proposers/Respondents 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 prior to award of a City contract.

Bidders/Proposers/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>.

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

CONTRACTOR RESPONSIBILITY ORDINANCE

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

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

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. Respondent shall refer to “Child Care Policies”, included within Exhibit C at the back of this document, for further information on the Child Care Policy for 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, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

INSURANCE REQUIREMENTS

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

In addition, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

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 RAPs 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.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Entertainment Production**

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, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

OFFICE OF CONTRACT COMPLIANCE FORMS

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration
Office of Contract Compliance
1149 South Broadway, Suite 300
Los Angeles, CA 90015
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

CONTRACTOR PARTICIPATION

The awarded Contractor shall perform 75% of the total electrical portion of all projects awarded to its own organization. Contractor may subcontract up to 25% of the total value of each project awarded under this contract. The percentage subcontracted shall be based on the original contract price, exclusive of specialty items performed or manufactured by Subcontractors, subject to the approval of Department Contract Administrator. The City reserves the right to waive any portion of the Contractor Participation provision.

COMMENCEMENT AND COMPLETION OF WORK

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

SAFETY ORDERS

The 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, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

SECURITY GUARD SERVICES

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

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

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

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

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

Presentation of Documents:

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

SELF-ACCRUAL OF USE TAX PROGRAM

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

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 _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

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 _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

FORM D

**Request for Qualifications:
Entertainment Production**

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: _____ Title: _____

Signature: _____ Date: _____

Firm's Name: _____ Phone: _____

Firm's Address: _____
Street City, State Zip

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

FORM E

Request for Qualifications:
Entertainment Production

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.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <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) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Los Angeles is an additional insured by blanket endorsement.

CERTIFICATE HOLDER City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

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.

FORM F

Request for Qualifications:
Entertainment Production

City of Los Angeles
Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:

which is a [] For-profit Corporation, [] Non-profit Corporation, [] General Partnership, [] Limited Partnership, [] Sole Proprietor
[] Other: _____ has a formal program to self-insure _____ exposure in the amount
(types of coverage)
of \$ _____ per occurrence, and \$ _____ annual aggregate limit and agrees to the following terms and conditions:

- 1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:

Name & Address of Applicant's Claims Representative:

Declaration

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this _____ day of _____, 20____, at _____ (Place)
(Signature) and (Signature)
(Prior name and title) and (Prior 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:

IMPORTANT - RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

FORM G

**Request for Qualifications:
Entertainment Production**

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: _____

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

No Permit Number: _____

Signature: _____ Date: _____

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

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, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 Fax: (213) 847-2777

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:	BAYN 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)(5) 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).

Form OCC/SDO-2 (08/11)

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

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**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

EXHIBIT A

**Request for Qualifications:
Entertainment Production**

SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ENTERTAINMENT PRODUCTION.

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

**Request for Qualifications:
Entertainment Production**

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.

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 Four Million Dollars (\$4,000,000.00). 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

Request for Qualifications:
Entertainment Production

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.

EXHIBIT A

Request for Qualifications: Entertainment Production

5. All requests for approval of Subcontractors must contain the following information:
 - A. Project Name
 - B. Project Work Order Number
 - C. Subcontractor's Name
 - D. Subcontractor's Business Address
 - E. Subcontractor's Business Phone Number
 - F. Subcontractor's Status (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:

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- 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, 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.

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12.4 PENALTIES

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.

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.

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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.

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: _____

Telephone: _____

Emergency/Cell Phone: _____

Fax: _____

Email: _____

PERSON TO CONTACT FOR PRODUCTION SERVICES:

Name: _____

Telephone: _____

Emergency/Cell Phone: _____

Fax: _____

Email: _____

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CITY'S REPRESENTATIVE

Robert Feld
Department of Recreation and Parks
Contracts, Finance Division
221 North Figueroa Street, Suite 200
Los Angeles, California, 90012

Phone: (213) 202-4387
Fax # (213) 202-3213 (Cover sheet required)
E-mail: robert.feld@lacity.org

and

Louise Capone
Department of Recreation and Parks
Production Coordinator
532 South Olive Street
Los Angeles, California, 90013

Phone: (213) 202-4387
Fax # (213) 202-3213 (Cover sheet required)
E-mail: louise.capone@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.

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. 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.

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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. 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

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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 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 (12) 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.

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- 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.
 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 10.37 et seq.) 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."

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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.

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

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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.

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.

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, 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.

EXHIBIT B

Request for Qualifications:
Entertainment Production

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: RFQ - Entertainment Production Date: 01/06/2017

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.

Table with columns for insurance types and limits. Includes sections for Workers' Compensation, General Liability, Automobile Liability, Professional Liability, Property Insurance, Pollution Liability, Surety Bonds, and Crime Insurance.



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

EXHIBIT C

COMPLIANCE DOCUMENTS

REQUEST FOR QUALIFICATIONS

Los Angeles Department of Recreation and Parks
Contracts Unit
221 N. Figueroa St. Suite 200
Los Angeles, CA 90012
Telephone: (213) 202-2678
Fax: (213) 202-3214
Web: www.laparks.org/proposal.htm

January 2017



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS –
REQUEST FOR QUALIFICATIONS
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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.

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, _____

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

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

Is of

(Name of 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)

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

SECTION B

DISPOSITION OF PROPOSALS

All 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.

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 or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

Signature of person authorized to bind proposer

Date

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

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

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

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

City/County/State

Date

Name of Business Address

Signature of Authorized Office or Representative Print Name

Title Telephone Number

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

INSTRUCTIONS:

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

CITY OF LOS ANGELES

CONTRACTOR RESPONSIBILITY ORDINANCE

(Los Angeles Administrative Code Section 10.40 et seq.)

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarding 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. This posting also applies to “sole-sourced” contracts, so the completed Questionnaire from a proposed “sole- sourced” contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

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

12. What happens during the 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.

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

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

14. Are contract amendments subject to the CRO?

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

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

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within 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.

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

The DAA will notify the contractor that a violation has been found and give the contractor 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.

17. What about subcontractors?

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

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

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

19. Are there any exemptions under the Ordinance?

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

(1) Agreements exempt from all the CRO requirements:

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

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

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

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

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

CITY OF LOS ANGELES
RESPONSIBILITY
QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within thirty (30) days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)	Bid	Date

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated _____/_____/_____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____/_____/_____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ____/____/____ State of incorporation: _____
List the corporation's current officers.
President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

Check the box only if your firm is a publicly traded corporation.
List those who own (5%) or more of the corporation's 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.

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

Sole Proprietorship: Date started: / /
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: / /
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document.
[CPCC §20101(a)]**

D. FINANCIAL 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.

E. 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: ___ EMR-1: ___ YR 2: ___ EMR-2: ___ YR. 3: ___ 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.

F. PERFORMANCE HISTORY

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

G. 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

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

Yes No

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

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

Yes No

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

H. COMPLIANCE

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

I. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

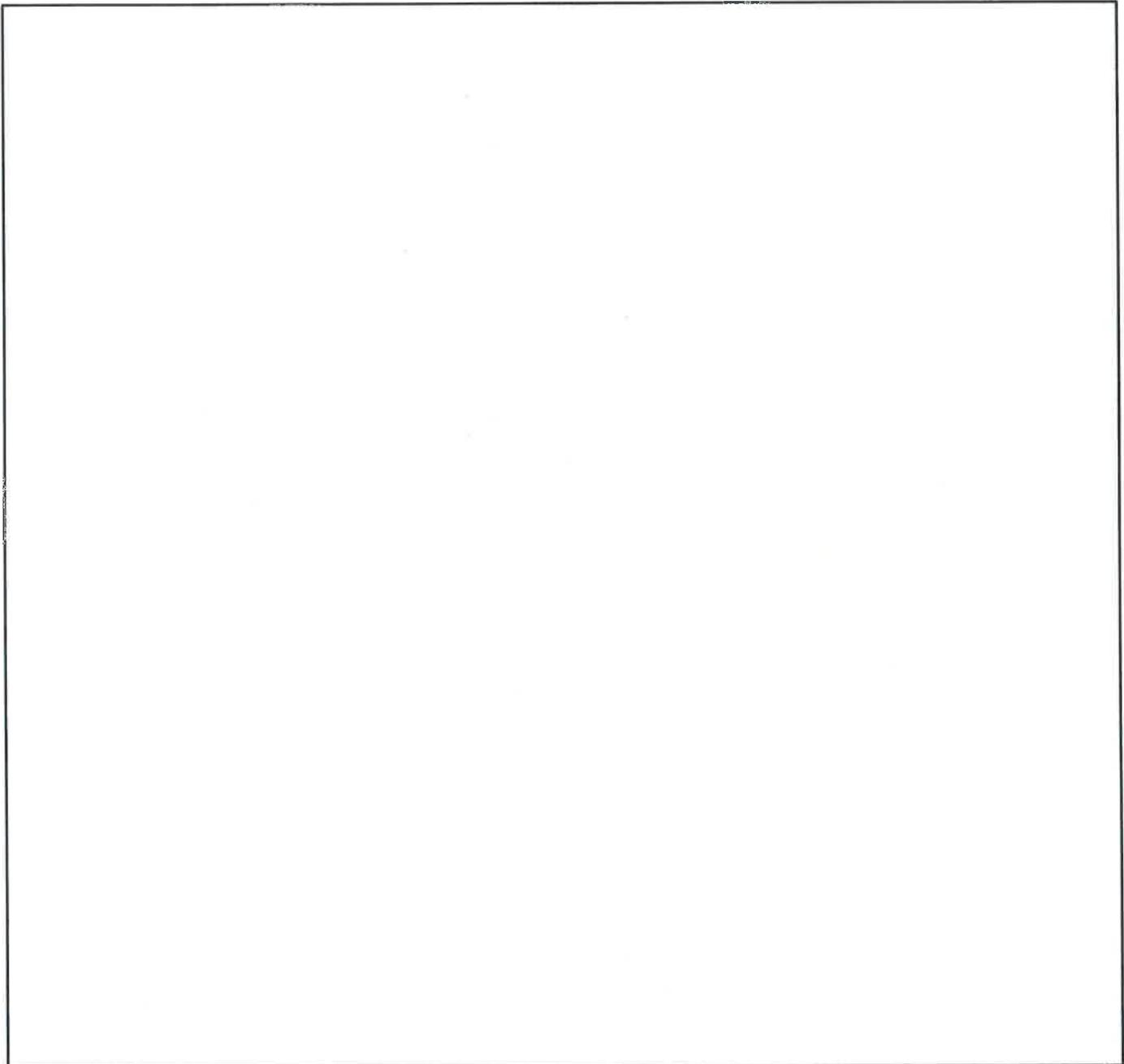
Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if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

Page

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



ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

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

FEDERAL ENTITIES

Federal Department of Labor

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

STATE ENTITIES

California’s Department of Industrial Relations

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

California’s Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

California’s Department of Justice LOCAL

ENTITIES

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

OTHERS

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

SECTION E**CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

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

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

For further information on Contractor Responsibility Ordinance:

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

INSTRUCTIONS:

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

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

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

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=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.
- 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/LWO-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
- (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO –DEPARTMENTAL EXEMPTION APPLICATION
EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <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"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ 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. ▪ The exemption is valid for all employees except Child Care Workers. ▪ 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. ▪ 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." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ul style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

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

Print Name of Person Completing This Form: _____	Signature of Person Completing This Form: _____
Title: _____	Date: _____

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

AWARDING DEPARTMENT USE ONLY:			
Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
Approved / Not Approved – Reason: _____			
By Analyst: _____		Date: _____	

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION
OCC DETERMINATION/APPROVAL REQUIRED

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

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

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No. If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION:	
TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A 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 AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

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

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 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.

INSTRUCTIONS:

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

CITY OF LOS ANGELES
BUSINESS INCLUSION PROGRAM (BIP) FOR A
REQUEST FOR QUALIFICATIONS (RFQ)

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

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

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at bca.biphelp@lacity.org.

**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.

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 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

- c. Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>
- d. Southern California Minority Supplier Development Council, Inc. (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 FAX: (213) 689-1707
Internet address: <http://www.scmsdc.org>
9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their 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.

- 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) and linking onto "Bids, RFPs & Grants" or directly at 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.*

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

1. Email BAVN Support at ITA.BAVN@lacity.org.
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at 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.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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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.

6	NEGOTIATED IN GOOD FAITH
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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 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.

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

Printed Name of Person Completing this Form

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

INSTRUCTIONS:

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



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 125
 (213) 978-1560

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
---------------------------	----------------------------------

Name of Bidder:	Phone:
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Address:

Email:

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: _____ Signature: _____
 Name: _____
 Title: _____

Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

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

I. Corporate or Main Office Address:

II. Total Number of Employees in the Organization:

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

_____ ; Percentage Residing in the City: _____

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch 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 10th of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

INSTRUCTIONS:

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

REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10th) 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.

Contractor or Name of Company

By: (Signature)

Date

SECTION K

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

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

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.

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1980 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<p><i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i></p>		
<input type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Reference Number (bid or contract number, if applicable): _____	Date Bid Submitted: _____	
Description of Contract (title of RFP and services to be provided): _____		
City Department Awarding the Contract: _____		
BIDDER INFORMATION		
Name: _____		
Address: _____		
Email: _____ Phone: _____		
SCHEDULE SUMMARY		
Please complete all three of the following:		
1. SCHEDULE A — Bidder's Principals (check one)		
<input type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).		
<input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.		
2. SCHEDULE B — Subcontractors and Their Principals (check one)		
<input type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).		
<input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.		
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____		
BIDDER'S CERTIFICATION		
<p><i>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.</i></p>		
Date: _____	Signature: _____	
Name: _____		
Title: _____		



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: _____ Title: _____

Address: _____

	<p>Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org</p>	<h2 style="text-align: center;">Prohibited Contributors (Bidders) Form 55</h2>
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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.

- 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.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

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.**

**CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT**

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school- age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One	YES	NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? If YES, please attach a copy	<input type="checkbox"/>	<input type="checkbox"/>

Part Two	YES	NO
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE? If YES, please check which from(s) of assistance	<input type="checkbox"/>	<input type="checkbox"/>
Level I Assistance		
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance		
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance		
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____	<input type="checkbox"/>	<input type="checkbox"/>

I HAVE READ AND COMPLETED:

(Signed)	(Date)
For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.	

Do not write in this space	Expiration Date:
Date Filed:	
50-184 (11/89)	

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 DSG list of persons engaged in investment activities in Iran.

<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>

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 Appr oval (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: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



CITY OF LOS ANGELES
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.

**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:

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=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.

LW-5

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:	
1. Company Name:	Company Phone Number:
2. Company Address:	
3. Awarding Department:	
4. Project Name:	
<p>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</p>	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:		
1. Company Name:	Company Phone Number:	
2. Company Address:		
3. Type of Service Provided by Subcontractor to Prime:		
4. Amount of Subcontract:	Subcontract Start Date:	End Date:
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.		
Print Name of Person Completing This Form		Signature of Person Completing This Form
Title	Phone #	Date

LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

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

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

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

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

AWARDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

RFQ EXHIBIT C

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? Yes No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.
 If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. 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) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .	<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 http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
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					
2) Subcontractor Information Form	LW 18 - 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					
SECTION V: SIGNATURE						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
AWARDING DEPARTMENT USE ONLY:						
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

- ¹ **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
- ² **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.
- ³ **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.
- ⁴ **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.

- ⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

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

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

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

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

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

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

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

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

- 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.

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

RFQ EXHIBIT C

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: _____ <input type="checkbox"/> <input type="checkbox"/>	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____	

SECTION I: BUSINESS INFORMATION

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

<input type="checkbox"/> PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for <input type="checkbox"/> 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:

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

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

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

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

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

AWARDING DEPARTMENT USE ONLY:

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

OCC USE ONLY:

Approved/Not Approved- Reason: _____
By OCC Analyst: _____ Date: _____

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 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.

SDO COMPLIANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments ON LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 947-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

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

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

<u>10796</u> BAVN Company Id	<u>BNVTM</u>		
<u>J and Y Inc - ITA TEST COMPANY</u> Company Name			
<u>1234 N Main St</u> Street Address	<u>Los Angeles</u> City	<u>AL</u> State	<u>70012</u> Zip
<u>2135551888</u> Phone	<u>test@email.com</u> Email		

3. The company came into existence in 2016 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investment in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:

<u>Jon Doe</u> Signature	<u>29 July, 2016</u> Date
-----------------------------	------------------------------

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

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

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

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

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

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

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

Participation means having been a Slaveholder during the Slavery Era.

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

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

Slavery means the practice of owning Enslaved Persons.

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

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

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

SECTION 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 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 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.
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.enne@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 10786 ED/TIN: _____
Company Name: J and Y Inc - ITA TEST COMPANY
Company Address: 1234 N Main St
City: Los Angeles State: AL Zip: 70013
Contact Person: Jon Doe Phone: 2135551234 E-mail: test@email.com
Approximate Number of Employees in the United States: 10
Approximate Number of Employees in the City of Los Angeles: 3

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

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

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

SECTION 3. COMPLIANCE OPTIONS

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

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

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

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

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:*

Jon Doe

26 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.

BAVN-EBO/FSHO (05/2016)

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

BOARD REPORT

NO. 17-007

DATE January 18, 2017

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ARTS DISTRICT PARK – INSTALLATION OF A MURAL PROJECT; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE VII, SECTION 1, CLASS 1 (1) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF AN EXISTING PARK FACILITY WITH NO EXPANSION OF USE)

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

Ramon Barajas for
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the installation of an ongoing rotating mural project at Arts District Park;
2. Authorize the Department of Recreation and Parks (RAP) staff to issue the appropriate Right-of-Entry (ROE) permit;
3. Find that the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article VII, Section 1, Class 1(1) of the City CEQA Guidelines, and direct RAP staff to file a Notice of Exemption; and
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Arts District Park is a new 0.50 acre park located at 501 South Hewitt Street within the Arts District community of downtown Los Angeles. This pocket park includes a children's play area, performance space and picnic area.

During the public participation phase of the development of Arts District Park, the community communicated the need for the park to incorporate design elements that reflect the unique character of the Arts District. In response, RAP staff has worked closely with the Office of Councilmember Jose Huizar, Fourteenth Council District, and community partner Art Share L.A.

BOARD REPORT

PG. 2 NO. 17-007

on the development of an ongoing and rotating mural project. This Project proposes the installation of a metal frame attached to an existing concrete masonry wall. The frame will hold five (5) plywood panels, each of which measures four by seven feet (4'x7'). The panels will be painted by muralists selected through a community process with their respective mural on display for an average of six (6) months. There are anticipated to be six (6) such selection processes, which will provide for a rotation of original mural artwork for approximately three (3) years. Each of the murals will become the property of RAP to ensure that the park retains flexibility of mural rotation and each muralist will be required to sign the Artist Waiver for Murals, Plaques and Public Art (Waiver), a waiver of proprietary rights for artwork placed upon City property.

The hanging panel method of installation facilitates the removal of any mural that becomes defaced.

The artist selected for the inaugural mural is Alex Poli, AKA Man One. Man One is a veteran of the Arts District community with extensive experience creating public art throughout Los Angeles. This mural, *Graffiti Spirit: an LA Renaissance*, was selected through a public participation voting process at the grand opening of Art District Park and Mr. Poli has submitted a signed Waiver for this work. A depiction of the mural *Graffiti Spirit: an LA Renaissance* and a description of the subsequent mural selection process is attached hereto as Exhibit A. Subsequent murals which comply with the selection process will be presented to the Facility Repair and Maintenance Commission Task Force for final approval.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project involves the installation of framed panels on a wall of an existing park facility for the purpose of displaying public art by various artists that are periodically rotated. This will not result in any expansion of the use of the Arts Park facility. Therefore, Staff recommends that the Board determine that the subject project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article VII, Section 1, Class 1 (1) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk within five (5) working days of the Board's approval.

Council District 14 and RAP management and staff support this project at Arts District Park.

FISCAL IMPACT STATEMENT

There will be minimal fiscal impact to RAP as RAP is only responsible for assisting with installation and routine maintenance. Costs of the mural creation, installation, and anti-graffiti coating will be the shared responsibility of Council District 14 and Art Share LA.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Construction and Maintenance Branch.

BOARD REPORT

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LIST OF ATTACHMENT(S)

- 1) Exhibit A – Artist Selection Process

ARTS DISTRICT PARK

Mural Rotation Project

Artist Selection Process

1. Artist selection begins with an Open Call for Artists by Art Share L.A. The Open Call for Artists reaches approximately 2,000 local artists in Los Angeles and describes the project parameters as well as desired qualifications in the artists.
2. Art Share L.A. gathers the submissions and forms a selection committee to choose the top five mural designs. The selection committee includes, at a minimum, a community representative from Los Angeles River Artists & Business Association (LARABA), a representative from a local homeowner association, an Art Share L.A. staff member, and an employee from the Department of Recreation and Parks.
3. The top five designs will be shared on social media to facilitate community participation in the voting process.
4. The winning mural will be presented to the Department of Recreation and Parks Facility Repair and Maintenance Task Force for final approval.
5. Art Share L.A. will visit various community meetings to announce the new design and installation details, inviting community participation in each unveiling.

Arts District Park Mural Proposal

...

Alex AKA Man One

u

Man One

An artist, curator, mentor and entrepreneur, Man One believes in the transformational power of art and its power to save lives and make the world a better place.

Growing up in Los Angeles, Man One developed his love for art, developing his skills as a graffiti artist on the streets of LA. He honed his talents as a fine artist and understanding of art history at Loyola Marymount University where he earned his Bachelor's Degree in Fine Arts.

Man One is seen as a staple in Los Angeles, San Gabriel Valley graffiti. His images are recognizable and celebrated by many Angelenos.

Man One - Colorful Iconic Imagery



Man One



Arts District Park



Arts District Park will bring the community together. By rotating the mural on a 6 month basis, the park can see many different colors and themes.

With the inaugural mural, ManOne embodies the Arts District by paying homage to past populations and the budding art scene.

Concept (similar mural in color)



Concept (sketched)



“Graffiti of L.A. Renaissance”

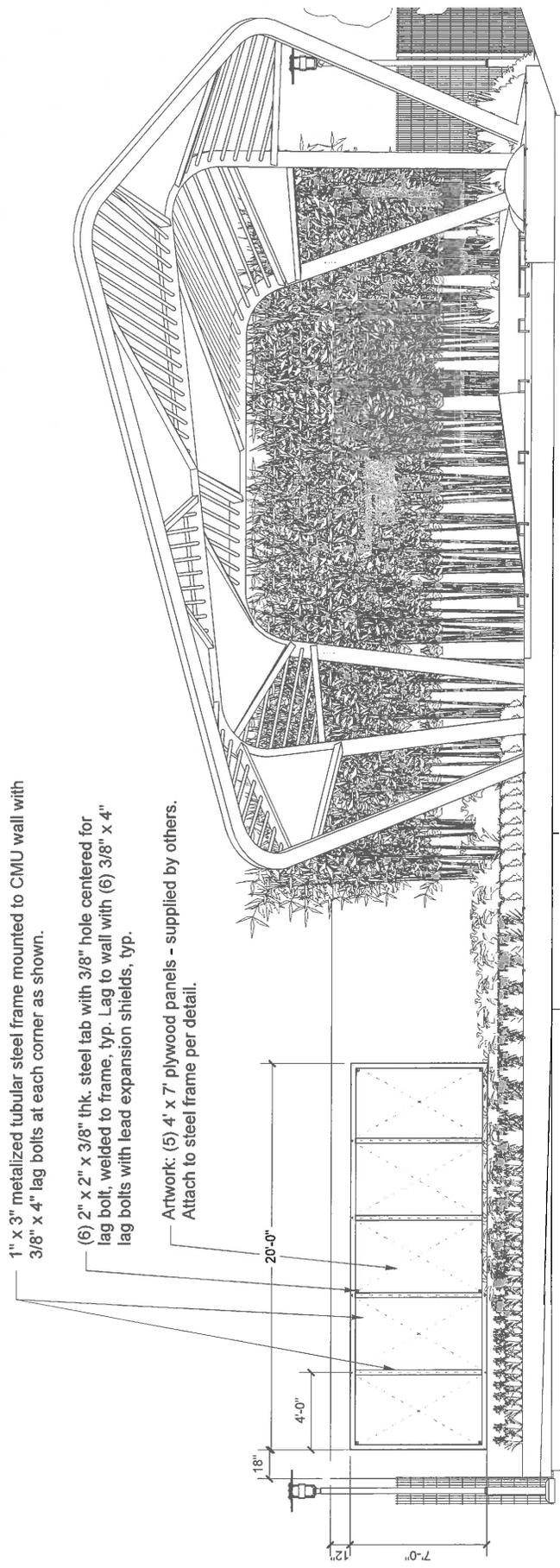
There's lots of symbolism but in a nutshell; the winged serpent (my version of a modern Quetzalcoatl & god of the arts) has its hands on the tools that created the Arts District (brushes & spray cans) its wings and halo also represent the City of Angels and how it's currently balancing all its weight on one hand. Underneath the spirit is the landscape of the Arts District, shown by the buildings & new bridge in the background.

-Man One

1" x 3" metalized tubular steel frame mounted to CMU wall with 3/8" x 4" lag bolts at each corner as shown.

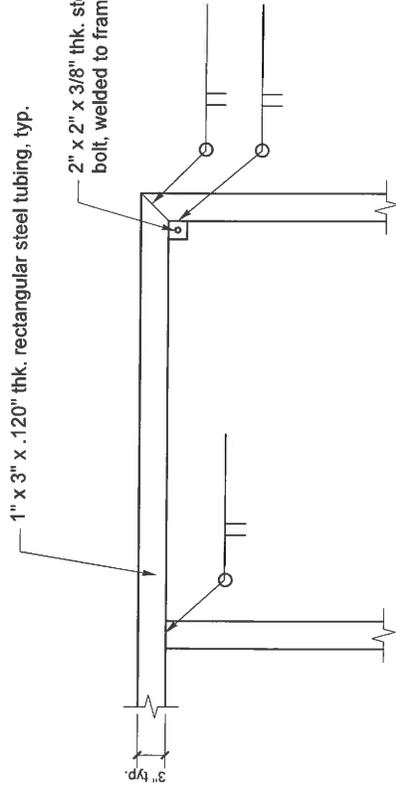
(6) 2" x 2" x 3/8" thk. steel tab with 3/8" hole centered for lag bolt, welded to frame, typ. Lag to wall with (6) 3/8" x 4" lag bolts with lead expansion shields, typ.

Artwork: (5) 4' x 7' plywood panels - supplied by others. Attach to steel frame per detail.



ARTS DISTRICT PARK - CMU WALL MURAL FRAME

SCALE: 3/16" = 1' 0"

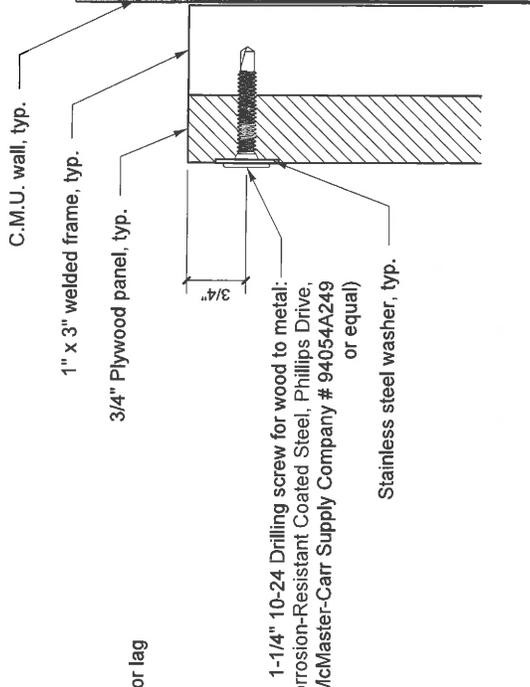


Notes:

- 1.) Grind all welds smooth.
- 2.) Steel tube frame shall have metalized finish.

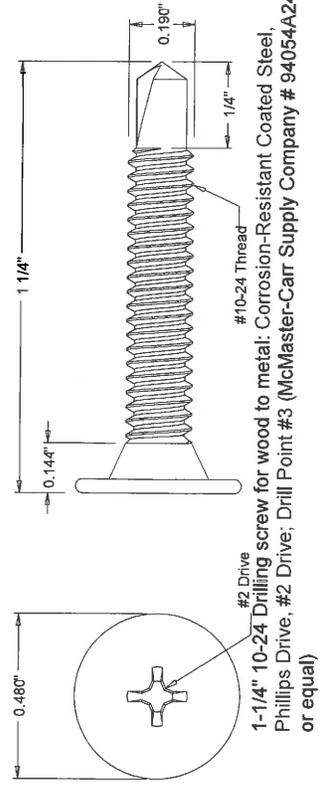
STEEL FRAME WELDING & FINISH

N.T.S.



SECTION - ATTACHMENT OF PLYWOOD PANELS

N.T.S.



ARTS DISTRICT PARK - CMU WALL MURAL MOUNTING

N.T.S.

BOARD REPORT

NO. 17-008

DATE January 18, 2017

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK—APPROVAL OF LEASE AGREEMENT WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, CLASS 4(7) (LEASE TO USE LAND INVOLVING MINOR ALTERATIONS TO THE CONDITION OF THE LAND) OF THE CITY CEQA GUIDELINES

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

Ramon Barajas toe

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Adopt a proposed Resolution, herein included as Attachment 1 authorizing the Department of Recreation and Parks (RAP) to enter into a Twenty (20) year Lease Agreement with the Los Angeles Department of Water and Power (LADWP) for Ascot Hills Park, and authorize payment of Twenty Dollars (\$20.00) to LADWP for the annual Lease fee, per Charter Section 594(a) and (b) subject to the approval of the Mayor and the approval of the City Attorney as to form;
2. Approve the proposed Lease and terminate previous Lease upon execution of new lease, between RAP and LADWP, for the operation, maintenance and development of a portion of the LADWP's Ascot property;
3. Direct the Board Secretary to transmit forthwith the proposed Lease to the Mayor for expedited review in accordance with Executive Directive 3 (Villaraigosa Series) for review and approval, and concurrently to the City Attorney for review and approval as to form;
4. Authorize the City Attorney's Office to make technical changes to the Lease, as necessary;
5. Upon obtaining all necessary approvals, authorize the Board President and Secretary to execute the Lease;
6. Find that the execution of the Lease is categorically exempt from CEQA and instruct RAP staff to file a Notice of Exemption with the Los Angeles County Clerk within five (5) working days; and,

BOARD REPORT

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

SUMMARY:

RAP has been working with the LADWP, North East Trees (NET) and the Fourteenth Council District Office in an effort to secure funding for the restoration of the Ascot Hills Park (Park) located in El Sereno at 4371 Multnomah Street, Los Angeles, California 90032. The Park is an open space park used heavily by the surrounding community. The Park consist of 92.44 acres of mostly undeveloped natural habitat open space land that features a parking lot, Restroom and outdoor facilities with some shade structures.

The Ascot Hills property is currently being maintained and operated by RAP staff under the existing Lease Agreement (Agreement) between RAP and LADWP so that the property can be maintained as a natural open space park area open to the community. The Agreement was executed in 2010 and continues in effect for a term of twenty (20) years. Nevertheless, the current Agreement is deficient or inadequate for securing funding from outside sources and as such, the Agreement needed to be revised to meet the funding requirements that will enable this Park to be developed into an open space jewel that the community can use. The Park is located in a very dense and low-income community that is in great need of open space area. It has been brought to the attention of RAP staff that the current Agreement is insufficient to meet the State grant requirements; therefore, the intent of RAP and LADWP Staff is to execute a new Lease Agreement to satisfy the State's Grant Requirements and terminate the existing Agreement.

In 2013, NET submitted a grant application for the Ascot Hills Park Habitat Restoration and Greening Project (Project). RAP also submitted a Grant Application with the State for funding that will be used to enhance approximately forty (40) acres of Ascot Hills, including fourteen (14) acres of native habitat restoration and the planting of trees and shrubs, all designed to restore the native flora. The Project will include two natural storm water infiltration area designed to capture storm water runoff and allow for natural infiltration. The total cost of the proposed Project is One Million, Six Hundred Fifty-One Thousand, Four Hundred and Eighty Six Dollars (\$1,651,486.00). On June 18, 2015, the Board of Recreation and Park Commissioners approved the Project through Report No. 15-140 (Attachment 4). NET has been awarded a total of Nine Hundred, Eighty-Nine Thousand Dollars (\$989,000.00) in funds from the State along with other funding mentioned in Report No. 15-140.

On November 15, 2016, LADWP provide a new lease for execution. This newly revised lease will be presented to the State for review, but is expected that additional changes will be required. In order to meet the State's deadline for submitting the required information mentioned in the November letter from the State, the Board is being asked to approve the lease with the extended term of 2037. The Board is nevertheless informed that there could be a need for additional revisions or amendments addressing the Land Tenure issues. This new Lease is expected to replace the old Lease executed in 2010.

BOARD REPORT

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On November 30, 2016, RAP staff was notified that the City's Grant Application was incomplete and additional information was needed. RAP was given a deadline of January 2017 to address all outstanding issues mentioned in the correspondence from the State.

Efforts to secure funding were implemented by RAP staff, and communications with LADWP were made requesting revisions to the Agreement to address the requirements for the grant monies.

Although revisions to the Lease were made which included extending the term of the Lease, the newly revised Lease may need additional revisions. The new Lease which is being presented to the Board for approval (Attachment 2) will be presented to State for clarification and determination as to whether the newly revised Lease meets the grant requirements. If the State does not approve the new Lease as drafted, efforts will be made to negotiate terms with LADWP that are acceptable to the State that address the Land Tenure issues required and needed for funding approval.

NET, with the support from RAP, will perform the habitat restoration work. Per the grant requirement, site control for twenty (20) years is needed. In order to accomplish this, the City Attorney has drafted the new Lease between RAP and LADWP that will comply with the twenty (20) year grant requirement. This will enable NET to perform the habitat restoration work to the Park and allow the City of Los Angeles to continue to operate the Ascot Park as a recreational and open space park. The approval of the new Lease will also permit NET to continue with the grant process and development work. NET is currently working on the improvement to the site or park. It is anticipated that all funding issues related to the Project will be resolved and the development/restoration work can continue. If RAP is not able to supply the information or cannot meet all requirements within the indicated deadline of January 31, 2017, the State has indicated that the application for funds may no longer be considered for funding. For this reason, it is imperative that the review and approval of the Lease Agreement take place before January 31, 2017. Expeditious review and approval of the aforementioned Lease will help ensure that the grant funding is not lost and that habitat restoration work continues at Ascot Hills Park. Preservation of this Los Angeles jewel requires every effort necessary to insure that all steps are taken to preserve this park for future generations to enjoy as it was intended.

TREE AND SHADE

The proposed Park Project concept is still a work in progress, but said design and development of the Park will feature trees and shade structures among other amenities that will be conducive to a healthful, passive and tranquil park setting. It is anticipated that nine hundred fifty (950) trees and five thousand (5,000) shrubs will be planted. The design will also feature an interpretive nature center/trail head and trail enhancement, taking into consideration community input and RAP Park standards with design amenities addressing tree and shade amenities.

NEEDS ASSESSMENT

The proposed new Park expansion property will provide a neighborhood park/open space in an area of the city where City residents do not have sufficient access to improved open or green spaces or neighborhood parks. An estimated 2,736 residents live within a ½ mile walking distance

BOARD REPORT

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of the existing park. Approval of the Lease will enable these residents to continue to have access to improved green, open spaces and neighborhood parks within a ½ mile walking distance of their homes. The loss of this park would reduce available park space and would be counter to the Mayor's directive to increase park space.

ENVIRONMENTAL IMPACT STATEMENT

The habitat restoration of Ascot Hills Park project, including the development of an interpretive nature center/trail head, enhancement of existing trails and streams with site related displays with trail map displays at key points and other restoration activities, has been previously evaluated for CEQA compliance as was determined to be categorically exempt. A Notice of Exemption was filed with the Los Angeles County Clerk on July 2, 2015. The proposed Lease Agreement will allow the project proceed with the construction of the proposed park development, Therefore, Staff recommends that the Board determine that the proposed Lease Agreement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, 4(7) of the City CEQA Guidelines.

The Superintendent for Metro area and the Councilmember for Council District 14 concur with staff's recommendations

FISCAL IMPACT STATEMENT

At this time, the impact to the RAP's General Fund for the execution of the Lease is unknown. Once this project is completed, operational maintenance costs will be determined. Upon project completion, a request for funding will be submitted in future RAP annual budget requests. There is sufficient funds to cover the increase in value of the property and said increase will not impact RAP's General Fund. Maintenance funds for the new park will be requested as part of the RAP's General Fund. This request will include part time staff, materials and supplies and would provide maintenance seven days a week, year round. Execution of Lease will require an Annual Fee of \$1.00 per year payable in a lump sum of \$20.00 upon execution.

This Report was prepared by John Barraza, Management Analyst II in the Real Estate and Asset Management Division.

LIST OF ATTACHMENT(S)

- 1) Proposed Resolution
- 2) Proposed Lease Agreement for Twenty (20) Year Term Ending 2037
- 3) Existing Lease Agreement Executed in 2010
- 4) Report No. 15-140

RESOLUTION NO. _____

WHEREAS, The Department of Recreation and Parks (RAP) has been working with the Department of Water and Power (LADWP), North East Trees (NET) and the Fourteenth Council District Office in an effort to secure funding for the restoration of the Ascot Hills Park; and,

WHEREAS, RAP maintains and operates Ascot Hills Park as an natural open space park area open to the community under an Agreement with LADWP; and,

WHEREAS, Said Agreement between RAP and LADWP was executed in 2010 with a term of 20 years; and,

WHEREAS, In 2013, NET submitted a grant application for the Ascot Hills Park Habitat Restoration and Greening Project; and,

WHEREAS, On June 18, 2015, the Board of Recreation and Park Commissioners (Board) approved the Habitat Restoration and Greening Project (Project); and,

WHEREAS, RAP will also participate in the funding of this Project; and,

WHEREAS, On November 15, 2016, LADWP provided a new Lease for execution; and,

WHEREAS, On November 30, 2016, RAP staff was notified by the State that the City's Grant application was incomplete and additional info was needed; and,

WHEREAS, RAP was given a deadline of January 2017 to address all outstanding issues mentioned in the letter from the State dated November 30, 2016; and,

WHEREAS, On June 18, 2016, the Board approved the Memorandum of Agreement (MOA) that enables RAP and NET to construct and install improvements, per the terms of the MOA with NET; and,

WHEREAS, LADWP proposed a Lease that addresses the request for an extension of term to 2037 satisfying the twenty (20) year grant requirement; and,

WHEREAS, The State grant requires compliance with land tenure requirements; and,

WHEREAS, The State correspondence dated November 30, 2016, indicates that the grant requirements are in conflict with terms or conditions of the Lease, which would require amendments, if the State determines that the Lease is insufficient; and,

WHEREAS, RAP Staff continues to proceed with all steps needed to secure funding for the Ascot Hills Park Habitat Restoration Project;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Lease for Ascot Hills Park between LADWP and RAP for a twenty (20) year term ending 2037; and,

BE IT FURTHER RESOLVED, that the City Attorney's Office shall be authorized to make changes as needed to the proposed Lease; and,

BE IT FURTHER RESOLVED, that, upon obtaining all necessary approvals, the Board President and Secretary are authorized to execute the new Lease Agreement; and,

BE IT FURTHER RESOLVED, that the existing Lease Agreement is terminated upon execution of the new Lease Agreement.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its Meeting held on _____, 20__ (Report No. _____).

Armando X. Bencomo, Secretary

Resolution No. _____

Los Angeles  Department of Water & Power

ATTACHMENT 2

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

DAVID H. WRIGHT
General Manager

November 15, 2016

Mr. Cid Macaraeg
Department of Recreation and Parks
221 N. Figueroa Street, First Floor
Los Angeles, California 90012

Subject: DWP File W-80858
Lease to Department of Recreation and Parks
Portion of the Los Angeles Department of Water and Power's
Ascot Reservoir for Open Space

DEPT OF REC & PARKS
PLAN, CONST. & MAINTENANCE
2016 NOV 15 AM 8:15

Dear Mr. Macaraeg:

Enclosed are three duplicate originals of a Lease Agreement (Agreement) which, when fully executed, will give the Department of Recreation and Parks permission to use a portion of the above-referenced Los Angeles Department of Water and Power property for maintaining a natural area which will be open to the community as "open space".

Please have your Board approve and execute all three Agreements and return them to this office, together with your lease payment of \$20.00.

A fully executed Agreement will be returned to you for your records after further processing.

If you have any questions, please contact Mrs. Brandy Roybal-Valdez (213) 367-0570 or by email at brandy.roybal-valdez@ladwp.com.

Sincerely,


Guy Lammers
Property Manager

BRV
Enclosures

Putting Our Customers First 

DO NOT RECORD

LEASE

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Lessor (sometimes hereinafter referred to as the "Department" or "LADWP"), for and in consideration of the keeping and performance by Lessee of the terms and conditions hereof, gives permission to the Department of Recreation and Parks, whose address is 221 N. Figueroa Street, Suite 1550, Los Angeles, California 90012, (sometimes hereinafter referred to as the "Lessee"), to use certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of said Department for the purpose of maintaining a natural area which will be open to the community as "Open Space", in the property known as Ascot Reservoir as shown in Drawing No. C2072 marked Exhibit A, attached hereto and made a part hereof (the "Premises"). The gross leased area of the Premises is 93.51 acres. The Department finds that: (1) the property to be leased is not presently needed for Departmental purposes; and (2) the grant of the Lease will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.

2. Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.

3. The Parties agree that Lessee's use and occupancy of Premises shall be referable solely to the permission herein given.

4. This lease shall commence upon approval by the entities respective Board of Commissioners and expire on March 1, 2037 (the "Term").

5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 5 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 5 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

6. Lessee agrees to pay to Lessor the sum of \$1.00 per year for the 20 year period of the Lease agreement which sum is payable in a lump sum of \$20 within 60 days of execution of this Lease.

Payment shall reference DWP File W-80858, and sent to the following address:

Department of Water and Power
Attention General Accounting, I.C. Section
P. O. Box 51212 - Room 434
Los Angeles, California 90051-0100

7. Lessor assumes no responsibility to provide security for the Premises. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees. Lessee shall maintain and provide adequate security for the Premises comparable to the security Lessee provides to similarly sized public parks that Lessee owns and/or operates.

8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the Premises to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department

determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.

10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by the easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.

11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving five years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions.

14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.

16. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other

party having an interest therein, from liens, and Lessee shall give to Lessor at least ten business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property.

17. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.

18. Lessee shall pay for all materials and improvements placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.

19. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

20. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

21. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

22. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

23. Storage of flammable liquids is not permitted within the property.

24. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

25. The Department further reserves the right to license or lease additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

26. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors employees, sub-licensees, sub-lessees or invitees onto the Premises.

27. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessee's operations or recreational activities. Lessee shall remain responsible for compliance of all terms and conditions of this Lease by sub-lessees or sub-licensees.

28. Each of the parties to this agreement is a department of the City of Los Angeles having separate funding sources. In accordance with an action of the City Council on April 17, 1991 which authorizes indemnification of proprietary City departments by Council-controlled departments Council File No. 85-1784), the Department of Recreation and Parks acknowledges this and agrees to defend and indemnify the Department of Water and Power from and against claims of loss of any kind or nature whatsoever and any associated costs, for injury or death to persons or damage to property (including environmental damage) which arise by reason of or incident to this Lease or the leased premises, or the acts, errors or omissions, or willful misconduct of the Department of Recreation and Parks, in any way related to this Lease. This indemnification shall survive the termination of this Lease and shall be in addition to any other rights or remedies that the Department of Water and Power may have, at law, or in equity.

In each contract, sub-lease or sub-license that the Department of Recreation and Parks enters into in connection with the Premises, it shall ensure the inclusion of an Indemnity Clause in favor of the Department of Water and Power, at least as broad as the one stated above. Such Indemnity clause shall be in favor of the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles.

The Department of Water and Power Real Estate Section shall receive a signed copy of each such sub-lease or sub-license that is entered into between the Department of Recreation and Parks and its sub-lessees and/or sublicensees.

The above indemnification obligations shall not apply in the event that the claim giving rise to liability is caused solely by the Department of Water and Power's or Metropolitan Water District's active negligence or willful misconduct.

29. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee or the public, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the California Environmental Quality Act (hereinafter CEQA) [Pub. Res. Code §§21000-21177]; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (hereinafter CERCLA)

[42 USCS §9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS §6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPCA) [33 USCS §1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS §2601 et. seq.]; the Hazardous Materials Transportation Act (hereinafter HMTA) [49 USCS §5101 et. seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 USCS §136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §9601 et. seq.] (hereinafter SARA); the Clean Air Act [42 USCS §7401 et. seq.]; the Safe Drinking Water Act [42 USCS §300f et. seq.]; the Solid Waste Disposal Act [42 USCS §6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §11001 et. seq.]; the Occupational Safety and Health Act [29 USCS §651 et. seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §25280 et. seq.]; the Carpenter-Presley-Tanner Hazardous Substance Account Act [H&SC §25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §24249.5 et. seq.]; and the Porter-Cologne Water Quality Control Act [Wat. C. §13000 et. seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

30. Lessee, by executing this Lease Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Lessee will be responsible for payment of any property taxes upon such right. Lessee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

31. For information about a specific Possessory Interest assessment, please contact the Assessor's Office, Possessory Interest Section at (213) 974-3108, Los Angeles County Assessor, c/o Possessory Interest Section, Room 180, 500 West Temple St., Los Angeles, CA 90012, or via the internet at <http://assessor.lacounty.gov/extranet/overview/possint.aspx>.

32. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of the Lease subjecting the Lease to termination where such failure shall continue for more than 90 days after such notice of such failure to Lessee by Lessor or City.

33. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to practices provisions of this Lease may be deemed to be

a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

34. This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this Lease, Lessee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3E and 10.8.3F of the Los Angeles Administrative Code, the failure of Lessee to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, the Lease may be forthwith terminated.

35. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et. seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessor has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any Provision of the SDO.

36. The Lessees, sub-lessees, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the Lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, the Lessee is required to provide and update certain information to the City as specified by law. Any Lessee subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor or sub-lessee expected to pay at least \$100,000 in rent under this Lease:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

37. As provided in Charter Section 470(c)(12) and related ordinances, you are a sub-lessee on LADWP File W-80858. Pursuant to City Charter Section 470(c)(12), sub-lessee and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the LADWP Lease is signed. Sub-lessee is required to provide to Lessee names and addresses of the sub-lessee's principals and contact information and shall update that information if it changes during the 12 month time period. Sub-lessee's information included must be provided to Lessor within five business days. Failure to comply may result in termination of the Lease or any other available legal

remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling (213) 978-1960.

38. Lessee, sub-lessees, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Lease and pursue any and all legal remedies that may be available.

39. This Section is applicable where Lessee engaged in business within the City of Los Angeles and Lessee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this Lease or the effective date of any extension of the term or renewal of this Lease, Lessee shall provide to the Lessor proof satisfactory to the LADWP's Real Estate that Lessee has the required TRCs and that Lessee is not then currently delinquent in any tax payment required under the Tax Ordinances. Lessor may terminate this Lease if Lessor determines that Lessee failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the term of, or renewing this Lease. Lessor may also terminate this Lease at any time during the term of this Lease if Lessee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Licensee fails to cure such deficiencies within the 30 day period.

40. Lessee will be responsible for all brush clearing activities on the leased area. Lessee will at all times remain in compliance with brush clearing requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

/

41. This Lease shall replace and supersede the prior lease entered into by and between Lessor and Lessee, dated February 16, 2010 (LADWP Lease No. W-80858) and such prior lease shall be of no further force or effect upon the full execution of this Lease.

Dated _____

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

APPROVED:

7/2/11
R


RICHARD F. HARASICK
Senior Assistant General Manager -
Water System

By: _____
DAVID H. WRIGHT
General Manager

And: _____
Secretary

LESSOR

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

By: _____
President

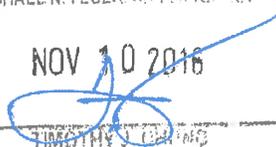
By: _____
Secretary

DATE: _____

LESSEE

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

NOV 10 2016

BY 
TIMOTHY J. LEUNG
DEPUTY CITY ATTORNEY

Department of Water and Power



the City of Los Angeles

ANTONIO R. VILLARAIGOSA
Mayor

Commission
LEE KANON ALPERT, *President*
EDITH RAMIREZ, *Vice President*
FORESCEE HOGAN-ROWLES
JONATHAN PARFREY
THOMAS S. SAYLES
BARBARA E. MOSCHOS, *Secretary*

S. DAVID FREEMAN
Interim General Manager
RAMAN RAJ
Chief Operating Officer

April 13, 2010

Mr. Cid Macaraeg
Director of Real Estate
Department Recreation and Parks
221 N. Figueroa Street Suite 1550
Los Angeles, CA 90012

ATTN: Mr. Jon Kirk Mukri

Dear Mr. Macaraeg:

Subject: DWP File W-80858
Ascot Reservoir

Enclosed for your records is a fully executed Lease Agreement giving you permission to use a portion of the above-captioned Los Angeles Department of Water and Power property for open space purposes. The first year's consideration is \$1.00 and for the full twenty year term \$20.00 and has been paid.

Please acknowledge receipt of the Lease Agreement by signing and returning the enclosed copy of this letter.

Should you need further information, please call me at (213) 367-0577.

Sincerely,

CHERE D. LOTT
Real Estate Officer

CDL:dc
Enclosures

Water and Power Conservation ... a way of life

111 North Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles 90051-5700
Telephone: (213) 367-4211 Cable address: DEWAPOLA



DO NOT RECORD

LEASE

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Lessor (sometimes hereinafter referred to as the "Department"), for and in consideration of the keeping and performance by Lessee of the terms and conditions hereof, gives permission to the Department of Recreation and Parks, whose address is 1200 West 7th Street, Suite 200 Los Angeles, California 90017, (sometimes hereinafter referred to as the "Lessee"), to use certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of said Department for the purpose of maintaining a natural area which will be open to the community as "Open Space", in the property known as Ascot Reservoir as shown Drawing No. C2072 marked Exhibit A, attached hereto and made a part hereof. The gross leased area is 93.51 acres. The Department finds that: (1) the property to be leased is not presently needed for Departmental purposes; and (2) the grant of the Lease will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.

2. Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.

3. Lessee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and said Department in said real property, and agrees never to assail or resist the same, and further agrees that Lessee's use and occupancy of said leased area shall be referable solely to the permission herein given.

4. This lease shall commence upon approval by the entities respective Board of Commissioners and continue for a period of twenty (20) years thereafter.

5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 4 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

6. Lessee agrees to pay to Lessor the sum of one dollar (\$1.00) per year for the twenty (20) year period of the lease agreement which sum is payable in a lump sum of \$20 within 60 days of execution of this Lease.

Payment shall reference DWP File W-80858, and sent to the following address:

Department of Water and Power
Attention General Accounting, I.C. Section
P. O. Box 51212 - Room 434
Los Angeles, California 90051-0100

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8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the right of way to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.

10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Quality and Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.

11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving 5 years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten (10) days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions.

14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.

16. Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

17. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other party having an interest therein, from liens, and Lessee shall give to Lessor at least ten (10) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property.

18. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.

19. Lessee shall pay for all materials placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.

20. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

21. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

22. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

23. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

24. Storage of flammable liquids is not permitted within the property.

25. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

26. The Department further reserves the right to license additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

27. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors or employees onto the Premises.

28. Lessee will hold harmless, defend and indemnify Lessor from any and all claims of any type or nature whatsoever that may come against Lessor, arising by reason of or incident to this lease, with the exception of claims alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its water pipelines on the leased property.

Lessor will hold harmless, defend and indemnify Lessee from any and all claims of any type or nature whatsoever, that may come against Lessee, alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its water pipelines on the leased property.

29. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessee's operations or recreational activities.

In each sub-lease that the Department of Recreation and Parks enters into, it shall ensure the inclusion of an Indemnity Clause in favor of the Department of Water and Power, at least as broad as the one stated above. Such Indemnity Clause shall be in favor of the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles.

The Department of Water and Power Real Estate Section shall receive a signed copy of each such sub-lease that is entered into between the Department of Recreation and Parks and its sub-lessees.

The above indemnification obligations shall not apply in the event that the claim giving rise to liability is caused solely by the Department of Water and Power's or Metropolitan Water District's active negligence or willful misconduct.

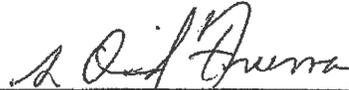
30. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§11 001 et. seq.]; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.] the California Hazardous Substances Account Act (H&SC §§25300 et. seq.); the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et. seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et. seq.) together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

31. Lessee will be responsible for all brush clearing activities on the leased area. Lessee will at all times remain in compliance with brush clearing requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

APPROVED:

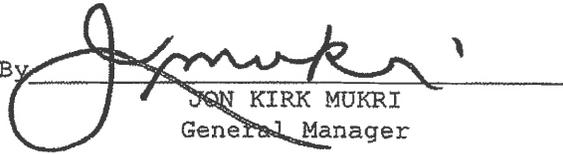

MARTIN L. ADAMS
Director of Water Quality
And Operations

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

By 
S. DAVID FREEMAN, Interim General Manager
Date 3-7-10
And 
Secretary

LESSOR

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

By 
JON KIRK MUKRI
General Manager

LESSEE

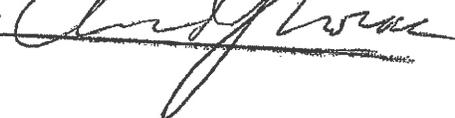
APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DELGADILLO, CITY ATTORNEY

JAN 14 2009

BY 
MARY K. DENNIS
Deputy City Attorney

Approved as to Form and Legality

October 21, 2008
ROCKARD J. DELGADILLO, City Attorney

By 

AUTHORIZED BY REG 010 231
FEB 16 2010

bc: Theresa Tsai
Steve Cole

June 23, 2008

Mr. Cid Macaraeg, Director of Real Estate
Planning and Development
Los Angeles Department of Recreation and Parks
1200 West 7th Street Suite 700
Los Angeles, California 90017

Subject: DWP File W-80858, Lease to City of Los Angeles
Department of Recreation and Parks
Portion of Ascot Reservoir for Natural Areas and Open Space

Enclosed are an original and two copies of a Lease which, when fully executed, will give you permission to use a portion of the above-referenced Department of Water and Power property for maintaining a natural area which will be open to the community as "open space".

This version of the Lease includes an Indemnity clause agreed to each Department's Risk Managers and by Andrew Nocas and Mary Dennis, each representing the Departments as Deputy City Attorneys.

Please have your General Manager execute all three documents. Please provide a Board of Recreation and Parks resolution authorizing this action. Return them to this office, together with your lease payment of \$20.00.

A fully executed Lease will be returned to you for your records after further processing.

If you have any questions, please contact me at (213) 367-0577.

Sincerely,

ORIGINAL COPY SIGNED BY CHERE D LOTT

Chere D. Lott
Real Estate Officer

CDL:dc
Enclosures
cc: Andrew Nocas, Deputy City Attorney



REPORT OF GENERAL MANAGER

NO. 15-140

DATE June 18, 2015

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK – APPROVAL OF CONCEPTUAL PARK DESIGN FOR THE HABITAT RESTORATION AND GREENING PROJECT; MEMORANDUM OF AGREEMENT WITH NORTH EAST TREES; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

R. Adams	_____	V. Israel	_____
<i>for</i> *R. Barajas	<u>CBP</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

General Manager

Approved ✓ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the conceptual design for the Ascot Hills Park Habitat Restoration and Greening Project, as described in the Summary of this Report and shown on Exhibit A;
2. Approve the proposed Memorandum of Agreement with North East Trees, substantially in the form on file in the Board Office, specifying the terms and conditions of each party for the design, construction and maintenance of the proposed Project subject to the approval of the Mayor, City Council, and City Attorney as to form;
3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review as to form;
4. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and
5. Direct Department staff to work with staff from the Department of Water and Power to seek an amendment to extend the Lease Agreement issued to RAP for the operation and maintenance of Ascot Hills Park to satisfy the twenty (20) year site control requirements

REPORT OF GENERAL MANAGER

PG. 2 NO. 15-140

of the Urban Greening for Sustainable Communities Grant Program grant awarded to North East Trees; and,

SUMMARY:

Ascot Hills Park is a 92.44 acre park located at 4371 Multnomah Street in Northeast Los Angeles (Exhibit A). It is an unstaffed park that contains a parking lot, restroom facilities, outdoor classrooms, and nature trails. The park has been developed on land owned by the City of Los Angeles, Department of Water and Power (LADWP). The Department of Recreation and Parks (Department) currently operates and maintains the property through a twenty (20) year lease agreement with DWP which was executed in 2010.

In 2013, North East Trees, a non-profit community-based organization, submitted the Ascot Hills Park Habitat Restoration and Greening Project grant application for funding under the State of California Strategic Growth Council's Urban Greening for Sustainable Communities Grant Program.

North East Trees was founded in 1989 to restore nature's services in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. Their projects throughout the years have included design, construction, planting, and maintenance of parks, greenbelts, watershed revitalization projects, and storm water cleanup and infiltration projects. They specialize in working with local, underserved communities to identify degraded areas and derelict parcels of land and work collaboratively to successfully transform them into safe, inviting and healthful areas.

The proposed project's concept is to enhance about forty (40.0) acres of Ascot Hills Park through the restoration of about fourteen (14.00) acres of native habitat; the creation of two (2) natural storm water infiltration areas by constructing swales, berms, and infiltration basins along the natural topography of the park; the planting of about nine hundred fifty (950) trees and 5,000 shrubs; and, the installation of interpretative signage. The project is designed to help restore the native flora of Ascot Hills Park, attract native fauna back to the park, capture storm water runoff and allow for natural infiltration, and improve air quality through the planting of native plants and trees throughout the park (Exhibit B).

Recently, North East Trees was notified that their grant application was approved and they would have to provide certain documentation in order to begin drawing upon the grant award to begin the design process. The grant amount awarded to North East Trees totaled \$989,000.00. The total project cost for the proposed project is \$1,651,486.00. In addition to the State Grant, North East Trees has also been awarded a \$100,000.00 Los County Tree Planting Grant and a \$150,000.00 CALFIRE Demonstration Raingarden Grant. They are also contributing \$161,120.00 worth of In-kind services and materials. The Department, as a supporter of this

REPORT OF GENERAL MANAGER

PG. 3

NO. 15-140

endeavor, is contributing \$251,366.00 worth of In-kind services spread out through the initial design phase and maintenance services during the service payback period of twenty (20) years.

In order for North East Trees to begin the design process and avail of the funding awarded through the grant, the Board needs to make a CEQA determination on the proposed project. The Board will also need to approve the proposed Memorandum of Agreement (MOA) with North East Trees that specifies and indicates the terms and obligations of each party for the design, construction and maintenance of the proposed Project. As indicated in their grant application, North East Trees complete all the design and construction of the proposed project. The Department will provide assistance and cooperate in the design process and will maintain the improvements during the service payback period.

As mentioned above, the grant awarded to North East Trees requires a service payback period of twenty (20) years. The lease agreement with DWP is in the fifth (5) year of a twenty (20) year term and therefore will need to be amended to add the additional time required by the grant. Should the Board approve this report, Department staff will work with DWP staff on obtaining this amendment.

Staff has determined the proposed project will consist of minor alterations to land in the creation of two (2) vista points within the existing park, and new landscaping to enhance the existing upland habitat. The project will also involve the issuance of a MOA for project design and construction. Therefore, the project will not have significant effect on the environment with the use of standard environmental mitigation measures to protect unanticipated archaeological resources and existing biological resources, and is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the Article III, Section 1, Class 4(2, 3, 7) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval of the project.

FISCAL IMPACT STATEMENT:

The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This Report prepared by Cid Macaraeg, Sr MA II, Planning, Construction and Maintenance Branch.

Ascot Hills Park

Project Site

Huntington Drive North

Eastern Avenue

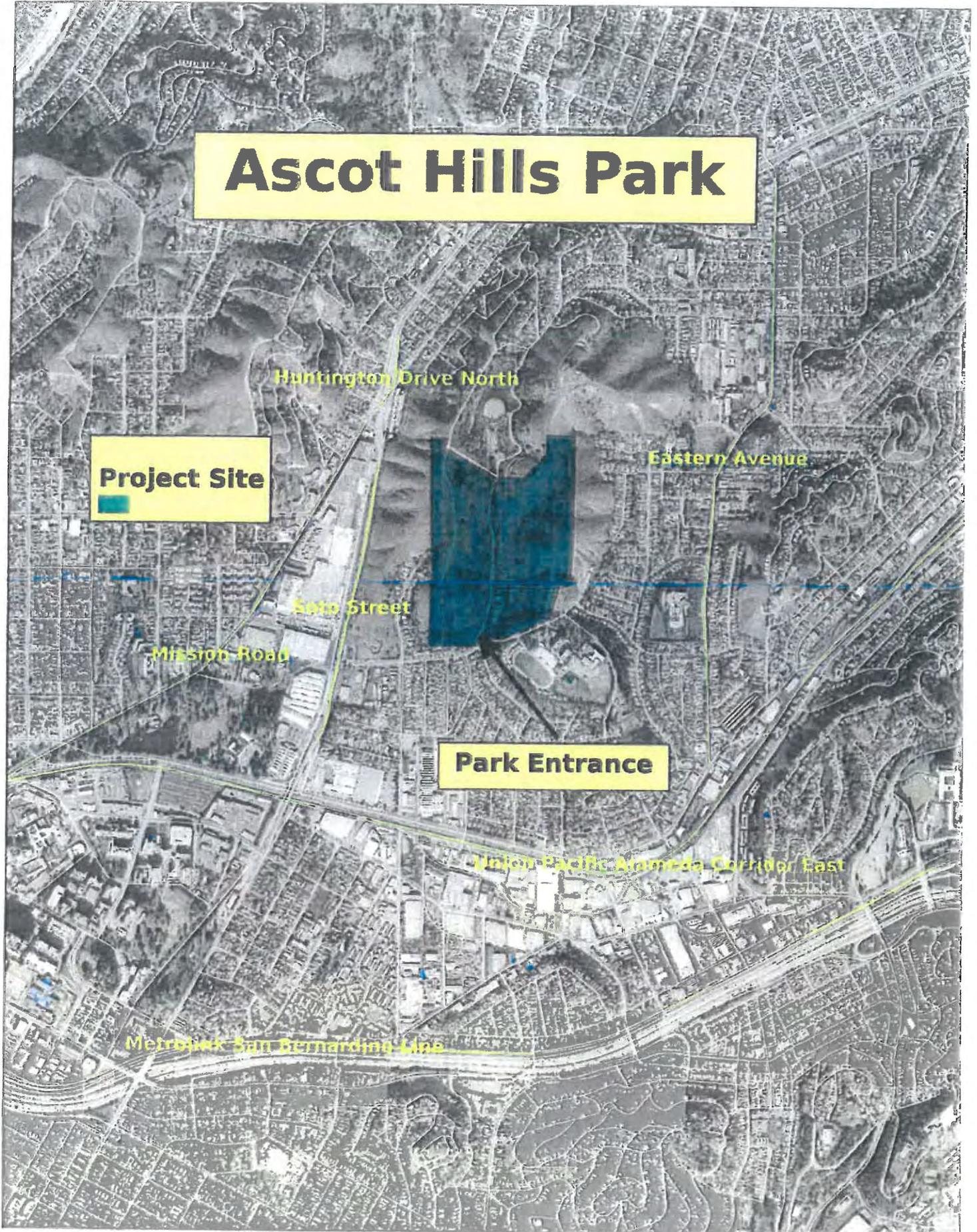
Soto Street

Mission Road

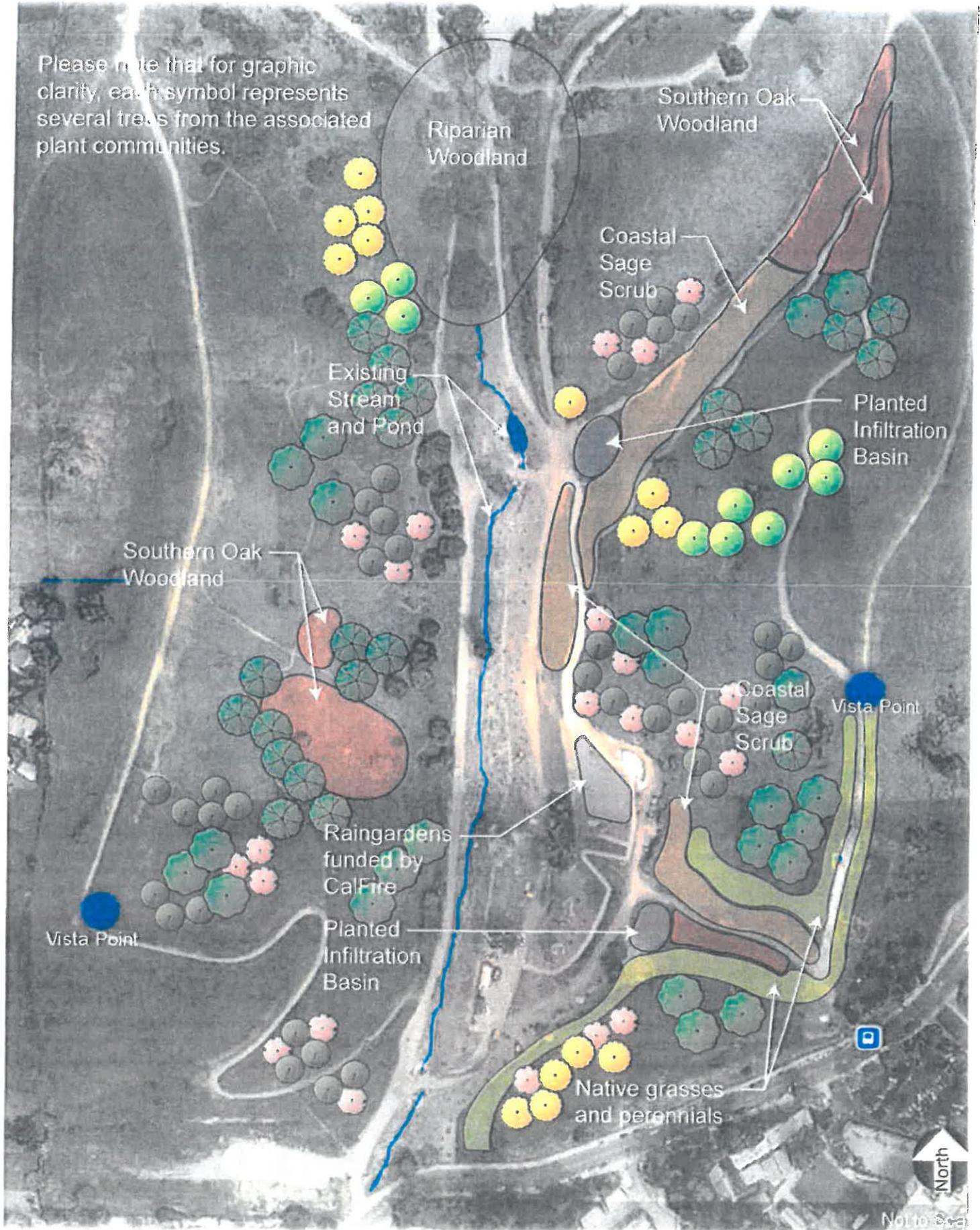
Park Entrance

Union Pacific Alameda Corridor East

Metrolink San Bernardino Line



Please note that for graphic clarity, each symbol represents several trees from the associated plant communities.



BOARD REPORT

NO. 17-009

DATE January 18, 2017

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CITY HALL PARK – INSTALLATION OF TREE AND PLAQUE; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE VII, SECTION 1, CLASS 4 (3) (MINOR ALTERATION OF LAND AND VEGETATION) AND CLASS 11 (1) (CONSTRUCTION OF MINOR ACCESSORY STRUCTURES) OF THE CITY CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES

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

Ramon Barajas

 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- Grant approval for the planting of a tree and the wording, placement, and installation of a plaque on the south lawn of City Hall Park, as described in the Summary of this Report;
- Find the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article VII, Section 1, Class 4 (3) and Class 11 (1) of the City CEQA guidelines and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption; and,
- Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Los Angeles Housing + Community Investment Development (HCIDLA) submitted an application to RAP for the installation of a proposed commemorative tribute to HCIDLA's founding General Manager Gary Squier, which will include the planting of a tree and installation of a plaque on the south lawn of City Hall Park. This commemorative tribute will correspond with the "Phases & Faces of Affordable Housing in Los Angeles" Exhibit to be displayed in the Los Angeles City Hall Bridge Gallery. On November 22, 2016, Rushmore Cervantes, General Manager of HCIDLA, submitted a Maintenance Commitment Letter (Exhibit A) stating that HCIDLA will maintain the proposed tree and plaque in a presentable condition, replace the tree and plaque if necessary, and treat the proposed plaque with an anti-graffiti coating.

REPORT OF GENERAL MANAGER

PG. 2

NO. 17-009

RAP staff has worked in conjunction with HCID to determine the most suitable installation method and location of the commemorative plaque in order to minimize visual impact and facilitate access and maintenance. The plaque is to be installed on a sandstone slab, west of the South stairs of City Hall. RAP staff will also work in conjunction with HCIDLA to determine an appropriate tree species for the project taking into account the existing aesthetics, water requirements, and maintenance needs. Proposed text for the plaque is as follows:

“Affordable housing represents the start of an individual’s livelihood, and the catalyst for the economic stability and overall well-being of an entire city.” – Gary Squier

In recognition of founding General Manager Gary Squier, whose vision twenty-five (25) years ago to provide affordable and permanent supportive housing for all Angelenos in need remains firmly ingrained in the foundation and mission of his successors.

His ideals and zeal to improve the quality of life of the City’s residents, the viability of communities, and stability of neighborhoods have served as impetus to a range of innovative City housing and neighborhood recovery programs. While we’ve come a long way and have much to be proud of, the work he started is far from done. Furthering his legacy, the Los Angeles Housing + Community Investment Department will continue to remain resilient, avant-garde, and prosperous as we build towards a Los Angeles that provides affordable housing to all its residents.

Additional project information, including a letter of support from Mayor Eric Garcetti (Exhibit B), and photographic renderings of the site and proposal (Exhibit C), are attached hereto as Exhibits.

This Project was presented to the Facility Repair and Maintenance Commission Task Force at their regularly scheduled meeting on December 14, 2016, at which time the Task Force recommended that the Project be forwarded to the full Board for review.

The Offices of Mayor Eric Garcetti and Councilmember Jose Huizar, Fourteenth Council District, as well as RAP management and staff, support this Project.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project involves minor alteration to land for the purpose of planting a new tree, and minor construction of a plaque (on premises sign) that is accessory to the City Hall Park. Therefore, RAP Staff recommends that the Board determine that the subject Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article VII, Section 1, Class 4 (3) and Class 11 (1) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk within five (5) working days of the Board’s approval.

REPORT OF GENERAL MANAGER

PG. 3 NO. 17-009

FISCAL IMPACT STATEMENT

There should be minimal fiscal impact as the cost of the plaque manufacture and installation and tree planting is the sole responsibility of HCIDLA, including anti-graffiti coating and replacement if necessary. Routine care for the tree will be absorbed into the regular maintenance schedule of City Hall Park.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Construction, and Maintenance Branch.

LIST OF ATTACHMENTS

- 1) Exhibit A – HCIDLA Maintenance Commitment Letter
- 2) Exhibit B – Mayoral Letter of Support
- 3) Exhibit C – Renderings of Site and Proposal



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

INTER-DEPARTMENTAL MEMORANDUM

TO: MICHAEL A. SHULL, GENERAL MANAGER, DEPARTMENT OF RECREATION AND PARKS

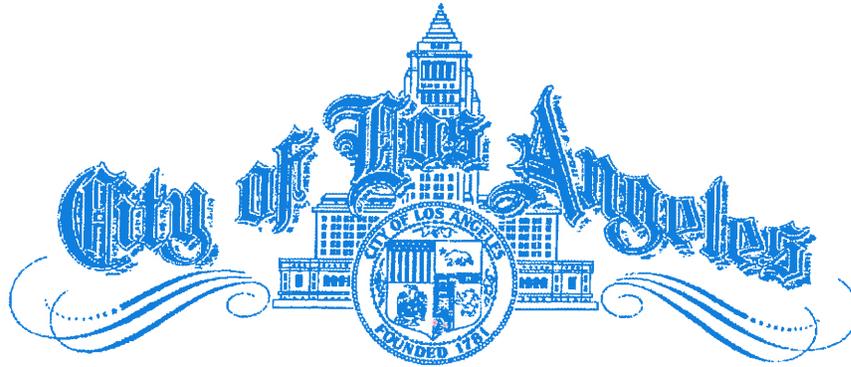
FROM: RUSHMORE CERVANTES, GENERAL MANAGER 

DATE: NOVEMBER 22, 2016

REGARDING: THE LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT'S (HCIDLA) PHASES & FACES OF AFFORDABLE HOUSING IN LOS ANGELES COMMEMORATIVE TREE AND PLAQUE – MAINTENANCE COMMITMENT LETTER

With reference to the Los Angeles Housing + Community Investment Department's (HCIDLA) Phases & Faces of Affordable in Housing in Los Angeles commemorative tree and plaque application, HCIDLA is committed to maintain the commemorative tribute in a presentable condition and will replace the tree and plaque if necessary. Anti-graffiti coating will be applied by HCIDLA staff to protect the plaque from graffiti staining and damage.

RDC:TCS:ey



ERIC GARCETTI
MAYOR

November 9, 2016

Sylvia Patsouras
President
Los Angeles City Recreation and Parks Department
Office of Board of Commissioners
P.O. Box 86328
Los Angeles, CA 90086-0328

Dear President Sylvia Patsouras and Board of Commissioners:

I am writing in support of the Los Angeles Housing and Community Investment Department's (HCIDLA) application for a tree planting and memorial plaque to honor the legacy of the first HCIDLA General Manager, Gary Squier.

Mr. Squier was a leader for our City during his time as the first Housing director, launching several programs to address the severe shortage of units for low-income residents. His career is also distinguished by his efforts to acquire hotels in the Skid Row neighborhood that later became the foundation of the Skid Row Housing Trust, as well as being a developer of more than 2,500 affordable apartments for low-income families, seniors and people with disabilities throughout California.

This dedication will serve as a lasting recognition of our City's work to ensure that all people in Los Angeles have access to housing and shelter.

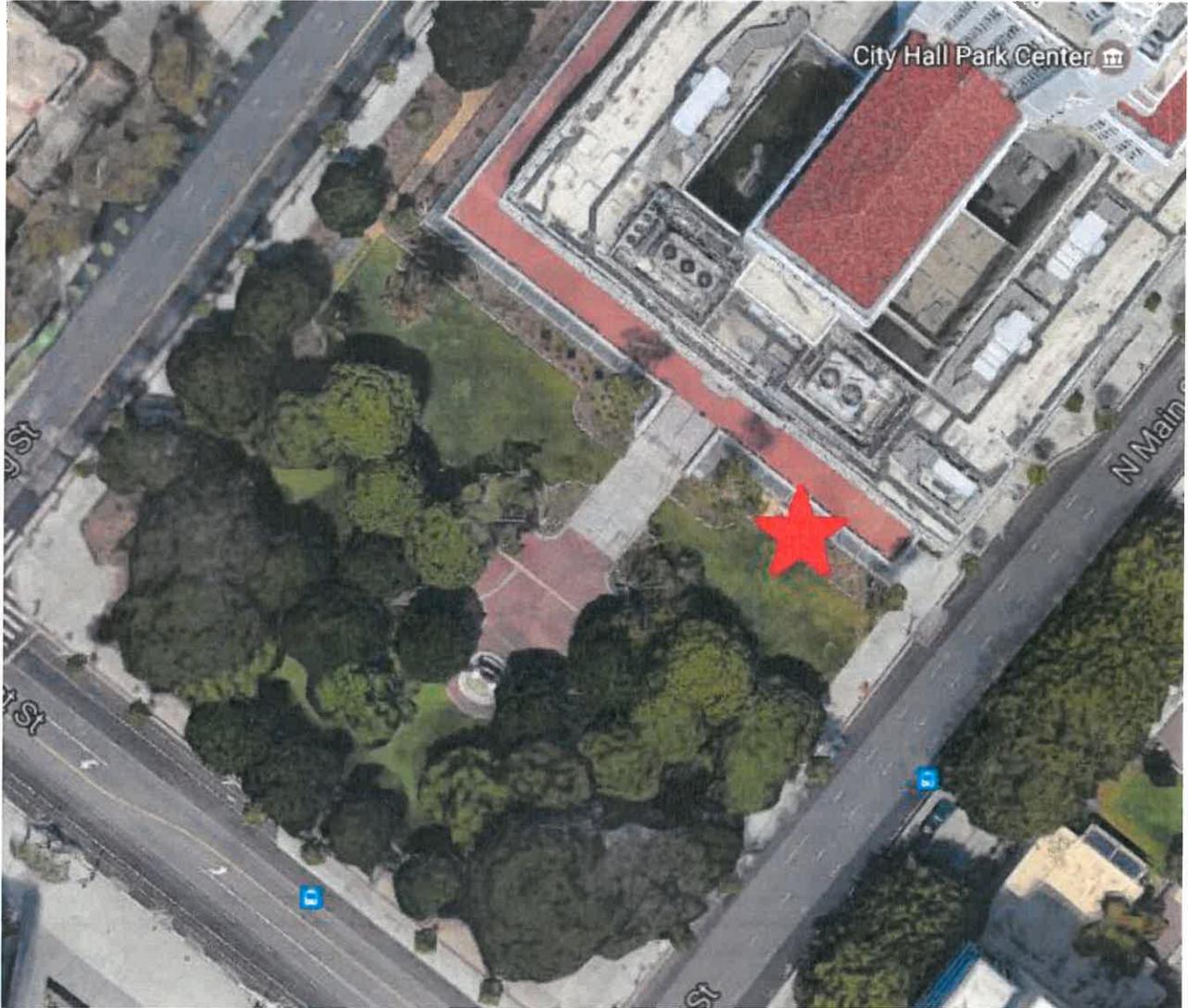
Sincerely,

A handwritten signature in black ink, appearing to read 'E. Garcetti'.

ERIC GARCETTI
Mayor

Tree and Plaque Location

CITY HALL PARK, SOUTH SIDE OF CITY HALL / 200 N SPRING STREET, LOS ANGELES, CA 90012



Photograph Rendering of Tree and Plaque at the Site (east of the City Hall South Stairs)

Arbutus Marina



Color Photographs of the City Hall Park Surroundings



Submitted: January 6, 2017

BOARD REPORT

NO. 17-010

DATE January 18, 2017

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SAN PEDRO EXIT PARK – RENAMING SAN PEDRO EXIT PARK TO “LOS ANGELES SISTER CITIES PLAZA”; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(1) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF AN EXISTING PARK FACILITY WITH NO EXPANSION OF USE)

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

Ramon Barajas for
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Grant approval to rename San Pedro Exit Park as “Los Angeles Sister Cities Plaza”;
2. Authorize the installation of appropriate park signage;
3. Find the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 11 (1) and Class 11 (1) of the City CEQA guidelines , and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY:

San Pedro Exit Park is a new park project located in the San Pedro community at 406 North Gaffey Street. On February 3, 2016, the Board approved the final plans and specifications for the Exit Park (Report No. 16-051). This facility is currently designated as Exit Park in keeping with RAP policy of assigning temporary names for administrative purposes; however, it has never undergone a community-driven naming process.

In July 2016, Councilmember Joe Buscaino, Fifteenth Council District (Council District 15) , submitted a request to the Board of Recreation and Park Commissioners to consider naming the facility currently known as Exit Park as the “Los Angeles Sister Cities Plaza.”

BOARD REPORT

PG. 2 NO. 17-010

The design of this Park is the result of several community meetings with local stakeholders. A prominent feature in this design is a court of twenty-five flags honoring the City of Los Angeles Sister Cities. As stated in the letter from the Councilman Buscaino, "San Pedro is a port city, and the Port of LA is the City's gateway to the rest of the world, therefore I find it fitting to propose naming this new park the Los Angeles Sister Cities Plaza. The park will not only be a permanent tribute to LA's Sister Cities, but also symbolizes the interconnectivity of Los Angeles – serving as a constant reminder of both the global impact Los Angeles makes and countless lives from around the world who helped build this great City." The letter proposing the name Los Angeles Sister Cities Plaza and renderings of the Plaza are attached hereto as Exhibits A and B.

On September 19, 2016, Councilmember Joe Buscaino attended the Coastal San Pedro Neighborhood Council to present the proposed park name. Subsequently, Council District 15 Office staff developed and distributed a survey regarding the proposed park naming through their social media channels, which reach over 13,700 viewers per week. Over one hundred and fifty (150) responses were received with eighty-nine percent (89%) of responses in favor of the proposed name. The only other name proposed was 'Sestra le Citta' which translates as Sister Cities in a combination of Croatian and Italian.

RAP Staff has evaluated the proposed naming and finds it to be in compliance with the Board adopted Policy, Procedures and Guidelines for Parks and Recreational Facilities as the name Los Angeles Sister Cities Park is neutral in connotation, and is representative of a unique feature of the port community of San Pedro.

Fabrication and installation of the sign will be included in the building process of the Park.

RAP management and staff are in support with the recommendations. This proposal was reviewed by the Facility Repair and Maintenance Task Force at their September 21, 2016 meeting, at which time the Task Force recommended that the proposal be forwarded to the full Commission for consideration following additional community outreach.

The proposed Project involves minor construction of an on-premises sign for the purpose of renaming the park, which is accessory to the Park. Therefore, RAP Staff recommends that the Board determine that the subject Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (1) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk within five (5) working days of the Board's approval.

FISCAL IMPACT STATEMENT:

There shall be no fiscal impact to RAP's General Fund for the naming of this Park as the Park signage will be paid for through construction funds.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Construction and Maintenance Branch.

BOARD REPORT

PG. 3 NO. 17-010

LIST OF ATTACHMENTS

- 1) Exhibit A – Letter from Councilmember Joe Buscaino
- 2) Exhibit B – Park Project Rendering



JOE BUSCAINO
Councilmember, 15th District

July 1, 2016

Los Angeles City Recreation and Parks Department
Office of the Board of Commissioners
P.O. Box 86328
Los Angeles, CA 90086

Dear Commissioners,

I am writing to you to begin the process of proposing a name for a new park in my district. Over the past couple of years, my office has been working tirelessly to create an open and welcoming environment for visitors coming in to San Pedro.

One of these efforts has been the conversion of an old, vacant lot into a park on Gaffey St. near the 110 freeway on and off ramps. Referred to as Exit Park during the planning process, this elegant new plaza will greet visitors to San Pedro with a monument to all of Los Angeles' Sister Cities - symbolizing San Pedro's role as the City's gateway to the rest of the world.

The eye-catching appeal of this park will come from the twenty-five flags - one for each City of Los Angeles' Sister Cities' countries- flying throughout the park. Some of the cities represented include Ischia, Italy; Split, Croatia; Nagoya, Japan; and more. The park will also feature 24 drought tolerant and California native trees to create a dense canopy over the pedestrian walkways lined with native perennials and succulents to allow residents to stroll through the space as they continue down San Pedro's main corridor.

San Pedro is a port city, and the Port of LA is the City's gateway to the rest of the world, therefore I find it fitting to propose naming this new park the Los Angeles Sister Cities Plaza. The park will not only be a permanent tribute to LA's Sister Cities, but also symbolizes the interconnectivity of Los Angeles – serving as a constant reminder of both the global impact Los Angeles makes and countless lives from around the world who helped build this great City.

Thank you very much for your consideration of this proposal.

Sincerely,

A handwritten signature in black ink that reads "Joe Buscaino".

JOE BUSCAINO

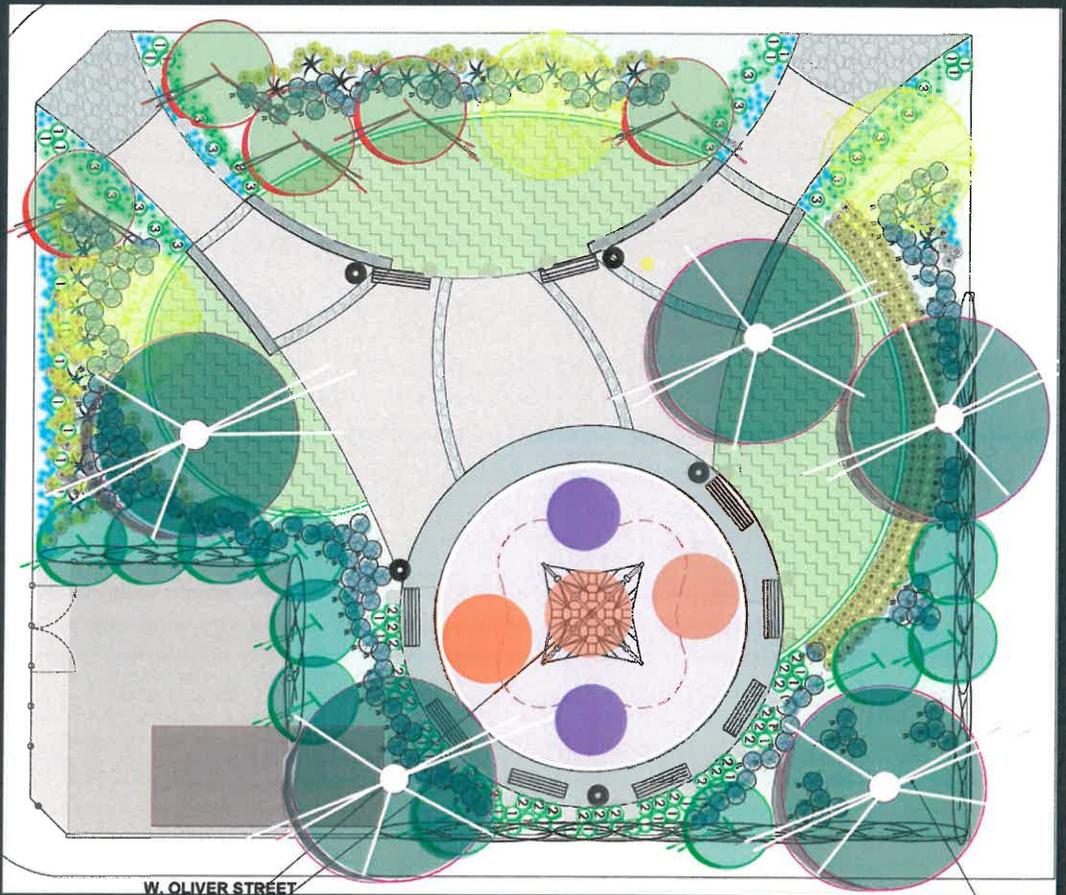
Councilmember, 15th District

The Department of Recreation and Parks & Councilman Joe Buscaino Present

LA Sister Cities Plaza at Exit Park!

Construction Begins:
Summer 2016

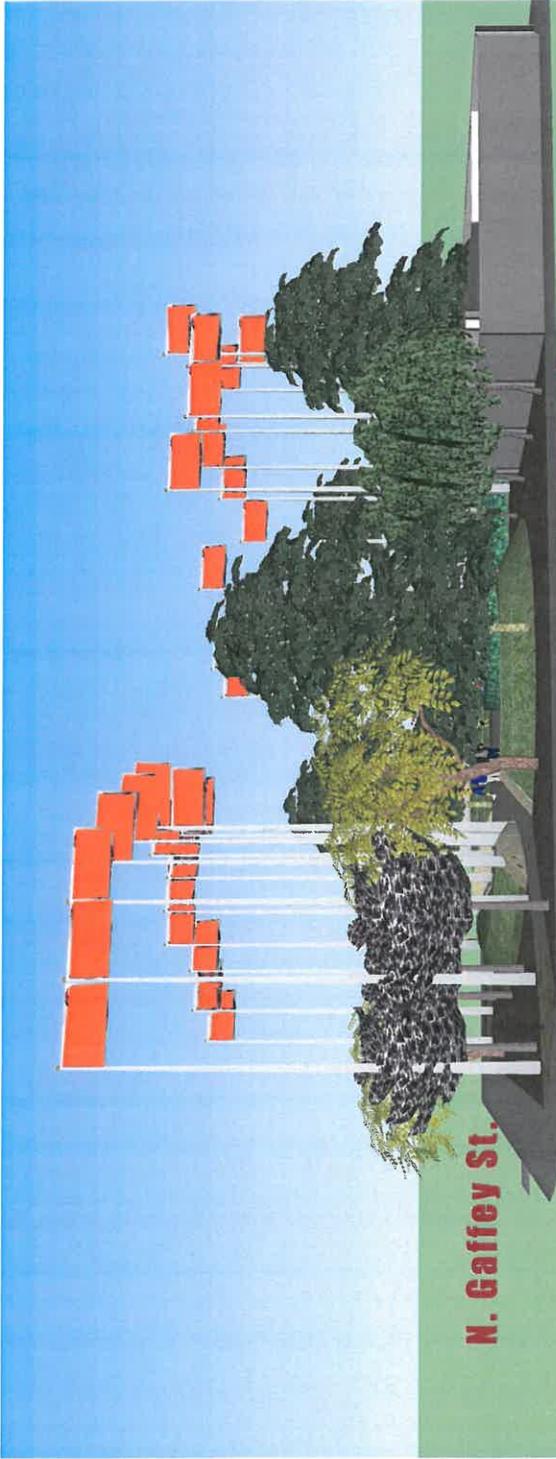
The elegant new plaza will greet visitors to San Pedro with a monument to all of Los Angeles' Sister Cities - symbolizing San Pedro's role as the City's gateway to the rest of the world.



- Twenty-five flags - one for each Sister City country - will fly throughout the park representing cities including Ischia, Italy; Split, Croatia; Nagoya, Japan; and more.
- The plaza - on the corner of Gaffey St. and O'Farrell St. - will feature 24 drought tolerant and California native trees to create a dense canopy over the pedestrian walkways lined with native perennials and succulents.



COUNCILMAN
@JOEBUSCAINO
www.LA15TH.com



N. Gaffey St.

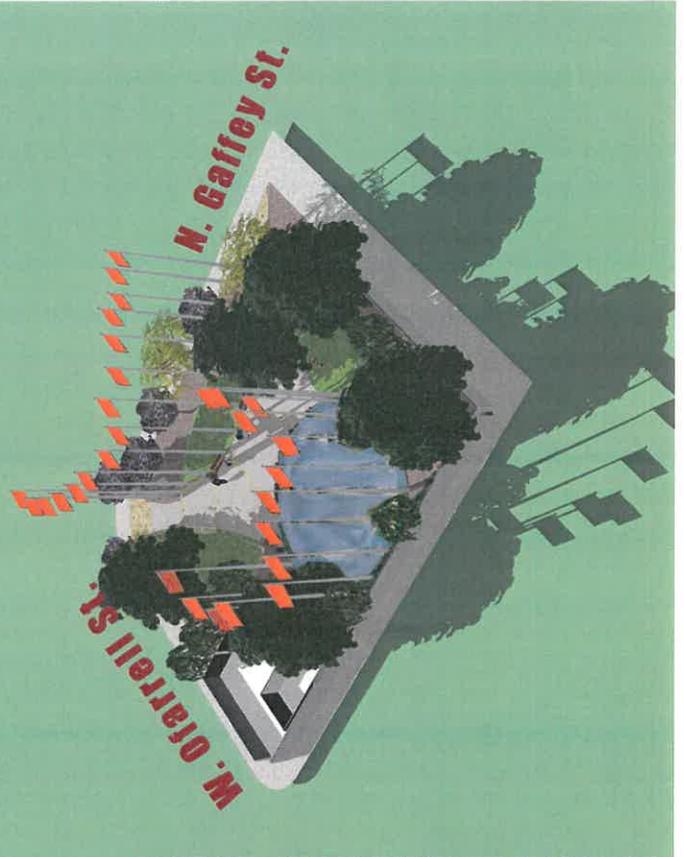
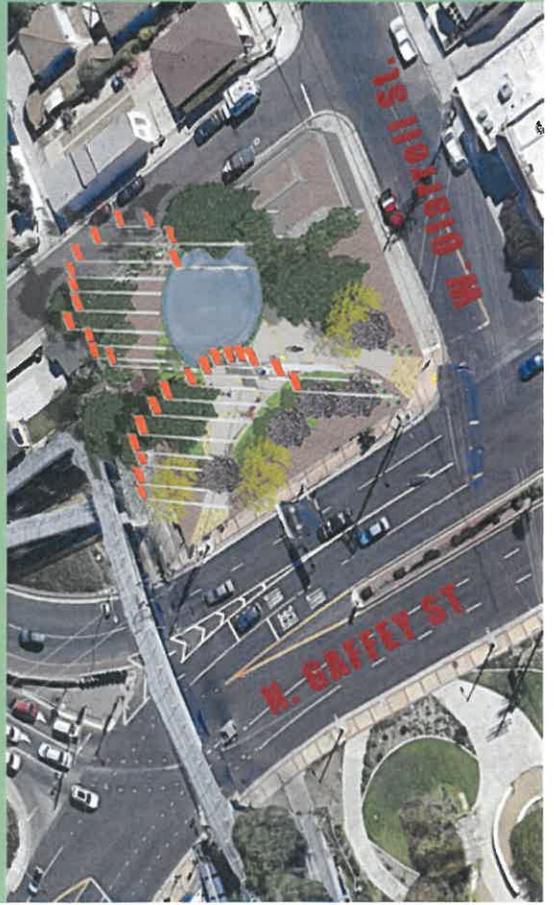
W. Ofarrell St.

EXIT PARK



N. Gaffey St.

W. Ofarrell St.



W. Ofarrell St.

N. Gaffey St.



BOARD REPORT

NO. 17-011

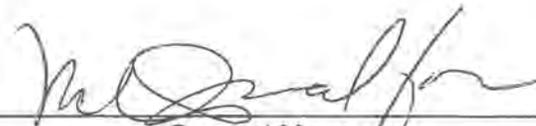
DATE January 18, 2017

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EVERGREEN RECREATION CENTER – FACILITY IMPROVEMENTS (W.O. #E170382F) PROJECT – REVIEW OF BIDS AND AWARD OF CONTRACT

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find Axiom Group (Axiom), to be the lowest responsive and responsible bidder for the Evergreen Recreation Center - Facility Improvements (W.O. #E170382F) Project, located at 2844 East 2nd Street, Los Angeles, California, 90033.
2. Award the construction contract to Axiom in the amount of One Hundred Ninety-Two Thousand, Four Hundred Eighty-Eight Dollars (\$192,488.00), all in accordance with the plans and specifications;
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to encumber from the following funds and account numbers under the awarding authority of this Report;

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT NO.</u>	<u>APPROPRIATION AMOUNT</u>
Proposition K Year 17	43K/10/10KM09	\$ 40,000.00
Proposition K Year 18	43K/10/10LM09	\$152,488.00
Total:		\$192,488.00

4. Authorize the General Manager or his designee to make technical corrections as necessary to carry out the intent of this Report; and,
5. Authorize the Board President and Secretary to execute the construction contract subject to City Attorney approval as to form.

BOARD REPORT

PG. 2 NO. 17-011

SUMMARY

On August 10, 2016, the Board approved final plans and call for bids for the Evergreen Recreation Center -- Facility Improvements (W.O. #E170382F) Project, (Report No. 16-176) which is a Proposition K 8th Cycle competitive grant project. The Department of Public Works, Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications to renovate the existing men and women's restrooms to current standards.

The scope of work includes partial demolition and replacement of toilet stalls, sinks, handrails and other necessary restroom fixtures; installation of electrically operated hand-dryers; and addition of new electrical outlets. The improvement work also includes the construction of a new concrete floor, installation of new wall tiles, and installation of new entry doors equipped with electrically-controlled security devices.

The City Engineer's estimated construction cost for this project is One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

On September 27, 2016, the Board received two (2) bids as follows:

<u>Bidders</u>	<u>Base Bid</u>
Axiom Group	\$192,488.00
MZN Construction Inc.	\$260,942.46

The determination of the low bidder was defined in the bid documents as the bidder submitting the lowest base bid on the Schedule of Work and Prices Form. Axiom submitted the lowest base bid, and was found to be the lowest responsible bidder. Their bid, in the amount of One Hundred Ninety-Two Thousand, Four Hundred Eighty-Eight Dollars (\$192,488.00), is (9.9%) higher than the City Engineer's estimate. However, staff believes that this bid is reasonable based on the current cost of construction on similar City projects and is within the American Association of Cost Engineers standards.

BUSINESS INCLUSION PROGRAM

The Project is also subject to the City's new Business Inclusion Program (BIP), in compliance with Executive Directive No. 14 (Villaraigosa Series), which replaces the former Minority Business Enterprise, Women Business Enterprise, and Other Business Enterprise (MBE/WBE/OBE) Good Faith Effort Subcontractor Outreach Program. Axiom has successfully posted all the required BIP outreach documentation on the Los Angeles Business Virtual Assistance Network (LABVN) that demonstrated satisfactory effort in its outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) for sub-bid or subcontracting businesses. Staff has evaluated the outreach documentation submitted by Axiom and determined that they have passed all six indicators as required for the effort to obtain sub-bid/subcontracting participation by MBE, WBE, SBE, FBE, DVBE, and OBE businesses, and is in compliance with the BIP outreach requirements. The BIP outreach documents package is on file in the Board Office, and

BOARD REPORT

PG. 3 NO. 17-011

a synopsis of the BIP Outreach package is included with this Report as Attachment No.1.

Staff has reviewed the bid submitted by Axiom and found it to be in order and recommends that the Board find Axiom to be the lowest responsive and responsible bidder.

Staff recommends that the Project be awarded to Axiom for a total construction contract base amount of One Hundred Ninety-Two Thousand, Four Hundred Eighty-Eight Dollars (\$192,488.00). Sufficient funds are available to award the construction contract and construction contingency in the following fund and accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT NO.</u>
Proposition K Year 17	43K/10/10KM09
Proposition K Year 18	43K/10/10LM09
Total:	

Council District 14 supports the recommendations set forth in this Report.

TREES AND SHADE:

Trees and shade structures are not part of the funded scope of work in the competitive grant application for this project. However, shade structures were installed over the dugouts at the south ballfield in April 2015 and RAP staff will continue to pursue possible installation of shade and trees at the site.

ENVIRONMENTAL IMPACT STATEMENT:

The Project was previously evaluated for environmental impacts in accordance with the California Environmental Quality Act (CEQA) and was determined to be categorically exempt from the provisions Article III, Section 1, Class 1 (1, 32) and Class 4 (3), of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

The construction of this Project will be funded by Proposition K funds. Since the project is to provide improvements to an existing facility that is already maintained by RAP, it is not anticipated to have a fiscal impact to RAP's General Fund.

This Report was prepared by Ray Araujo, Project Manager, BOE Architectural Division, and reviewed by Neil Drucker, Program Manager, Mahmood Karimzadeh, Architectural Division Manager; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

BOARD REPORT

PG. 4 NO. 17-011

LIST OF ATTACHMENT(S)

- 1) BIP Outreach Checklist for Axiom Group

CITY OF LOS ANGELES GUIDELINES FOR EVALUATION OF THE BUSINESS INCLUSION PROGRAM (BIP) OUTREACH CHECKLIST

Bidder: Axiom Group Bid Date: 09/27/2016

Project Name: Evergreen Recreation Center ADA Facility Improvement W.O. #: E170382F

Indicator	Required Documentation	Description of Submitted or Missing Documentation	Credit
2 Pre-Bid Meeting	a) Attend pre-bid meeting and be listed on the attendance sheet, or b) Submit a letter either by e-mail, mail, or fax to the Bureau of Engineering, Project Award and Control (PAC) on certifying it is informed of the BIP project requirements and has participated in a City-sponsored or City approved matchmaking event in the past 12 months. Note: If the RFB states that the pre-bid meeting is mandatory, then attendance at the pre-bid meeting is the only way to pass this indicator.	PA 1 # 6	✓
3 Work Areas	Proof of this must be demonstrated in Indicator 4. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
4 Written Notice to Sub-contractors	E-mail or fax notification in each of the selected potential work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN's BIP Outreach Reports system. The notification may be to potential sub-bidders/ subcontractors either currently registered on the BAVN or added to the BAVN by the bidder. Letters must contain areas of work selected to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number. Bidders are required to send notifications to a sufficient number of firms in each potential sub work area as determined by the City. Typically, the sufficient number of firms is determined by the total number of potential sub-bidders/ subcontractors in each sub work area.		✓
5 Plans, specifications and requirements	Include, in Indicator 4, information detailing how, where, and when the bidder will make the required information available to interested potential sub-bidders/ subcontractors. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
6 Negotiate in Good Faith	a) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract; and b) Online Summary Sheet must be completed, listing the bids or quotes received, the name of the sub-bidder/ subcontractor who submitted the bid or quote, and a brief reason given for selection/ non-selection of each subcontractor. The reasons for selection/non-selection should be included in the Notes section of the online Summary Sheet. If the bidder 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 bidder outreached to the sub-bidder/ subcontractor, must be submitted. To this extent, the City expects the bidder to submit a bid/ quote from each sub-bidder/ subcontractor listed on the Summary Sheet. The Summary Sheet must be performed using the BAVN's BIP Outreach Reports system and must be submitted by 4:30 p.m. the following City working day after the date bids are received by the Board of Public Works. If a bid/quote is submitted by a sub-bidder/subcontractor that is not registered on the BAVN, the contractor is required to add that firm to their Summary Sheet.		✓
7 Bonds	Include, in Indicator 4, information about the bidder's efforts to assist with bonds, lines of credit, and insurance. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
Prime % = 93%			
MBE% = ##%	WBE% = ##%	SBE% = ##%	EBE% = ##%
DVBE% = ##%	OBE% = ##%	7%	

<<Enter RESPONSIVE or NON-RESPONSIVE>>

BOARD REPORT

NO. 17-012

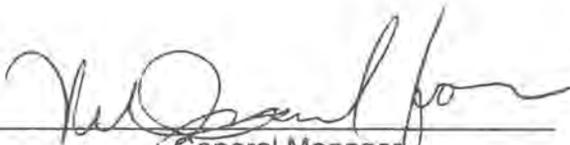
DATE January 18, 2017

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: STONEHURST RECREATION CENTER – AMERICANS WITH DIABILITIES ACT FACILITY UPGRADES (W.O. #E170243F) PROJECT – REVIEW OF BIDS AND AWARD OF CONTRACT

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION

1. Take the following actions regarding the bid protest dated October 7, 2016 from MZN Construction, Inc. (MZN), for the Stonehurst Recreation Center – American with Disabilities Act (ADA) Facility Upgrade (W.O. E170243F) Project (Attachment No. 1):
 - a. Note and File the protest letter filed by MZN against Axiom Group (Axiom) for the reasons stated in the Summary of this Report;
 - b. Reject the protest against Axiom for the reasons stated in the Summary of this Report;
2. Find Axiom to be the lowest responsive and responsible bidder for the Stonehurst Recreation Center – ADA Facility Upgrades (W.O. #E170243F) Project (Project);
3. Award the contract to Axiom in the amount of Two Hundred Thirty-Four Thousand, Four Hundred Eighty-Eight Dollars (\$234,488.00), all in accordance with the plans and specifications;
4. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to encumber from the following funds and account numbers under the awarding authority of this Report;

BOARD REPORT

PG. 2 NO. 17-012

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT NO.</u>	<u>APPROPRIATION AMOUNT</u>
Proposition K - Year 15	43K/10/10H889	\$ 50,000.00
Proposition K - Year 17	43K/10/10K889	<u>\$184,488.00</u>
Total:		\$234,488.00

5. Authorize the General Manager or Designee to make technical corrections as necessary to carry out the intent of this Board Report; and,
6. Authorize the Board President and Secretary to execute the contract, subject to City Attorney approval as to form.

SUMMARY

On August 10, 2016, the Board approved final plans and call for bids for the Stonehurst Recreation Center – American with Disabilities Act (ADA) Facility Upgrade (W.O. E170243F) Project located at 9901 Dronfield Avenue, Los Angeles, California, 91352 (Report No. 16-177). The Department of Public Works, Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications to renovate existing men and women's restrooms to meet the current code requirements.

The scope of work includes demolition and installation of restroom stalls, walls, floor, sinks, handrails, and fixtures including electrical operated hand-driers and outlets. The renovation also constructs new entry doors equipped with electronically controlled security devices and a new pathway and loading space on Dronfield Avenue in front of recreation center.

The project is a Proposition K Specified project. As required by Proposition K, three (3) Local Voluntary Neighborhood Oversight Committee (LVNOC) meetings were conducted. The project gathered and incorporated comments from the LVNOC members and the community into the design plans. The LVNOC and Council District 7 (CD 7) are in support of the Project.

The City Engineer's estimated construction cost for the Project is Two Hundred Fifteen Thousand Dollars (\$215,000.00).

On September 27, 2016, the Board received a total of two (2) bids as follows:

<u>Bidders</u>	<u>Base Bid</u>
Axiom Group	\$234,488.00
MZN Construction Inc.	\$349,562.48

The determination of the low bidder was defined in the bid documents as the bidder submitting the lowest base bid on the Schedule of Work and Price Form.

BOARD REPORT

PG. 3 NO. 17-012

COMMUNICATION RECEIVED

One (1) bid protest letter was received by the Board after the receipts of bids.

<u>Date Received</u>	<u>From</u>	<u>Subject</u>
October 11, 2016	MZN Construction Inc.	Protest

BID PROTEST BY MZN CONSTRUCTION, INC.

MZN filed a bid protest dated October 7, 2016 (Attachment No. 1) stating that Axiom submitted a non-responsive bid. MZN asserts that Axiom failed to submit a modification drawing by the bid due date as indicated in a note on Page A106 of the construction plans.

Response: Staff reviewed the bid documents and determined the following: 1) the note on Page A106 stipulates that the cost for providing the irrigation modification drawings must be included with the base bid price. Furthermore, Axiom submitted all documents required on the Notice to Bidders. Therefore, staff recommends that the Board reject MZN's bid protest against Axiom; and 2) the note on Page A106 is intended to require that the cost of providing the irrigation modification drawing must be included with the base bid price since the extent of modifications needed for the irrigation sprinklers and piping was not yet known. MZN incorrectly interpreted the note on Page A106 to require that bidders submit the modification drawing with their bid.

Staff has reviewed the bid submitted by Axiom and found it to be in order. Therefore, staff recommends that the Board reject MZN's bid protest against Axiom, and that the Board find Axiom to be the lowest responsive and responsible bidder.

BUSINESS INCLUSION PROGRAM

The Project is also subject to the City's Business Inclusion Program (BIP), in compliance with Executive Directive No. 14 (Villaraigosa Series), which replaces the former Minority Business Enterprise, Women Business Enterprise, and Other Business Enterprise (MBE/WBE/OBE) Good Faith Effort Subcontractor Outreach Program. Axiom has successfully posted all the required BIP outreach documentation on the Los Angeles Business Virtual Assistance Network (LABVN) that demonstrated satisfactory effort in its outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) for sub-bid or subcontracting businesses. City staff has evaluated the outreach documentation submitted by Axiom, and determined that the bidder has passed all six indicators as required for the effort to obtain sub-bid/subcontracting participation by MBE, WBE, SBE, FBE, DVBE, and OBE businesses, and is in compliance with the BIP outreach requirements. The BIP outreach documents package is on file in the Board Office, and a synopsis of the BIP Outreach package is included with this Report as Attachment No. 2.

BOARD REPORT

PG. 4 NO. 17-012

The base bid amount of Axiom is Two Hundred Thirty-Four Thousand, Four Hundred Eighty-Eight Dollars (\$234,488.00), which is nine percent (9%) higher than the City Engineer's cost estimate. However, it is within the American Association of Cost Engineers standards.

Sufficient funds are available to award the contract and construction contingency in the following fund and account numbers:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT NO.</u>
Proposition K - Year 15	43K/10/10H889
Proposition K - Year 17	43K/10/10K889
Total:	

TREES AND SHADE:

All of the aforementioned scope of work, were requested and approved by the LVNOC and is being constructed to enhance the "Stone House" building at the Stonehurst Recreation Center. No trees will be removed or affected by the work scope proposed herein. Although trees and shade structures were not part of the Project work scope, RAP staff will continue to pursue possible installation of shade and trees at the site.

ENVIRONMENTAL IMPACT STATEMENT:

RAP's environmental staff has determined that the Project will consist of alterations of existing facilities, involving negligible or no expansion of capacity. Therefore, the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (1, 32) and Class 4 (3), of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

The construction of this Project will be funded by Proposition K funds. Since the project is to provide code compliance and improvements to an existing facility that is already maintained by RAP, it is not anticipated to have a fiscal impact to RAP's General Fund.

This Report was prepared by Ray Araujo, Project Manager, BOE Architectural Division, and reviewed by Neil Drucker, Program Manager, Mahmood Karimzadeh, Architectural Division Manager; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction and Maintenance Branch.

LIST OF ATTACHMENTS

- 1) Bid Protest Letter dated October 7, 2016 from MZN Construction Inc.
- 2) BIP Outreach Checklist for Axiom Group



MZN Construction Inc.

GENERAL CONTRACTOR

701 N. Harbor Blvd. La Habra, CA 90631

TEL: (562) 694-5441

FAX: (562) 694-5622

Sent Via Fax (213)202-2610 AND email RAP.Commissioners@LACITY.ORG

October 7, 2016

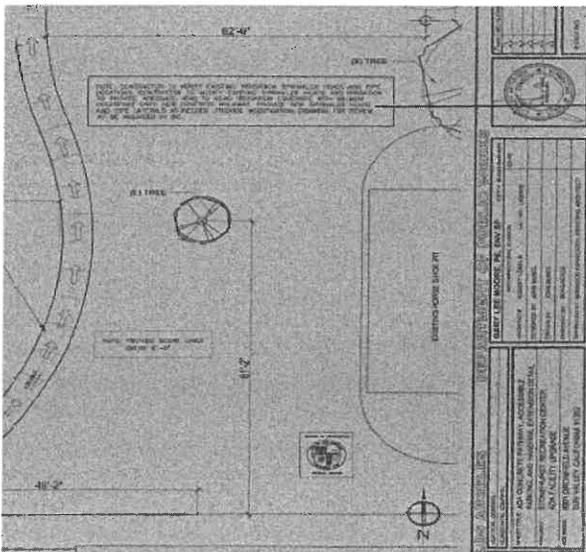
Board of Recreation and Park Commissioners
221 N. Figueroa Street, Ste 300
Los Angeles, CA 90012

RE: Bid Protest: Stonehurst Recreation Center
ADA Facility Upgrades
Project W.O. No. E170243F

Dear Commissioners,

This letter shall serve as a bid protest of Axiom Group, the respective lowest bidder for the above referenced project. MZN Construction, Inc. protests the bid that Axiom provided as non-responsive, and directs the Commissioners to the information below for a description of the following reason.

According to plans page A106 Sheet Title ADA Concrete Pathway Accessible Parking and Handrail and Extension Detail. Each Bidder was to provide a modification drawing for review and was to be included in bid.



→ PROVIDE MODIFICATION
DRAWING FOR REVIEW AND TO BE
INCLUDED IN BID.



MZN Construction Inc.

GENERAL CONTRACTOR

701 N. Harbor Blvd. La Habra, CA 90631

TEL: (562) 694-5441

FAX: (562) 694-5622

Page 2 of 2
Stonehurst Recreation Center
ADA Facility Upgrades
Project W.O. No. E170243F

At the time of bid opening, Axiom Group submitted a sealed envelope with it's bid proposal that did not include this drawing as required.

Therefore, MZN Construction, Inc. is the lowest Responsible and Responsive bidder per plans and specifications.

I look forward to a response. Please don't hesitate to contact me at (562)694-5441 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Diane Olson', with a long horizontal line extending to the right.

Diane Olson
Contracts Manager

**CITY OF LOS ANGELES
GUIDELINES FOR EVALUATION OF THE BUSINESS INCLUSION PROGRAM
(BIP) OUTREACH CHECKLIST**

Bidder: Axiom Group Bid Date: 09/27/2016

Project Name: Stonehurst Recreation Center – ADA Facility Upgrades Project W.O. #: E170243F

Indicator	Required Documentation	Description of Submitted or Missing Documentation	Credit
2 Pre-Bid Meeting	a) Attend pre-bid meeting and be listed on the attendance sheet, or b) Submit a letter either by e-mail, mail, or fax to the Bureau of Engineering, Project Award and Control (PAC) on certifying it is informed of the BIP project requirements and has participated in a City-sponsored or City approved matchmaking event in the past 12 months. Note: If the RFB states that the pre-bid meeting is mandatory, then attendance at the pre-bid meeting is the only way to pass this indicator.	pg 1 #6	✓
3 Work Areas	Proof of this must be demonstrated in Indicator 4. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting indicator 4 requirements)	✓
4 Written Notice to Sub-contractors	E-mail or fax notification in each of the selected potential work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN's BIP Outreach Reports system. The notification may be to potential sub-bidders/ subcontractors either currently registered on the BAVN or added to the BAVN by the bidder. Letters must contain areas of work selected to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number. Bidders are required to send notifications to a sufficient number of firms in each potential sub work area as determined by the City. Typically, the sufficient number of firms is determined by the total number of potential sub-bidders/ subcontractors in each sub work area.		✓
5 Plans, specifications and requirements	Include, in Indicator 4, information detailing how, where, and when the bidder will make the required information available to interested potential sub-bidders/ subcontractors. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting indicator 4 requirements)	✓
6 Negotiate in Good Faith	a) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract; and b) Online Summary Sheet must be completed, listing the bids or quotes received, the name of the sub-bidder/ subcontractor who submitted the bid or quote, and a brief reason given for selection/ non-selection of each subcontractor. The reasons for selection/non-selection should be included in the Notes section of the online Summary Sheet. If the bidder 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 bidder outreached to the sub-bidder/ subcontractor, must be submitted. To this extent, the City expects the bidder to submit a bid/ quote from each sub-bidder/ subcontractor listed on the Summary Sheet. The Summary Sheet must be performed using the BAVN's BIP Outreach Reports system and must be submitted by 4:30 p.m. the following City working day after the date bids are received by the Board of Public Works. If a bid/quote is submitted by a sub-bidder/subcontractor that is not registered on the BAVN, the contractor is required to add that firm to their Summary Sheet.		✓
7 Bonds	Include, in Indicator 4, information about the bidder's efforts to assist with bonds, lines of credit, and insurance. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting indicator 4 requirements)	✓

Prime % = ~~##~~% 96%

MBE% = ~~##~~% WBE% = ~~##~~% SBE% = ~~##~~% EBE% = ~~##~~% DVBE% = ~~##~~% OBE% = ~~##~~% 4%

<<Enter RESPONSIVE or NON-RESPONSIVE>>

BOARD REPORT

NO. 17-013 revised

DATE January 18, 2017

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION – AMENDMENT NO. 2 TO CONCESSION AGREEMENT NO. 262; DONATION OF A NEW MODULAR BUILDING; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1), (14) AND CLASS 3(3) OF THE CITY CEQA GUIDELINES REGARDING MINOR ALTERATIONS TO EXISTING FACILITIES, AMENDMENT OF AGREEMENTS AND THE NEW CONSTRUCTION OF SMALL COMMERCIAL STRUCTURES

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



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed second Amendment to Concession Agreement No. 262 (Amendment), herein included as Attachment 1, between the City of Los Angeles and the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF), a California 501(c)(3) non-profit educational organization, for the operation and maintenance of the gift shop concession at the Travel Town Museum, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;
3. Find, in accordance with Charter Section 371 (e)(10), that for the performance of the professional, expert, and technical services required, competitive bidding is undesirable and impractical because the time and monetary cost of soliciting bids would be unwarranted and wasteful; said resource expenditure would be in excess of any benefit that could be gained by soliciting bids;
4. Find, in accordance with Los Angeles Administrative Code Sections 10.15(a)(10) and 10.17, that it is not practicable or advantageous to the City's interests to solicit competitive bids because TTMF possesses specific expert and technical knowledge and skills related to

BOARD REPORT

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NO. 17-013 revised

Travel Town equipment and history, which are required to successfully operate the Gift Shop, volunteer program, and restoration program;

5. Find, in accordance with Article III, Section 1, Class 1(1), (14) and Class 3(3) of the City CEQA Guidelines, that this Amendment is categorically exempt from the California Environmental Quality Act (CEQA) provisions and direct RAP staff to file a Notice of Exemption (NOE);
6. Direct the Board Secretary to transmit the proposed Amendment concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and to the City Attorney for review and approval as to form;
7. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals; and,
8. Accept the donation of a new modular building from TTMF, subject to the condition that TTMF assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building.

SUMMARY

The Travel Town Museum (Museum) is located at 5200 Zoo Drive in Griffith Park. It is host to an array of trains, train cars, interpretive displays, and other historic vehicles that represent the history of rail transportation. The RAP Park Services group operates and maintains the Museum which is open to the public free of charge. The Museum is visited each week by hundreds of youth and adults.

The American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF) is a 501(c)(3) non-profit educational organization, and began its partnership with the Museum in 1987 by providing volunteers for docent tours and general maintenance and restoration of the trains. In 2000, TTMF assumed emergency operation of the Travel Town Museum Gift Shop (Gift Shop) when the previous operator suddenly terminated their agreement.

TTMF's non-profit distinction allows it to invest the proceeds from the Gift Shop directly into the museum. The primary function of the Gift Shop's revenue is to assist TTMF with the restoration of City-owned historical train cars. Gift Shop revenue is also used to allow TTMF to maintain volunteer programs for tours, grounds maintenance, and Museum events. TTMF officers estimate that between 1987 and 2014, TTMF has raised and invested over \$202,304.00 in artifacts, restorations, educational materials, and facility improvements at Travel Town. In 2015, TTMF managed over 200 volunteers who committed over 9,700 volunteer hours on projects and programs at Travel Town Museum.

In 2015, TTMF generated \$280,100.21 in revenue. Of that, TTMF paid \$14,232.33 in rent to RAP.

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TTFM currently operates the Travel Town Gift Shop Concession through Concession Agreement No. 262 (Agreement) which was executed on September 23, 2009, for a term of one year with two one-year options to renew, both of which were exercised. RAP amended the Agreement on February 26, 2013 to extend the term to one year with five one-year options to renew, effective on February 26, 2013.

On April 2, 2014, the Board of Recreation and Parks Commissioners approved Board Report No. 14-081, Travel Town Museum Gift Shop Concession – Amendment No. 2 to Concession Contract Number 262 and Donation of a New Modular Building (Attachment 2). This Amendment would have extended the term of the Agreement by 20 years, introduced a flat-fee escalated payment structure, revised the Travel Town Museum Gift Shop premises, authorized RAP to accept the donation of a new modular building to be used as the new site for the Gift Shop, and formalized the Museum volunteer and restoration programs.

On July 10, 2015, the Office of the Mayor returned the proposed second Amendment without action to the Board and requested that the Board make a finding on the basis for exempting the City's competitive bidding requirements for the proposed second Amendment, pursuant to CAO File No. 0150-08808-0002 (Attachment 3).

Under the assumption that the Amendment was approved and executed, TTFM moved forward with the construction of the proposed modular building. Construction and permitting for the building was completed in July of 2016. Without an agreement to authorize RAP to accept the donation of the modular building, TTFM is unable to move operations into the new building. It is anticipated that moving Gift Shop operations to the new building will increase Gift Shop revenue as it provides a larger and more appealing space. This translates to a higher rental sharing payment to RAP, and an increase in the funds available to TTFM for restoration and education projects. Delay of the move continues to have a negative impact on Travel Town Museum, TTFM, and RAP.

PROPOSED AMENDMENT PROVISIONS

1. Term: The term of Agreement Number 262 will be extended to ten (10) years effective on the date of execution of the Amendment. There will be an additional five-year renewal option at the sole discretion of the General Manager.
2. Rental Fee (Flat Fee):

Agreement years 1 through 3	\$ 1,350.00 per month	(\$16,200.00 annually)
Agreement years 4 and 5	\$ 1,650.00 per month	(\$19,800.00 annually)
Agreement years 6 through 10	\$ 1,950.00 per month	(\$23,400.00 annually)
Extension option years 11 through 15	\$ 2,150.00 per month	(\$25,800.00 annually)

At the end of Agreement year 10, the General Manager will review the performance of the Concession and will make a recommendation to the Board to either keep the established pay structure, or amend the Agreement to adjust the Rental Fee to the greater of either five percent (5%) of gross receipts or the established rental fee for the respective Agreement year.

BOARD REPORT

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NO. 17-013 revised

3. Premises:

The Premises for the Gift Shop will be revised to include the site of the modular building to be donated by TTMF, as proposed in the January 4, 2013 unsolicited proposal (Attachment 1, Exhibit A).

4. Donation of New Modular Building:

TTMF will donate a modular building to RAP as described in the January 4, 2013 unsolicited proposal (Attachment 1, Exhibit A). The City and/or RAP will bear no costs or liabilities associated with the donation. TTMF will use the new modular building as the new location for Gift Shop operations.

5. Existing Modular Building:

TTMF will cease using the existing modular building as a gift shop immediately upon occupancy of the donated modular building. TTMF will be responsible for any and all costs of repairs, upkeep, maintenance, and operation of the existing modular building. Before TTMF is allowed to reuse the existing modular building for any operations, RAP must approve all upgrades performed to ensure compliance with RAP standards and with the Americans with Disabilities Act (ADA) regulations. TTMF must also submit a written proposal to the General Manager for approval detailing all improvements and the projected use of the existing modular building. Following approval from RAP, TTMF will use the building as a research library and volunteer break area. If TTMF wants to use the existing modular building for any other purpose, a written proposal must be submitted to the General Manager for approval.

6. Museum Volunteer Program:

Under the direction of the designated RAP representative, TTMF will provide oversight of the Museum Volunteer Program, to include:

- a. Docent tours
- b. Educational and informational outreach
- c. Grounds maintenance to supplement RAP maintenance
- d. Exhibit development and maintenance

TTMF will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

7. Museum Restoration Program:

TTMF will submit a written proposal to the RAP General Manager for all new restoration projects. Proposed restoration projects will not commence until written approval of the RAP General Manager is obtained by TTMF.

Progress on all current restoration projects will be reported to the General Manager every twelve (12) months. Reports will include a projected work plan for approval by the General Manager. All current restoration projects will be completed within twelve (12) months of execution of the proposed Amendment. Any current restoration project that is

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not completed within the twelve (12) month timeframe will require TTMF to submit a written proposal for consideration by the RAP General Manager. Said restoration projects shall halt until written approval from the RAP General Manager is obtained by TTMF.

A list of current restoration projects is included as an Exhibit to the proposed Amendment (Attachment 1, Exhibit G). The City and/or RAP will bear no costs associated with any current or proposed Museum Restoration Program project and is not obligated to fund or provide any form of service for such projects, unless approved in writing by the RAP General Manager.

8. Utilities:

TTMF will assume any and all costs to install or provide electrical hook-ups or connections to the new modular building. RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building. As stated in the current Agreement, RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by TTMF. RAP will not incur any costs for telephone or internet services in the modular buildings. A monthly fee of \$100.00 for utilities costs has been included in TTMF's monthly Rental Fee rate.

RAP staff recommends the approval of Amendment No. 2 to Concession Agreement No. 262 in order to allow TTMF to donate the new modular building, move operations into the new building, and continue to provide tours, education programs, grounds maintenance, and restoration projects at the Museum.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of maintenance of an existing modular building to host a research area and a volunteer break room; of the amendment to an existing agreement with negligible or no expansion of use of an existing facility, and of the construction and donation of a modular building to host a commercial activity (gift shop). RAP staff recommends that the Board determine that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1),(14) and Class 3(3) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

TTMF will pay \$205,200.00 to RAP over the initial ten-year Agreement extension. If the General Manager chooses to exercise the renewal option, TTMF will pay a minimum of \$129,000.00 to RAP over the following five years.

This Report was prepared by Emily Kent, Management Assistant, Concessions Division.

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NO. 17-013 revised

LIST OF ATTACHMENT(S)

- 1) Proposed Amendment to Concession Agreement No. 262
- 2) Board Report No. 14-081 Dated April 2, 2014
- 3) CAO File No. 0150-08808-0002

**AMENDMENT NO. 2 TO
CONCESSION AGREEMENT NO. 262
FOR THE OPERATION AND MAINTENANCE OF THE
TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION**

THIS AMENDMENT NO. 2 TO CONCESSION AGREEMENT NO. 262 (AMENDMENT) is made and entered into this _____ day of _____, 20____, by and between the CITY OF LOS ANGELES, a municipal corporation (CITY), acting by and through its Board of Recreation and Park Commissioners (BOARD), and AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION, INC., dba TRAVEL TOWN MUSEUM FOUNDATION, a California 501(c)(3) non-profit educational organization, (CONCESSIONAIRE).

WITNESSETH

WHEREAS, CITY has chosen to serve the public by providing a souvenir stand at Travel Town in Griffith Park through a concession operator; and,

WHEREAS, CITY previously selected CONCESSIONAIRE to operate the Travel Town Museum Gift Shop (CONCESSION) in accordance with the terms and conditions of Concession Agreement No. 262 as amended (AGREEMENT); and,

WHEREAS, the AGREEMENT was executed on September 23, 2009, and encompassed all rights and duties of the parties; and,

WHEREAS, the AGREEMENT was amended on February 20, 2013 to extend the AGREEMENT term to one (1) year, effective on February 20, 2013, with five (5) one (1) year options to renew, at the sole discretion of the GENERAL MANAGER; and,

WHEREAS, CONCESSIONAIRE has submitted an unsolicited proposal to donate a new modular building to be used as the Travel Town Museum Gift Shop; and,

WHEREAS, CONCESSIONAIRE has agreed to assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building; and,

WHEREAS, it is in the CITY's best interest to accept the donation of a new modular building and continue services with CONCESSIONAIRE, who has demonstrated its capability to perform said services; and,

WHEREAS, the principal purpose of CITY in entering into this AGREEMENT is to serve the public by providing a quality souvenir stand, historic restoration, historic interpretation of facilities and equipment at Travel Town, and volunteer management services; and,

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

WHEREAS, BOARD finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable and impractical because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by DEPARTMENT for the improvement, operation, and maintenance of CONCESSION; and,

WHEREAS, the Board finds, in accordance with Los Angeles Administrative Code Section 10.15(a)(10), that it does not require competitive bids for contracts for the performance of professional, scientific, expert, technical, or other special services where not practicable with or advantageous to the CITY's interests; and,

WHEREAS, CONCESSIONAIRE's distinction as a California 501(c)(3) non-profit educational organization allows all of CONCESSIONAIRE's profits from the CONCESSION to be reinvested directly into the expert historic restoration, interpretation, and maintenance of Travel Town grounds and equipment; and,

WHEREAS it is not advantageous to the CITY's interest to introduce a competitive proposal process because CONCESSIONAIRE possesses specific expert and technical knowledge and skills related to Travel Town equipment and history, which are required to successfully operate the Gift Shop, volunteer program, and restoration program; and,

WHEREAS, CONCESSIONAIRE's extensive experience managing the gift shop, volunteer programs, restoration programs, and educational programs; coupled with a deep knowledge of the history of Los Angeles Railroads and their impact on the development of this region is unique to CONCESSIONAIRE; and,

WHEREAS, Los Angeles Administrative Code Section 10.17 does not require competitive proposals for contracts for the performance of professional, scientific, expert, or technical services where not reasonably practicable and compatible with the CITY's interests; and,

WHEREAS, it is not compatible with the CITY's interests to introduce a competitive proposal process because CONCESSIONAIRE provides expert and technical services which are only accessible to CITY through relationships maintained by CONCESSIONAIRE with local artists, historians, organizations, and vendors.

THEREFORE, the parties to the AGREEMENT hereby mutually agree to amend the AGREEMENT as follows:

1. SECTION 3. PREMISES

Replace the first paragraph with the following paragraph:

"The PREMISES (Exhibit A) subject to this AGREEMENT are located at: 5200 Zoo Drive, Los Angeles, CA 90027. The PREMISES shall include the site proposed for the new modular building (designated as Point A), and the site of the existing modular building, previously used as the Travel Town Museum Gift Shop, as depicted in Exhibit A (designated as Point B). The new modular building shall be designed and located as proposed by CONCESSIONAIRE in the January 4, 2013 unsolicited proposal (Exhibit E)."

2. SECTION 4. TERM OF AGREEMENT

Replace the first paragraph with the following:

"The term of the AGREEMENT shall be ten (10) years with one (1) five (5) year option to renew at the sole discretion of the GENERAL MANAGER. Said term shall begin on the effective date of execution of this AMENDMENT."

3. SECTION 6. RENTAL FEE AND PAYMENT

Replace the first paragraph and corresponding percentage of gross receipts with the following:

“As part of the consideration for CITY’s granting the concession rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly rental fee as follows:

Agreement Years 1 through 3	\$ 1,350.00 per month
Agreement Years 4 and 5	\$ 1,650.00 per month
Agreement Years 6 through 10	\$ 1,950.00 per month
Renewal Option Years 11 through 15	\$ 2,150.00 per month

If GENERAL MANAGER chooses to exercise the option to renew, prior to the execution of the renewal option, GENERAL MANAGER shall evaluate the financial performance of CONCESSION for Contract Years 1 through 10, and recommend to BOARD either of two options to begin with Contract Year 11: 1) To remain with the aforementioned monthly rental fee established by this Amendment; or, 2) Propose a contract amendment to adjust the monthly rental fee to be the greater of either five percent (5%) of gross revenue generated by CONCESSIONAIRE, or the established rental fee for the respective Contract Year.

Both CITY and CONCESSIONAIRE agree that such determination and recommendation will be at the sole discretion of the GENERAL MANAGER, BOARD, and CITY.”

4. SECTION 9. OPERATING RESPONSIBILITIES

Replace Section 9.M “Utilities” with the following:

“CITY shall pay for all utilities except for telephone and internet. The monthly rental fees outlined in Section 6. Rental Fee and Payment include a monthly contribution of One Hundred Dollars (\$100.00) for utility fees. The utility contribution amount for Extension Option years 11 through 15 are subject to evaluation and change.

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

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

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.

New Modular Building: CONCESSIONAIRE shall assume any and all costs to install or provide electrical hook-up or connections to the new modular building. CITY will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephone) which may or may not be used at the new modular building. CITY will incur the monthly electrical costs subsequent to the installation of the electrical meter by CONCESSIONAIRE.”

Include the following as Section 9.T “Museum Volunteer Program”:

“Under the direction of the designated CITY representative, CONCESSIONAIRE will provide oversight of the Museum Volunteer Program, to include:

- a) Docent tours;
- b) Educational and informational outreach;
- c) Grounds maintenance to supplement CITY maintenance; and,
- d) Exhibit development and maintenance.

CONCESSIONAIRE will actively assist CITY in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.”

Include the following as Section 9.U “Museum Restoration Program”:

“All new restoration projects require CONCESSIONAIRE to submit a written proposal for consideration by the GENERAL MANAGER. Proposed restoration projects will not commence until written approval by the GENERAL MANAGER is obtained by CONCESSIONAIRE.

Progress on all current restoration projects will be reported every twelve (12) months to the GENERAL MANAGER, along with a projected work plan with completion dates for approval. CONCESSIONAIRE shall not commence work detailed in the projected work plan until written approval by the GENERAL MANAGER is obtained. A list of the current Travel Town Museum restoration projects overseen by CONCESSIONAIRE is included as Exhibit E.

CITY will bear no costs associated with any current or proposed Museum Restoration Program project and is not obligated to fund or provide any form of service for such projects, unless approved in writing by the GENERAL MANAGER.”

5. SECTION 11. IMPROVEMENTS

Include the following as Section 11.D “Donation of Modular Building”:

“CONCESSIONAIRE will donate a modular building to CITY as described in the CONCESSIONAIRE’s January 4, 2013, unsolicited proposal (Exhibit E), and shall assume all costs and liabilities associated with the procurement, permitting, delivery, and installation of the new modular building. CITY will bear no costs, and shall not be responsible for any CONCESSIONAIRE activities, actions, or liabilities associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation,

insurance, and/or site preparation. CONCESSIONAIRE shall utilize the donated modular building for Gift Shop operations.

CONCESSIONAIRE will cease using the existing modular building immediately upon occupancy of the donated modular building. Before CONCESSIONAIRE is allowed to reuse the existing modular building, CITY must approve all upgrades performed by CONCESSIONAIRE at no cost to CITY to ensure compliance with DEPARTMENT standards and with the Americans with Disabilities Act (ADA) regulations. CONCESSIONAIRE must submit a written proposal to GENERAL MANAGER, to be reviewed in good faith and in a timely manner, for approval detailing improvements and projected use of the existing modular building. Said proposal shall include operating hours and projected public access plan. Said proposal must be approved by GENERAL MANAGER before CONCESSIONAIRE may reuse the existing modular building.

After receiving approval to reuse the existing modular building, CONCESSIONAIRE shall utilize it as a research library and volunteer break room. If CONCESSIONAIRE wishes to utilize the existing modular building for any other purpose, CONCESSIONAIRE must submit a written request to DEPARTMENT. CONCESSIONAIRE will be responsible for any and all costs of repairs, upkeep, maintenance, and operation of the existing modular building.”

6. SECTION 37. INCORPORATION OF DOCUMENTS

Replace Exhibit A “Premises Map” with the attached and revised Exhibit A “Premises Map Revised in Accordance with Amendment No. 2”.

Include the following as Exhibits to the AGREEMENT:

- “E. January 4, 2013 Unsolicited Proposal
- F. List of Current Travel Town Museum Restoration Projects overseen by CONCESSIONAIRE
- G. Gift Shop Costs”

All other terms and conditions of the AGREEMENT shall remain unchanged.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 2 to Concession Agreement No. 262 for the operation and maintenance of the Travel Town Museum Gift Shop Concession to be executed by their duly authorized representatives.

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

AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION INC. (dba TRAVEL TOWN MUSEUM FOUNDATION)
A California 501(c)(3) non-profit educational organization

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

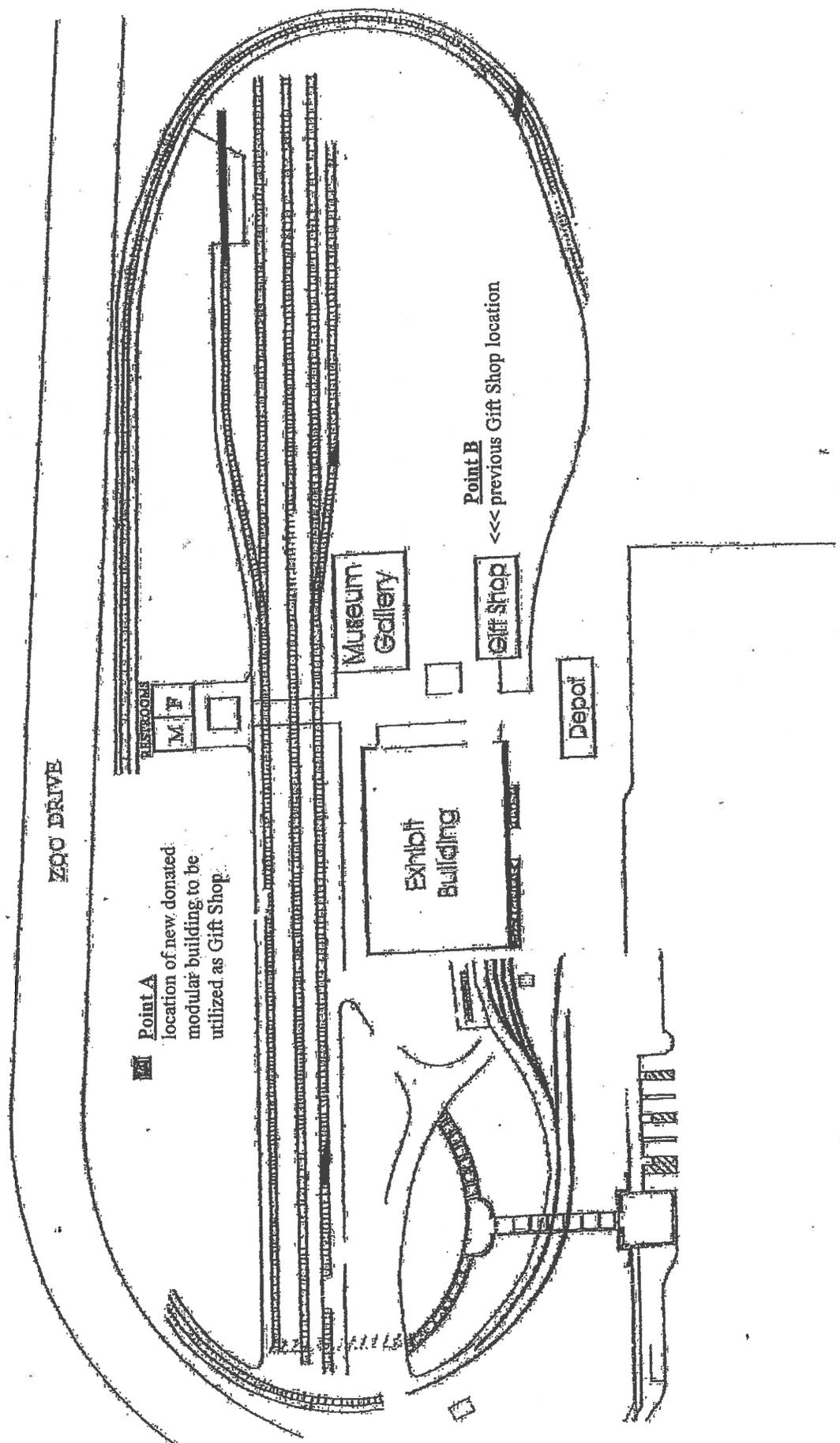
APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A
PREMISES MAP REVISED IN ACCORDANCE WITH AMENDMENT NO. 2
CONTRACT NUMBER 262
TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION



ATTACHMENT A



Travel Town Museum Foundation
 American Southwestern Railway Association, Inc.
 P.O. Box 39846, Griffith Station
 Los Angeles, CA 90039

January 4, 2013

Robert Morales
 City of Los Angeles
 Department Recreation and Parks
 221 N. Figueroa St. Suite 1550,
 Los Angeles, CA 90012

Dear Mr. Morales,

The American Southwestern Railway Association, doing business as the *Travel Town Museum Foundation* (TTMF), would like to make the offer of a new Gift Shop building to the Department of Recreation and Parks for the Travel Town Museum. The new building would be a modular structure, centrally located on Museum grounds near the existing restrooms. The building project would greatly improve an unplanted dirt area at the museum and help improve the entire facility. The new gift shop would offer a larger retail space than the current gift shop, enabling the store to offer a greater selection of merchandise to better serve the Museum's visitors.

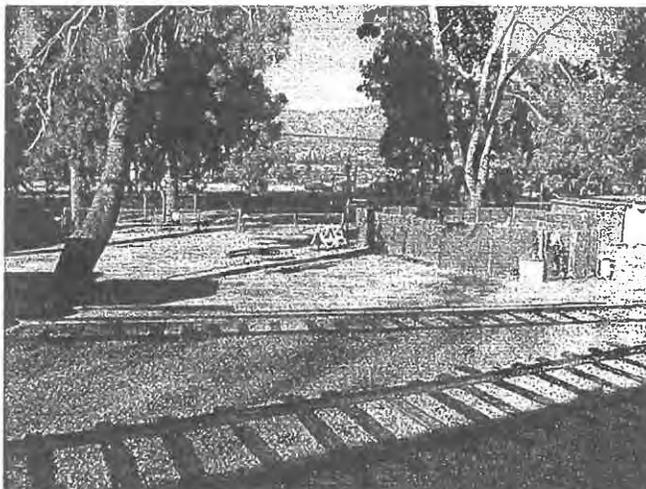
As part of the project, the TTMF would like to repurpose the current gift shop space as a Volunteer Center and Program Office. The Volunteer center would house a Library and Conference Room where the volunteers and members of the public could conduct research. There would be an office for the Program Manager and locker area for volunteers to store personal belongings while serving at the Museum.

The new building, as well as the repurposing of the existing building, would be done as a donation to Museum with funds raised for that purpose. The ASRA/TTMF anticipates continuing the operation of the Gift Shop concession under the current Concession Agreement, at least for the remaining 5 years stipulated in the agreement.

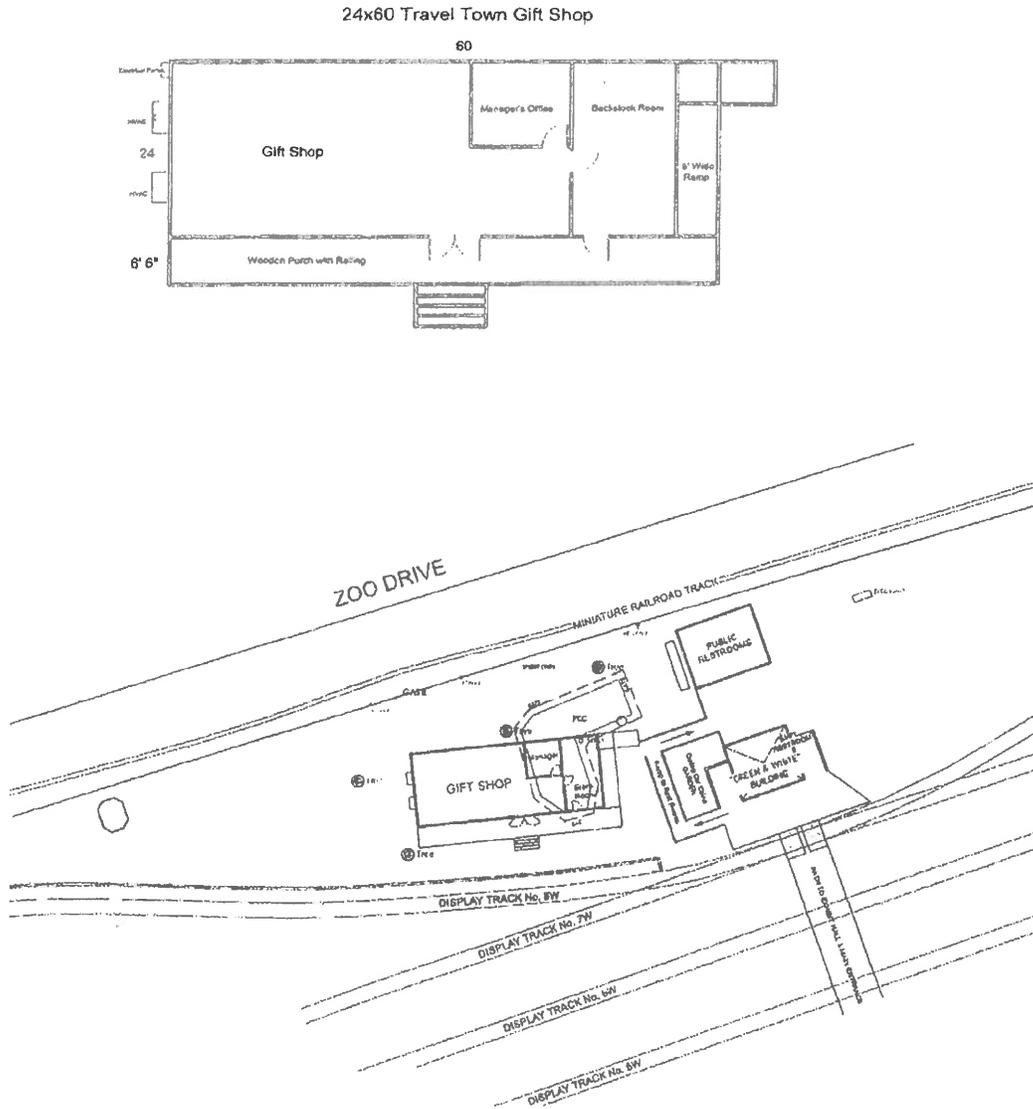
New Gift Shop Building

The New Gift shop will be in a more central location at the Museum. The Photo below shows the current status of the proposed site – our volunteers would remove the fencing and re-locate the materials inside the fencing to the service yard area of the museum.

DesignSpace Modular Buildings of Fontana, CA, (DSMB) has quoted us a turnkey price of \$219,000, which the ASRA/TTMF is willing to fully fund.



Below is the plan for the new building, as supplied by DSMB. Below that is a draft plan of the north side of Travel Town, with the new building outline in blue.



Budget for Gift Shop

The following is an abbreviated budget for the cost estimates including the Income of grants from Foundations that support the work of the Travel Town Museum Foundation. Expenses above and beyond the cost of the building include furnishing the inside of the building. The old building will also need to be furnished. Fundraising and in-kind donation solicitation is on-going to cover these costs.

DSMB has given us a turnkey quote, however we need to bring the City of Los Angeles Department of Recreation and Parks Planning, Construction and Maintenance representatives and DSMB together to make sure we can work through any unforeseen issues.

Volunteer Center Cost Estimates (2012 Estimates)Expenses

Turn-key purchase of 24 x 60 Modular Building	198,268
Wooden deck, ramps, and steps, with tax	17,883
	<hr/> 216,151
New Gift Shop Furnishings	
	<hr/> 11,355
Office Furnishings subtotal	<hr/> 2,100
TOTAL EXPENSES	<hr/>229,606

Income:

Grant from Parsons Foundation	50,000
Grant from the Griffith Trust	50,000
Grant from the Ahmanson Foundation	80,000
Pledge from Universal LLC Evolution Plan Contribution	50,000
	<hr/> 230,000

Attachments

Attached please find the Proposal from Design Space Mobile Modular. We anticipate that there will need to be several meetings to approve the final placement of the new building as well as other move-in challenges.

Scheduling

Once we have had this offer accepted from the Department, we would like to get the process started and schedule any permitting meetings to make sure the installation will be seamless. The build-time for the new building is estimated to be from 2-6 months, so move in probably cannot take place until July or August of 2013. This should give the Museum volunteers time to clear

the site, the City and DSMB time to prepare the site for the piers, telephone and electrical hook-up, and the Foundation time to raise more money for furnishings and landscaping.

We look forward to hearing from you soon. We are very excited to move forward with this great improvement for the Travel Town Museum facility. If I can provide any more information please contact me at 818-822-7022, or via e-mail at Nancy.newgiftshop@traveltown.org.

Thank you again for your support!

Nancy Gneier
Executive Director
Travel Town Museum Foundation

Attachments:
DesignSpace Modular Buildings Proposal

ATTACHMENT B

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

BARRY A. SANDERS
PRESIDENT

W. JEROME STANLEY
VICE PRESIDENT

LYNN ALVAREZ
SYLVIA PATSAOURAS
JILL T. WERNER

LATONYA D. DEAN
COMMISSION EXECUTIVE ASSISTANT II

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
RECREATION AND PARKS**

221 NORTH FIGUEROA STREET
15TH FLOOR, SUITE 1650
LOS ANGELES, CA 90012

(213) 202-2633
FAX (213) 202-2614

MICHAEL A. SHULL
GENERAL MANAGER

December 26, 2013

Ms. Nancy Gneier, Executive Director
American Southwestern Railway Association, Inc.
DBA Travel Town Museum Foundation
P. O. Box 39846
Los Angeles, CA 90039.

**DONATION OF A MODULAR BUILDING FOR THE PROPOSED USE AS THE
TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Ms. Gneier,

I am in receipt of your revised proposal E-mailed to the Department of Recreation and Parks (RAP) on October 2, 2013. I am also in receipt of your E-mail to RAP and Councilmember Tom LaBonge dated November 21, 2013.

Over the past year, RAP has attempted to provide the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (Foundation) with a means to donate the proposed modular building and use throughout a long-term agreement. RAP has also provided the Foundation with the option to donate the proposed modular building at no cost to the City or RAP under the terms of existing Concession Agreement No. 262. The Foundation has elected to not accept the terms of the previous RAP proposals.

The following is the current RAP proposal in response to your October 2, 2013, counter proposal. Please understand that the non-acceptance by the Foundation will create delays in the ability to present a mutually agreed upon proposal to the Board of Recreation and Park Commissioners to consider. This includes delays in presenting the item to the Mayor and Council should a proposal for a new agreement eventually be agreed upon.

Final Proposal

The following are RAP's terms for the proposed acceptance of the donation of a modular building and the Foundation's use as the Museum Gift Shop:

1. Term of Agreement

Twenty (20) years from the date of execution of the proposed agreement.



Ms. Nancy Gneier, Executive Director
 December 26, 2013
 Page 2

2. Payment to RAP

The following monthly payments will be due to RAP on the first day of each month, and will be considered late if said payment is postmarked after the fifteenth (15th) day of the month payment is due:

Contract Years 1 through 3	\$ 1,250 per month	(\$15,000 annually)
Contract Years 4 through 6	\$ 1,550 per month	(\$18,600 annually)
Contract Years 7 through 10	\$ 1,850 per month	(\$22,200 annually)
Contract Years 11 through 15	\$ 2,050 per month	(\$24,600 annually)
Contract Years 16 through 20	\$ 2,250 per month	(\$27,000 annually)

The charges for late or delinquent payments shall be \$50.00 for each month the payment is late, plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

Note: The matter of rent reduction will not be included in the proposed agreement. All Concessionaires have the ability to request temporary rent reduction and, at the written approval of the Board, be granted such temporary rent reduction..

3. Premises

The Premises for the Museum Gift Shop will be revised to include the site proposed for the modular building, as proposed by the Foundation in the January 4, 2013, unsolicited proposal (Attachment A).

4. Donation of a New Modular Building

The Foundation will donate a modular building to RAP as described in the January 4, 2013, unsolicited proposal (Attachment A). The City and/or RAP will bear no costs associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, and/or site preparation.

5. Existing Modular Building

The Foundation will cease using the Existing Modular Building as a Gift Shop immediately upon occupancy of the donated modular building. By entering into this Agreement, the Foundation may repurpose the existing modular building as a Volunteer Center. The Foundation will be responsible for any and all costs of repairs, upkeep, maintenance and operation of the existing modular building. Before the Foundation is allowed to "reuse" the existing modular building, the Department must approve all upgrades are performed to Department standards and be compliance with the ADA regulations.

Ms. Nancy Gneier, Executive Director
December 26, 2013
Page 3

6. Museum Volunteer Program

Under the direction of the designated RAP Representative, the Foundation will provide oversight of the Museum Volunteer Program, to include: 1) docent tours; 2) educational and informational outreach; 3) grounds maintenance to supplement RAP maintenance; and, 4) exhibit maintenance. The Foundation will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

Note: Clarification of the Foundation's role and relationship in the Museum Volunteer Program may be required prior to a proposed agreement being submitted to the Board for consideration.

7. Museum Restoration Program

All new restoration projects will require the Foundation to submit a written proposal for consideration by the RAP General Manager. Restoration projects will not commence until written approval by the RAP General Manager is obtained.

All current restoration projects will be completed within twelve (12) months of execution of the proposed agreement. Any current restoration projects not completed within the aforementioned timeframe will require the Foundation to submit a written proposal for consideration by the RAP General Manager in order to continue the restoration.

A list of current restoration projects approved by the RAP General Manager will be included as an exhibit to any proposed agreement prior to submission to the Board for consideration.

8. Utilities

The Foundation will assume any and all costs to install or provide electrical hook-up or connections to the new modular building.

RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building.

RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by the Foundation.

9. Insurance

The Foundation will provide and maintain insurance during the term of the Agreement in a manner and form acceptable to RAP and the City Risk Manager. Said insurance will

Ms. Nancy Gneier, Executive Director
December 26, 2013
Page 4

provide acceptable levels of coverage for the New Modular Building at the sole cost of the Foundation.

10. The remaining terms and conditions of a proposed agreement will be consistent with Concession Agreement No. 262.

In order to proceed with the donation of the new modular building and preparation of a new Concession Agreement, a written unconditional acceptance of the aforementioned terms, signed by an authorized agent of the Foundation on Foundation letterhead, must be received by RAP no later than 5:00 P.M. on January 13, 2014. Please send to the following address:

Department of Recreation and Parks
Attn: Vicki Israel, Assistant General Manager
221 North Figueroa Street
Suite 1550
Los Angeles, CA 90012

Upon receipt by RAP of the Foundation's written unconditional acceptance of the aforementioned RAP proposal, RAP staff will prepare the necessary documents for the Board's consideration.

Should you have any questions, please contact Robert Morales, Senior Management Analyst of the Partnership Division, at (818) 243-6488.

Sincerely,



MICHAEL A. SHULL
General Manager

MAS/VIIJA:nn

Attachments

cc: Regina Adams, Executive Officer
Vicki Israel, Assistant General Manager
Kevin Regan, Assistant General Manager
Joe Salaires, Park Services Supervisor
Noel Williams, Chief Management Analyst
Agnes Ko, Senior Management Analyst
Robert Morales, Senior Management Analyst
Joel Alvarez, Senior Management Analyst

ATTACHMENT C



TRAVEL TOWN MUSEUM FOUNDATION
AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION
•INCORPORATED•
POST OFFICE BOX 39846 • GRIFFITH STATION
LOS ANGELES, CALIFORNIA 90039

January 7, 2014

Department of Recreation and Parks
Attn: Vicki Israel, Assistant General Manager
221 North Figueroa Street
15 Floor, Suite 1550
Los Angeles, CA 90012

**DONATION OF MODULAR BUILDING TO BE USED AS
THE TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Vicki:

We are in receipt of your letter mailed to American Southwestern Railway Association on December 26, 2013 concerning the Donation of the Modular Building for the proposed use as the Travel Town Museum Gift Shop and other Foundation assistance set out to improve the Travel Town Museum.

We are prepared to accept the provisions set out in this letter, and we ask that you please proceed with preparation of necessary documents for Commission review. If you have any questions, please feel free to contact me at 818-968-3678 (cell). We look forward to working together on the goal of improving the Travel Town Museum!

Sincerely,

GREGORY C. GNEIER
President
American Southwestern Railway Assn., Inc.

cc: Craig A. Smith, Esq.

Amendment to Exhibit E - Updated New Gift Shop Building Costs as of September 2016	
New Building	\$238,612
Handicapped Accessible Ramp	\$62,698
Soil Prep and Grounds	\$29,428
All Permits and Fees	\$32,662
Shop Furnishings	\$25,958
Total	\$389,357
Income:	
Grant from Parsons Foundation	\$50,000
Grant from the Griffith Trust	\$50,000
Grant from the Ahmanson Foundation	\$80,000
CD4 AB1290 Funding	\$20,000
Community Foundation of the Verdugc	\$8,000
Griffith Trust follow-up Grant	\$20,000
Universal LLC Evolution Plan Contributi	\$50,000
Interest	\$1,615
Member and Individual Donations	\$4,115
Interior Furnishings Grant from Parson:	\$30,000
TOTAL INCOME	\$323,730
TTMF Contribution	\$65,627

DEPARTMENT OF RECREATION AND PARKS
 CONCESSION AGREEMENT NO. 262
 LIST OF CURRENT TRAVEL TOWN MUSEUM RESTORATION PROJECTS

Updated 9/20/2016

Restoration Projects	Work remaining	Status
"The Little Nugget"	Wallpaper, hang photos, paint interior, paint exterior. Get furnishings. Replicate light fixtures.	Available for display.
UPRR Dining Car 369	Interior wood refinishing, interior painting. New windows and sashes. Exterior Painting.	Available for display.
Pullman Car - Rose Bowl	Interior painting and reupholstery. Exterior Painting.	Available for display.
Pullman Car - Hunters Point	Vestibule rebuilt. Interior painting and reupholstery. Exterior Painting.	Available for display.
M-177	Upholstery, exterior painting, electrical work, air compressor still to repair.	Closed for Restoration.
SP 219 Steam locomotive	Boiler fabrication and reassembly	Closed for Restoration.

APPROVED

APR 02 2014

REPORT OF GENERAL MANAGER

NO. 14-081

DATE April 2, 2014

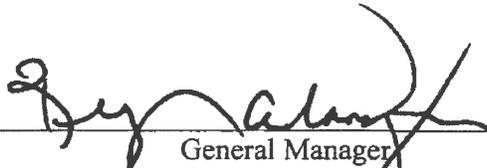
**BOARD OF RECREATION
& PARK COMMISSIONERS**

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION – AMENDMENT NO. 2 TO CONCESSION CONTRACT NUMBER 262 AND DONATION OF A NEW MODULAR BUILDING

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



 General Manager

Approved as amended see attached

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to Concession Contract Number 262 (Amendment), substantially in the form on file in the Board Office, between the City of Los Angeles Department of Recreation and Parks (RAP) and the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF), a California 501(c)(3) non-profit educational organization, for the operation of a gift shop at the Travel Town Museum, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;
3. Direct the Board Secretary to transmit the proposed Amendment concurrently to the Mayor in accordance with Executive Directive No. 3 and to the City Attorney for review and approval as to form;
4. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals; and,
5. Accept the donation of a new modular building from TTMF, subject to the condition that TTMF assume all costs and liabilities associated with the procurement, permitting,

REPORT OF GENERAL MANAGER

PG. 2

NO. 14-081

delivery, and installation of the new modular building.

SUMMARY:

The Travel Town Museum (Museum) is located at 5200 Zoo Drive in Griffith Park and is host to a display of trains and train cars, and other vehicles that represents the history of transportation. The RAP Park Services group operates and maintains the Museum which is open to the public free of charge. The Museum is visited each week by hundreds of youths and adults who are interested in the history of trains.

The American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (TTMF) is a 501(c)(3) non-profit educational organization, and began its partnership with the Museum in 1987 by providing volunteers for docent tours and general maintenance and restoration of the trains and train cars.

TTMF currently operates the Travel Town Gift Shop Concession through Concession Agreement No. 262 which was executed on September 23, 2009, for a term of one-year with five (5) options to renew. TTMF also provides volunteers for tours, grounds maintenance, Museum events, and train restorations. Miniature Train Rides and a Snack Stand are operated through concession agreements with different business entities.

On January 4, 2013, TTMF submitted an unsolicited proposal to donate and install, at no cost to RAP, a new modular building for use by TTMF as the Travel Town Gift Shop (Attachment A). RAP entered into discussions with TTMF regarding specific terms of the donation which produced several counter-offers. On December 26, 2013, the General Manager sent written correspondence to TTMF with a final proposal (Attachment B). On January 7, 2014, TTMF accepted the final proposal (Attachment C).

As part of the proposed Amendment, TTMF will donate a new modular building to RAP to be used as the new gift shop building for TTMF during the extended term of the Concession Agreement. TTMF will pay all costs to procure, deliver and install the building and obtain all required permits and licenses. TTMF will also be responsible for all liabilities associated with the delivery and installation of the new modular building.

Revenue generated from the Gift Shop is used by TTMF to fund train restoration projects, educational programs, and for operating expenses.

Amendment to Concession Agreement No. 262

The current contract is termed to expire on September 22, 2015. TTMF currently pays 5% of total gross receipts to RAP as rent. In 2013, TTMF paid \$13,231 as rent to RAP. The Amendment will revise the following sections of the current contract:

REPORT OF GENERAL MANAGER

PG. 3

NO. 14-081

1. Term
The term of the contract will be extended by twenty (20) years effective the date of execution of the Amendment.
2. Rent Payment to RAP (Flat-Fee)

Contract Years 1 through 3	\$ 1,250 per month	(\$15,000 annually)
Contract Years 4 through 6	\$ 1,550 per month	(\$18,600 annually)
Contract Years 7 through 10	\$ 1,850 per month	(\$22,200 annually)
Contract Years 11 through 15	\$ 2,050 per month	(\$24,600 annually)
Contract Years 16 through 20	\$ 2,250 per month	(\$27,000 annually)
3. Premises
The Premises for the Travel Town Museum Gift Shop will be revised to include the site for proposed for the modular building by TTMF in the January 4, 2013, unsolicited proposal.
4. Donation of New Modular Building
TTMF will donate a modular building to RAP as described in the January 4, 2013, unsolicited proposal (Attachment A). The City and/or RAP will bear no costs or liabilities associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, and/or site preparation. The installation of the modular building will be completed within twelve (12) months from the execution of this Amendment. Failure to complete the installation of the modular building will be a material breach of contract, in which case RAP may terminate the contract.
5. Existing Modular Building
TTMF will cease using the Existing Modular Building as a Gift Shop immediately upon occupancy of the donated modular building. TTMF will be responsible for any and all costs of repairs, upkeep, maintenance, and operation of the existing modular building. Before TTMF is allowed to "reuse" the existing modular building, RAP must approve all upgrades performed to ensure compliance with Department standards and with the Americans with Disabilities Act (ADA) regulations.
6. Museum Volunteer Program
Under the direction of the designed RAP Representative, TTMF will provide oversight of the Museum Volunteer Program, to include: 1) docent tours; 2) educational and informational outreach; 3) grounds maintenance to supplement RAP maintenance; and, 4) exhibit maintenance. TTMF will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

REPORT OF GENERAL MANAGER

PG. 4

NO. 14-0817. Museum Restoration Program

All new restoration projects require TTMF to submit a written proposal for consideration by the RAP General Manager. Proposed restoration projects will not commence until written approval by the RAP General Manager is obtained by TTMF.

All current restoration projects will be completed within twelve (12) months of execution of the proposed Amendment. Any current restoration project not completed within the twelve (12) month timeframe will require TTMF to submit a written proposal for consideration by the RAP General Manager. The proposed continuation of an existing restoration project will not continue until written approval by the RAP General Manager is obtained by TTMF.

A list of current restoration projects is included as an exhibit to the proposed Amendment. The City and/or RAP will bear no costs associated with any current or proposed Museum Restoration Program project and is not obligated to fund or provide any form of service for such projects, unless approved in writing by the RAP General Manager.

8. Utilities

TTMF will assume any and all costs to install or provide electrical hook-up or connections to the new modular building. RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building (gift shop). As stated in the current contract, RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by TTMF.

Staff recommends the approval of the Amendment in order to allow TTMF to donate the new modular building and continue providing tours, education programs, grounds maintenance, and restoration projects at the Museum.

The Office of Councilmember Tom LaBonge (Fourth Council District), has concurred with RAP staff's recommendations regarding accepting the donation of the modular building and provided \$20,000 in AB 1290 funds to TTMF to help purchase the modular building to replace the existing gift shop (Council Motion No. 13-0634).

Charter Section 1022

Los Angeles City Charter Section 1022 prohibits contracting out work that could be done by City employees unless the Board determines it is more economical and/or feasible to contract out the service.

On July 20, 2012, the Personnel Department completed a Charter Section 1022 review as part of the process for Concession Agreement No. 262. The Personnel Department determined that

REPORT OF GENERAL MANAGER

PG. 5

NO. 14-081

there were no City classifications with the expertise to perform essential aspects of the work, including all aspects of operating a souvenir stand or gift shop. It is therefore more feasible to secure these services through an independent contractor.

ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the proposed Amendment with TTMF will continue to allow the Travel Town Gift Shop to be used for operations involving no expansion of use, and, therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

TTMF will pay \$447,600 to RAP over the extended twenty year term of the Operating Agreement. Of that amount, \$313,320, or Seventy Percent (70%), of the revenue will be deposited into RAP's General Fund (Fund 302, Department 88); \$89,520, or Twenty Percent (20%), will be deposited into the Travel Town Development Account (Fund 302, Department 89, Account 89980D); and, \$44,760, or Ten Percent (10%), will be deposited into the Concession Improvement Account (Fund 302, Department 89, Account 89070K).

This report was prepared by Joel Alvarez, Senior Management Analyst, and Robert Morales, Senior Management Analyst, Partnership Division.

ATTACHMENT A



Travel Town Museum Foundation
American Southwestern Railway Association, Inc.
P.O. Box 39846, Griffith Station
Los Angeles, CA 90039

January 4, 2013

Robert Morales
City of Los Angeles
Department Recreation and Parks
221 N. Figueroa St. Suite 1550,
Los Angeles, CA 90012

Dear Mr. Morales,

The American Southwestern Railway Association, doing business as the *Travel Town Museum Foundation* (TTMF), would like to make the offer of a new Gift Shop building to the Department of Recreation and Parks for the Travel Town Museum. The new building would be a modular structure, centrally located on Museum grounds near the existing restrooms. The building project would greatly improve an unplanted dirt area at the museum and help improve the entire facility. The new gift shop would offer a larger retail space than the current gift shop, enabling the store to offer a greater selection of merchandise to better serve the Museum's visitors.

As part of the project, the TTMF would like to repurpose the current gift shop space as a Volunteer Center and Program Office. The Volunteer center would house a Library and Conference Room where the volunteers and members of the public could conduct research. There would be an office for the Program Manager and locker area for volunteers to store personal belongings while serving at the Museum.

The new building, as well as the repurposing of the existing building, would be done as a donation to Museum with funds raised for that purpose. The ASRA/TTMF anticipates continuing the operation of the Gift Shop concession under the current Concession Agreement, at least for the remaining 5 years stipulated in the agreement.

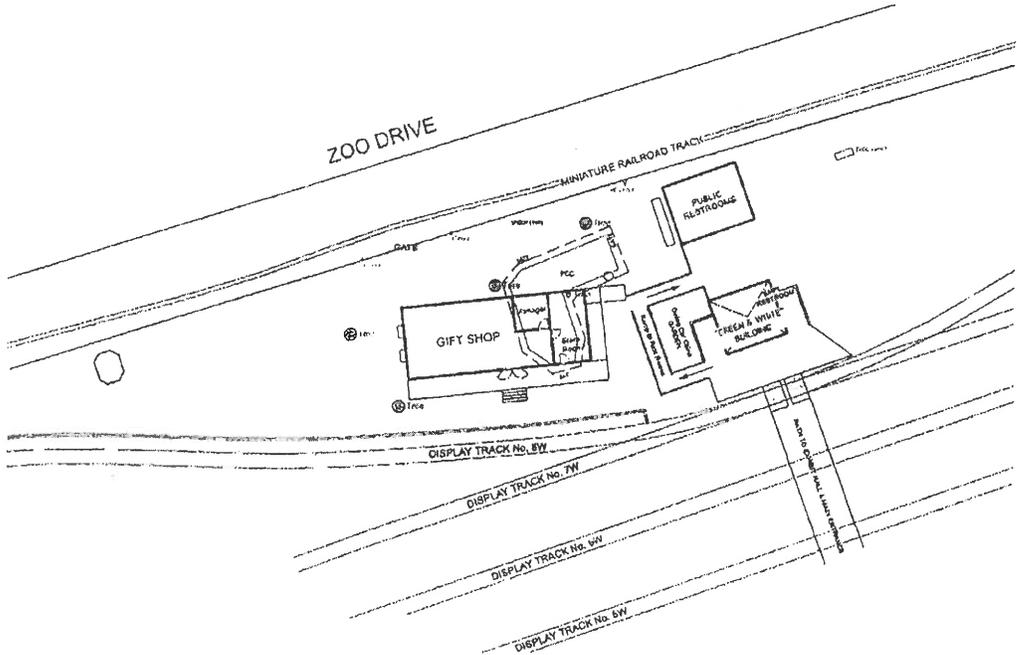
New Gift Shop Building

The New Gift shop will be in a more central location at the Museum. The Photo below shows the current status of the proposed site – our volunteers would remove the fencing and re-locate the materials inside the fencing to the service yard area of the museum.

DesignSpace Modular Buildings of Fontana, CA, (DSMB) has quoted us a turnkey price of \$219,000, which the ASRA/TTMF is willing to fully fund.



Below is the plan for the new building, as supplied by DSMB. Below that is a draft plan of the north side of Travel Town, with the new building outline in blue.



Budget for Gift Shop

The following is an abbreviated budget for the cost estimates including the Income of grants from Foundations that support the work of the Travel Town Museum Foundation. Expenses above and beyond the cost of the building include furnishing the inside of the building. The old building will also need to be furnished. Fundraising and in-kind donation solicitation is on-going to cover these costs.

DSMB has given us a turnkey quote, however we need to bring the City of Los Angeles Department of Recreation and Parks Planning, Construction and Maintenance representatives and DSMB together to make sure we can work through any unforeseen issues.

Volunteer Center Cost Estimates (2012 Estimates)Expenses

Turn-key purchase of 24 x 60 Modular Building	198,268
Wooden deck, ramps, and steps, with tax	17,883
	<hr/> 216,151
New Gift Shop Furnishings	
	<hr/> 11,355
Office Furnishings subtotal	<hr/> 2,100
TOTAL EXPENSES	<hr/>229,606

Income:

Grant from Parsons Foundation	50,000
Grant from the Griffith Trust	50,000
Grant from the Ahmanson Foundation	80,000
Pledge from Universal LLC Evolution Plan Contribution	50,000
	<hr/> 230,000

Attachments

Attached please find the Proposal from Design Space Mobile Modular. We anticipate that there will need to be several meetings to approve the final placement of the new building as well as other move-in challenges.

Scheduling

Once we have had this offer accepted from the Department, we would like to get the process started and schedule any permitting meetings to make sure the installation will be seamless. The build-time for the new building is estimated to be from 2-6 months, so move in probably cannot take place until July or August of 2013. This should give the Museum volunteers time to clear

the site, the City and DSMB time to prepare the site for the piers, telephone and electrical hook-up, and the Foundation time to raise more money for furnishings and landscaping.

We look forward to hearing from you soon. We are very excited to move forward with this great improvement for the Travel Town Museum facility. If I can provide any more information please contact me at 818-822-7022, or via e-mail at Nancy.newgiftshop@traveltown.org.

Thank you again for your support!

Nancy Gneier
Executive Director
Travel Town Museum Foundation

Attachments:
DesignSpace Modular Buildings Proposal

ATTACHMENT B

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

BARRY A. SANDERS
PRESIDENT

W. JEROME STANLEY
VICE PRESIDENT

LYNN ALVAREZ
SYLVIA PATSAOURAS
JILL T. WERNER

LATONYA D. DEAN
COMMISSION EXECUTIVE ASSISTANT II

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
RECREATION AND PARKS**

221 NORTH FIGUEROA STREET
16TH FLOOR, SUITE 1650
LOS ANGELES, CA 90012

(213) 202-2633
FAX (213) 202-2614

MICHAEL A. SHULL
GENERAL MANAGER

December 26, 2013

Ms. Nancy Gneier, Executive Director
American Southwestern Railway Association, Inc.
DBA Travel Town Museum Foundation
P. O. Box 39846
Los Angeles, CA 90039.

**DONATION OF A MODULAR BUILDING FOR THE PROPOSED USE AS THE
TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Ms. Gneier,

I am in receipt of your revised proposal E-mailed to the Department of Recreation and Parks (RAP) on October 2, 2013. I am also in receipt of your E-mail to RAP and Councilmember Tom LaBonge dated November 21, 2013.

Over the past year, RAP has attempted to provide the American Southwestern Railway Association, Inc., dba Travel Town Museum Foundation (Foundation) with a means to donate the proposed modular building and use throughout a long-term agreement. RAP has also provided the Foundation with the option to donate the proposed modular building at no cost to the City or RAP under the terms of existing Concession Agreement No. 262. The Foundation has elected to not accept the terms of the previous RAP proposals.

The following is the current RAP proposal in response to your October 2, 2013, counter proposal. Please understand that the non-acceptance by the Foundation will create delays in the ability to present a mutually agreed upon proposal to the Board of Recreation and Park Commissioners to consider. This includes delays in presenting the item to the Mayor and Council should a proposal for a new agreement eventually be agreed upon.

Final Proposal

The following are RAP's terms for the proposed acceptance of the donation of a modular building and the Foundation's use as the Museum Gift Shop:

1. Term of Agreement

Twenty (20) years from the date of execution of the proposed agreement.



Ms. Nancy Gneier, Executive Director
 December 26, 2013
 Page 2

2. Payment to RAP

The following monthly payments will be due to RAP on the first day of each month, and will be considered late if said payment is postmarked after the fifteenth (15th) day of the month payment is due:

Contract Years 1 through 3	\$ 1,250 per month	(\$15,000 annually)
Contract Years 4 through 6	\$ 1,550 per month	(\$18,600 annually)
Contract Years 7 through 10	\$ 1,850 per month	(\$22,200 annually)
Contract Years 11 through 15	\$ 2,050 per month	(\$24,600 annually)
Contract Years 16 through 20	\$ 2,250 per month	(\$27,000 annually)

The charges for late or delinquent payments shall be \$50.00 for each month the payment is late, plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

Note: The matter of rent reduction will not be included in the proposed agreement. All Concessionaires have the ability to request temporary rent reduction and, at the written approval of the Board, be granted such temporary rent reduction.

3. Premises

The Premises for the Museum Gift Shop will be revised to include the site proposed for the modular building, as proposed by the Foundation in the January 4, 2013, unsolicited proposal (Attachment A).

4. Donation of a New Modular Building

The Foundation will donate a modular building to RAP as described in the January 4, 2013, unsolicited proposal (Attachment A). The City and/or RAP will bear no costs associated with the donation, including, but not limited to: design, permits, licenses, delivery, installation, and/or site preparation.

5. Existing Modular Building

The Foundation will cease using the Existing Modular Building as a Gift Shop immediately upon occupancy of the donated modular building. By entering into this Agreement, the Foundation may repurpose the existing modular building as a Volunteer Center. The Foundation will be responsible for any and all costs of repairs, upkeep, maintenance and operation of the existing modular building. Before the Foundation is allowed to "reuse" the existing modular building, the Department must approve all upgrades are performed to Department standards and be compliance with the ADA regulations.

Ms. Nancy Gneier, Executive Director
December 26, 2013
Page 3

6. Museum Volunteer Program

Under the direction of the designated RAP Representative, the Foundation will provide oversight of the Museum Volunteer Program, to include: 1) docent tours; 2) educational and informational outreach; 3) grounds maintenance to supplement RAP maintenance; and, 4) exhibit maintenance. The Foundation will actively assist RAP in creating awareness of the Museum Volunteer Program, to include outreach, training, and retention of volunteers.

Note: Clarification of the Foundation's role and relationship in the Museum Volunteer Program may be required prior to a proposed agreement being submitted to the Board for consideration.

7. Museum Restoration Program

All new restoration projects will require the Foundation to submit a written proposal for consideration by the RAP General Manager. Restoration projects will not commence until written approval by the RAP General Manager is obtained.

All current restoration projects will be completed within twelve (12) months of execution of the proposed agreement. Any current restoration projects not completed within the aforementioned timeframe will require the Foundation to submit a written proposal for consideration by the RAP General Manager in order to continue the restoration.

A list of current restoration projects approved by the RAP General Manager will be included as an exhibit to any proposed agreement prior to submission to the Board for consideration.

8. Utilities

The Foundation will assume any and all costs to install or provide electrical hook-up or connections to the new modular building.

RAP will not be responsible for any costs associated with the installation of utility hook-ups, including installation of dedicated electrical meters or for any other utilities (e.g., water, gas, telephones) which may or may not be used at the donated modular building.

RAP will incur the monthly electrical costs subsequent to the installation of the electrical meter by the Foundation.

9. Insurance

The Foundation will provide and maintain insurance during the term of the Agreement in a manner and form acceptable to RAP and the City Risk Manager. Said insurance will

Ms. Nancy Gneier, Executive Director
December 26, 2013
Page 4

provide acceptable levels of coverage for the New Modular Building at the sole cost of the Foundation.

10. The remaining terms and conditions of a proposed agreement will be consistent with Concession Agreement No. 262.

In order to proceed with the donation of the new modular building and preparation of a new Concession Agreement, a written unconditional acceptance of the aforementioned terms, signed by an authorized agent of the Foundation on Foundation letterhead, must be received by RAP no later than 5:00 P.M. on January 13, 2014. Please send to the following address:

Department of Recreation and Parks
Attn: Vicki Israel, Assistant General Manager
221 North Figueroa Street
Suite 1550
Los Angeles, CA 90012

Upon receipt by RAP of the Foundation's written unconditional acceptance of the aforementioned RAP proposal, RAP staff will prepare the necessary documents for the Board's consideration.

Should you have any questions, please contact Robert Morales, Senior Management Analyst of the Partnership Division, at (818) 243-6488.

Sincerely,



MICHAEL A. SHULL
General Manager

MAS/VLJA:nn

Attachments

cc: Regina Adams, Executive Officer
Vicki Israel, Assistant General Manager
Kevin Regan, Assistant General Manager
Joe Salaicas, Park Services Supervisor
Noel Williams, Chief Management Analyst
Agnes Ko, Senior Management Analyst
Robert Morales, Senior Management Analyst
Joel Alvarez, Senior Management Analyst

ATTACHMENT C



**TRAVEL TOWN MUSEUM FOUNDATION
AMERICAN SOUTHWESTERN RAILWAY ASSOCIATION**

**•INCORPORATED•
POST OFFICE BOX 39846 • GRIFFITH STATION
LOS ANGELES, CALIFORNIA 90039**

January 7, 2014

Department of Recreation and Parks
Attn: Vicki Israel, Assistant General Manager
221 North Figueroa Street
15 Floor, Suite 1550
Los Angeles, CA 90012

**DONATION OF MODULAR BUILDING TO BE USED AS
THE TRAVEL TOWN MUSEUM GIFT SHOP**

Dear Vicki:

We are in receipt of your letter mailed to American Southwestern Railway Association on December 26, 2013 concerning the Donation of the Modular Building for the proposed use as the Travel Town Museum Gift Shop and other Foundation assistance set out to improve the Travel Town Museum.

We are prepared to accept the provisions set out in this letter, and we ask that you please proceed with preparation of necessary documents for Commission review. If you have any questions, please feel free to contact me at 818-968-3678 (cell). We look forward to working together on the goal of improving the Travel Town Museum!

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory C. Gneier". The signature is fluid and cursive, written over a horizontal line.

GREGORY C. GNEIER
President
American Southwestern Railway Assn., Inc.

cc: Craig A. Smith, Esq.

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING
BOARD OF RECREATION AND PARK COMMISSIONERS
APRIL 2, 2014

14-081

TRAVEL TOWN MUSEUM GIFT SHOP CONCESSION –
AMENDMENT NO. 2 TO CONCESSION CONTRACT NUMBER
262 AND DONATION OF A NEW MODULAR BUILDING

Pursuant to advice provided by the City Attorney, President Alvarez recused herself from acting on this item.

After President Alvarez exited the room, the meeting was chaired by Vice President Zuñiga.

Based on comments provided in the Concession Task Force meeting, Noel Williams, Chief Accounting Employee, amended the contract to state that only for the financial information, that in Year Five of the operation of the Agreement, staff would begin evaluating and negotiating with the Non-Profit for financial terms to take effect during Year Seven. Those terms would be either the greater of 5% of revenues, or the stated amount which is in the contract for the next evaluation period.

The above item was presented to the Board by Department staff, and the Board further discussed the item in detail. Public comment was invited on the item. Six requests for public comment were received and such comment was made to the Commission.

It was moved by Commissioner Patsouras, seconded by Commissioner Sanford, that General Manager's Report 14-081 be approved as amended, and that the Resolutions recommended in the report be thereby approved. There being no objections, the Motion was unanimously approved.

BOARD OF RECREATION
AND PARK COMMISSIONERS

2015 JUL 10 AM 11:32

BOARD COMMUNICATION NO. 7724

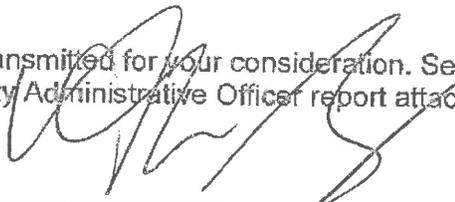
0150-08808-0002

TRANSMITTAL

TO The Board of Recreation and Park Commissioners The City Attorney	DATE JUL 09 2015	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 4	

**Amendment to Concession Agreement No. 262 for the
Operation and Maintenance of the Travel Town Museum Gift Shop Concession**

Transmitted for your consideration. See the
City Administrative Officer report attached.



MAYOR

MAS:LGC:08160003f

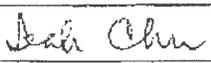
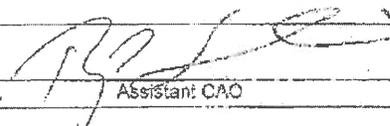
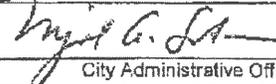
Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 07-08-15	C.D. No. 4	CAO File No.: 0150-06808-0002				
Contracting Department/Bureau: Recreation and Parks		Contact: Agnes Ko					
Reference: Letter to the Mayor from the Board of Recreation and Park Commissioners dated May 23, 2014; referred by the Mayor on May 28, 2014							
Purpose of Contract: Amendment to the Concession Agreement with American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation for the operation and maintenance of the Travel Town Museum Gift Shop							
Type of Contract: () New contract (X) Amendment		Contract Term Dates: (Original) One year from date of execution with two one-year renewal options (1 st Amendment) add three one-year renewal options (2 nd Amendment) add 20 years from date of execution					
Contract/Amendment Amount: \$447,600 (amendment amount over 20 years)							
Proposed amount \$447,600 (over 20 years) + Prior award(s) Unknown (Information requested but not yet provided) = Total \$447,600							
Source of funds: Not applicable							
Name of Contractor: American Southwestern Railway Association, Inc. DBA Travel Town Museum Foundation PO Box 30846 Los Angeles, CA 90039							
	Yes	No	N/A*	8. Contractor has complied with.	Yes	No	N/A*
1. Council has approved the purpose		X		a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available			X	b. Good Faith Effort Outreach**			X
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested		X		d. Contractor Responsibility Ordinance			X
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50			X
7. Workforce that resides in the City:				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The City of Los Angeles (City), through the Board of Recreation and Park Commissioners (Board) and Department of Recreation and Parks (Department), owns the Travel Town Museum and the Travel Town Museum Gift Shop (Concession) located at 5200 Zoo Drive in Council District 4. Prior to the initial agreement, the Department reports that the American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation (TTMF) has been operating the Concession under a permit dated January 2000, which converted to a month-to-month basis on December 9, 2005.

In December 2008, the Board approved an Agreement between the City and TTMF, a 501(c)(3) non-profit educational organization, for the operation and maintenance of the Concession for a term of one year with two one-year options to renew. In August 2012, the Board approved the first amendment to include three additional one-year options to renew. The Board made a determination to exempt competitive bidding and approved the first amendment because Department staff anticipated that construction activities related to the Los Angeles Department of Water and Power's

								
LGC	Analyst	08150003	Assistant CAO			City Administrative Officer		

River Supply Conduit Project (Project) in Griffith Park would make it unlikely to attract proposers with desirable terms. Staff was instructed to develop a Request for Proposals for the Concession, for immediate release once the Project is complete.

At its meeting of April 2, 2014, the Board approved a proposed second Amendment to extend the Agreement by an additional 20 years. The proposed second Amendment changes the rental fee schedule, boundaries of the premises, agreement to include the donation of a new modular building and repurposing of the existing modular building, involvement of TTMF with the Museum Volunteer Program, requirements for museum restoration projects, and payment of utilities. However the Board did not make a finding for exempting the competitive bidding process.

Under the terms of the proposed second amendment, the term will be extended by twenty years effective on the date of execution. The rental fee will be \$1,250 per month (\$15,000 annually) for Years 1 through 3, \$1,550 per month (\$18,600 annually) for Years 4 through 6, \$1,850 per month (\$22,200 annually) for Years 7 through 10, \$2,050 per month (\$24,600 annually) for Years 11 through 15, and \$2,250 per month (\$27,000 annually) for Year 16 through 20. The terms further indicate that during Year 5 of the amendment, the Department will evaluate the Concession's financial information, negotiate with the Concessionaire, and recommend to the Board whether the terms of the rental payment should be further revised to be the greater of either five percent of gross revenue generated at the Concession or the established rental fee, to be made effective at the beginning of Year 7.

The proposed second Amendment also includes the donation of a new modular building from TTMF to be used as the new site for the gift shop and refurbishment of the old modular building. The Department will have to first approve all upgrades performed prior to TTMF being able to use the existing modular building for another purpose.

In accordance with the requirements of the California Environmental Quality Act (CEQA), the Department determined that the proposed second Amendment would consist of allowing the Travel Town Gift Shop to be used for operations involving no expansion of use, and therefore is exempt from the provisions of CEQA, pursuant to Article III, Section 1, Class 1, Category 14 of the City's CEQA Guidelines.

Council approval of the proposed second Amendment to the Agreement is not required because although the cumulative term exceeds three years, the estimated annual payments to the City do not exceed \$141,949.

RECOMMENDATION

That the Mayor:

- a) Return the proposed second Amendment to the Concession Agreement between the City of Los Angeles and American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation without action to the Board of Recreation and Park Commissioners; and
- b) Request the Board of Recreation and Park Commissioners to make a finding on the basis for exempting the City's competitive bidding requirements for the proposed second Amendment.

FISCAL IMPACT STATEMENT

The American Southwestern Railway Association, Inc. dba Travel Town Museum Foundation (TTMF) shall continue to pay five percent of the total gross receipts to the Recreation and Parks as rent as outlined in its current contract which expires on September 22, 2015. There is no known impact on the General Fund. To the extent applicable, the recommendation above complies with the City's Financial Policies in that user charges and fees are set to support the full cost of operations for which the fees are charged.

Attachments

MAS: LC.08160003

BOARD REPORT

NO. 17-003

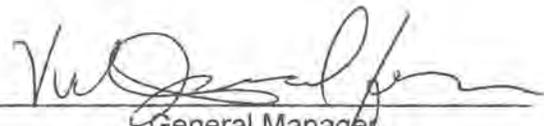
DATE January 18, 2017

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUBCONTRACTOR SUBSTITUTION REQUEST HEARING – GAFFEY STREET POOL – POOL & NEW BATHHOUSE RESTORATION (PRJ20726) (W.O. #E1907453) PROJECT

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



 General Manager
 Withdrawn _____

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

- A. Conduct a hearing on the requested subcontractor substitution pursuant to Los Angeles Administrative Code Section 10.14.3, and:
 - 1. Reject the subcontractor substitution request letter dated September 28, 2016 submitted by A.W. I. Builders, Inc. (A.W.I.), requesting that Principles Contracting, Inc. (PCI), be substituted with Pub Construction, Inc. (Pub), as summarized in the Summary of this Report;
 - 2. Find that PCI's objection to the substitution is valid, and,
 - 3. Instruct A.W.I. to proceed with the project with the Bid Listed Subcontractor, PCI, as the identified in the bid documents;

- B. If the Board grants the request:
 - 1. Withdraw recommendations A.1 through A.3 above;
 - 2. Reject the subcontractor substitution objection response provided by PCI October 14, 2016;
 - 3. Grant the subcontractor substitution request letter dated September 28, 2016 submitted by A.W.I. requesting that PCI be substituted; and
 - 4. Authorize Bureau of Contract Administrator to review the requested subcontractor, Pub, and if all requirements are met, approve the substitution request.

BOARD REPORT

PG. 2 NO. 17-003

SUMMARY:

On December 10, 2014, the Board awarded the Gaffey Street Pool – Pool and New Bathhouse Restoration Project (Project) to A.W.I. (Report No. 14-318). The project is located at 3351 South Gaffey Street, San Pedro, CA 90731, within Angel's Gate Park.

The project scope of work includes the refurbishment of the existing historical swimming pool; construction of a new bathhouse and pool equipment room; and site improvements to provide disabled access compliant ramps and stairs, walkways, roads, parking areas, terraces, seating, landscape and irrigation.

On September 28, 2016, A.W.I. submitted a request for subcontractor substitution for the landscape subcontractor on the project. A.W.I. requested to substitute PCI with Pub and stated that they have received a letter from PCI "verifying that they are unable to perform their contractual obligations." The request also stated that PCI is "unable to perform due to workload..." An unsigned letter from PCI dated September 12, 2016 was attached to the request. (Exhibit A)

On October 4, 2016, the Bureau of Contract Administration (Con Ad) notified PCI that a request for substitution has been received from A.W.I. to substitute them on the Project. On October 4, 2016, Con Ad also notified A.W.I. that PCI has been notified of the request for substitution. (Exhibit B)

On October 14, 2016, PCI sent a response objecting to the substitution. PCI stated that they "have been in communication with A.W.I. for the project" and several other projects and that they have not received a contract from A.W.I. for this project. (Exhibit C)

On October 14, 2016, A.W.I. and PCI were notified by Con Ad that a hearing will be conducted by the Board to resolve the matter pursuant to Los Angeles Administrative Code Section 10.14, Provision Pertaining to Listing of Subcontractors, Subsection 3, Substitutions, "If written objections are filed, the awarding authority shall give five (5) days' notice to the prime contractor and to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution. The determination of the awarding authority shall be final." (Exhibit D)

On November 7, 2016, A.W.I. submitted additional information to support their request for substitution. Their letter states that PCI refused to sign the letter of intent, refused to perform the work, did not provide the necessary submittal, and several other reasons as shown on Exhibit E.

On November 16, 2016, PCI submitted a response stating A.W.I.'s statement that PCI have been non-responsive is not accurate, that PCI provided a quote on August 26, 2014 and to date, have not received a contract from A.W.I., and that A.W.I. have not met the requirements for substitution. (Exhibit F).

Staff recommends that a hearing be conducted for the Board's determination.

BOARD REPORT

PG. 3 NO. 17-003

This Report was prepared by Cathie Santo Domingo, Superintendent, Planning, Construction, and Maintenance Branch.

LIST OF ATTACHMENTS

- 1) Exhibit A – Substitution Request
- 2) Exhibit B – 5-Day Letter to Principles Contracting, Inc., and Notification to A.W.I. Builders, Inc.
- 3) Exhibit C – Principles Contracting, Inc., Email Contesting the Substitution
- 4) Exhibit D – Notification of Objection to Principles Contracting, Inc., and A.W.I. Builders, Inc.,
- 5) Exhibit E – A.W.I. Builders, Inc.'s Response Supporting Documentation
- 6) Exhibit F – Principle Contracting, Inc.'s Response with Supporting Documentation
- 7) Exhibit G – Awarding Board Report and Schedule A

**GAFFEY STREET POOL –
(POOL & NEW
BATHHOUSE)
RESTORATION PROJECT
(PRJ20726)
(W.O. E1907453)
SUBSTITUTION
PROTEST**

TABLE OF CONTENTS

1. EXIHIBIT A - Substitution Request
2. EXHIBIT B - 5-Day Letter to Principles Contracting, Inc. & Notification to A.W.I. Builders, Inc.
3. EXHIBIT C – Principles Contracting, Inc. email contesting Substitution
4. EXHIBIT D – Notification of objection to Principles Contracting, Inc. & A.W.I. Builders, Inc.
5. EXHIBIT E – A.W.I.'S response with supporting documentation
6. EXHIBIT F - Principles response with supporting documentation
7. EXHIBIT G – Award Report and Schedule A

EXHIBIT A

SUBSTITUTION REQUEST



A. W. I. BUILDERS, INC.

1027 Sherlock Drive, Burbank Ca. 91501
Tel No. (562) 948-1133; Fax No. (562) 948-1177
CSLB #818478

September 28, 2016

Sent via Electronic Mail: bca.subapproval@lacity.org & US Certified Mail

City of Los Angeles-Bureau of Contract Administration
1149 S. Broadway, 3rd Floor
Los Angeles, CA, 90015

Project: Gaffey Street Pool (Pool and New Bathhouse) Restoration
Work Order #E1907453

Re: Substitution Request: Bid Listed Landscape Subcontractor

Attn: Walter Bradley, Assistant Director
General Services Division

This letter serves to notify you that AWI Builders, Inc. is submitting a proposed substitution request of our Landscape subcontractor for the above mentioned project. We have receipt of a letter from Principles Contracting verifying that they are unable to perform their contractual obligations.

Please see below for the information related to the bid listed entity, as well as the proposed substitute subcontractor:

Bid Listed Subcontractor:

Principles Contracting, Inc

1760 Marlborough Ave.

Riverside, CA. 92507

License # 982517

Phone Number: (951) 367-0770

Contact Person: Jeff Signor

Reason for Withdrawal: Unable to perform due to workload which proliferated from the time of the bid, to the City's contract award period.

Value: \$165,000.00 **OK**

With:

Replacement Subcontractor

Pub Construction Inc

23545 Palomino Dr. # 104

Diamond Bar, CA 91765

License#: 788668

DIR # 100005407

Phone Number: 909 455-0187

Contact Person: Chris YI

Value: \$164,100.00

BTRC# 733031

AWI warrants that there is no change in the scope of work being performed, and that this request for substitution is a result of the bid listed subcontractor being unable to perform the work in landscaping of the circumstances noted above. This request is being submitted pursuant to Article 32 (1) (C) of the General Conditions. Enclosed herewith is Principles Contracting, Inc. letter of withdrawal for your reference.

Please do not hesitate to contact our office with any questions or concerns you may have.

Thank you,

Best Regards,

Robert Mchlyan

**Authorized Representative
AWI Builders, Inc.**

Awi Builders, Inc
7831 Paramount Blvd
Pico Rivera, CA 90660

7016 1970 0000 8185 1884



800506.24

\$3.765
US POSTAGE
FIRST-CLASS
082S0005498886
90860

595086520470

CC: 98666431831



NIXIE

914 SE 1

0009/20/15

Principles Contracting, Inc
4700 Ashborough Ave

RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

COC

DB



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 788668

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 9/27/2016 3:59:51 PM

Business Information

PUB CONSTRUCTION INC
23545 PALOMINO DR #104
DIAMOND BAR, CA 91765
Business Phone Number: (909) 455-0187

Entity Corporation
Issue Date 12/13/2000
Expire Date **12/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

There is Complaint Disclosure information for this license.

Classifications

C33 - PAINTING AND DECORATING
B - GENERAL BUILDING CONTRACTOR
C54 - TILE (CERAMIC AND MOSAIC)
C15 - FLOORING AND FLOOR COVERING
A - GENERAL ENGINEERING CONTRACTOR
C27 - LANDSCAPING

Bonding Information

Legal Name PUB CONSTRUCTION, INC.	Registration Number 1000005407	County LOS ANGELES	City DIAMOND BAR	Registration Date 05/12/2016	Expiration Date 06/30/2017
--------------------------------------	-----------------------------------	-----------------------	---------------------	---------------------------------	-------------------------------

HOME SEND / RECEIVE FOLDER VIEW

New Email Items
 New Meeting
 Team/View
 Clean Up
 Delete
 Reply
 Forward
 Respond
 GSP
 Team Email
 Reply
 Reply All
 Meeting
 More
 Quick Steps
 Done
 Create New

Move
 Rules
 OneNote
 Unread/Read
 Categorize
 Follow Up
 Address Book
 Filter Email
 Find

Send/Receive All Folders
 Send/Receive

- Search Sent Items (Ctrl-E)
- All Unread
- By Date • Newest ↓
- 4 carlos@steelccc.com
 Inbox
 Drafts
 Sent Items
 Deleted Items
 Junk E-mail
 Outbox
 RSS Feeds
 Search Folders
 - *AWI BUILDERS INC
 Text email
 Hello, Time of Lunch!! yeah P THINK GREEN BEFORE YOU PRINT . Save
 11:35 AM
 - PAUL HORI
 RE: Rebar # 5
 Hello Paul Good Morning.
 11:32 AM
 - *encimoto@guenassociates.com*
 Bid Invitation!!
 Hello, Please find attached Bid Invitation for Gaffey Street Pool.
 11:28 AM
 - *david@tatumandpartners.com*
 Bid Invitation!!
 Hello, Please find attached Bid Invitation for Gaffey Street Pool.
 11:28 AM
 - *bob.jones@joneslumber.net*
 RE: AWI Builders - Gaffey St. Job - July Invoics from Jones Lumber C...
 Hello Bob Good Morning, My boss is not coming yet to office. When
 11:28 AM
 - *stevenc@scb-larc.com*
 Bid Invitation
 Hello, Please find attached Bid Invitation for Gaffey Street Pool.
 9:28 AM
 - *veronica@bellsteel.com*
 PVE # 5 re-bars
 Hello Veronica Good Morning.
 9:28 AM
 - *Gaffey - Jessie Abubo; Robert Mekikyan*
 PVE # 5 re-bars
 Good Morning Everybody Please find attached Quote from RHR
 9:23 AM
 - *reggie@ecologicinc.com*
 Bid Invitation!!
 Hello, Please find attached Bid Invitation for Gaffey Street Pool.
 8:05 AM

Mail Calendar People Tasks

Home
 Mail
 Calendar
 People
 Tasks

New
 Add
 Edit
 Delete
 Print
 Refresh
 Stop
 Help

12/30/2014 12:00 PM
 12/30/2014 12:00 PM

Company Summary

Name:	Gruen Associates
Address:	6330 San Vicente Blvd Suite 200 Los Angeles, CA 90048
Phone:	(323) 937 - 4270
Website:	http://www.gruenassociates.com
Description:	Architecture, Planning, Landscape Architecture, Master Planning, Transportation Planning
Certification(s):	(LBE) - Local Business Enterprise (Los Angeles) (MBE) - Minority Business Enterprise
NAICS Code(s):	54131: Architectural Services 54132: Landscape Architectural Services 54141: Interior Design Services 54161: Management Consulting Services 54162: Environmental Consulting Services 54169: Other Scientific and Technical Consulting Services
Admin:	Michael Enomoto, enomoto@gruenassociates.com

Company Summary

Name:	Kato Landscape, Inc.
Address:	18182 Bushard ST FOUNTAIN VALLEY, CA 92708
Phone:	(714) 963 - 4615
Website:	
Description:	Landscape & Irrigation installation subcontractor
Certification(s):	(DBE) - Disadvantaged Business Enterprise (MBE) - Minority Business Enterprise (LASBE) - Small Business Enterprise (Los Angeles) (SBE (Proprietary)) - Proprietary Small Business Enterprise
NAICS Code(s):	561730: Landscaping Services
Admin:	Michael Kato, y_hoang114@yahoo.com

Company Summary

Name:	SCA-LARC
Address:	110 S Swall Dr # 302 Los Angeles, CA 90048
Phone:	(424) 777 - 0749
Website:	http://sca-larc.com
Description:	Steven Chavez Associates - Landscape Architecture (SCA-LARC) is a Los Angeles based firm that offers a complete range of landscape architectural services. SCA-LARC is a certified Small Business Enterprise (SBE), Minority Business Enterprise (MBE), and Disadvantaged Business Enterprise (DBE).
Certification(s):	(DBE) - Disadvantaged Business Enterprise (EBE) - Emerging Business Enterprise (LBE) - Local Business Enterprise (Los Angeles) (MBE) - Minority Business Enterprise
NAICS Code(s):	54132: Landscape Architectural Services 541320: Landscape Architectural Services
Admin:	Steven Chavez, stevenc@sca-larc.com

Displaying 1 - 28 of 28 records

NO.	COMPANY	ADDRESS	CERTIFICATIONS
1.	<u>AHBE Landscape Architects</u>	617 West Seventh St Suite 304 Los Angeles, CA 90017 213-694-3800	MBE DBE SBE (LA) LBE (LA) VSBE (Harbor) LBE (Harbor)
2.	<u>Anil Verma Associates, Inc.</u>	444 S Flower Street Suite 1688 Los Angeles, CA 90071 213-624-6908	MBE DBE LBE (LA) LBE (Harbor)
3.	<u>Campbell & Campbell</u>	980 Via Tranquila Santa Barbara, CA 93110 310-795 8234	WBE DBE
4.	<u>Chee Salette Architecture Office, Inc.</u>	2435 Kenilworth Ave Los Angeles, CA 90039 323-600-3445	MBE WBE SBE (LA)
5.	<u>dig design GREEN</u>	PO Box 1162 Ventura, CA 93002 805.364.2377	MBE DBE
6.	<u>Eco-Logic, Inc.</u>	26043 Jefferson AVE Murrieta, CA 92562 951-461-2250	MBE DBE
7.	<u>Estrada Land Planning</u>	225 Broadway, Suite 1160 San Diego, CA 92101 619-236-0143	MBE WBE DBE
8.	<u>Far East Landscape and Maintenance Inc.</u>	27118 Colebrook Pl. Valencia, CA 91354 661-297-0918	MBE DBE
9.	<u>FHY Systems, LLC dba imagescape360</u>	7538 Midfield Ave Los Angeles, CA 90045 3102167756	MBE DBE VSBE (Harbor) LBE (Harbor)

NO.	COMPANY	ADDRESS	CERTIFICATIONS
19.	<u>Mia Lehrer + Associates</u>	185 S Myers St Los Angeles, CA 90033 213-384-3844	MBE WBE DBE LBE (LA) LBE (Harbor)
20.	<u>Office of the Designed Landscape</u>	1131 Superba Avenue Venice, CA 90291 213 364 7397	WBE DBE SLB SBE (LA) LBE (LA) LBE (Harbor)
21.	<u>Olin Partnership, LTD.</u>	5900 Wilshire Blvd., Suite 401 LOS ANGELES, CA 90036 323-387-3598	WBE
22.	<u>Pamela Burton & Company</u>	1430 Olympic Boulevard Santa Monica, CA 90404 310-828-6373	WBE SBE (LA) LBE (LA)
23.	<u>Patricia Smith, ASLA, AICP</u>	4206 Holly Knoll Drive Los Angeles, CA 90027 323-665-1940	WBE LBE (LA)
24.	<u>SCA-LARC</u>	110 S Swall Dr # 302 Los Angeles, CA 90048 424-777-0749	MBE DBE SLB EBE SBE (LA) LBE (LA) LBE (Harbor)
25.	<u>SO CAL TREE CARE INC.</u>	375 North Hale Avenue Escondido, CA 92029 760-7476225	MBE DBE
26.	<u>Tatsumi and Partners, Inc.</u>	49 Discovery #120 Irvine, CA 92618 949-453-9901	MBE DBE SBE (LA)
27.	<u>Withers & Sandgren, Ltd.</u>	PO Box 276 Montrose, CA 91021 818-291-0200	WBE LBE (Harbor)
28.	<u>yael ir landscape architects</u>	1010 Sycamore AVE Unit 313 South Pasadena., CA 91030 323-258-5222	WBE

Contractor's License Detail for License # 982517

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Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

PRINCIPLES CONTRACTING INC
1760 MARLBOROUGH AVENUE
RIVERSIDE, CA 92507
Business Phone Number:(951) 367-0770

Entity Corporation
Issue Date 04/05/2013
Expire Date 04/30/2017

License Status

This license is current and active

All information below should be reviewed.

Additional Status

PENDING DISCIPLINARY ACTION

Disciplinary action is pending against this licensee in the form of an accusation. For further information, please call the Case Management Office in your area: (916) 255-4041 Northern California or (562) 345-7656 Southern California.

Classifications

B - GENERAL BUILDING CONTRACTOR
C27 - LANDSCAPING
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with STATE NATIONAL INSURANCE COMPANY INC.
Bond Number: SSI02707
Bond Amount: \$15,000
Effective Date: 07/16/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JEFFREY ROSS SIGNOR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/16/2015

BQI's Bond History

The qualifying individual DEAUDRA SAILE BARKER-SIGNOR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/18/2015

[Home](#) | [Online Services](#) | [License Detail](#) | Personnel List

Contractor's License Detail (Personnel List)

Contractor License # 982517

Contractor Name PRINCIPLES CONTRACTING INC

Click on the person's name to see a more detailed page of information on that person

Personnel Currently Associated with License

Name [JEFFREY ROSS SIGNOR](#)

Title RMO

Association Date 04/05/2013

Classification A

Additional Classification [There are additional classifications that can be viewed by selecting this link.](#)

Name [DEAUDRA SAILE BARKER-SIGNOR](#)

Title RMO / CEO / PRES

Association Date 03/07/2014

Classification B

Additional Classification [There are additional classifications that can be viewed by selecting this link.](#)

Contractor's License Detail for License # 788668

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

PUB CONSTRUCTION INC
23545 PALOMINO DR #104
DIAMOND BAR, CA 91765
Business Phone Number:(909) 455-0187

Entity Corporation
Issue Date 12/13/2000
Expire Date **12/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

Classifications

- C33 - PAINTING AND DECORATING
- B - GENERAL BUILDING CONTRACTOR
- C54 - TILE (CERAMIC AND MOSAIC)
- C15 - FLOORING AND FLOOR COVERING
- A - GENERAL ENGINEERING CONTRACTOR
- C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.
Bond Number: 04WB004912
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual CHRIS CHAE YONG YI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/07/2009

[BQI's Bond History](#)

This license filed Bond of Qualifying Individual number 100213567 for PAUL SHEENE in the amount of \$12,500 with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Effective Date: 01/14/2013

This license filed Bond of Qualifying Individual number 100302039 for ISAAC BRADY WILSON in the amount of \$12,500 with

Run Date: 09/29/2016 12:00:12PM

City of Los Angeles
Office of Finance - LATAX
General Taxpayer Information

PUB CONSTRUCTION INC

REG STATES REG CREATE DATE MASTER MAILING ADDRESS
Full

LOCATION ACCOUNTS	LOCATION ADDRESS	MAILING ADDRESS	Primary NAICS	Secondary NAICS	LOCATION DBA	LOCTN START DATE	LOCTN END DATE	IN CITY Y/N	ENFORCEMENT COUNCIL EMPOWEMENT
0000733031-0001-3	23441 GOLDEN SPRINGS DRIVE #104 DIAMOND BAR, CA 91765-2030		238900			01/18/2003		N	No Zone No Zone

REG OR DISCONTINUED	REG OR DISCONTINUED DATE	REG OR DISCONTINUED REASON	REG OR DISCONTINUED BY	REG OR DISCONTINUED DATE	REG OR DISCONTINUED BY	REG OR DISCONTINUED DATE	REG OR DISCONTINUED BY
L188	Contractor	Active		01/18/2003			
L388	Contractor - Outside L A	Cancelled		01/18/2003		11/01/2004	

***** END OF REPORT *****



State of California

Department of Industrial Relations

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[Home](#) | [Labor Law](#) | [Cal/OSHA - Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)

Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

1000005407 Contractor Details

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

PUB CONSTRUCTION, INC.

Legal Entity Type

CORPORATION

Trade Name

GENERAL CONTRACTOR

License Number(s)

CSLB :788668

Mailing Address

23545 PALOMINO DRIVE #104

DIAMOND BAR, CA 91765

Physical Address

23545 PALOMINO DRIVE #104

DIAMOND BAR, CA 91765

Email Address

BIDDING@PUBCONSTRUCTION.COM

Search
One
Detail
View

1017
101

EXHIBIT B

**5-DAY LETTER TO PRINCIPLES
CONTRACTING, INC. &
NOTIFICATION TO A.W.I.
BUILDERS, INC.**

BOARD OF PUBLIC WORKS
MEMBERS

KEVIN JAMES
PRESIDENT

HEATHER MARIE REPENNING
VICE PRESIDENT

MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JOEL F. JACINTO
COMMISSIONER.

VACANT
COMMISSIONER

FERNANDO CAMPOS
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director
BUREAU OF
CONTRACT ADMINISTRATION

1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

CERTIFIED MAIL
October 4, 2016

Principles Contracting, Inc.
Attention: Jeffrey Ross Signor
1760 Marlborough Avenue
Riverside, CA 92507

Dear Mr. Signor:

**GAFFEY STREET POOL - (POOL AND NEW BATHHOUSE) RESTORATION
PROJECT (PRJ20726) W.O. E1907453**

In a letter received by this office on September 28, 2016, **A.W.I. Builders, Inc. (A.W.I.)**, the prime contractor on the above referenced project, requested approval to substitute your company as the landscape and irrigation subcontractor for this project. According to **A.W.I.**, your company has been non-responsive to their attempts to contact you and this substitution is necessary to prevent further delays.

You have five (5) working days to file a written objection to this substitution with this office. If no such objection is filed, the substitution will be recommended for approval to the Board of Public Works.

If you have any questions please contact Arturo Gomez at (213) 847-2409.

Sincerely,

JOHN L. REAMER, JR.
Inspector of Public Works
By

CHRIS SMITH, Chief Construction Inspector
General Services Division

AG:bes
ProjCoor\gaffeypoolPrincipals5Day.ltr
cc: Armando Bencomo, Dept. of Recreation & Parks, MS 625/15



BOARD OF PUBLIC WORKS
MEMBERS

KEVIN JAMES
PRESIDENT

HEATHER MARIE REPENNING
VICE PRESIDENT

MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JOEL F. JACINTO
COMMISSIONER

VACANT
COMMISSIONER

FERNANDO CAMPOS
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director
BUREAU OF
CONTRACT ADMINISTRATION

1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

October 4, 2016

A.W.I. Builders, Inc.
Attention: Robert Mekikyan
1027 Sherlock Drive
Burbank, CA 91501

Dear Mr. Mekikyan:

**GAFFEY STREET POOL – (POOL AND NEW BATHHOUSE) RESTORATION
PROJECT (PRJ20726) W.O. E1907453**

In response to your written request received September 28, 2016, **Principles Contracting, Inc.** has been notified by certified mail of your intention to substitute them on the above referenced project. They have five (5) working days from the receipt of the letter to file a written objection to this substitution with this office. If no objection is filed, the substitution will be recommended for approval to the Board of Public Works.

If you have any questions please contact Arturo Gomez at (213) 847-2409.

Sincerely,

JOHN L. REAMER, JR.
Inspector of Public Works
By

CHRIS SMITH, Chief Construction Inspector
General Services Division

AG:bes

ProjCoor\gaffeypoolAW\Principles5day.ltr

cc: Armando Bencomo, Dept. of Recreation & Parks, MS 625/15



EXHIBIT C

PRINCIPLES CONTRACTING,
INC. EMAIL CONTESTING
SUBSTITUTION



George Espindola <george.espindola@lacity.org>

Fwd: substitution project # prj0726

1 message

Walter Bradley <walter.bradley@lacity.org>

Fri, Oct 14, 2016 at 7:48 AM

To: Chris Smith <chris.l.smith@lacity.org>, George Espindola <george.espindola@lacity.org>

Did we approve a substitution that is now being disputed by the original sub ?

Sent from my iPhone

Begin forwarded message:

From: John Reamer <john.reamer@lacity.org>

Date: October 14, 2016 at 7:18:09 AM PDT

To: "chris.l.smith@lacity.org" <chris.l.smith@lacity.org>

Cc: Walter Bradley <walter.bradley@lacity.org>

Subject: Re: substitution project # prj0726

???

JLR

Inspector of Public Works

Bureau of Contract Administration

Sent from my iPhone

On Oct 14, 2016, at 6:38 AM, Jeff Signor <jeff@principlescontracting.com> wrote:

Chris Smith

In response to your letter dated 10/4/2016

We disagree with AWI position to substitute Principles Contracting on this project as we have always been in communication with AWI for this project and several others that we are working on. In addition we have never received a contract from AWI.

Jeff Signor

EXHIBIT D

NOTIFICATION OF OBJECTION
TO PRINCIPLES CONTRACTING,
INC. & A.W.I. BUILDERS, INC.

BOARD OF PUBLIC WORKS
MEMBERS

KEVIN JAMES
PRESIDENT

HEATHER MARIE REPENNING
VICE PRESIDENT

MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JOEL F. JACINTO
COMMISSIONER

VACANT
COMMISSIONER

FERNANDO CAMPOS
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director
BUREAU OF
CONTRACT ADMINISTRATION
1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

CERTIFIED MAIL

A.W.I. Builders, Inc.
Attention: Robert Mekikyan
1027 Sherlock Drive
Burbank, CA 91501

October 14, 2016

Dear Mr. Mekikyan:

**GAFFEY STREET POOL – (POOL AND NEW BATHHOUSE) RESTORATION
PROJECT (PRJ20726) W.O. E1907453**

In correspondence received by this office on October 14, 2016, **Principles Contracting, Inc.** has officially objected to your request to substitute them as the landscape and irrigation subcontractor for the above referenced project. You will be advised of the date and time of a hearing with a Board of Recreation and Parks Commissioner to resolve this matter.

If you have any questions please contact Arturo Gomez at (213) 847-2409.

Sincerely,

JOHN L. REAMER, JR.
Inspector of Public Works
By

CHRIS SMITH, Chief Construction Inspector
General Services Division

AG:bes
ProjCoord/gaffeypoolPrincipalsobjectiontoAWIltr
cc: Armando Bencomo, Dept. of Recreation & Parks, MS 625/15



BOARD OF PUBLIC WORKS
MEMBERS

KEVIN JAMES
PRESIDENT

HEATHER MARIE REPENNING
VICE PRESIDENT

MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JOEL F. JACINTO
COMMISSIONER

VACANT
COMMISSIONER

FERNANDO CAMPOS
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

BUREAU OF
CONTRACT ADMINISTRATION

1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

CERTIFIED MAIL

October 14, 2016

Principles Contracting, Inc.
Attention: Jeffrey Ross Signor
1760 Marlborough Avenue
Riverside, CA 92507

Dear Mr. Signor:

**GAFFEY STREET POOL - (POOL AND NEW BATHHOUSE) RESTORATION
PROJECT (PRJ20726)** **W.O. E1907453**

This office has received your objection to the proposal submitted by **A.W.I. Builders, Inc.** to substitute your company as the landscape and irrigation subcontractor for the above reference project. You will be advised of the date and time of a hearing with a Board of Recreation and Parks Commissioner to resolve this matter.

If you have any questions please contact Arturo Gomez at (213) 847-2409.

Sincerely,

JOHN L. REAMER, JR.
Inspector of Public Works

By

CHRIS SMITH, Chief Construction Inspector
General Services Division

AG:bes

ProjCoord\gaFFEYpoolPrincipalsobjection.ltr

cc: Armando Bencomo, Dept. of Recreation & Parks, MS 625/15



EXHIBIT E

A.W.I.'S RESPONSE WITH SUPPORTING DOCUMENTATION



A. W. I. BUILDERS, INC.

1027 Sherlock Drive, Burbank Ca. 91501
Tel No. (562) 948-1133; Fax No. (562) 948-1177
CSLB #818478

11/07/2016

Sent via Electronic Mail: arturo.gomez@lacity.org Original letter will be provided via Certified Mail

City of Los Angeles
John L. Reamer, Jr.
Inspector of Public Works
1149 S. Broadway, Suite 300
Los Angeles, California 90015
Attn: Chris Smith, Chief Construction Inspector
Bureau of Contract Administration

Project: Gaffey Street Pool (Pool and New Bathhouse Restoration)
Work Order # E1907453, (PRJ20726)

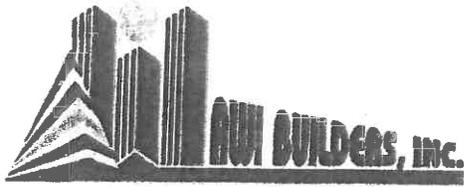
Subject: AWI Builders Inc, Explanation and Necessity for substituting Landscape subcontractor "Principles Contracting Inc."

Attn: Board of Recreation and Parks Commissioners

Dear Madam/Sir

AWI Builders Inc., has no choice but to substitute "Principal Contracting Inc." with "Pub Construction" since project schedule can't be delayed. The substitution is necessary due to the unforeseen issues as follows:

1. Principles Contracting Inc. Subcontractor have not signed the "Letter of Intent" (see attached).
2. Principles Contracting Inc. Subcontractor refused to perform as per provided proposal stated timeline, and held the proposal amount to expire in order to increase the price.
3. On several occasions AWI requested submittals, that were never been provided.
4. On 09/20/2016, AWI Builders Inc. requested "Withdrawal letter" from Principles Contracting Inc., (via registered mail, see attached), that was not accepted & was returned undelivered.



Phone: (562)948-1133
Fax: (562)948-1177
awibuilders@sbcglobal.net

July 27, 2015

LETTER OF INTENT

The undersigned subcontractor **PRINCIPLES CONTRACTING, INC.** and **AWI BUILDERS, INC.** mutually agree to enter into a subcontract for the **GAFFEY STREET POOL & NEW BATH-HOUSE RESTORATION** project. The subcontractor intends to enter into a contract with **AWI BUILDERS, INC.** to provide **LANDSCAPE** per **Plans Sheets L600, L603, L700 & L701 & Specifications Section**, for the Gaffey Street Pool & New Bathhouse Restoration project, in the sum of: **\$185,000.00 (One Hundred Eighty Five Thousand and 00/100)**. All Bids plus Addendums are hereby acknowledged by the Subcontractor. All work to be performed shall meet the approval of the **City of Los Angeles - Department of Recreation & Parks**, and must be in accordance to the **Plans & Specifications**.

SCOPE OF WORK:

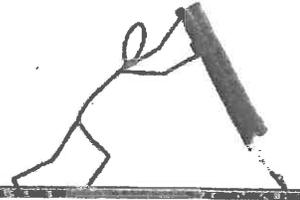
SUB-GRADE DELIVERED TO PRINCIPLES CONTRACTING AT +/- .10' AT ALL LANDSCAPE AREAS, ALL SUB GRADE DELIVERED TO PRINCIPLES CONTRACTING WITH NO ROCKS LARGER THAN 1" DIA. OR DELETERIOUS MATERIALS IN TOP 12", NO DEMO OF HARDSCAPE OR SOFTSCAPE, BID BASED ON USING EXISTING TOPSOIL, WEED KILL INCLUDED, 90 DAY MAINTENANCE INCLUDED, PREVAILING WAGE JOB.

Contract Requirements:

- a.) *The subcontractor will submit all required drawings for submittal within 7 days of the execution of the letter of intent.*
- b.) *The subcontractor will provide within 5 days of the execution of this Letter of Intent, all Insurance Certificates. Refer to attached Insurance Requirements sheet for more details.*
- c.) *Includes Addendum(s)*
- d.) *This is a prevailing wage job.*
- e.) *Subcontractor shall submit job breakdown (schedule of value) in an AIA G703 template along with signed Letter of Intent*
- f.) *The subcontractor has received the complete Plans, Specifications & Addendums, either electronically or in the format of PDF provided by a CD.*

Gaffey Street Pool & New Bathhouse Restoration Project
3351 South Gaffey Street, San Pedro, Ca. 90731
#E1907453

Principles Contracting, Inc.



1760 Marlborough Ave, Riverside, CA 92507
(951) 367-0770 Fax (951) 779-1064
General Engineering
License # 982517 A, B, C-27

BID PROPOSAL

PRINCIPLES CONTRACTING, INC. FORMALLY SUBMITS THIS PROPOSAL FOR THE FOLLOWING PROJECT:

PROJECT: GAFFEY STREET POOL AND BATHHOUSE RESTORATION
LOCATION: 3351 GAFFEY STREET, SAN PEDRO, CA 90731
BID DATE: 08/26/2014 @ 2PM
ESTIMATOR: EDDIE BARKER

BID PRICE: \$185,000.00
ALTERNATE (\$10,860.00)

BASED ON PLAN SHEETS

L600 – L603, L-700 – L701

ADDENDUMS NOTES =

NOTES: BOND AVAILABLE AT 2 % SUB-GRADE DELIVERED TO PRINCIPLES CONTRACTING AT +/- .10' AT ALL LANDSCAPE AREAS, ALL SUB GRADE DELIVERED TO PRINCIPLES CONTRACTING WITH NO ROCKS LARGER THAN 1" DIA. OR DELETERIOUS MATERIALS IN TOP 12", NO DEMO OF HARDSCAPE OR SOFTSCAPE, BID BASED ON USING EXISTING TOPSOIL, WEED KILL INCLUDED, 90 DAY MAINTENANCE INCLUDED, PREVAILING WAGE JOB

EXCLUSIONS: IMPORT/EXPORT OF SOIL, HAUL OF OFF SPOILS, BASE MATERIAL UNLESS LISTED IN SCOPE ITEMS, CONSTRUCTION WATER, PERMITS, FEES, REMOVAL OF ROCKS OR SCREENING, SCARIFICATION BELOW 6", CONCRETE TOPSOIL, WEED ABATEMENT, ANY ITEM NOT SPECIFICALLY MENTIONED, SITE FURNISHINGS, WATER METER, NO DEMO ITEMS PER SHEET C012 #2, #3,, #4 OR #5, NO POT HOLE "P"

Principles Contracting, Inc
A/B/C-27 – 982517
EMAIL: Eddie@principlescontracting.com
Phone: (951) 367-0770 Fax: (951) 779-1064
1760 Marlborough Ave., Riverside, CA 92507

PRINCIPLES CONTRACTING, Inc
1760 Marlborough Ave.
Riverside, CA 92507
Ph. 951 367-0770, Fax 951 779-1064
LICENSE # 982517

September 12, 2016

AWI Builders, Inc.
1027 Sherlock Drive
Burbank, CA. 91501

Sub: Request for Withdrawal

Re: Gaffey Street Pool (Pool and Bath house Renovation)
WO #E1907453

Attn: Robert Mekikyan

We regretfully inform you that due to the economic circumstances surrounding our company we are unable to supply the manpower to perform Landscaping work for the Gaffey Street Pool House Project. We apologize for any inconvenience this has imposed and look forward to working with you in the near future when our company is in the financial position to do so.

Please do not hesitate to contact me should you have any additional questions or concerns.

Thank you,

Jeff Signor
Authorized Representative
Principles Contracting, Inc

*A.W.I.
Generated
this letter of
withdrawal.
Ag.*

Jeff can you please send me a withdraw letter for Gaffey project, I need to get that job going
We can't wait anymore for the job submittals and other paperwork, project coming a head real fast

AWI Builders Inc
7831 Paramount Bl.
Pico Rivera Ca. 90660
Robert Mekikyan
562.948 1133 office
818 442 7576 cell



This email has been checked for viruses by Avast antivirus software.
www.avast.com

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2015.0.6201 / Virus Database: 4649/13004 - Release Date: 09/12/16



This email has been checked for viruses by Avast antivirus software.
www.avast.com

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2015.0.6201 / Virus Database: 4656/13017 - Release Date: 09/14/16

1 KAMALA D. HARRIS
Attorney General of California
2 LINDA K. SCHNEIDER
Senior Assistant Attorney General
3 JAMES M. LEDAKIS
Supervising Deputy Attorney General
4 State Bar No. 132645
600 West Broadway, Suite 1800
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2105
7 Facsimile: (619) 645-2061
Attorneys for Complainant

8
9 **BEFORE THE**
REGISTRAR OF CONTRACTORS
10 **CONTRACTORS' STATE LICENSE BOARD**
DEPARTMENT OF CONSUMER AFFAIRS
11 **STATE OF CALIFORNIA**

12 **In the Matter of the Accusation Against:**

Case No. N2015-323

13 **PRINCIPLES CONTRACTING INC.**
1760 Marlborough Avenue
14 Riverside, CA 92507

ACCUSATION

15 **JEFFREY ROSS SIGNOR, RMO**
16 **DEAUDRA SAILE BARKER-SIGNOR, RMO**

17 Contractor's License No. 982517, A, B, C27

18 **Respondents.**

19 Complainant alleges:

20 **PARTIES**

21 1. Wood Robinson (Complainant) brings this Accusation solely in his official capacity
22 as the Enforcement Supervisor I of the Contractors' State License Board (Board), Department of
23 Consumer Affairs.

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13. Code section 7121.5 states:

Any person who was the qualifying individual on a revoked license, or of a license under suspension, or of a license that was not renewed while it was under suspension, shall be prohibited from serving as an officer, director, associate, partner, or qualifying individual of a licensee, whether or not the individual had knowledge of or participated in the prohibited acts or omissions for which the license was revoked, or suspended, and the employment, election, or association of such person by a licensee shall constitute grounds for disciplinary action.

14. Code section 7122.5 states:

The performance by any individual, partnership, corporation, firm, or association of any act or omission constituting a cause for disciplinary action, likewise constitutes a cause for disciplinary action against any licensee who at the time such act or omission occurred was the responsible managing employee, qualifying partner, responsible managing officer, or qualifying member of such individual, partnership, corporation, firm, or association, whether or not he had knowledge of or participated in the prohibited act or omission."

STATUTORY PROVISIONS

15. Section 7112 of the Code states that "[o]mission or misrepresentation of a material fact by an applicant or a licensee in obtaining, or renewing a license, or in adding a classification to an existing license constitutes a cause for disciplinary action."

COSTS

16. Section 125.3 of the Code provides, in pertinent part, that the Board may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case, with failure of the licentiate to comply subjecting the license to not being renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be included in a stipulated settlement.

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1 21. At the time Respondent signed the application, the following unsatisfied civil lawsuits
2 against Nature Tech Landscaping Inc. were pending in the Riverside County Superior Court:⁴

3 *Truck Insurance Exchange vs. Nature Tech Landscaping Inc.*; Complaint for Breach
4 of Contract-Over \$25,000; Case No. RIC1412259; filed December 17, 2014.

5 *Leinco Enterprises vs. Nature Tech Landscaping Inc.*; Complaint for Damages over
6 \$10,000 and Under \$25,000; Case No. RIC1407758; filed August 5, 2014.

7 *North American Specialty Insurance vs. Nature Tech Landscaping Inc.*; Complaint for
8 Damages under \$10,000; Case No. RIC1401838; filed February 25, 2014.

9 *Teletract Inc. vs. Nature Tech Landscaping Inc.*; Complaint for Collection under
10 \$10,000; Case No. RIC131001; filed August 28, 2013.

11 **CAUSE FOR DISCIPLINE**

12 **(Willful or Fraudulent Act)**

13 22. Respondent is subject to disciplinary action under Code section 7112, in that on
14 February 27, 2015, Respondent committed a willful and fraudulent act when he signed an
15 Application for Replacing the Qualifying Individual for CSLB License No. 982517, and under
16 penalty of perjury certified that all statements, answers, and representations made on the
17 application, were true and accurate, when in fact they were not, as is more fully detailed at
18 paragraphs 17-21, which are incorporated here by reference.

19 **OTHER MATTERS**

20 23. Pursuant to Code sections 7097 and 7098, if Contractor's License Number 982517
21 issued to Principles Contracting Inc. is suspended or revoked by decision of the Registrar, then
22 the Registrar may suspend or revoke without notice, any other license issued in the name of
23 Jeffrey Ross Signor and/or Deaudra Saile Barker-Signor, or for which Jeffrey Ross Signor and/or
24 Deaudra Saile Barker-Signor has furnished the qualifying experience and appearance.

25
26 ⁴ Respondents Jeffrey Ross Signor disassociated from Nature Tech Landscaping Inc. on
27 April 11, 2014, and Deaudra Saile Barker-Signor disassociated on November 25, 2013. The
28 lawsuits were filed based on unpaid debts that occurred while Respondents were associated as
RMO with Nature Tech Landscaping Inc.

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5. Ordering Principles Contracting Inc., Jeffrey Ross Signor to provide the Registrar with a listing of all contracting projects in progress and the anticipated completion date of each;

6. Taking such other and further action as deemed necessary and proper.

DATED: 4/18/16 

for WOOD ROBINSON
Enforcement Supervisor I
Contractors' State License Board
Department of Consumer Affairs
State of California
Complainant

FILED

APR 18 2016

SD2016800109
81302000.docx **CSLB DSS**

Contractor's Bond

This license filed a Contractor's Bond with STATE NATIONAL INSURANCE COMPANY INC.

Bond Number: SSI02707

Bond Amount: \$15,000

Effective Date: 07/16/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JEFFREY ROSS SIGNOR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/16/2015

BQI's Bond History

The qualifying individual DEAUDRA SAILE BARKER-SIGNOR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/18/2015

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the FALLS LAKE FIRE AND CASUALTY COMPANY

Policy Number: FLA000655

Effective Date: 07/31/2016

Expire Date: 07/31/2017

Workers' Compensation History



California
LEGISLATIVE INFORMATION

Code: Select Code v Section: Search

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BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 3. PROFESSIONS AND VOCATIONS GENERALLY [5000 - 9998.11] (*Heading of Division 3 added by Stats. 1939, Ch. 30.*)

CHAPTER 9. Contractors [7000 - 7191] (*Chapter 9 added by Stats. 1939, Ch. 37.*)

ARTICLE 7. Disciplinary Proceedings [7090 - 7124.6] (*Article 7 added by Stats. 1939, Ch. 37.*)

7124.6. (a) The registrar shall make available to members of the public the date, nature, and status of all complaints on file against a licensee that do either of the following:

(1) Have been referred for accusation.

(2) Have been referred for investigation after a determination by board enforcement staff that a probable violation has occurred, and have been reviewed by a supervisor, and regard allegations that if proven would present a risk of harm to the public and would be appropriate for suspension or revocation of the contractor's license or criminal prosecution.

(b) The board shall create a disclaimer that shall accompany the disclosure of a complaint that shall state that the complaint is an allegation. The disclaimer may also contain any other information the board determines would be relevant to a person evaluating the complaint.

(c) A complaint resolved in favor of the contractor shall not be subject to disclosure.

(d) Except as described in subdivision (e), the registrar shall make available to members of the public the date, nature, and disposition of all legal actions.

(e) Disclosure of legal actions shall be limited as follows:

(1) Citations shall be disclosed from the date of issuance and for five years after the date of compliance if no additional disciplinary actions have been filed against the licensee during the five-year period. If additional disciplinary actions were filed against the licensee during the five-year period, all disciplinary actions shall be disclosed for as long as the most recent disciplinary action is subject to disclosure under this section. At the end of the specified time period, those citations shall no longer be disclosed.

(2) Accusations that result in suspension, stayed suspension, or stayed revocation of the contractor's license shall be disclosed from the date the accusation is filed and for seven years after the accusation has been settled, including the terms and conditions of probation if no additional disciplinary actions have been filed against the licensee during the seven-year period. If additional disciplinary actions were filed against the licensee during the seven-year period, all disciplinary actions shall be posted for as long as the most recent disciplinary action is subject to disclosure under this section. At the end of the specified time period, those accusations shall no longer be disclosed.

(3) All revocations that are not stayed shall be disclosed indefinitely from the effective date of the revocation.

(Amended by Stats. 2003, Ch. 607, Sec. 34. Effective January 1, 2004.)

EXHIBIT F

PRINCIPLES RESPONSE WITH SUPPORTING DOCUMENTATION



Arturo Gomez <arturo.gomez@lacity.org>

E1907453- GAFFEY POOL SUBSTITUTION PROTEST

messages

Arturo Gomez <arturo.gomez@lacity.org>
To: jeff@principlescontracting.com
Cc: George Espindola <george.espindola@lacity.org>

Thu, Nov 10, 2016 at 10:44 AM

Good Morning Mr. Signor,

A mediation will be set with **A.W.I. Builders** and **Principles Contracting, Inc. (Principles)** with the Board of Recreation and Parks Commissioners. At this point, I need your company to provide our office with supporting reasons and documentation of why you are protesting this substitution within 5 business days from this email. We will also ask **A.W.I. Builders** to provide their proof and supporting documentation as to why they are requesting to substitute your company on the above referenced project.

If you have any questions regarding this matter, please feel free to email me, or telephone me at the number listed below.

Thank-you,

Arturo Gomez

Subcontractor Approval Group

Bureau of Contract Administration

213-847-2409

Jeff Signor <jeff@principlescontracting.com>
To: Arturo Gomez <arturo.gomez@lacity.org>
Cc: George Espindola <george.espindola@lacity.org>

Wed, Nov 16, 2016 at 7:08 AM

Arturo

Principles Contracting Inc. is not in agreement with AWI'S proposed substitution for the following reasons.

1) AWI'S statement that PCI has been non-responsive to attempts to contact us is not accurate as PCI has worked on two additional projects during the last two years which requires

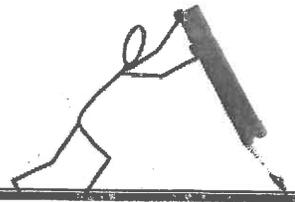
communication between both parties.

2) PCI'S quote to AWI was on 8/26/2014 and as of today PCI has not received a contract.

3) AWI has not meet the requirement to substitute per the specifications and PCC 4107.

Jeff Signor

Principles Contracting, Inc.



1760 Marlborough Ave, Riverside, CA 92507

(951) 367-0770 Fax (951) 779-1064

General Engineering

License # 982517 A, B, C-27

BID PROPOSAL

PRINCIPLES CONTRACTING, INC. FORMALLY SUBMITS THIS PROPOSAL FOR THE FOLLOWING PROJECT:

PROJECT: GAFFEY STREET POOL AND BATHHOUSE RESTORATION
LOCATION: 3351 GAFFEY STREET, SAN PEDRO, CA 90731
BID DATE: 08/26/2014 @ 2PM
ESTIMATOR: EDDIE BARKER

BID PRICE: \$185,000.00
ALTERNATE (\$10,860.00)

BASED ON PLAN SHEETS

L600 - L603, L-700 - L701

ADDENDUMS NOTES =

NOTES: BOND AVAILABLE AT 2 % SUB-GRADE DELIVERED TO PRINCIPLES CONTRACTING AT +/- .10' AT ALL LANDSCAPE AREAS, ALL SUB GRADE DELIVERED TO PRINCIPLES CONTRACTING WITH NO ROCKS LARGER THAN 1" DIA. OR DELETERIOUS MATERIALS IN TOP 12", NO DEMO OF HARDSCAPE OR SOFTSCAPE, BID BASED ON USING EXISTING TOPSOIL, WEED KILL INCLUDED, 90 DAY MAINTENANCE INCLUDED, PREVAILING WAGE JOB

EXCLUSIONS: IMPORT/EXPORT OF SOIL, HAUL OF OFF SPOILS, BASE MATERIAL UNLESS LISTED IN SCOPE ITEMS, CONSTRUCTION WATER, PERMITS, FEES, REMOVAL OF ROCKS OR SCREENING, SCARIFICATION BELOW 6", CONCRETE TOPSOIL, WEED ABATEMENT, ANY ITEM NOT SPECIFICALLY MENTIONED, SITE FURNISHINGS, WATER METER, NO DEMO ITEMS PER SHEET C012 #2, #3, #4 OR #5, NO POT HOLE "P"

Principles Contracting, Inc
A/B/C-27 - 982517
EMAIL: Eddie@principlescontracting.com
Phone: (951) 367-0770 Fax: (951) 779-1064
1760 Marlborough Ave., Riverside, CA 92507

G. Subcontractor Substitution

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

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

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

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

There shall be no decrease in dollar value of Work to be performed by Subcontractor(s) approved as a substitute for any Subcontractor, whether Bid-listed or approved after the original date of Bid opening, without a change in scope of the Work to be performed by the originally Bid-listed or approved Subcontractor. Written evidence of a change of scope must be provided by the Engineer prior to approval of a change in dollar value of a Subcontractor either Bid-listed or approved after the original date of Bid opening.

1. A Contractor whose Bid is accepted may not:
- A. Reduce the dollar amount of any subcontractor without the written approval of the Awarding Authority or its designee.
 - B. Substitute any person as Subcontractor in place of a subcontractor listed in the original bid or approved to work on the project after award, except that the Awarding Authority or its designee, may consent to the substitution of another subcontractor for one of the following situations:
 - a. When the subcontractor listed in the original bid or proposal or approved after award after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based on the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the contractor.
 - b. When the subcontractor becomes bankrupt or insolvent.
 - c. When the subcontractor fails or refuses to perform its subcontract.
 - d. When the subcontractor fails or refuses to meet the bond requirements of the contractor.
 - e. When the contractor demonstrates to the Awarding Authority or its designee's satisfaction that the name of the subcontractor was listed as the result of an inadvertent clerical error.

- f. When the subcontractor is not licensed pursuant to the State of California Contractor's License Law to perform the work designated.
 - g. When the subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).
 - h. When the Awarding Authority or its designee concurs with the contractor that the work being performed by the subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the subcontractor is delaying or disrupting progress of the work.
 - i. When the subcontractor fails to submit an Affirmative Action Plan acceptable to the Awarding Authority.
 - j. When the Awarding Authority determines the subcontractor is not a responsible contractor.
- C. Permit a subcontract to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid or approved to perform that portion of work after award, without the consent of the Awarding Authority or its designee.
- D. Other than in the performance of Change Orders causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of 1 half of 1 percent of the contractor's total original bid as to which its original bid did not designate a subcontractor.
2. A request for substitution of any Subcontractor, whether Bid-listed or not, must be made in writing to the Awarding Authority or its designee, and must include letter(s) of explanations to the reason for the requested substitution.
3. The Contractor shall conduct a BIP Outreach prior to requesting any Subcontractor substitution, regardless of the status (MBE, WBE, SBE, EBE, DVBE, OBE) of the Subcontractor being substituted for.
- A. The Contractor shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subcontracting work is available, and document the following for submittal to the Awarding Authority or its designee along with all other required documentation:
- a. The name of the company contacted, the contact person, telephone number, date and time of contact.
 - b. Response for each item of work that was solicited, including dollar amount(s).
 - c. Reason for selection or rejection of each sub-bid prospect.
 - d. In the event the Contractor is unable to find certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE and/or OBE sub-bid prospects (first from the BIP Outreach Summary Sheet, then from other outreach methods) for

**BOARD OF PUBLIC WORKS
MEMBERS**

**KEVIN JAMES
PRESIDENT**

**HEATHER MARIE REPENNING
VICE PRESIDENT**

**MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE**

**JOEL F. JACINTO
COMMISSIONER.**

**VACANT
COMMISSIONER**

**FERNANDO CAMPOS
EXECUTIVE OFFICER**

**CITY OF LOS ANGELES
CALIFORNIA**



**ERIC GARCETTI
MAYOR**

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director
**BUREAU OF
CONTRACT ADMINISTRATION**
1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1822
<http://bca.lacity.org>

Principles Contracting, Inc.
Attention: Jeffrey Ross Signor
1760 Marlborough Avenue
Riverside, CA 92507

CERTIFIED MAIL
October 4, 2016

Dear Mr. Signor:

**GAFFEY STREET POOL - (POOL AND NEW BATHHOUSE) RESTORATION
PROJECT (PRJ20726)** **W.O. E1907453**

In a letter received by this office on September 28, 2016, A.W.I. Builders, Inc. (A.W.I.), the prime contractor on the above referenced project, requested approval to substitute your company as the landscape and irrigation subcontractor for this project. According to A.W.I., your company has been non-responsive to their attempts to contact you and this substitution is necessary to prevent further delays.

You have five (5) working days to file a written objection to this substitution with this office. If no such objection is filed, the substitution will be recommended for approval to the Board of Public Works.

If you have any questions please contact Arturo Gomez at (213) 847-2409.

Sincerely,

JOHN L. REAMER, JR.
Inspector of Public Works
By

CHRIS SMITH, Chief Construction Inspector
General Services Division

AG:bes
ProjCoordGaffeyPoolPrincipals5Day.ltr
cc: Armando Bencomo, Dept. of Recreation & Parks, MS 625/15



EXHIBIT G

GAFFEY STREET POOL
(E1907453) - AWARD REPORT &
SCHEDULE A

APPROVED
DEC 10 2014

REPORT OF GENERAL MANAGER

NO. 14-318

DATE December 10, 2014

**BOARD OF RECREATION
and PARK COMMISSIONERS**

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GAFFEY STREET POOL - (POOL & NEW BATHHOUSE) RESTORATION
(PRJ20726) (W.O. #E1907453) PROJECT - REVIEW OF BIDS AND AWARD OF
CONTRACT

R. Adams _____ V. Israel _____
*R. Barajas CSB K. Regan _____
H. Fujita _____ N. Williams _____


General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Find AWI Builders, Inc., with a base bid of \$6,800,000.00, to be the lowest responsive and responsible bidder for the Gaffey Street Pool - (Pool & New Bathhouse) Restoration (PRJ20726) (W.O. #E1907453) project;
2. Award the contract to AWI Builders, Inc., for a total award amount of \$6,800,000.00, all according to the plans and specifications;
3. Authorize the Department's Chief Accounting Employee to encumber funds, in the amount of \$6,800,000.00, from the following fund and account numbers, under the awarding authority of this Board Report;

<u>FUNDING SOURCE</u>	<u>FUND/DEPT/ACCT. NO.</u>	<u>ENCUMBRANCE AMOUNT</u>
Harbor Department MOU*	205/88/88JMA3	\$5,781,696.76
Proposition K (FY 2013-14)	43K/10/10K893	\$ 191,090.00
Proposition K (FY 2012-13)	43K/10/10J893	\$ 2,213.24
Proposition K (FY 2014-15)	43K/10/10L893	\$ 225,000.00
Proposition K (Interest & Inflation)**	43K/10/TBD	\$ 600,000.00
TOTAL:		\$6,800,000.00

REPORT OF GENERAL MANAGER

PG. 2 NO. 14-318

Notes:

* Harbor Department Funding was approved via an MOU, under Board Report No. 12-196, approved by RAP Board on June 20, 2012. The total MOU amount available for this project is \$6,966,012.00.

** Availability of these funds is pending approval by the City Council of the Engineer's Report for Fiscal Year 2015-16, which includes the Proposition K Interest and Inflation funds for which this project qualifies.

4. Authorize the Board President and Secretary to execute the contract subject to approval by the City Attorney as to form; and,
5. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY:

On July 9, 2014, the Board approved final plans and specifications for the Gaffey Street Pool (Pool & New Bathhouse) Restoration (PRJ20726) (W.O. #E1907453) project, located at 3351 South Gaffey Street, San Pedro, CA 90731, within Angels Gate Park (Board Report No. 14-191). The plans and specifications were prepared by the Department of Public Works, Bureau of Engineering (BOE), Architectural Division, in conjunction with the design consultant, Paul Murdoch Architects.

The proposed scope for this project includes the following:

1. Refurbishment of the existing historical 110-foot by 50-foot, 5,500 square-foot (SF), swimming pool; construction of a 4,471 SF bathhouse with pool equipment room. Additional improvements include Americans with Disabilities Act (ADA) compliant access ramps and stairs, walkways, access road, parking areas, seating, exhibit panels and plaque, hillside grading, landscaping and irrigation (Portion A).
2. Construction of a new event concrete terrace and associated landscaping (Portion B, which is Deductive Alternate #1).

On August 26, 2014, the Board received a total of six (6) bids as follows:

<u>Bidders</u>	<u>Base Bid</u>	<u>Ded. Alt. #1</u>
AWI Builders, Inc.	\$6,800,000.00	\$145,000.00
Acon Development, Inc.	\$6,913,935.00	\$230,000.00
Morillo Construction, Inc.	\$7,200,000.00	\$ 66,000.00
Ford E.C., Inc.	\$7,369,000.00	\$ 250,00.00

REPORT OF GENERAL MANAGER

PG. 3 NO. 14-318

<u>Bidders</u>	<u>Base Bid</u>	<u>Ded. Alt. #1</u>
Royal Construction Corp.	\$8,388,000.00	\$260,000.00
Mallcraft, Inc.	\$11,300,000.00	\$125,000.00

The bid specifications stated that the low bidder would be determined to be the responsible and responsive bidder submitting the lowest base bid, which is the combined lump sum total of the prices for Portion A and Portion B. AWI Builders, Inc., submitted the lowest base bid in the amount of \$6,800,000.00, which is \$300,000.00 below the City Engineer's cost estimate of \$7,100,000.00, as shown above. It is recommended that the project be awarded to AWI Builders, Inc., for a total construction contract of \$6,800,000.00.

Sufficient funds are available to award the contract and for the construction and project contingencies from the following accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT/ACCT. NO.</u>	<u>ENCUMBRANCE AMOUNT</u>
Harbor Department MOU*	205/88/88JMA3	\$5,781,696.76
Proposition K (FY 2013-14)	43K/10/10K893	\$ 191,090.00
Proposition K (FY 2012-13)	43K/10/10J893	\$ 2,213.24
Proposition K (FY 2014-15)	43K/10/10L893	\$ 225,000.00
Proposition K (Interest & Inflation)**	43K/10/TBD	\$ 600,000.00
TOTAL:		\$6,800,000.00

Notes:

* Harbor Department Funding was approved via an MOU, under Board Report No. 12-196, approved by RAP Board on June 20, 2012. The total MOU amount available for this project is \$6,966,012.00.

** Availability of these funds is pending approval by the City Council of the Engineer's Report for Fiscal Year 2015-16, which includes the Proposition K Interest and Inflation funds for which this project qualifies.

The project is subject to the City's Business Inclusion Program (BIP), in compliance with the Mayor's Directive No. 14, which was adopted by the Board of Recreation and Park Commissioners on February 15, 2012 (Board Report No. 12-050), and which replaces the former Minority Business Enterprise, Women Business Enterprise, and Other Business Enterprise (MBE/WBE/OBE) Good Faith Effort Subcontractor Outreach Program. AWI Builders, Inc. has successfully posted all the required BIP outreach documentation on the Los Angeles Business Virtual Assistance Network (LABAVN) that demonstrated satisfactory effort in its outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise

REPORT OF GENERAL MANAGER

PG. 4

NO. 14-318

(OBE) for sub-bid or subcontracting businesses. Staff has evaluated the outreach documentation submitted by AWI Builders, Inc., and determined that they have passed all six indicators as required for the effort to obtain sub-bid/subcontracting participation by MBE, WBE, SBE, EBE, DVBE and OBE businesses, and is in compliance with the BIP outreach requirements. The outreach documentation package is on file in the Board Office, and a synopsis of the said package is attached to this Report.

Staff reviewed the responsiveness and work performance of AWI Builders, Inc., on past Department of Recreation and Parks (RAP) projects and found them to be satisfactory. The Department of Public Works, Office of Contract Compliance (OCC) indicated that there have been no labor compliance violations and that the bidder has complied with all other legal requirements.

The City Attorney and staff have reviewed the bid submitted by AWI Builders, Inc., and found it to be in order. Staff recommends that the Board find AWI Builders, Inc., to be the lowest responsive and responsible bidder.

The proposed project has been previously evaluated and approved in compliance with the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Plan were adopted on July 9, 2014 (Board Report No. 14-190) by the Board of Recreation and Parks Commissioners. A Notice of Determination was filed with the Los Angeles County Clerk on July 10, 2014. The scope of the project and the environmental setting has not substantially changed since the CEQA approval that would result in additional environmental impacts or an increase in the intensity of the projected impacts to require any new or modified mitigation. Therefore, no additional CEQA documentation is required.

FISCAL IMPACT STATEMENT:

The project will be funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to the Department's General Fund. However, operations and maintenance costs will be evaluated and included in future budget requests.

This report was prepared by Willis Yip, Project Manager, Architectural Division, Bureau of Engineering (BOE) and was reviewed by Neil Drucker, Program Manager, BOE Recreational and Cultural Facilities Division, BOE Recreational and Cultural Facilities Division; Deborah Weintraub, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction, and Maintenance Branch.

CITY OF LOS ANGELES GUIDELINES FOR EVALUATION OF THE BUSINESS INCLUSION PROGRAM (BIP) OUTREACH CHECKLIST

Bidder: AWI Builders, Inc.

Project Name: Gaffey Street Pool (Pool & New Bathhouse) Restoration (E1907453) Bid Date: 08/26/2014
W.O. #: E907453

Indicator	Required Documentation	Description of Submitted or Missing Documentation	Credit
2 Pre-Bid Meeting	a) Attend pre-bid meeting and be listed on the attendance sheet, or b) Submit a letter either by e-mail, mail, or fax to the Bureau of Engineering, Project Award and Control (PAC) on certifying it is informed of the BIP project requirements and has participated in a City-sponsored or City approved matchmaking event in the past 12 months. Note: If the RFB states that the pre-bid meeting is mandatory, then attendance at the pre-bid meeting is the only way to pass this indicator.		✓
3 Work Areas	Proof of this must be demonstrated in Indicator 4. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
4 Written Notice to Sub-contractors	E-mail or fax notification in each of the selected potential work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN's BIP Outreach Reports system. The notification may be to potential sub-bidders/ subcontractors either currently registered on the BAVN or added to the BAVN by the bidder. Letters must contain areas of work selected to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number. Bidders are required to send notifications to a sufficient number of firms in each potential sub work area as determined by the City. Typically, the sufficient number of firms is determined by the total number of potential sub-bidders/ subcontractors in each sub work area.		✓
5 Plans, specifications and requirements	Include, in Indicator 4, information detailing how, where, and when the bidder will make the required information available to interested potential sub-bidders/ subcontractors. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
6 Negotiate in Good Faith	a) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract; and b) Online Summary Sheet must be completed, listing the bids or quotes received, the name of the sub-bidder/ subcontractor who submitted the bid or quote, and a brief reason given for selection/non-selection of each subcontractor. The reasons for selection/non-selection should be included in the Notes section of the online Summary Sheet. If the bidder 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 bidder outreached to the sub-bidder/ subcontractor, must be submitted. To this extent, the City expects the bidder to submit a bid/ quote from each sub-bidder/ subcontractor listed on the Summary Sheet. The Summary Sheet must be performed using the BAVN's BIP Outreach Reports system and must be submitted by 4:30 p.m. the following City working day after the date bids are received by the Board of Public Works. If a bid/quote is submitted by a sub-bidder/subcontractor that is not registered on the BAVN, the contractor is required to add that firm to their Summary Sheet.		✓
7 Bonds	Include, in Indicator 4, information about the bidder's efforts to assist with bonds, lines of credit, and insurance. The notification must be performed using the BAVN's BIP Outreach Reports system.	(Automatic after meeting Indicator 4 requirements)	✓
Prime % = 51.98%			
MBE%= 7.57% WBE%= 0% SBE%= 14.19% EBE%= 0% DVBE%= 0% OBE%= 48.45%			

RESPONSIVE

~~Restoration BAGA~~
 \$34,000.00
 Gil

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

PROJECT TITLE Gaffey Street Poolhouse		W.O. No./PRJ No. E1907453	NAME OF PERSON COMPLETING THIS FORM Anna Melitkye	
BIDDER (NAME OF FIRM) Awl Builders Inc		ADDRESS / CITY / STATE / ZIP CODE 2035 Rangelow dr Glendale CA, 91201		
CONTRACTOR'S LICENSE NO. 818478	LICENSE CATEGORIES B - (23-LS)	EXPIRATION DATE 4/30/2015	YEARS IN BUSINESS 12	TELEPHONE No. 62-948-1133
Type of Ownership: <input type="checkbox"/> Sole Ownership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture		Is Bidder any of the following as defined in the Business Inclusion Program? Check all that apply. MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> EBE <input type="checkbox"/> DVBE <input type="checkbox"/>		
FAX No. 62-948-1177				

DOLLAR PARTICIPATION OF ALL SUBCONTRACTORS AND SUPPLIERS

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

DESCRIPTION OF BASE BID WORK TO BE PROVIDED DIRECTLY BY PRIME BIDDER: Structural steel, mix metals & metal wall panels sliding Partitions - Rough Carpentry - framing - structural concrete - Drywall - Plaster - tiling - Retaining wall				DOLLAR VALUE OF BASE BID TO BE PERFORMED BY PRIME BIDDER: \$ 3,535,000							
SUBCONTRACTORS OR SUPPLIERS NAME, ADDRESS, TELEPHONE NO.	SUB	SUPPLIER	CONTRACTOR LICENSE NO.	DESCRIPTION OF WORK OR SUPPLIES TO BE PROVIDED	MBE	WBE	SBE	EBE	DVBE	DBE	DOLLAR VALUE OF SUBCONTRACT OR SUPPLIES (note if add/deduct item)
Multi-Scope 1325 N Red Gumst Anaheim CA, 92826 714-632-1574	<input checked="" type="checkbox"/>	<input type="checkbox"/>	776360 1-23-15	- Toilet Accessories / Components - Asphalt/Concrete - Paving - Concrete & Masonry							Base: \$ 350,000 Add's: \$ _____ Ded's: \$ _____
GlassWorld 7021 W Burbank Blvd Burbank CA, 91506 818-842-0558	<input checked="" type="checkbox"/>	<input type="checkbox"/>	784560	- Glazed Aluminum curtain - Channel Glazing System - Glass & Glazing - Aluminum wall louvers							Base: \$ 300,000 Add's: \$ _____ Ded's: \$ _____
Podilla's Company Inc 667 Arroyo Ave San Fernando CA, 91340 818-361-0500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	564257	- concrete piles							Base: \$ 30,000 Add's: \$ _____ Ded's: \$ _____

(CONTINUED ON NEXT PAGE)

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

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

TOTAL MBE'S AMOUNT: \$ _____ = _____ %
 TOTAL WBE'S AMOUNT: \$ _____ = _____ %
 TOTAL SBE'S AMOUNT: \$ _____ = _____ %
 TOTAL EBE'S AMOUNT: \$ _____ = _____ %
 TOTAL DVBE'S AMOUNT: \$ _____ = _____ %

Anna Melitkye
 Signature of Person Completing Form
 President
 Title
 8/26/14
 Date

BASE BID AMOUNT: _____
 Gaffey Street Pool (Pool & New Bathhouse) Restoration (E1907453)

MUST BE SUBMITTED WITH THE BID

SCHEDULE "A" (Continued)
SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTORS OR SUPPLIERS NAME, ADDRESS, TELEPHONE NO.	SUB	SUPPLIER	CONTRACTOR LICENSE NO.	DESCRIPTION OF WORK OR SUPPLIES TO BE PROVIDED	MBE	WBE	SBE	EBE	DVBE	OBE	DOLLAR VALUE OF SUBCONTRACT OR SUPPLIES (*note if add/deduct item)
Arrow Concrete Cutting 0970 San Fernando Pacima CA, 91331 88-834-4632	<input checked="" type="checkbox"/>	<input type="checkbox"/>	455102 1-23-15	- Demolition - Grading & Excavating							Base: \$350,000 Add's: \$ Ded's: \$12,000
Asbestos Control Testing 1698 West 9th Street Upland CA 91786 909-908-4311	<input checked="" type="checkbox"/>	<input type="checkbox"/>	82062	- Asbestos - Abatement							Base: \$12,000 Add's: \$ Ded's: \$
Uarn Painting Inc 10653 Wilsey Ave Tujunga CA 91042 818-642-4585	<input checked="" type="checkbox"/>	<input type="checkbox"/>	096370	- Painting - High Performance - Graffiti - Epoxy Coatings							Base: \$95,000 Add's: \$ Ded's: \$
Progressive Business Corp 9750 Topanga Cyn Chatsworth CA, 91311 818-428-6288	<input checked="" type="checkbox"/>	<input type="checkbox"/>	418246	- Thermal Insulation							Base: \$5,000 Add's: \$ Ded's: \$
Rayes & Sons Electric 12039 Arroyo St Salmar CA, 91732 818-365-7220	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SUBST 5-8015 817015	- Electrical complete - Low Voltage - Fire Alarm 1-23-15	l	l					Base: \$650,000 Add's: \$ Ded's: \$
Conder Inc 3000 Duffree Ave El Monte CA, 91732 626-455-0050	<input checked="" type="checkbox"/>	<input type="checkbox"/>	812288 1-23-15	- Swimming pool complete	l	l					Base: \$800,000 Add's: \$ Ded's: \$
Artwood design 1131 Dora St San Valley CA, 91352 818-767-0097	<input checked="" type="checkbox"/>	<input type="checkbox"/>	927081	- Plastic laminate cove work - countertops							Base: \$25,000 Add's: \$ Ded's: \$
AVA Plumbing 16452 Itasca St Northridge CA, 91343 818-830-0685	<input checked="" type="checkbox"/>	<input type="checkbox"/>	964902 SUBS 5-5-15	- complete plumbing							Base: \$400,000 Add's: \$ Ded's: \$50,000

actual
placement
slip
PTI CA

8M

SCHEDULE "A" (Continued)
SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTORS OR SUPPLIERS NAME, ADDRESS, TELEPHONE NO.	SUB	SUPPLIER	CONTRACTOR LICENSE NO.	DESCRIPTION OF WORK OR SUPPLIES TO BE PROVIDED	MBE	WBE	SBE	EBE	DVBE	OBE	DOLLAR VALUE OF SUBCONTRACT OR SUPPLIES (*note if add/deduct item)
Ray-Crest Roofing 3065 Verdugo rd Los Angeles CA 323-257-0329	<input checked="" type="checkbox"/>	<input type="checkbox"/>	334758	- Roofing - Waterproofing - sheet metal							Base: \$ 100,000 Add's: \$ Ded's: \$ /
Principals Contracting 1760 Marlborough Riverside CA, 92507 909-208-2079	<input checked="" type="checkbox"/>	<input type="checkbox"/>	082517	- Landscape - Irrigation							Base: \$ 165,000 Add's: \$ Ded's: \$ 10,000
Predston Mechanical 16957 Itasca st North Hills CA, 91343 818-830-0685	<input checked="" type="checkbox"/>	<input type="checkbox"/>	978812	- complete HVAC							Base: \$ 35,000 Add's: \$ Ded's: \$ /
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$
	<input type="checkbox"/>	<input type="checkbox"/>									Base: \$ Add's: \$ Ded's: \$

MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
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None

BIDS TO BE RECEIVED:

None

PROPOSALS TO BE RECEIVED:

2/7/17 CON-G16-005 – Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy

3/8/17 CON-M16-003 – Operation and Maintenance of the Pedal Boat Rental Concession

QUALIFICATIONS TO BE RECEIVED:

2/1/17 Roofing Construction, Retrofit, Maintenance and/or Repairs – Request for Qualifications