

APPROVED

MAY 03, 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-106

DATE May 03, 2017

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED ENTERTAINMENT PRODUCTION – AWARD OF CONTRACTS

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	<i>fo</i> N. Williams	<i>EC</i>
H. Fujita	_____		



General Manager

Approved _____
As Amended

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;
2. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors, each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;
3. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed entertainment production services;
4. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services

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5. Waive informalities in four of the responses to the As-Needed Entertainment Production Request for Qualifications (RFQ), as outlined in the Summary of this Report;
6. Approve the proposed Services Contracts (Contracts), herein included as Attachments, between the City of Los Angeles RAP and the following firms for as-needed entertainment production, specifying the terms and conditions for a three-year contract, subject to approval of the Mayor and the City Attorney as to form;

Contractors:

- a) CenterStaging, LLC
~~Center Staging Inc.~~
3407 Winona Ave, Burbank, CA 91504
 - b) McCune Audio/Video/Lighting
101 Utah Ave., S. San Francisco, CA 94080
 - c) Neptune Productions, ~~Inc.~~
8070 Webb Ave., N. Hollywood, CA 91605
 - d) Studio Instrument Rentals, Inc.
6465 Sunset Blvd., Los Angeles CA 90028
 - e) XXIV, LLC
22287 W. Mulholland Way #284, Calabasas, CA 91302
7. Direct the Board Secretary to transmit the proposed Contracts to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and, concurrently, to the City Attorney for review and approval as to form; and,
 8. Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals.
 9. Authorize the General Manager or Designee to make technical corrections to the Contract SUMMARY with Neptune Productions as necessary to carry out the intent of the Board Report.

RAP requires as-needed entertainment production services contracts. Currently, RAP does not have competitive contracts in place for the installation of temporary entertainment production areas consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings in accordance with current safety standards on an as-needed basis. The entertainment production services will include, but not be limited to:

- o 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.
- o 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.
and including safety riggings

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- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current day.
- 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.

On January 18, 2017, the Board approved an issuance of Request for Qualifications (RFQ) for Entertainment Production (Report No. 17-006), which was released February 2, 2017. A Mandatory Pre-Qualification Meeting took place on February 28, 2017. A Non-Mandatory Technical Review Meeting took place on March 8, 2017.

Responders were required to provide evidence of their qualifications, as indicated by their responses to the criteria/requests for information, listed immediately below and to meet or exceed the criteria listed:

- 1) Responders must have a minimum of six years working in the field of staging production.
- 2) Responder must provide a list of at least ten outdoor music events over the last six years where they have provided entertainment production in a venue holding a minimum of three thousand, five hundred (3,500) people. All listed production must have been complete to the customer satisfaction.
- 3) Responder must provide a list of at least ten indoor music event over the last six years where they have provided entertainment production in a venue holding a minimum of three thousand, five hundred (3,500) people. All listed production must have been complete to the customer satisfaction.
- 4) Responder must provide a list of at least ten 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 three thousand, five hundred (3,500) people.

Results of the RFQ Process

On March 28, 2017, six responses to the RFQ were received. Responses were evaluated in two levels. Level I was reviewed by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications were set to determine the responder's knowledge and experience to perform the terms and specifications of the Contract. If a responder's minimum qualification could not be verified by RAP staff, the responder was disqualified and no further evaluation was performed on the response. Level II evaluated all required compliance and submittal

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documents as required per City Ordinance. The responder had to successfully pass Level I before staff proceeded to Level II.

(Please refer to Exhibit A.)

It was found through review and verification by RAP staff that the aforementioned responders met and/or exceeded the minimum qualifications as set forth in the RFQ. Of the six responders, five submitted complete packages. The following four firms have informalities which can be waived:

CenterStaging, LLC

- 1) ~~Center Staging, Inc.~~ - Responder did not answer Q24 (page 68, No information on Apprenticeship), % of Workforce in Each Branch and % Residing in City (page 102, sections IV and V).

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.

- 2) McCune Audio/Video/Lighting - Responder did not sign Disposition of Proposals (page 54) or Equal Opportunity Practices Provisions Certification (page 113).

Responder did not answer Q24 (page 68, No information on Apprenticeship).

Board Copy: Project Qualification forms incomplete (page 23)

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.

- 3) Neptune Productions, ~~Inc.~~ - Responder did not answer Q24 (page 68, No information on Apprenticeship)

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company doesn't have apprenticeship.

- 4) XXIV, LLC - Responder did not answer, Experience Modification Rate (page 65, section E, Q10), Q24 (page 68, No information on Apprenticeship), and LWO Departmental Exemption Application (page 80)

Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.

Additional Results of the RFQ Process

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- 5) Studio Instrument Rentals, Inc. – Responder qualified for: Entertainment Production.
- 6) Pageantry Events – Responder did not complete the Business Inclusion Program (BIP) on Level I review, which cannot be waived.

Waiving the informalities for the four companies would increase competition among contractors and would benefit RAP with competitive bids for the much needed critical services for the installation of temporary entertainment production areas. The services consist of, but not limited to, a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding railings. It is proposed that these responders have an opportunity to rectify these informalities once they have been informed and prior to execution of the Contracts by the contractor(s).

Once it was determined that the responders have met all of the minimum qualifications, RAP staff verified with the responders' provided references. Questions were posed regarding both the responder's ability to produce a quality product that met all necessary standards in a timely manner, and if the responder was timely and effective in their correspondence with governing agencies. All of the references for the responders who met our minimum qualifications responded favorably to these questions and were highly recommended. It is recommended that each of the aforementioned responders should be selected in the submitted classification of entertainment production, and therefore, be eligible to bid on future RAP projects.

All responders are to complete the minimum requirements in the Business Inclusion Program (BIP). BIP requires the responders to reach out to the subcontractors and to give the subcontractors opportunities to participate in the performance of the City contracts.

We are seeking Board authorization for the Board President and Secretary to execute contracts for each of the five qualified responders, subject to approval by the City Attorney and the Mayor's Office. The selected pre-qualified Responders are being recommended to the Board for a three-year contract, in an amount not to exceed an annual expenditure of One Million Dollars (\$1,000,000.00) per contract, per year. 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 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.

FISCAL IMPACT STATEMENT

Executing these as-needed contracts have no impact on the RAP General Fund as funding will be identified on a per-project basis. Funding for projects will be provided from various funding sources.

This Report was prepared by Robert Feld, Sr. Management Analyst I, reviewed by Noel Williams, Chief Financial Officer, and Finance Division.

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LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Entertainment Production RFQ - Submittal Verification
- 2) Proposed Contract – ~~Center Staging, Inc.~~ CenterStaging, LLC
- 3) Proposed Contract – McCune Audio/Video/Lighting
- 4) Proposed Contract – Studio Instrument Rentals
- 5) Proposed Contract – XXIV, LLC
- 6) Proposed Contract – Neptune Productions, ~~Inc.~~

CITY OF LOS ANGELES/ DEPARTMENT OF RECREATION AND PARKS

ENTERTAINMENT PRODUCTION

SUBMITTAL VERIFICATION

3/31/2017

	Responder Name	Address	Full RFQ Document Submitted (Y/N)	All Forms Submitted Completed (Y/N)	BIP Requirement Fulfilled (Y/N)	Comments
1	Center Staging, Inc. CenterStaging, LLC	3407 Wilona Ave, Burbank, CA 91504	Y	N	Y	Responder did not answer Q24 (page 68, No information on Apprenticeship), % of Workforce in Each Branch and % Residing in City (page 102, sections IV and V). Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.
2	McCune Audio/Video/Lighting	101 Utah Ave, S. San Francisco, CA 94080	Y	N	Y	Responder did not sign Disposition of Proposals (page 54) or Equal Opportunity Practices Provisions Certification (page 113). Responder did not answer Q24 (page 68, No information on Apprenticeship). Board Copy: Project Qualification forms incomplete (page 23) Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship.
3	Neptune Productions, Inc.	8070 Webb Ave, N. Hollywood, CA 91605	Y	N	Y	Responder did not answer Q24 (page 68, No information on Apprenticeship). Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company doesn't have apprenticeship.
4	Studio Instrument Rentals, Inc.	6465 Sunset Blvd, Los Angeles, CA 90028	Y	Y	Y	Responder qualified for: Entertainment Production
5	XXIV, LLC.	22287 W. Mulholland Hwy #284, Calabasas, CA 91302	Y	N	Y	Responder did not answer, Experience Modification Rate (page 65, section E, Q10), Q24 (page 68, No information on Apprenticeship), and LWO Departmental Exemption Application (page 80) Informalities can be waived since Question No. 24 is left unanswered to the inquiry of apprenticeship. Instruction said to provide Apprenticeship information but does not indicate what to do if the company does not have apprenticeship
6	Pageantry Events	10754 Artesia Blvd, Cerritos, CA 90703	N	N	N	Responder did not complete the Business Inclusion Program (BIP) on Level I review, which cannot be waived.

**CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
CENTERSTAGING, LLC
FOR ENTERTAINMENT PRODUCTION**

This CONTRACT is made and entered into this _____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as CITY), and CenterStaging, LLC, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, CITY, pursuant to Charter Section 371(e) (10), finds that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed fence and wall installation, maintenance and repair services; and

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

WHEREAS, CITY finds, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

NOW, THEREFORE, CITY AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

DEPARTMENT - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Room 300, Los Angeles, California 90012.

CONTRACTOR – CenterStaging, LLC, having its principal office located at 3407 Winona Ave., Burbank, CA 91504.

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

DEPARTMENT'S representative will be:

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

With copies to:

Jimmy Newsom, Senior Management Analyst II
Department of Recreation and Parks
Contracts, Finance Division
6335 Woodley Ave
Van Nuys, CA 91406

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

James Neal
CenterStaging, LLC
3407 Winona Ave.
Burbank, CA 91504

Telephone Number: (818) 559-4333
Email: Jimbo@CenterStaging.com

1.3 Notices

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

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

SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and CITY, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts.

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, and meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement

safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding 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.
and including safety riggings
- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current date.
- 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.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from DEPARTMENT representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Event Coordinator or his/her designee to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Event Coordinator indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by DEPARTMENT until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, DEPARTMENT may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract maximum amount will be reached. The professional services that the

DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by DEPARTMENT before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jimmy Newsom
Contracts, Finance Division
Valley Region
6335 Woodley Ave
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on

the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

ATTACHMENT 2

CONTRACT NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

CENTERSTAGING, LLC

By _____
BUSINESS MANAGER

By _____
PRESIDENT

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
DEPUTY CITY ATTORNEY

**CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
MCCUNE AUDIO/VIDEO/LIGHTING
FOR ENTERTAINMENT PRODUCTION**

This CONTRACT is made and entered into this _____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as CITY), and McCune Audio/Video/Lighting, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, CITY, pursuant to Charter Section 371(e) (10), finds that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed fence and wall installation, maintenance and repair services; and

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

WHEREAS, CITY finds, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

NOW, THEREFORE, CITY AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

DEPARTMENT - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Room 300, Los Angeles, California 90012.

CONTRACTOR – McCune Audio/Video/Lighting, having its principal office located at 101 Utah Ave., South San Francisco, CA 94080.

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

DEPARTMENT'S representative will be:

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

With copies to:

Jimmy Newsom, Senior Management Analyst II
Department of Recreation and Parks
Contracts, Finance Division
6335 Woodley Ave
Van Nuys, CA 91406

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Johnny Ridgill
McCune Audio/Video/Lighting
101 Utah Ave.
South San Francisco, CA 94080

Telephone Number: (714) 578-1900
Email: JRidgill@McCune.com

1.3 Notices

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

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

SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and CITY, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts.

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator at all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, and meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement

safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding 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 date.
- 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.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from DEPARTMENT representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Event Coordinator or his/her designee to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by DEPARTMENT until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, DEPARTMENT may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract maximum amount will be reached. The professional services that the

DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by DEPARTMENT before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jimmy Newsom
Contracts, Finance Division
Valley Region
6335 Woodley Ave
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on

the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

ATTACHMENT 3

CONTRACT NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

MCCUNE AUDIO/VIDEO/LIGHTING

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
DEPUTY CITY ATTORNEY

**CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
STUDIO INSTRUMENT RENTALS, INC.
FOR ENTERTAINMENT PRODUCTION**

This CONTRACT is made and entered into this _____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as CITY), and Studio Instrument Rentals, Inc., hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, CITY, pursuant to Charter Section 371(e) (10), finds that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed fence and wall installation, maintenance and repair services; and

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

WHEREAS, CITY finds, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

NOW, THEREFORE, CITY AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

DEPARTMENT - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Room 300, Los Angeles, California 90012.

CONTRACTOR – Studio Instrument Rentals, Inc., having its principal office located at 6465 Sunset Blvd., Los Angeles, CA 90028.

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

DEPARTMENT'S representative will be:

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

With copies to:

Jimmy Newsom, Senior Management Analyst II
Department of Recreation and Parks
Contracts, Finance Division
6335 Woodley Ave
Van Nuys, CA 91406

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Ron Pak
Studio Instrument Rentals, Inc.
6465 Sunset Blvd.
Los Angeles, CA 90028

Telephone Number: (323) 957-5460
Email: Ron@SIR-USA.com

1.3 Notices

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

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

SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and CITY, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts.

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator at all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, and meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the

California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding 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 date.
- 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.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

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- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Event Coordinator or his/her designee to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
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- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, DEPARTMENT may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract

maximum amount will be reached. The professional services that the DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by DEPARTMENT before payment is made to CONTRACTOR.

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CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jimmy Newsom
Contracts, Finance Division
Valley Region
6335 Woodley Ave
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by

any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

ATTACHMENT 4

CONTRACT NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

STUDIO INSTRUMENT RENTALS, INC.

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
DEPUTY CITY ATTORNEY

**CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
XXIV, LLC.
FOR ENTERTAINMENT PRODUCTION**

This CONTRACT is made and entered into this _____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as CITY), and XXIV, LLC., hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, CITY, pursuant to Charter Section 371(e) (10), finds that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed fence and wall installation, maintenance and repair services; and

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake entertainment production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

WHEREAS, CITY finds, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

NOW, THEREFORE, CITY AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

DEPARTMENT - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Room 300, Los Angeles, California 90012.

CONTRACTOR – XXIV, LLC, having its principal office located at 2287 W. Mulholland Hwy #284, Calabasas, CA 91302.

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

DEPARTMENT'S representative will be:

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

With copies to:

Jimmy Newsom, Senior Management Analyst II
Department of Recreation and Parks
Contracts, Finance Division
6335 Woodley Ave
Van Nuys, CA 91406

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Josh Levin
XXIV, LLC.
22287 W. Mulholland Hwy #284
Calabasas, CA 91302

Telephone Number: (424) 235-0024
Email: Josh@XXIV.co

1.3 Notices

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

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

SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and CITY, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts.

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator at all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the

California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding 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 date.
- 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.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from DEPARTMENT representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Event Coordinator or his/her designee to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Event Coordinator indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by DEPARTMENT until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, DEPARTMENT may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract maximum amount will be reached. The professional services that the

DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by DEPARTMENT before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jimmy Newsom
Contracts, Finance Division
Valley Region
6335 Woodley Ave
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by

any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

ATTACHMENT 5

CONTRACT NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

XXIV, LLC.

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
DEPUTY CITY ATTORNEY

**CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
NEPTUNE PRODUCTIONS
FOR ENTERTAINMENT PRODUCTION**

This CONTRACT is made and entered into this _____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as CITY), and Neptune Productions, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the Department of Recreation and Parks (DEPARTMENT) owns various facilities and venues throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of experienced and responsible contractors to perform Entertainment Production for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for ENTERTAINMENT PRODUCTION was released on February 2, 2017, and 6 responses to the RFQ were received on March 28, 2017; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for ENTERTAINMENT PRODUCTION as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, CITY, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, CITY, pursuant to Charter Section 371(e) (10), finds that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed fence and wall installation, maintenance and repair services; and

WHEREAS, CITY, pursuant to Charter Section 1022, finds that Department does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake event production in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed; and

WHEREAS, CITY finds, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

NOW, THEREFORE, CITY AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

DEPARTMENT - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Room 300, Los Angeles, California 90012.

CONTRACTOR – Neptune Productions, having its principal office located at 8070 Webb Ave., North Hollywood, CA 91605

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

DEPARTMENT'S representative will be:

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

With copies to:

Jimmy Newsom, Senior Management Analyst II
Department of Recreation and Parks
Contracts, Finance Division
6335 Woodley Ave
Van Nuys, CA 91406

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Raffi Ganoumian
Neptune Productions
8070 Webb Ave
North Hollywood, CA 91605

Telephone Number: (818) 637-8888
Email: Raffi@NeptuneProd.com

1.3 Notices

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

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

SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and CITY, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts.

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Event Coordinator at all times during normal working hours. Avoiding contact with the Event Coordinator may result in suspension of work without extension.
- D. CONTRACTOR's working hours will be determined by the specific needs of the event and must comply with all Codes and Ordinances unless specifically waived, and are the responsibility of the contractor to ensure compliance, and that hours of work are to be determined to cause the least impact on the public, and meeting objectives of the Department of Recreation and Parks.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Event Coordinator at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the

California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.

- I. CONTRACTOR shall notify the Event Coordinator at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Event Coordinator of intent to do so, and shall further provide the Event Coordinator with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Event Coordinator. Work will be considered complete only when signed off by the Event Coordinator. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Event Coordinator must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Entertainment Production includes but is not limited to:

- Installation of temporary entertainment production area consisting of a variety of audio, lighting, digital, staging, video, instrument, back line equipment, décor, pathway and way-finding 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.
and including safety riggings
- Provide both analog and digital boards to run sound lights and video.
- Provide instrument/back line amplification ranging from 1950 to current date.
- 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.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from DEPARTMENT representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Event Coordinator or his/her designee to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Event Coordinator indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by DEPARTMENT until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, DEPARTMENT may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this Contract will not exceed One Million Dollars (\$1,000,000.00) annually. The Contract amount is an estimate, and the DEPARTMENT does not guarantee that the Contract maximum amount will be reached. The professional services that the

DEPARTMENT is requesting shall be on an as-needed basis and CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. CITY staff will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by DEPARTMENT before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jimmy Newsom
Contracts, Finance Division
Valley Region
6335 Woodley Ave
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on

the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

ATTACHMENT 6

CONTRACT NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

NEPTUNE PRODUCTIONS

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
DEPUTY CITY ATTORNEY

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING
BOARD OF RECREATION AND PARK COMMISSIONERS
MAY 3, 2017

17-106

AS-NEEDED ENTERTAINMENT PRODUCTION – AWARD OF CONTRACTS

Jim Newsom, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-106 for approval of the proposed three-year Contracts with CenterStaging, LLC, McCune Audio/Video/Lighting, Neptune Productions, Studio Instrument Rentals, Inc., and XXIV, LLC for as-needed entertainment production services; approval of the finding in accordance with Charter Section 1022 that the Department does not have personnel within its employ with sufficient time or necessary expertise to undertake entertainment production services in a timely manner, and it is therefore more feasible, economical, and in the Department's best interests to secure such services by several as-needed contractors without engaging in a new competitive bidding process for each individual project; approval of the finding in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for the Department to call on as-needed contractors to perform expert, technical work without engaging in a new competitive process for each individual project assigned on the basis of availability, the price to be charged, and the unique expertise of the as-needed contractors; approval of the finding in accordance with Charter Section 371 (e)(10), that the use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by the common law and the Charter, because there is no single criterion that will determine which proposer can best provide as-needed entertainment production services; approval of the finding in accordance with Charter Section 372 that it is necessary to have several as-needed contractors available when called upon by the Department to perform entertainment production services since obtaining competitive proposals or bids for each individual project is not reasonably practicable or compatible with the Department's interests of having as-needed contractors available to assign various projects on the basis of availability, price, and expertise; and authorization to waive informalities in four of the responses to the As-Needed Entertainment Production Request for Qualifications (RFQ).

Board Report No. 17-106 was corrected to accurately reflect the entertainment production services referenced in the second bullet point in the Summary on Page 2 of the Report, and in Section 3.2 of the proposed Contracts:

- Provide lighting equipment ranging from small tree light to current day movable lights, strobe and special effects, and including safety riggings to fly this equipment.

Board Report No. 17-106 and the Attachments were also corrected to accurately reflect the name of CenterStaging, LLC as one word with the Limited Liability Company designation. Department staff was instructed to verify whether all references to Neptune Productions in the Board Report and Attachments should have an Incorporated designation, and to make any necessary corrections.

Board Report No. 17-106 was therefore amended to include Recommendation No. 9 as follows to be able to make the technical corrections to the proposed Contract with Neptune Productions:

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING
BOARD OF RECREATION AND PARK COMMISSIONERS
MAY 3, 2017

9. Authorize the General Manager or Designee to make technical corrections to the Contract with Neptune Productions as necessary to carry out the intent of the Board Report.

The Board and Department staff discussed that Pageantry Events was disqualified during the RFQ Level I Review process for failure to meet the minimum qualifications of completing the Business Inclusion Program (BIP) requirements, which was verified by Department staff through the Los Angeles Business Assistance Virtual Network (LABAVN) system. Pageantry Events submitted correspondence protesting the firm's disqualification from being considered as an as-needed contractor on the basis that Pageantry Events has current entertainment production service contracts with the City of Los Angeles for which the firm is in compliance with the BIP requirements. The correspondence asserted that such BIP information has been uploaded and maintained in the LABAVN system. The Board and Department staff further discussed that the Entertainment Production RFQ allows for the re-opening of the RFQ process for additional respondents; therefore, Department staff would be able to come back to the Board at a later date with a recommendation to include Pageantry Events as an as-needed contractor for entertainment production should Department staff find evidence that Pageantry Events is in compliance with the BIP requirements.

BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports. One request was submitted for Board Report No. 17-106, and such comments were made to the Board.

President Patsouras requested a Motion to approve Board Report No. 17-105 as presented and Board Report No. 17-106 as amended. Commissioner Diaz moved that the Board Reports be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved.