

## AGENDA

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

Wednesday, April 6, 2016 at 9:30 a.m.

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

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SYLVIA PATSAOURAS, PRESIDENT  
LYNN ALVAREZ, VICE PRESIDENT  
MELBA CULPEPPER, COMMISSIONER  
MISTY M. SANFORD, COMMISSIONER  
IRIS ZUÑIGA, COMMISSIONER

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

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

1. CALL TO ORDER AND SPECIAL PRESENTATION

- Presentation of Awards to Golf Advisory Committee

2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Special Meeting of February 25, 2016
- Approval of Minutes for the Regular Meeting of March 16, 2016

3. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Informational Report on Department Activities and Facilities
- Informational Update on the Greek Theatre
- Informational Update on Recreation and Parks Strategic Plan
- Informational Update on Runyon Canyon Temporary Park Closure

4. BOARD REPORTS

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|--------|--|
| 16-078 | Various Communications   |
| 16-079 | Golf Division – Implementation of Various Golf Consultant Recommendations Related to Golf Fees                                       |
| 16-080 | Andres Pico Adobe Historical Museum – Agreement with the San Fernando Valley Historical Society to Operate and Maintain the Facility |

April 6, 2016

- 16-081 Partnership Division – Donations from Humana for Program Instructors and Staff Training at Various Senior Centers
- 16-082 Cabrillo Beach 2016 Montrose Settlements Restoration Program Fishing Outreach Mini-Grant – Authorization to Submit Grant Proposal; Acceptance of Grant Funds
- 16-083 National Recreation and Park Association 2016 Out-of-School Time Grant – Authorization to Submit Grant Proposal; Acceptance of Grant Funds
- 16-084 Plaza De La Raza – Permission to Serve Alcoholic Beverages
- 16-085 Lincoln Park Recreation Center – Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) Project – Rejection of All Bids; Authority to Re-Bid
- 16-086 Park Facility Construction – Authorization to Release a Request for Qualification (RFQ) for Various Park Facility Maintenance and Construction Contracts for Department-Wide Projects
- 16-087 General Park Building Construction, Retrofit, Maintenance and/or Repairs – Request for Qualifications (RFQ)
- 16-088 Athletic Surface Inspection, Testing and Related Professional Services – Request for Bid
- 16-089 As-Needed Landscape Construction, Retrofit, Maintenance and/or Repair Services – Contract Amendments (Various)
- 16-090 Signature Authority as Acting General Manager and Acting Chief Accounting Employee

5. CONTINUED BOARD REPORTS

- 16-046 **Protest Hearing** – As-Needed All Weather Turf Construction, Retrofit, Maintenance and/or Repairs – Request for Qualifications (Original Date – February 3, 2016)

6. COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report – Commissioners Zuñiga and Culpepper
- Commission Task Force on Facility Repair and Maintenance Report – Commissioners Sanford and Alvarez

7. PUBLIC COMMENTS

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

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8. FUTURE AGENDA ITEMS

Requests by Commissioners to Schedule Specific Future Agenda Items

9. NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, April 20, 2016, 9:30 a.m., at North Hollywood Recreation Center, 11430 Chandler Boulevard, Los Angeles, CA 90037.

10. ADJOURNMENT

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

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

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

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

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

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

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



## SPECIAL MEETING MINUTES

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

Wednesday, February 25, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Special Meeting in the Figueroa Plaza Conference Room 300A at 9:00 a.m. Present were Vice President Lynn Alvarez, Commissioner Melba Culpepper, Commissioner Misty M. Sanford, and Commissioner Iris Zuñiga. Also present were General Manager Michael A. Shull and Deputy City Attorney IV Anthony-Paul Diaz.

The following Department staff members were present:

Vicki Israel, Assistant General Manager, Partnership and Revenue Branch  
Ramon Barajas, Assistant General Manager, Planning, Construction and Maintenance Branch  
Kevin Regan, Assistant General Manager, Operations Branch  
Sophia Pina Cortez, Superintendent, Operations Branch  
Noel Williams, Chief Financial Officer, Finance Division

#### DISCUSSION

##### DISCUSSION AND POSSIBLE BOARD ACTIONS REGARDING THE DEPARTMENT'S PROPOSED FIVE-YEAR STRATEGIC PLAN

President Warren Riley, Senior Consultant Kerem Yilmaz, and Doug Heller of NPO Solutions facilitated the strategic planning discussion with the Board Members and Department staff for the Department's five-year strategic plan. The strategic plan goals and priorities that were addressed during the discussion include park safety, repair and maintenance standards, investment in facilities and infrastructure, development of replacement standards for Department assets, potential partnerships and other revenue streams to fund recreational programming and facility maintenance, equitable park access for all constituents throughout the City of Los Angeles, opportunities for multi-generational programming to increase older adult services, facility repairs and maintenance of senior centers, activation of recreational programs at underutilized facilities, utilization of technological resources to gather data and identify underserved areas and populations for needs assessments, development of data-driven performance metrics and standards for recreational programs, workforce succession planning, prioritization of filling positions for critical employee classifications, potential collaborations with other governmental entities, and development of a community engagement plan, communications plan, and marketing strategies. NPO Solutions and Department staff will continue with the key stakeholder interviews, and present a formal update on the strategic planning process at a future Board Meeting.

Public comments were invited; however, no requests for public comment were received.

#### NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, March 2, 2016, 9:30 a.m., at EXPO Center Comrie Hall, 3980 S. Bill Robertson Lane, Los Angeles, CA 90037.

February 25, 2016

ADJOURNMENT

There being no further business to come before the Board, Vice President Alvarez adjourned the Meeting at 11:45 a.m.

ATTEST

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PRESIDENT

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

## REGULAR MEETING MINUTES

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

Wednesday, March 16, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting at Pan Pacific Recreation Center at 9:30 a.m. Present were President Sylvia Patsaouras, Vice President Lynn Alvarez, Commissioner Misty M. Sanford, and Commissioner Iris Zuñiga. Also present were Michael A. Shull, General Manager, and Deputy City Attorney IV Anthony-Paul Diaz.

The following Department staff members were present:

Kevin Regan, Assistant General Manager, Operations Branch  
Vicki Israel, Assistant General Manager, Partnership and Revenue Branch  
Ramon Barajas, Assistant General Manager, Planning, Construction and Maintenance Branch  
Alex Yee, Director of Systems, Finance Division

#### SPECIAL PRESENTATIONS

Nikki Ezhari, Senior Field Deputy of Councilmember David E. Ryu's Office, presented opening remarks and welcomed the Board and audience to the Fourth Council District.

Kevin Regan, Assistant General Manager, introduced Department staff and provided background and programming information regarding Pan Pacific Recreation Center.

#### APPROVAL OF THE MINUTES

- Commissioner Alvarez moved that the Board approve the Minutes of the March 2, 2016 Regular Meeting, which was seconded by Commissioner Sanford. There being no objections, the Motion was unanimously approved.
- Commissioner Sanford moved that the Board approve the Minutes of the March 2, 2015 Special Meeting, which was seconded by Commissioner Zuñiga. There being no objections, the Motion was unanimously approved.

#### UNFINISHED BUSINESS – Taken Out of Order

##### 16-062 - CONTINUED ITEM

EXPO CENTER – LEASE AND OPERATING AGREEMENTS WITH THE STATE OF CALIFORNIA FOR THE USE OF STATE PROPERTY FOR ACCESS AND CONTINUED OPERATION OF THE SOBOROFF PLAYFIELD; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
(ORIGINAL DATE – MARCH 2, 2016)

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General Manager Michael Shull presented General Manager's Report No. 16-062 for the approval of the Lease and Operating Agreements with the State of California (State), acting through the Sixth District Agricultural Association also known as the California Science Center, for the use of the property owned by the California Science Center referred to as the Soboroff Playfield for sports

March 16, 2016

related and EXPO Center related uses. General Manager Shull presented a revised project design for the additional parking spaces pursuant to the negotiated terms of the Lease Agreement, which would minimize the impact on existing trees within the respective parking area. The Board and Department staff discussed the types of trees that currently exist within the proposed parking area, the relocation of certain trees to other City parks, the operational transition of Parking Lot No. 1 to the State of California, potential alternative uses of the proposed parking area for special events and festivals, a beautification master plan that would improve the aesthetics of the surrounding area, and a communications plan to keep the community and patrons informed of the project.

Public comments were invited for General Manager's Report No. 16-062; however, no requests for public comment were received.

President Patsouras requested a Motion to approve the General Manager's Report No. 16-062 as presented. Commissioner Zuñiga moved that General Manager's Report No. 16-062 be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Sanford seconded the Motion. There being no objections, the Motion was unanimously approved.

#### GENERAL MANAGER'S REPORTS

##### 16-066

##### VARIOUS COMMUNICATIONS

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##### 16-067

##### LA84 FOUNDATION 2016 SUMMER SWIM PROGRAM – AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS

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Assistant General Manager Vicki Israel presented General Manager's Report No. 16-067 for approval of a 2016 Summer Swim Program grant application to the LA84 Foundation in the approximate amount of \$75,000.00 for aquatics programming.

##### 16-068

##### LA84 FOUNDATION 2016-17 GIRLS SOFTBALL LEAGUE GRANT – AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS

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Assistant General Manager Vicki Israel presented General Manager's Report No. 16-068 for approval of a 2016-17 Girls Softball League grant application to the LA84 Foundation in the approximate amount of \$110,898.00 for girls' softball programming.

##### 16-069

##### PARTNERSHIP DIVISION – DONATION FROM LOS ANGELES CLIPPERS, INC. FOR CONTINUED SUPPORT OF THE JUNIOR CLIPPERS BASKETBALL PROGRAM

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Assistant General Manager Vicki Israel presented General Manager's Report No. 16-069 for acceptance of a donation from Los Angeles Clippers, Inc. for in-kind contributions with a total

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estimated value of \$250,000.00 for continued support of the Junior Clippers Basketball Program benefitting 12,000 participants from 68 Recreation Centers.

16-070

LOS ANGELES PARKS FOUNDATION – QUARTERLY REPORT FOR GIFTS AND DONATIONS PROVIDED FOR THE BENEFIT OF LOS ANGELES CITY PARKS DURING THE PERIODS OF APRIL 2015 THROUGH JUNE 2015, JULY 2015 THROUGH SEPTEMBER 2015, AND OCTOBER 2015 THROUGH DECEMBER 2015

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented General Manager's Report No. 16-070 for acceptance of gifts and donations provided to the Department by the Los Angeles Parks Foundation during the periods of April 2015 through June 2015, July 2015 through September 2015, and October 2015 through December 2015 with a total value of \$515,372.00. Commissioner Sanford requested that the quarterly reports specify the City parks that receive the gifts and donations.

16-071

BALDWIN HILLS RECREATION CENTER – AGREEMENT WITH MIRACLE LEAGUE LOS ANGELES FOR THE OPERATION OF A BASEBALL LEAGUE FOR PERSONS WITH SPECIAL NEEDS

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented General Manager's Report No. 16-071 for approval of a proposed three-year Operating Agreement with Miracle League Los Angeles setting forth the terms and conditions for Miracle League's shared use of the universally accessible ball field at Baldwin Hills Recreation Center for the operation of a baseball league for persons with special needs. The Board and Department staff discussed the current utilization of other baseball fields at the Baldwin Hills Recreation Center for existing baseball programs. Commissioner Alvarez requested that the Reports include detailed information regarding the non-profit entities that enter into partnership agreements with the Department. President Patsouras also requested a report at the end of the first year regarding the amount of participants and waived participation fees for the first two seasons.

16-072

PAN PACIFIC RECREATION CENTER – ACCEPTANCE OF DONATION FROM AMAR'E STOUDEMIRE

Assistant General Manager Kevin Regan presented General Manager's Report No. 16-072 for acceptance of a donation in the amount of \$20,000.00 by Amar'e Stoudemire to be used for uniforms, trophies, equipment, sports scholarships, and other sports programs at Pan Pacific Recreation Center.

16-073

RESEDA MULTIPURPOSE CENTER – APPROVAL OF ONEGENERATION, A CALIFORNIA NON-PROFIT CORPORATION, TO EXERCISE ITS OPTION TO EXTEND THE TERM OF LEASE FOR AN ADDITIONAL TEN (10) YEAR PERIOD FOR CONTINUED OPERATION AND MAINTENANCE

March 16, 2016

Cid Macaraeg, Senior Management Analyst II of the Planning, Construction and Maintenance Branch, presented General Manager's Report No. 16-073 for approval of ONEgeneration's option to extend the term of their Lease Agreement for an additional ten-year period to continue its operation at the Reseda Multipurpose Center. The Board and Department staff discussed the proposed terms of the Lease Agreement.

16-074

LINCOLN PARK POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1504P) (W.O. #E1907715) – LAND AND WATER CONSERVATION FUND PROGRAM – SUBMIT GRANT APPLICATION; CITY COUNCIL RESOLUTION; GRANT ACCEPTANCE

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Isophine Atkinson, Senior Management Analyst II of Grants Administration, presented General Manager's Report No. 16-074 for retroactive approval of a Land and Water Conservation Fund grant application in an amount up to \$3,000,000.00 for the Lincoln Park Pool and Bathhouse Replacement Project.

16-075

GAFFEY STREET POOL – POOL AND NEW BATHHOUSE RESTORATION (PRJ20726) (W.O. #E1907453F) PROJECT – RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3514

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Cid Macaraeg, Senior Management Analyst II of the Planning, Construction and Maintenance Branch, presented General Manager's Report No. 16-075 for the release of the Stop Payment Notices filed for the Gaffey Street Pool and New Bathhouse Restoration Project.

16-076

PARK PLAYGROUND AND EXERCISE EQUIPMENT – PIGGYBACK ON CONTRACT BETWEEN THE INTERLOCK PURCHASING SYSTEM AND LANDSCAPING STRUCTURES, INC. FOR THE PURCHASE AND INSTALLATION OF PARK PLAYGROUND AND EXERCISE EQUIPMENT, SURFACING, SITE FURNISHING, AND OTHER RELATED PRODUCTS AND SERVICES

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Kai Wong, Management Analyst II of the Finance Division, presented General Manager's Report No. 16-076 for approval of a proposed piggyback contract with Landscape Structures, Inc. for the purchase and installation of park playground and exercise equipment, surfacing, site furnishings, and other related products and services not-to-exceed \$5,000,000.00 per year, utilizing The Interlocal Purchasing System's competitive bid contract with Landscape Structures, Inc. pursuant to Charter Section 371(e)(8). The Board and Department staff discussed Landscape Structure's background and experience, and the utilization of local contractors that are licensed by Landscape Structures to install the playground and exercise equipment.

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16-077

FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS –  
REQUEST FOR QUALIFICATIONS

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General Manager Michael Shull requested to continue General Manager's Report No. 16-077 for a later date. Deputy City Attorney IV Anthony-Paul Diaz discussed that he is currently working with Department staff on standardizing the bid document checklist to include language that appropriately reflects the submittal requirements and the Board's discretion for waiving certain minimum qualifications for Requests for Qualifications and Requests for Proposals.

One written communication was submitted as public comment for General Manager's Report No. 16-070, and one written communication was submitted as public comment for General Manager's Report No. 16-076. Other public comments were invited; however, no other requests for public comment were received for the General Manager's Reports.

President Patsouras requested a Motion to approve the General Manager's Reports as presented, with the exception of General Manager's Report No. 16-077 which was held for consideration at a later date. Commissioner Sanford moved that the General Manager's Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

NEW BUSINESS:

- General Manager Michael Shull provided a verbal informational report regarding the Greek Theatre. A total of 70 contracted shows have been confirmed for the 2016 Season. The Greek Theatre's opening night is scheduled for Saturday, April 16, 2016. The capital improvement work is being completed, of which includes roof leak repairs due to recent rain conditions.
- General Manager Shull provided a verbal informational report regarding the status of the Department's strategic planning process. NPO Solutions and Department staff is continuing with key stakeholder interviews. A formal update to the Board will be scheduled in mid-April 2016.

COMMISSION TASK FORCES

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

Commissioners Zuñiga reported that a Commission Task Force on Concessions Meeting was held on March 16, 2016 prior to the Board Meeting, in which the Task Force discussed the current professional services agreements for tennis services, the Pershing Square Café Concession, and the golf food service concessions.

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

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

March 16, 2016

GENERAL MANAGER'S ORAL REPORT

General Manager Michael Shull reported on Department activities, facilities, and upcoming events. A total of 65 teens received their Certificate of Completion on March 15, 2016 for participating in the EXPO Center's Teen Leadership Program, which is an eight-week program that provides education on community issues, leadership skills, motivational and influential guest lectures, and college and career opportunities. The Teen Leadership Program participants are eligible for a paid summer internship sponsored by The Friends of EXPO Center, Natural History Museum, and Councilmember Curren D. Price, Jr.'s Office, Ninth Council District. The 66<sup>th</sup> Annual Los Angeles Junior Golf Championships tournament is scheduled on March 19, 2016 through March 21, 2016 at six City golf courses with approximately 450 youth participating in the tournament.

PUBLIC COMMENTS

Public comment on matters within the Board's jurisdiction was invited. A total of seven requests for public comment were received, and such comments were made to the Board.

FUTURE AGENDA ITEMS

Commissioner Alvarez requested an update on the restroom issues at San Julian Park and Gladys Park, as well as a general update on restroom maintenance policies.

NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, April 6, 2016, 9:30 a.m., at EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 11:05 a.m.

ATTEST

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PRESIDENT

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BOARD SECRETARY

REPORT OF GENERAL MANAGER

NO. 16-078

DATE April 06, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS COMMUNICATIONS



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

The following communications have been received by the Board and recommended action thereon is presented.

From:

1) Mayor, relative to Construction Contracts with three firms for As-Needed All-Weather Turf Construction, Retrofit, Maintenance and Repairs.

2) Mayor, relative to a Proposed Amendment to Contract No. 3449 with Sani Group, Inc. dba BMC Landscape Management for As-Needed Landscape Construction, Retrofit, Maintenance and/or Repair Services.

3) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending February 26, March 4, and March 11, 2016.

4) Josefa Del Socorro, relative to the fees charged at local recreation centers.

5) Various residents, thirteen communications relative to the Hollywoodland neighborhood.

Recommendation:

Referred to staff for further processing.

Referred to staff for further processing.  
(Report No. 16-047)

Note and File.

Referred to General Manager.

Note and File.

REPORT OF GENERAL MANAGER

PG. 2

NO. 16-078

- 6) Jerome Puttler, relative to how he was treated by a coach at the Vermont Canyon Tennis Complex. Referred to General Manager.
- 7) Three residents, relative to the Griffith Park Circulation and Parking Enhancement Plan MND. Note and File.
- 8) Venessa Gopaul, MPL, Precision Concrete Cutting, relative to education about ADA Compliant Sidewalks. Referred to General Manager.
- 9) Amy Colombo, relative to the Jemz Girls program. Referred to General Manager.
- 10) Craig Israel, relative to an employee at Rancho Park Driving Range. Referred to General Manager.
- 11) Joyce Dillard, relative to donations from the Los Angeles Parks Foundation. Note and File.  
(Report No. 16-070)
- 12) Joyce Dillard, relative to a proposed contract with Landscape Structures, Inc., for the purchase and installation of park playground and exercise equipment, surfacing, site furnishings and other related products and services. Note and File.  
(Report No. 16-076)
- 13) Hannah Babishoff, Child Life Intern, Miller Children's \ Women's Hospital Child Life Program, relative to having Griffith Observatory staff present programs there. Referred to General Manager.
- 14) Tom Marble, relative to allegedly illegal activity in and around Ernest E. Debs Park, with a response from Park Ranger Captain Albert Torres. Referred to General Manager.
- 15) Bob Jablonski, commending Sr. Park Ranger Albert Torres. Place letter in Employee Personnel file.

REPORT OF GENERAL MANAGER

PG. 3

NO. 16-078

16) Duane N. Bronk, President, Griffith Park Pony Ride, Inc., to the General Manager, relative to their operation of the Griffith Park Pony Ride Concession.

Note and File.

17) Hutch Topikian, two communications relative to allegedly speeding vehicles in Griffith Park.

Referred to General Manager.

18) Nico Machida, relative to the decorations at Orcutt Ranch.

Referred to General Manager.

19) Mark Lipman, to Councilmember Bonin, relative to public access to local community centers in Venice.

Note and File.

This Report was prepared by Paul Liles, Clerk Typist, Commission Office.



REPORT OF GENERAL MANAGER

NO. 16-079

DATE April 06, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF DIVISION – IMPLEMENTATION OF VARIOUS GOLF CONSULTANT RECOMMENDATIONS RELATED TO GOLF FEES

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

\*K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the elimination of the Resident vs. Non-resident fee structure at all City of Los Angeles (City) golf facilities, as outlined in the Summary of this Report;
2. Approve the proposed changes to the Schedule of Rates and Fees for Golf (Attachment A) as outlined in the Summary of this Report, effective May 1, 2016, subject to the approval of the United States Army Corps of Engineers (USACE) where applicable;
3. Direct staff to request approval from USACE of the revised golf green fees for those golf courses located on USACE property;
4. Authorize Department staff to amend the Schedule of Rates and Fees to incorporate the aforementioned changes; and,
5. Approve the implementation of a Capital Contribution Surcharge on every round of golf, as outlined in the Summary of this Report.

SUMMARY:

The Department of Recreation and Parks (RAP) Golf Division maintains and operates seven (7) 18-hole golf courses, three (3) 9-hole golf courses, two (2) 9-hole pitch and putt golf courses, an 18-hole pony course, and a golf training academy. The training academy provides golf instruction to youth under the age of eighteen (18) and performs significant outreach to inner city underprivileged children. The 18-hole pony course is located within Holmby Park. Golf Division staff is responsible for the maintenance of the golf course as well as bowling greens, children's play area, and the park's grounds.

## REPORT OF GENERAL MANAGER

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NO. 16-079

City employees perform all maintenance, starter, and electric cart fleet management on each golf facility. The Golf Division also self-operates three (3) of its five (5) driving ranges. All salary expenses, including indirect costs of employees, utilities, supplies and contract services, are funded through revenue generated by the golf facilities. In addition to covering operational expenses, it is essential that the Golf Division generate additional revenue to maintain and improve the City's golf assets.

During 2014 and 2015, RAP contracted with Global Golf Advisors ("GGA"), a golf industry consulting group, to assist the Golf Division in studying ten (10) specific study areas related to the operation of City golf facilities and developing a short and long term strategic plan. Final recommendations were presented by GGA to the Board of Recreation and Parks Commissioners on December 9, 2015.

With this Report, staff is proposing approval for implementation of three (3) of the fifteen (15) recommendations put forth by GGA:

- Non-Resident Engagement
- Yield Management and Dynamic Pricing
- Golf Cart Pricing

### NON-RESIDENT ENGAGEMENT

On July 1, 2008, RAP implemented a Resident vs. Non-resident fee structure at all City golf courses. (Report No. 08-178) Subsequently, within one (1) year, the non-resident pricing was eliminated at Harbor (9-hole), Los Feliz (3-par), Rancho Park (3-par) and Holmby Park/Armand Hammer (3-par) golf courses due to the significant drop in play resulting from the Resident vs. Non-resident pricing differential. The current price for golfers residing outside the boundaries of the City of Los Angeles is Five Dollars (\$5.00) higher for 18-hole courses and Three Dollars (\$3.00) higher for 9-hole courses.

GGA believes that non-resident golfers are deterred from City golf facilities due to the current pricing structure. GGA's recommendation states the following:

- The City's facilities are located within a close proximity to the administrative boundaries of the City. Consequently, some golfers may reside less than one (1) mile from a given facility, yet be deemed 'Non-residents' because they do not reside within the administrative boundary. As a result, the delineation of Resident and Non-resident rates is driving 'Non-resident' golfers away from City courses.
- On average, twenty-seven percent (27%), thirty-four percent (34%), and forty-nine percent (49%) of people are deemed Non-residents within a 5mile, 10mile, and 20mile radius, respectively, surrounding each City Golf facility, while Non-resident rounds played currently average less than fourteen percent (14%) of all rounds played annually.
- The Patron Survey ("Survey") revealed that thirty-three percent (33%) of participants have a friend who avoids City courses because they have been deemed to be a Non-resident.

## REPORT OF GENERAL MANAGER

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NO. 16-079

All golf patrons, including non-resident golfers, are integral to revenue generation for operational and capital expenditure needs of City golf facilities. Revenue generated from non-resident golfers is applied directly to the maintenance and preservation of City assets. As a result, RAP is proposing the elimination of the Resident vs. Non-resident fee structure at all City golf facilities in order to increase play and revenue at the City's golf courses.

### YIELD MANAGEMENT AND DYNAMIC PRICING

Over the last decade, golf courses across the United States, as well as, the local golf market have trended towards the adoption of a dynamic pricing model. Dynamic pricing allows golf courses to increase utilization by matching supply and demand for a given tee-time. The greatest impact of rounds increases are seen during off-peak times. GGA believes that rounds played at City golf courses can be increased through the adoption of yield management best practices and dynamic pricing.

After a comprehensive market study, GGA has the following findings:

- RAP should implement a sophisticated yield management program and dynamic pricing model at all City courses utilizing the new information system to be implemented.
- Yield management requires active management of the tee sheets and rates. The tee sheet should be constantly monitored and analyzed in order to identify times of opportunity to release special pricing for specified times in order to utilize all available inventory.
- The first objective of a yield management system is to fill the tee sheet for each course at the highest possible rate. Once the tee sheet is reasonably full, management will begin to increase the variable rate to test and measure the elasticity of price within its targeted audience.
- In order to manage a yield management program effectively, key performance indicators must be readily available and monitored to allow for quick and decisive action. The information system utilized by the City must be sophisticated enough to track and report key performance indicators and allow for advanced tee sheet management.
- A comprehensive Market Study was conducted by GGA to determine the upper end of the market for City golf facilities. These "market rates" are considered by GGA to be the "price ceiling" for LA City golf courses. GGA, however, is proposing 2016 posted peak prices that are lower than the price ceiling, as it will be important for the City to adjust pricing to market over a period of time.
- As part of the yield management directive, Golf Division management will need to have the ability to offer any range of discounts, specials, packages and promotions below the

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ceiling price, including the ability to offer services and access for no charge as part of any number of programs or specials.

- With the tracking and reporting capabilities that will be available through the anticipated new information system, RAP staff will develop discounting guidelines based on performance indicators. GGA recommends that the actual revenue received per round as compared to the actual posted peak rate should remain higher than sixty-five percent (65%) at all times, with a target of seventy percent (70%) to eighty (80%). This measurement is a key requirement in an effective yield management program and provides feedback to the City with respect to the effectiveness of the program. If overall yield drops below sixty-five percent (65%), management must reduce the size and scope of discounting. If the overall yield rises above eighty percent (80%), management must slowly increase the size and scope of discounting or risk a significant reduction in utilization and erosion of affordable golf.
- The City should adjust pricing in 2016 to reflect the proposed peak rate pricing shown in Table 2, and increase these rates annually at the pace of inflation (estimated to be one point eight percent (1.8%) per year) without seeking further Board approval.

Table 2: Recommended 2016 Peak Rate Pricing Adjustments

Course	2015		Proposed 2016			2015		Proposed 2016	
	MON – THUR		MON – THUR			FRI		SAT – SUN / HOL	
	Peak	Off-Peak	Posted Peak Rates	Peak	Off-Peak	Posted Peak Rates	Peak	Off-Peak	Posted Peak Rates
Encino	\$30.00	\$35.00	\$32.00	\$34.00	\$39.00	\$36.00	\$40.00	\$45.00	\$42.00
Balboa	\$30.00	\$35.00	\$32.00	\$34.00	\$39.00	\$36.00	\$40.00	\$45.00	\$42.00
Woodley Lakes	\$30.00	\$35.00	\$28.00	\$34.00	\$39.00	\$32.00	\$40.00	\$45.00	\$38.00
Hansen Dam	\$30.00	\$35.00	\$29.00	\$34.00	\$39.00	\$33.00	\$40.00	\$45.00	\$39.00
Rancho Park 18	\$33.00	\$38.00	\$35.50	\$37.00	\$42.00	\$39.50	\$43.00	\$48.00	\$45.50
Wilson	\$33.00	\$38.00	\$35.00	\$37.00	\$42.00	\$39.00	\$43.00	\$48.00	\$45.00
Harding	\$30.00	\$35.00	\$32.00	\$34.00	\$39.00	\$36.00	\$40.00	\$45.00	\$42.00
Harbor Park	\$16.00	\$16.00	\$17.00	\$18.50	\$18.50	\$19.50	\$21.00	\$21.00	\$22.00
Penmar	\$14.50	\$17.50	\$16.00	\$16.75	\$19.75	\$18.25	\$19.00	\$22.00	\$20.50
Roosevelt	\$14.50	\$17.50	\$16.00	\$16.75	\$19.75	\$18.25	\$19.00	\$22.00	\$20.50

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	2015		Proposed 2016		2015		Proposed 2016		2015		Proposed 2016	
	MON - THUR		MON - THUR		FRI		FRI		SAT - SUN / HOL		SAT - SUN / HOL	
	Res	Max Res	Posted Peak Rates	Res	Max Res	Posted Peak Rates	Res	Max Res	Posted Peak Rates	Res	Max Res	Posted Peak Rates
Rancho Park 9	\$7.00	\$7.00	\$8.00	\$7.50	\$7.50	\$8.50	\$8.00	\$8.00	\$9.00			
Los Feliz	\$5.50	\$5.50	\$6.50	\$6.25	\$6.25	\$7.25	\$7.00	\$7.00	\$8.00			

- RAP should also have in place ceiling prices equal to “market rates”, with annual inflationary increases, to further provide Golf Division staff flexibility and enable yield management and dynamic pricing. Ceiling prices recommended by GGA that factor in market forces as of 2015 are shown in Table 1 below:
- The Ceiling Price will provide the Golf Division with the flexibility needed to implement a component of dynamic pricing whereby rates that are above the regular posted peak rates are available to be charged for periodic/limited special events and tournaments.

Table 1: Recommended Ceiling Price

Facility	Ceiling Price (11/15/15 Peak)
Encino	\$45.00
Balboa	\$45.00
Woodley Lakes	\$41.00
Hansen Dam	\$42.00
Rancho Park 18	\$51.50
Wilson	\$50.50
Harding	\$45.00
Rancho Park 9	\$10.00
Harbor Park	\$25.00
Penmar	\$23.00
Roosevelt	\$23.00
Los Feliz	\$9.00
Tournaments	\$77.25

- The GGA Strategic Plan recommends that RAP invest in capital improvements to considerably improve the golf facilities and the patron experience. City golfers, through surveys and focus groups, have indicated that they are willing to pay more for an improved golf experience. RAP should implement a Capital Contribution Surcharge on every round, to be earmarked and protected for City of Los Angeles golf course capital related expenses only. The Capital Contribution Surcharge per round is summarized in

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Table 3 below, to be increased annually at the pace of inflation. The Capital Contribution Surcharge is included in the proposed 2016 prices as summarized in Table 2.

Table 3: Capital Contribution Surcharge

Capital Contribution Surcharge	
Encino	\$2.00
Balboa	\$2.00
Woodley Lakes	\$2.00
Hansen Dam	\$2.00
Rancho Park 18	\$2.50
Wilson	\$2.00
Harding	\$2.00
Rancho Park 9	\$1.00
Harbor Park	\$1.00
Penmar	\$1.00
Roosevelt	\$1.00
Los Feliz	\$1.00

GGA believes the City can increase rounds played by an estimated 183,900 across all facilities, resulting in an increase of green fee revenue of Four Million, One Hundred Twenty-One Thousand, One Hundred Twenty-One Dollars (\$4,121,121.00).

- 89,500 rounds can be added through the implementation of dynamic pricing. The most underutilized facilities will see the greatest increase in rounds due to dynamic pricing.
- 51,610 rounds can be added through the removal of Non-Resident rates.
- An additional 42,790 rounds can be added through price adjustments in accordance with local market conditions surrounding each facility. Woodley Lakes and Hansen Dam will experience the greatest influx of new market-driven rounds as the proposed rates for these facilities have been lowered to increase utilization.

RAP proposes the approval of the following recommendations by GGA:

- Implementation of yield management and dynamic pricing as a means to increase rounds and revenue;
- Implementation of 2016 Posted Peak Prices and Price Ceilings as summarized in the attached Schedule of Rates and Fees for Golf (Attachment A). Department management will determine all further discounted fees (i.e. twilight fees, super twilight fees, senior discounts, junior discounts, etc.) using yield management best practices; and

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- Implementation of a Capital Contribution Surcharge by facility. All Capital Contribution Surcharge fees collected will be deposited to the Golf Capital Improvement Account 89G402, Fund 52H, Department 89.

### GOLF CART PRICING

The City self-operates the rental of its golf cart fleet at its seven (7) 18-hole golf courses and the Harbor Park 9-hole golf course. Electric golf cart rentals generate over Three Million, Seven Hundred Thousand Dollars (\$3,700,000.00) in annual revenue. The City currently has a single rider fee of Sixteen Dollars (\$16.00) and a double rider fee of Twenty-Four Dollars (\$24.00). GGA believes this pricing structure is not ideal, since golfers not sharing a cart are penalized with a higher rate. GGA also believes that City golf cart rates are slightly below market levels for comparable facilities. This provides an opportunity to increase golf cart revenue through price restructuring, as dictated by the market. GGA is recommending that the City discard the single and double rider cart fees and have a single "per seat" rate of Fourteen Dollars (\$14.00) per 18-holes for 2016.

At the Harbor Park 9-hole golf course, the City currently charges a rental fee of Ten Dollars (\$10.00) per cart, regardless of the number of riders. GGA recommends maintaining the existing pricing structure at Harbor Park with an increase of Two Dollars (\$2.00) to Twelve Dollars (\$12.00) per cart rental fee for 2016.

GGA believes that electric cart revenue will increase by One Million, Fifty Thousand, Eight Hundred Seventy-Six Dollars (\$1,050,876.00) due to the change in cart pricing structure.

- The current cart rates of Twenty-Four Dollars (\$24.00) (double) and Sixteen Dollars (\$16.00) (single) result in a weighted average cart price of approximately Twelve Dollars and Eighty-Five Cents (\$12.85) per seat. The new Fourteen Dollars (\$14.00) per seat results in an approximate nine percent (9%) increase in cart revenue per round at facilities where this rate is implemented.
- The remainder of the increased Cart revenue is a function of the increase in rounds played.

In addition to the 2016 pricing proposed by GGA, and similar to the pricing structure for green fees, RAP is proposing to implement a ceiling price of Sixteen Dollars (\$16.00) "per seat" at the 18-hole facilities and a ceiling price of Fourteen Dollars (\$14.00) per cart at Harbor Park golf course, to be adjusted annually for inflation.

### OTHER GOLF FEES

In addition to golf green fees and electric golf carts, various other fees are collected on the City's golf courses. To grant the Golf Division the flexibility to market its golf resources, RAP is requesting approval of the following ceiling prices for various fees collected at the golf course:

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Fee Description	Unit Price
Player Card	\$30.00 per year
Hand Cart Rental	\$8.00
Golf Club Rental	\$2.00
Golf Club Set Rental	\$50.00
Locker Rental Daily	\$5.00 per day
Locker Rental Monthly	\$20.00 per month
Locker Rental Annual	\$100.00 per year
No Show Penalty	Total Reservation Price
Web Reservation Fee for Non-Player Cardholders	Total Reservation Price
Merchandise Sales	100% Markup
Driving Range Ball Rental	\$0.25 per ball
Driving Range Key Discount	30%
Driving Range Stall Rental Monthly*	\$1,000.00 per month
Driving Range Stall Rental Hourly*	\$50.00 per hour
Electric Cart Special Use Rental	\$300.00 per day
Youth Golf Camp Permit	\$100.00 per hour

\* Fee available also for Golf Professional Lesson Services

FISCAL IMPACT STATEMENT:

There is no negative impact on the RAP General Fund, as all revenue is deposited to and expenses are paid from the Golf Operations Special Fund 52H.

Report prepared by James N. Ward, Golf Manager, Golf Division.

**GOLF**  
 (Revised ~~December 11, 2013~~ May 1, 2016)

**I. CEILING PRICE**

Maximum fee to be charged at each facility. Whenever the Golf Manager or designee deems that a different rate is appropriate for dynamic pricing, yield management, marketing, course conditions, temporary circumstances, special events and tournaments, the established fees may be modified as needed. Ceiling Price is to be adjusted for inflation annually.

*All fees generated from golf operations shall be deposited into the Golf Special Fund.*

**Green Fees and Electric Golf Cart Fees**

Facility	Green Fees Ceiling Price	Electric Golf Carts Ceiling Price Per Rider
Rancho Park 18	\$51.50	\$16.00
Wilson	\$50.50	\$16.00
Encino	\$45.00	\$16.00
Balboa	\$45.00	\$16.00
Woodley Lakes	\$41.00	\$16.00
Hansen Dam	\$42.00	\$16.00
Harding	\$45.00	\$16.00
Harbor Park	\$25.00	\$14.00*
Penmar	\$23.00	N/A
Roosevelt	\$23.00	N/A
Rancho Park 9	\$10.00	N/A
Los Feliz	\$9.00	N/A
Holmby Park	\$7.00	N/A
Tournaments	\$77.25	\$16.00

\* Fee is for single or double rider

**Other Golf Fees**

Fee Description	Ceiling Price
Player Card	\$30.00 per year
Hand Cart Rental	\$8.00
Golf Club Rental	\$2.00
Golf Club Set Rental	\$50.00
Locker Rental Daily	\$5.00 per day
Locker Rental Monthly	\$20.00 per month
Locker Rental Annual	\$100.00 per year
No Show Penalty	Total Reservation Price
Web Reservation Fee for Non-Player Cardholders	Total Reservation Price

Fee Description	Ceiling Price
Merchandise Sales	100% Markup
Driving Range Ball Rental	\$0.25 per ball
Driving Range Key Discount	30%
Driving Range Stall Rental Monthly*	\$1,000.00 per month
Driving Range Stall Rental Hourly*	\$50.00 per hour
Electric Cart Special Use Rental	\$300.00 per day
Youth Golf Camp Permit	\$100.00 per hour

\*Fee available also for Golf Professional Lesson Services

**II. 2016 POSTED FEES**

Whenever the Golf Manager or designee deems that a discount rate is appropriate for dynamic pricing, yield management, marketing, course conditions, or temporary circumstances, the established fees may be discounted as needed. Posted fees to be adjusted for inflation annually, or as deemed necessary.

**Green Fees**

Facility	Green Fee Weekdays (Mon-Thurs)	Green Fee Friday	Green Fee Weekends & Holidays	Electric Cart
Rancho Park 18	<del>\$33.00-\$38.00</del> \$35.50	<del>\$37.00-\$42.00</del> \$39.50	<del>\$43.00-\$48.00</del> \$45.50	<del>\$24 per cart</del> \$14 per seat
Wilson	<del>\$33.00-\$38.00</del> \$35.00	<del>\$37.00-\$42.00</del> \$39.00	<del>\$43.00-\$48.00</del> \$45.00	<del>\$24 per cart</del> \$14 per seat
Encino	<del>\$30.00-\$35.00</del> \$32.00	<del>\$34.00-\$39.00</del> \$36.00	<del>\$40.00-\$45.00</del> \$42.00	<del>\$24 per cart</del> \$14 per seat
Balboa	<del>\$30.00-\$35.00</del> \$32.00	<del>\$34.00-\$39.00</del> \$36.00	<del>\$40.00-\$45.00</del> \$42.00	<del>\$24 per cart</del> \$14 per seat
Harding	<del>\$30.00-\$35.00</del> \$32.00	<del>\$34.00-\$39.00</del> \$36.00	<del>\$40.00-\$45.00</del> \$42.00	<del>\$24 per cart</del> \$14 per seat
Hansen Dam	<del>\$30.00-\$35.00</del> \$29.00	<del>\$34.00-\$39.00</del> \$33.00	<del>\$40.00-\$45.00</del> \$39.00	<del>\$24 per cart</del> \$14 per seat
Woodley Lakes	<del>\$30.00-\$35.00</del> \$28.00	<del>\$34.00-\$39.00</del> \$32.00	<del>\$40.00-\$45.00</del> \$38.00	<del>\$24 per cart</del> \$14 per seat
Harbor Park	<del>\$16.00</del> \$17.00	<del>\$18.50</del> \$19.50	<del>\$21.00</del> \$22.00	<del>\$20 per cart</del> \$12 per cart
Penmar	<del>\$14.50-\$17.50</del> \$16.00	<del>\$16.75-\$19.75</del> \$18.25	<del>\$19.00-\$22.00</del> \$20.50	N/A
Roosevelt	<del>\$14.50-\$17.50</del> \$16.00	<del>\$16.75-\$19.75</del> \$18.25	<del>\$19.00-\$22.00</del> \$20.50	N/A
Rancho Park 9	<del>\$7.00</del> \$8.00	<del>\$7.50</del> \$8.50	<del>\$8.00</del> \$9.00	N/A

Facility	Green Fee Weekdays (Mon-Thurs)	Green Fee Friday	Green Fee Weekends & Holidays	Electric Cart
Los Feliz	<del>\$5.50</del>	<del>\$6.25</del>	<del>\$7.00</del>	N/A
	\$6.50	\$7.25	\$8.00	
Holmby Park	\$3.00	\$3.50	\$4.00	N/A

**Senior Citizens (Age 60 and Over)**

Senior Citizen discounted fees are effective Monday through Friday (non-holidays) and on weekends and holidays on an as-needed basis at the discretion of the Golf Manager or his designee.

Facility	Weekdays (Mon-Thurs)	Friday	Weekends & Holidays	Weekdays (Mon-Thurs) 9-Hole/Twilight	Friday 9-Hole/Twilight
Rancho Park 18	<del>\$20.00-\$25.00</del>	<del>\$23.00-\$28.00</del>	N/A	<del>\$13.00-\$16.00</del>	<del>\$15.00-\$18.00</del>
	\$21.00	\$23.00	\$25.00	\$14.00	\$16.00
Wilson	<del>\$20.00-\$25.00</del>	<del>\$23.00-\$28.00</del>	N/A	<del>\$13.00-\$16.00</del>	<del>\$15.00-\$18.00</del>
	\$21.00	\$23.00	\$25.00	\$14.00	\$16.00
Encino	<del>\$19.00-\$24.00</del>	<del>\$22.00-\$27.00</del>	N/A	<del>\$12.00-\$15.00</del>	<del>\$14.00-\$17.00</del>
	\$20.00	\$22.00	\$24.00	\$12.50	\$14.50
Balboa	<del>\$19.00-\$24.00</del>	<del>\$22.00-\$27.00</del>	N/A	<del>\$12.00-\$15.00</del>	<del>\$14.00-\$17.00</del>
	\$20.00	\$22.00	\$24.00	\$12.50	\$14.50
Harding	<del>\$19.00-\$24.00</del>	<del>\$22.00-\$27.00</del>	N/A	<del>\$12.00-\$15.00</del>	<del>\$14.00-\$17.00</del>
	\$20.00	\$22.00	\$24.00	\$12.50	\$14.50
Hansen Dam	<del>\$19.00-\$24.00</del>	<del>\$22.00-\$27.00</del>	N/A	<del>\$12.00-\$15.00</del>	<del>\$14.00-\$17.00</del>
	\$19.00	\$21.00	\$23.00	\$12.00	\$14.00
Woodley Lakes	<del>\$19.00-\$24.00</del>	<del>\$22.00-\$27.00</del>	N/A	<del>\$12.00-\$15.00</del>	<del>\$14.00-\$17.00</del>
	\$19.00	\$21.00	\$23.00	\$12.00	\$14.00
Harbor Park	<del>\$10.00</del>	<del>\$12.00</del>	N/A		
	\$10.50	\$12.50	\$15.00		
Penmar	<del>\$9.00-\$12.00</del>	<del>\$11.00-\$14.00</del>	N/A		
	\$9.50	\$11.50	\$13.50		
Roosevelt	<del>\$9.00-\$12.00</del>	<del>\$11.00-\$14.00</del>	N/A		
	\$9.50	\$11.50	\$13.50		
Rancho Park 9	<del>\$5.00</del>	<del>\$5.50</del>			
	\$5.50	\$6.00			
Los Feliz	<del>\$4.00</del>	<del>\$4.75</del>			
	\$4.50	\$5.25			

**Senior Citizen Lifeline Program (Age 65 and Over) Fees**

Senior Citizen Lifeline Program discounted fees are effective Monday through Friday (non-holidays) after 12:00 pm. Seniors who qualify for the Department of Water and Power Lifeline Rate exemption or qualify for Supplemental Security Income (SSI) from the Social Security Administration, and present additional identification showing proof of age and residency within the City of Los Angeles, will be

issued a card verifying eligibility that will entitle Seniors to a discount equal to 50% of the weekday green fee.

Facility	Weekdays (Mon-Thurs)	Friday	Weekdays (Mon-Thurs) 9-Hole/Twilight	Friday 9-Hole/Twilight
Rancho Park 18	<del>\$16.50</del>	<del>\$18.50</del>	<del>\$10.00</del>	<del>\$11.00</del>
	\$17.75	\$19.75	\$11.00	\$12.00
Wilson	<del>\$16.50</del>	<del>\$18.50</del>	<del>\$10.00</del>	<del>\$11.00</del>
	\$17.50	\$19.50	\$10.50	\$11.50
Encino	<del>\$15.00</del>	<del>\$17.00</del>	<del>\$9.50</del>	<del>\$10.50</del>
	\$16.00	\$18.00	\$10.00	\$11.00
Balboa	<del>\$15.00</del>	<del>\$17.00</del>	<del>\$9.50</del>	<del>\$10.50</del>
	\$16.00	\$18.00	\$10.00	\$11.00
Harding	<del>\$15.00</del>	<del>\$17.00</del>	<del>\$9.50</del>	<del>\$10.50</del>
	\$16.00	\$18.00	\$10.00	\$11.00
Hansen Dam	<del>\$15.00</del>	<del>\$17.00</del>	<del>\$9.50</del>	<del>\$10.50</del>
	\$14.50	\$16.50		
Woodley Lakes	<del>\$15.00</del>	<del>\$17.00</del>	<del>\$9.50</del>	<del>\$10.50</del>
	\$14.00	\$16.00		
Harbor Park	<del>\$8.00</del>	<del>\$9.25</del>		
	\$8.50	\$9.75		
Penmar	<del>\$7.25</del>	<del>\$8.50</del>		
	8.00	\$9.00		
Roosevelt	<del>\$7.25</del>	<del>\$8.50</del>		
	8.00	\$9.00		
Rancho Park 9	<del>\$3.50</del>	<del>\$3.75</del>		
	\$4.00	\$4.25		
Los Feliz	<del>\$2.75</del>	<del>\$3.75</del>		
	\$3.25	\$3.50		

**Juniors**

Junior fees apply until September 1 of one's year of high school graduation or one's 19<sup>th</sup> birthday, whichever comes first. Any golfer age 12 or younger must be certified to play and must be accompanied by an adult. Golfers 12 years of age and younger at Los Feliz and Holmby Park do not need to be certified but must be accompanied by an adult.

Facility	Weekdays (Mon-Fri)	Weekend / Holiday / Permit Play *	Weekdays (Mon-Fri) 9-Hole/ Twilight	Weekend & Holiday 9-Hole/ Twilight	Tournaments/ League Play
Rancho Park 18	<del>\$6.00</del>	<del>\$7.00</del>	<del>\$5.00</del>	<del>\$6.00</del>	<del>\$11.00</del>
	\$8.00	\$15.00	\$6.00	\$10.00	\$15.00
Wilson	<del>\$6.00</del>	<del>\$7.00</del>	<del>\$5.00</del>	<del>\$6.00</del>	<del>\$11.00</del>
	\$8.00	\$15.00	\$6.00	\$10.00	\$15.00

Facility	Weekdays (Mon-Fri)	Weekend / Holiday / Permit Play *	Weekdays (Mon-Fri) 9-Hole/ Twilight	Weekend & Holiday 9-Hole/ Twilight	Tournaments/ League Play
Encino	<del>\$6.00</del>	<del>\$7.00</del>	<del>\$5.00</del>	<del>\$6.00</del>	<del>\$11.00</del>
	\$8.00	\$15.00	\$6.00	\$10.00	\$15.00
Balboa	<del>\$6.00</del>	<del>\$7.00</del>	<del>\$5.00</del>	<del>\$6.00</del>	<del>\$11.00</del>
	\$8.00	\$15.00	\$6.00	\$10.00	\$15.00
Harding	<del>\$6.00</del>	<del>\$7.00</del>	<del>\$5.00</del>	<del>\$6.00</del>	<del>\$11.00</del>
	\$8.00	\$15.00	\$6.00	\$10.00	\$15.00
Hansen Dam	<del>\$6.00</del>	<del>\$7.00</del>	<del>\$5.00</del>	<del>\$6.00</del>	<del>\$11.00</del>
	\$8.00	\$15.00	\$6.00	\$10.00	\$15.00
Woodley Lakes	<del>\$6.00</del>	<del>\$7.00</del>	<del>\$5.00</del>	<del>\$6.00</del>	<del>\$11.00</del>
	\$8.00	\$15.00	\$6.00	\$10.00	\$15.00
Harbor Park	<del>\$5.00</del>	<del>\$6.00</del>			<del>\$6.00</del>
	\$6.00	\$10.00			\$10.00
Penmar	<del>\$5.00</del>	<del>\$6.00</del>			<del>\$6.00</del>
	\$6.00	\$10.00			\$10.00
Roosevelt	<del>\$5.00</del>	<del>\$6.00</del>			<del>\$6.00</del>
	\$6.00	\$10.00			\$10.00
Rancho Park 9	<del>\$3.50</del>	<del>\$4.50</del>			<del>\$5.00</del>
	\$4.00	\$5.00			\$7.00
Los Feliz	<del>\$3.50</del>	<del>\$4.50</del>			<del>\$5.00</del>
	\$4.00	\$5.00			\$7.00
Holmby Park	<del>\$2.00</del>	<del>\$2.00</del>			<del>\$2.00</del>
	\$3.00	\$4.00			\$4.00

\*High Schools, classes, etc.

Whenever the General Manager or designee (Assistant General Manager) deems that a discount rate is appropriate for marketing, or due to course condition or temporary circumstances, the established twilight, super twilight and mid-day rates will be utilized.

*All fees generated from golf operations shall be deposited into the Golf Special Fund*

## SECTION I — STANDARD FEES

### RESIDENT GREEN FEES

\*\*\*MUST HAVE RESIDENT PLAYER CARD TO RECEIVE RESIDENT DISCOUNT\*\*\*

— (with the exception of Harbor Park, Rancho Park 3 Par, Los Feliz, and Holmby Park)

Regulation Courses (Woodley Lakes, Wilson, Harding, Hansen Dam, Encino, Balboa, Rancho Park)

	<u>Weekdays</u> (Mon-Thurs)	<u>Friday</u>	<u>Weekends &amp;</u> <u>Holidays</u>
<b>Regulation</b>			
<b>—18-Hole Play</b>			
Rancho Park/Wilson	\$33.00	\$37.00	\$43.00
Other 18 Hole	\$30.00	\$34.00	\$40.00
<b>—9-Hole Play</b>			
Rancho Park/Wilson	\$20.00	\$22.00	\$25.00
Other 9 Hole	\$19.00	\$21.00	\$24.00
<b>Other Courses</b>			
Harbor Park	\$16.00	\$18.50	\$21.00
Penmar	\$14.50	\$16.75	\$19.00
Roosevelt	\$14.50	\$16.75	\$19.00
Rancho Park 3 par	\$ 7.00	\$ 7.50	\$ 8.00
Holmby Park 3 par	\$ 3.00	\$ 3.50	\$ 4.00
Los Feliz 3 par	\$ 5.50	\$ 6.25	\$ 7.00
(Replay \$3.00 Monday to Friday only)			

### NON-RESIDENT GREEN FEES

	<u>Weekdays</u> (Mon-Thurs)	<u>Friday</u>	<u>Weekends &amp;</u> <u>Holidays</u>
<b>Regulation</b>			
<b>—18-Hole Play</b>			
Rancho Park/Wilson	\$38.00	\$42.00	\$48.00
Other 18 Hole	\$35.00	\$39.00	\$45.00
<b>—9-Hole Play</b>			
Rancho Park/Wilson	\$23.00	\$25.00	\$28.00
Other 9 Hole	\$22.00	\$24.00	\$27.00
<b>Other Courses</b>			
Penmar	\$17.50	\$19.75	\$22.00
Roosevelt	\$17.50	\$19.75	\$22.00

## SECTION II — RESIDENT DISCOUNTED FEES

\*\*\*MUST HAVE RESIDENT PLAYER CARD TO RECEIVE RESIDENT DISCOUNT\*\*\*

— (with the exception of Juniors, Harbor Park, Rancho Park 3 Par, Los Feliz, and Holmby Park)

SENIOR CITIZEN GREEN FEES (age 60 and over)

Discounted fees are only effective during non-holidays, Monday through Friday and on weekends after 10:00 a.m. at non-premium golf courses on an as needed basis.

	Weekdays (Mon - Thurs)	Friday
<u>Regulation</u>		
<u>18 Hole Play</u>		
Rancho Park/Wilson	\$20.00	\$23.00
Other 18 Hole	\$19.00	\$22.00
<u>9 Hole Play</u>		
Rancho Park/Wilson	\$13.00	\$15.00
Other 9 Hole	\$12.00	\$14.00
<u>Other Courses</u>		
Harbor Park	\$10.00	\$12.00
Penmar	\$ 9.00	\$11.00
Roosevelt	\$ 9.00	\$11.00
Rancho Park 3 par	\$ 5.00	\$ 5.50
Los Feliz 3 par	\$ 4.00	\$ 4.75
Holmby Park 3 par	No Discount Allowed	

STUDENT/JUNIOR GREEN FEES (Junior rates apply until September 1 of one's year of high school graduation or one's 19<sup>th</sup> birthday, whichever comes first)

Any golfer age 12 or younger must be certified to play and must be accompanied by an adult. Golfers 12 years of age and younger at Los Feliz and Holmby do not need to be certified but must be accompanied by an adult.

Weekend/Holiday access: Junior golfers will be charged the weekend junior rate on weekends and holidays, on a walk-on basis only, subject to no existing reservations and no call sheet.

Weekdays only, except as above	Tournament	Weekdays (Mon-Friday)	Weekend & Holiday (Sat-Sun) & Permit Play*
<u>Regulation</u>			
18 Hole Play	\$11.00	\$6.00	\$7.00
9 Hole Play	n/a	\$5.00	\$6.00
<u>Other Courses</u>			
Harbor Park	\$6.00	\$5.00	\$6.00
Penmar	\$6.00	\$5.00	\$6.00
Roosevelt	\$6.00	\$5.00	\$6.00

\*High Schools, classes, etc.

All day	Weekdays (Mon-Fri)	Weekends & Holidays (Sat-Sun)	League w/permit & Reserved Time
Rancho Park 3 par	\$3.50	\$4.50	\$5.00
Los Feliz 3 par	\$3.50	\$4.50	\$5.00
Replay	\$2.00	\$2.50	
Holmby Park 3 par	\$2.00	\$2.00	\$2.00

SENIOR CITIZENS LIFELINE GOLF PROGRAM (65 years or older)

Green fees under the Senior Citizens Lifeline Golf program apply to all courses, except Holmby Park, for weekday play only (Monday to Friday) AFTER 12:00 PM. Seniors who qualify for the Department of Water and Power Lifeline Rate exemption or qualify for Supplemental Security Income (SSI) from the Social Security Administration and present additional identification, showing proof of age and residency within the City of Los Angeles, will be issued a card verifying eligibility that will entitle Seniors to a discount equal to 50% of Weekday Green Fees. Purchase of a Golf Reservation Card is not required.

	Weekdays (Mon - Thurs)	Friday
<u>Regulation</u>		
<u>18 Hole Play</u>		
Rancho Park/Wilson	\$16.50	\$18.50
Other 18 Hole	\$15.00	\$17.00
<u>9 Hole Play</u>		
Rancho Park/Wilson	\$10.00	\$11.00
Other 9 Hole	\$9.50	\$10.50
<u>Other Courses</u>		
Harbor Park	\$ 8.00	\$ 9.25
Penmar	\$ 7.25	\$ 8.50
Roosevelt	\$ 7.25	\$ 8.50
Rancho Park 3 par	\$ 3.50	\$ 3.75
Los Feliz 3 par	\$ 2.75	\$ 3.25

RATE REDUCTION WHEN TEMPORARY GREENS ARE IN USE

When more temporary greens are in use than the number stated below, regular weekday and weekend green fees only will be reduced as follows:

	<u>18-Hole Rates</u>		<u>9 Hole Rates</u>	
	<u>More than 3</u>	<u>More than 6</u>	<u>More than 2</u>	<u>More than 4</u>
Standard Green Fees only	\$2.50	\$5.00	\$1.50	\$3.00

Note: Temporary Green Discount does not apply to alternate greens. Discounts also do not apply to Senior & Junior green fees or other discounted rates.

MIDDAY, TWILIGHT, AND SUPER TWILIGHT FEES

Times and fees for Midday, Twilight, and Super Twilight rates are subject to approval of the General Manager.

	<u>Weekdays</u>		<u>Weekends</u>
	<u>(Mon - Thurs)</u>	<u>Friday</u>	<u>&amp; Holidays</u> <u>(Sat - Sun)</u>
Midday*	\$3.00 less than 18-hole green fees		
Twilight	18 Hole	Same as 9 hole green fees	
	9-Hole	\$ 8.50	\$10.25 \$12.00
Super Twilight	Rancho Park/Wilson	\$13.00	\$14.00 \$15.00
	Other 18 Hole	\$12.00	\$13.00 \$14.00

\*Midday rates (\$3.00 less than 18-hole green fees) will begin at the discretion of the General Manager.

**SECTION III — NON-RESIDENT DISCOUNTED FEES**

SENIOR CITIZEN GREEN FEES (age 60 and over)

Discounted fees are only effective during non-holidays, Monday through Friday and on weekends after 10:00 a.m. at non-premium golf courses on an as-needed basis.

	<u>Weekdays (Mon - Thurs)</u>	<u>Friday</u>
<u>Regulation</u>		
<u>18-Hole Play</u>		
Rancho Park/Wilson	\$25.00	\$28.00
Other 18 Hole	\$24.00	\$27.00
<u>9-Hole Play</u>		
Rancho Park/Wilson	\$16.00	\$18.00
Other 9 Hole	\$15.00	\$17.00
<u>Other Courses</u>		
Penmar	\$12.00	\$14.00
Roosevelt	\$12.00	\$14.00

STUDENT/JUNIOR GREEN FEES (Junior rates apply until September 1 of one's year of high school graduation or one's 19<sup>th</sup> birthday, whichever comes first)

Any golfer age 12 or younger must be certified to play and must be accompanied by an adult. Golfers 12 years of age and younger at Los Feliz and Holmby do not need to be certified but must be accompanied by an adult.

Weekend/Holiday access: Junior golfers will be charged the weekend junior rate on weekends and holidays, on a walk-on basis only, subject to no existing reservations and no call sheet.

<u>Weekdays only, except as above</u>	<u>Tournament</u>	<u>Weekdays (Mon-Fri)</u>	<u>Weekends &amp; Holidays (Sat-Sun) &amp; Permit Play*</u>
<u>Regulation Courses</u>			
18-Hole Play	\$11.00	\$6.00	\$7.00
9-Hole Play	n/a	\$5.00	\$6.00
<u>Other Courses</u>			
Harbor Park	\$6.00	\$5.00	\$6.00
Penmar	\$6.00	\$5.00	\$6.00
Roosevelt	\$6.00	\$5.00	\$6.00

\*High Schools, classes, etc.

<u>All day</u>	<u>Weekdays (Mon-Fri)</u>	<u>Weekends &amp; Holidays (Sat-Sun)</u>	<u>League w/permit &amp; Reserved Time</u>
Rancho Park 3 par	\$3.50	\$4.50	\$5.00
Los Feliz 3 par	\$3.50	\$4.50	\$5.00
Replay	\$2.00	\$2.50	
Holmby Park 3 par	\$2.00	\$2.00	\$2.00

RATE REDUCTION WHEN TEMPORARY GREENS ARE IN USE

When more temporary greens are in use than the number stated below, regular weekday and weekend green fees only will be reduced as follows:

	<u>18 Hole Rates</u>		<u>9 Hole Rates</u>	
	<u>More than 3</u>	<u>More than 6</u>	<u>More than 2</u>	<u>More than 4</u>
Standard Green Fees only	\$2.50	\$5.00	\$1.50	\$3.00

Note: Temporary Green Discount does not apply to alternate greens. Discounts also do not apply to Senior & Junior green fees or other discounted rates.

MIDDAY, TWILIGHT, AND SUPER TWILIGHT FEES

Times and fees for Midday, Twilight, and Super Twilight rates are subject to approval of the General Manager.

	<u>Weekdays</u>		<u>Weekends &amp; Holidays</u>	
	<u>(Mon-Thurs)</u>	<u>Friday</u>	<u>(Sat-Sun)</u>	
Midday*	\$3.00 less than 18-hole green fees			
Twilight	18-Hole	Same as 9-hole green fees		
	9-Hole	\$10.50	\$12.25	\$14.00
Super Twilight	Rancho Park/Wilson	\$16.00	\$17.00	\$18.00
	Other 18-Hole	\$15.00	\$16.00	\$17.00

\*Midday rates (\$3.00 less than 18-hole green fees) will begin at the discretion of the General Manager.

SECTION IV — OTHER FEES

FEE FOR REGISTRATION CARDS

One-Year Card

Resident (with Reservation Privileges)	\$25
Residency (No Reservation Privileges)	\$10
Non-Resident (with Reservation Privileges)	\$25
Resident and Non-Resident Senior (with Reservation Privileges)	\$25

Three-Year Card

Resident (with Reservation Privileges)	\$65
Residency (No Reservation Privileges)	\$25
Non-Resident (with Reservation Privileges)	\$65
Resident and Non-Resident Senior (with Reservation Privileges)	\$65

NO SHOW PENALTY \$5.00 (per individual)

Penalty to be charged when starter cannot fill no-show vacancy from the course's call-waiting sheet.

WEB RESERVATION FEE FOR NON-CARDHOLDERS

All Courses\* — \$5 Non-refundable fee per player

\*With the exception of Los Feliz 3 Par, Rancho Park 9 3 Par, and Holmby Park, where reservations are not taken.

TOURNAMENT FEES

	Weekdays		Weekends & Holidays
	(Mon Thurs)	Friday	
18 Hole	\$40.00	\$40.00	\$50.00
9 Hole	\$18.00	\$19.50	
Rancho Park 3 par	\$ 9.00	\$ 9.50	
Los Feliz	\$ 7.00	\$ 7.50	

SHOTGUN TOURNAMENT FEES

For morning events or afternoon events as part of a "double shotgun", the package rate, per person, includes the following:

	Prior to 8 a.m.	After 8 a.m.
Tournament Fee	\$45.00	\$65.00
Electric Cart Fee	1/2 regular cart fee	1/2 regular cart fee
Golf Shop Fee	\$5.00	\$5.00
Restaurant Fee	\$5.00	\$5.00
Total Per Person Fee	\$55.00 plus 1/2 regular cart fee	\$75.00 plus 1/2 regular cart fee

ELECTRIC CART RENTAL - HARBOR GOLF COURSE ONLY \$10.00

HAND CART RENTAL

Holmby, Los Feliz, & Rancho 3 par	\$1.00
All other courses	\$3.00

GOLF CLUB RENTAL

3-par and Holmby Park courses only	\$0.25/each
Harbor Park Golf Course	\$3.00/set with bag

GOLF BALL SALES

New golf ball sales	\$1.00/each
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GOLF COURSE LOCKER RENTAL

	Rancho	Sepulveda	Griffith
Daily	\$2.50	\$1.50	\$2.50
Monthly	\$7.50	\$5.00	\$7.00
Annual			
— Small	\$25.00	\$10.00	
— Medium	\$30.00	\$25.00	
— Large	\$42.00	\$35.00	\$40.00
— Giant	\$50.00		

FUND RAISING EVENTS (Non-Department Sponsored  
By Board Approval Only. Limited to 2 Events Per Year Per Course)

GOLF PROFESSIONAL LESSON SERVICES

Monthly Fee	\$500.00/month (April to October)
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	\$400.00/monthly (November to March)
Hourly Fee	\$210.00/hour

REPORT OF GENERAL MANAGER

NO. 16-080

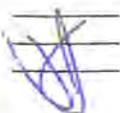
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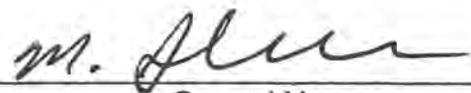
BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ANDRES PICO ADOBE HISTORICAL MUSEUM – AGREEMENT WITH THE SAN FERNANDO VALLEY HISTORICAL SOCIETY TO OPERATE AND MAINTAIN THE FACILITY

R. Barajas  
H. Fujita  
\*V. Israel



K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Accept the offer of services for the operation and maintenance of the Andres Pico Adobe Historical Museum from the San Fernando Valley Historical Society (SFVHS) as described more fully in the Summary below;
2. Approve a proposed Agreement between the City of Los Angeles and the SFVHS, substantially as on file in the Board Office, subject to approval of the Mayor and of the City Attorney as to form;
3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
4. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
5. Approve the proposed Schedule of Rates and Fees for use of the Andres Pico Adobe Historical Museum as described in the Summary of this Report and on Attachment 1, to be effective June 1, 2016;
6. Authorize staff to amend the Schedule of Rates and Fees to include the proposed fees;
7. Direct the Chief Accounting Employee to establish a subaccount in Department 89 Fund 302 under Account 89705H, Museums and Museum Support, for deposit of payments and reimbursements received from the SFVHS and to deposit the subject revenue to the new

## REPORT OF GENERAL MANAGER

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subaccount;

9. Accept the Lankershim Reading Room and the San Fernando Railroad Shanty as a donation from the SFVHS, and include these buildings as part of the historical site and as City of Los Angeles, Department of Recreation and Parks property henceforth; and,

### SUMMARY:

The Department of Recreation and Parks (RAP) owns and operates real property at 10940 Sepulveda Boulevard, Mission Hills, CA 91345, commonly known as the Andres Pico Adobe. The property consists of open green space and landscaping and historical structures such as the Andres Pico Adobe Home, the Lankershim Reading Room, the San Fernando Railroad Shanty, and a farm equipment display area. The historical structures compose the Andres Pico Adobe Historical Museum (Museum).

The San Fernando Valley Historical Society (SFVHS) is a non-profit corporation with a mission to preserve the unique historical significance of the Museum through development, exhibition, education, and promotion. SFVHS currently operates and maintains the Museum, housing important historical and cultural artifacts related to California heritage. SFVHS will use the facility as its headquarters and will open the Museum free to the public and provide knowledgeable docents who enhance the public's experience. RAP has no staff presence at the Museum and does not have the resources to keep the Museum open to the public, maintain the historic resources of the buildings, or interpret the site.

Under the proposed Agreement, the SFVHS will continue to operate and maintain the Museum for a term of three (3) years at no cost to the City. Organization shall pay Cost Recovery Reimbursement Fees to RAP in the amount of One Thousand, Nine Hundred Forty-Four Dollars and No Cents (\$1,944.00) per year for utilities, trash removal, and the time of Department staff to monitor and assist SFVHS. Working with RAP, SFVHS will be authorized to issue permits for the Museum and grounds to third party groups for meetings, receptions, and other one-time private events. A proposed Schedule of Rates and Fees has been developed by staff in collaboration with SFVHS, based primarily on the approved Rates and Fees for other historic sites and museums owned and operated by RAP. Upon the Board's approval of the proposed Schedule and its effective date, SFVHS will use the Schedule to charge permit groups approved Facility Use Fees. Fees retained by SFVHS will be used to support the Museum's operation and on-going maintenance according to the mission of SFVHS and to the City's and the public's mutual benefit. Additionally, RAP will reserve the authority to issue permits for the open park space area only, and in coordination with the SFVHS's activities. SFVHS shall maintain insurance coverage and undergo an Annual Performance Review to ensure compliance to the terms and conditions of the Agreement. The Lankershim Reading Room and the San Fernando Railroad Shanty are rescued pieces of history, which enhance the ability for the SFVHS to teach about local history. It has always been the intension of the SFVHS to donate these buildings to the City of Los Angeles, Department of Recreation and Parks, as they are considered interconnected pieces of history related to Andres Pico and the adobe.

## REPORT OF GENERAL MANAGER

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The Lankershim Reading Room is a significant piece of San Fernando Valley history. Built in 1904 by Col. James Boon Lankershim, it is considered one of the last remains of the original Lankershim Ranch, 60,000 acres of property that at one time had covered most of the South Valley, from what is today Studio City to Calabasas.

Scheduled to be demolished, the SFVHS took to action in 2001 and rescued this historically valuable 21-foot-wide one-story octagonal gazebo-style building made of redwood in a vernacular Folk-Victorian style.

SFVHS has invested Fifteen Thousand Dollars (\$15,000.00) to transport the building to a safe location and another Ninety Thousand Dollars (\$90,000.00) to restore it to historic form. Today the exhibit includes information and historical lessons about the Lankershim family, as well as items once belonging to the family. The setting for this historic building couldn't be more perfect, as it highlights the connection between the Pico and Lankershim families. Isaac B. Lankershim purchased the ranch land in 1869 from Andres Pico and Pio Pico, his brother and California's last Mexican Governor. The last of the Lankershims died in 1948. Restoration was completed and the Lankershim Reading Room was opened to the public in 2010.

That same year, a 1914 Southern Pacific Railroad flagman's shanty was donated to the SFVHS and brought to the Andres Pico Adobe grounds for restoration. Two (2) years later, and after extensive restoration, the shanty was open to the public in 2012, and showcased railroad memorabilia in celebration of a time before automatic signals were installed in the San Fernando Valley, prior to 1948.

The SFVHS is ideally suited to operate and maintain the Museum due to the historical nature of the site and SFVHS's track record of performing these duties over the past many years. The SFVHS, a 501(c)(3) nonprofit, was founded on July 4, 1943 with the sole purpose of researching, collecting, and preserving the history, art, and culture of the San Fernando Valley. In 1969, the SFVHS became the caretakers for Andres Pico Adobe, and have spent the last forty-seven (47) years curating and promoting the history of Andres Pico Adobe and the San Fernando Valley. However, the last Operating Agreement expired on August 13, 1999. Through the altruistic efforts of its volunteer members, SFVHS produces a monthly public newsletter, organizes public historic bus trips, hosts guest speaker forums, provides school tours, facilitates holiday celebrations with historic emphasis, coordinates community fundraisers, maintains a research library, and offers free public docent lead tours showcasing its large collection of artifacts and ephemeral on Mondays from 10:00 A.M. to 4:00 P.M., except on holidays, and on the 3<sup>rd</sup> Sunday monthly from 1:00 P.M. to 4:00 P.M.. SFVHS is an asset to RAP and more specifically to historians seeking information about Andres Pico Adobe and the rich local history of the San Fernando Valley.

Staff has determined that the issuance of the proposed agreement is for operation of recreational programming at an existing park facility involving negligible or no expansion of use and, therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

## REPORT OF GENERAL MANAGER

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### FISCAL IMPACT STATEMENT:

The operation and maintenance of the Museum is work that RAP is not budgeted to perform and, therefore, this Agreement with SFVHS will contribute to the City by providing a facility for the public's benefit at no cost to the City. RAP's revenue share of Facility Use Permit Fees, value unknown and estimated to be under Five Thousand Dollars (\$5,000.00) annually, will be deposited in Fund 302, Department 89, Account 89705H, and SFVHS's share of such funds will support the Museum.

This report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Division

**The Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees**

**(06/16)**

**FACILITY USE FEES**

*Ten percent (10%) of fees are to be paid to the Department of Recreation and Parks (RAP) General Fund Account (RAP). Ninety percent (90%) to be retained by the San Fernando Valley Historical Society (SFVHS) to be used to support the facility and grounds.*

**Special Events**

*Includes Weddings, Meetings, Social Events, Filming, Production Services and Craft Services (Outdoor Maximum capacity three hundred {300}). Does not include activity within the Adobe building except escorted tours.*

	<u>1 - 3 Hours</u>	<u>4 - 6 hours</u>	<u>Each Additional Hour</u>
Non-Prime Time (Monday-Thursday)	\$250.00	\$500.00	\$50.00
Prime Time (Friday, Saturday, Sunday, and Holidays)	\$450.00	\$800.00	\$75.00

<u>Main Exhibit Room &amp; Lankershim Reading Room</u>	<u>1 - 4 hours</u>	<u>Each Additional Hour</u>
<i>(Indoor Maximum capacity thirty-five {35})</i>	\$200.00	\$50.00

Space only available for still photography and/or on a case by case basis to ensure the preservation of the facility's contents, including historic artifacts and furniture on display.

Commercial Still Photography, per hour \$50.00

These types of requests must contact the Park Film Office at (323) 644-6220 to obtain a permit.

Group Picnics

\$450.00

Only the grassy area and adjacent parking lot are to be used from 9:00 a.m. to 6:00 p.m.  
(Maximum attendance one hundred fifty {150})

*Please Note: Pony rides and water features are not permitted and only Moonbounces, including inflatable slides, from RAP's approved list are permitted. Petting zoos, if rental company insurance is submitted and approved in Track4LA system, are permitted if approved in writing in advance by SFVHS.*

Reservation Deposit	Special Events:	Fifty Percent (50%) of total fees
	Group Picnics:	\$100.00
Refundable (Security) Deposit		\$100.00
Catering Trucks	<u>1<sup>st</sup> 2 hours</u>	<u>Each Additional Hour</u>
	\$40.00 per Truck	\$20.00 per Truck

ADDITIONAL STAFF NEEDS

At the discretion of the Regional Superintendent or equivalent level manager, some events or activities may require additional maintenance, security, traffic control, and/or event monitor staffing due to size, location, scope of activities or other factors. This may include requirements for hiring one or more Security Officers for time before, during, and after an event.

Monitor/Staff Fees \$22.00 per hour (if applicable)

(100% to Organization providing the staff - either SFVHS or RAP)

## VENDOR FEE

	<u>Table/2 chairs/10'x10'</u> <u>Equivalent Activity Area</u>
Public Agency/Society (no sales of any kind)	No Fee
Non-Profit Organizations (may have sales)	\$ 50.00
For-Profit Organizations / Individuals (may have sales)	\$100.00
Commercial (purpose is display of company logo/ product/name) - commercial sales may be conducted.	\$200.00

## CANCELLATION FEES

### Special Events

Cancellation prior to sixty (60) days of event	Fifty percent (50%) of refundable deposit
Cancellation within sixty (60) days of event	Fifty percent (50%) of all fees
Postponement prior to sixty (60) days of event	Fifty percent (50%) of refundable deposit

### Group Picnics

Cancellation within thirty (30) days of the event	One hundred percent (100%) of the \$100 deposit
Cancellation prior to thirty (30) days of the event	0% of deposit; \$100 deposit refunded in full

## PAYMENT OF FEES

Special Events: The total amount of all rental fees and deposits due shall be paid in full at least sixty (60) days prior to the scheduled date of use, otherwise the reservation may be canceled and cancellation fees may apply.

Group Picnics: The total amount of all rental fees and deposits due shall be paid in full at least thirty (30) days prior to the scheduled date of use, otherwise the reservation may be canceled and cancellation fees may apply.

## PROHIBITED SPECIAL USE EVENTS

Subletting or assignments of Special Uses are not permitted.

## MEMBER ONLY EVENTS

Events sponsored or co-sponsored by SFVHS require permits to be obtained and if beyond the allotted four (4) approved fundraising events per year, ten percent (10%) of the fees that would be assessed under the Special Events fee schedule shall be paid to RAP.

## DEPARTMENT USE

Requests for use of this facility for no use fees or charges except for reimbursement of staff and other direct costs must be approved by the General Manager or an appointed designee. Saturday, Sunday, or Holiday use is not allowed. The facility use form shall be signed by an Assistant General Manager. Staff fees apply with a four (4) -hour minimum for Department Use. See rates established in General Information section of schedule of rates and fees. A fund and account must be identified for transfer of reimbursement or a D-Time Work Order provided.

## OTHER INFORMATION

This Historic Building has many restrictions relating to alterations, decorations, and other improvements. Insurance may be required.

1. Facility Use Applications for the Andres Pico Adobe can be accepted up to one (1) year to the month of reservation.
2. Applicants must be twenty-one (21) years of age or older and submit applications in person at the Andres Pico Adobe.
3. Deposit will be kept if any part of the permit has not been met by the applicant, their guests, or contracted vendors. This includes any damage by the applicant, their guests, and/or contracted vendors. If all the requirements of the permit have been met, the deposit will be refunded four to six (4-6) weeks after the event. Deposit will be refunded only in the permit holder's name and cannot be changed.

4. Use of the facility before and after the event for activities including food handling, decorating, set-up, deliveries, extra clean-up, pick-up, etc. must be included in time frame in which the facility is being rented.
5. All fees must be paid in cash, check, or money order.
6. No structure may be erected or assembled on the premises, nor may any electrical, mechanical or other equipment be brought thereon for use in an event, unless approved in writing in advance by SFVHS.
7. No decorations may be fastened to any part of the building or shrubbery. The use of glitter, confetti, rice, and/or bird seed is prohibited. No staples, pins or nails may be used on any part of the building or equipment. No balloons may be released on the facility. Any decoration, special effects of lighting planned in connection with the event must be reviewed and approved in writing in advance.

The facility, gardens, grounds, and equipment are to be left at the conclusion of the event in the same order, condition, and degree of cleanliness as existed at the beginning of the rental.



**OPERATING AGREEMENT  
BETWEEN THE  
CITY OF LOS ANGELES  
AND  
SAN FERNANDO VALLEY HISTORICAL SOCIETY  
FOR THE  
OPERATION AND MAINTENANCE OF  
THE ANDRES PICO ADOBE**

This AGREEMENT is entered into as of \_\_\_\_\_, 20\_\_\_, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and the San Fernando Valley Historical Society, a California 501(c)(3) non-profit corporation (referred to herein as, "SFVHS") for the operation and maintenance of the Andres Pico Adobe. CITY and SFVHS may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as the Andres Pico Adobe ("PROPERTY"), dedicated as parkland in perpetuity in 1978 and consisting of open green space and landscaping ("PARK AREA"), and historical structures referred to as the Pico Adobe Home, the Lankershim Reading Room, and the San Fernando Railroad Shanty; and also including a farm equipment display area (collectively, "the ADOBE"). The PROPERTY is located at 10940 Sepulveda Boulevard, Mission Hills, CA 91345, and is illustrated by the site map attached hereto and incorporated herein by reference as Exhibit-A ("PROPERTY SITE MAP"); and,

WHEREAS, the RAP currently maintains, and shall continue to maintain, the PARK AREA of the PROPERTY; and,

WHEREAS, the SFVHS currently occupies and operates the ADOBE on a month-to-month basis, as a public museum for the benefit and enjoyment of Los Angeles residents and visitors, through an Operating Agreement which was executed on April 16, 1981 and expired on August 13, 1999; and,

WHEREAS, the SFVHS desires to continue their operation of the ADOBE for the primary purpose of preserving, maintaining, and improving the ADOBE for the benefit and enjoyment of the public, which activities include museum operations, special events free to the public, fundraising, and community support and outreach, pursuant to the terms and conditions of this AGREEMENT; and,

WHEREAS, the CITY has agreed to authorize the SFVHS to continue its operation of the ADOBE and assume maintenance responsibilities as described herein; and,

WHEREAS, the SFVHS has agreed to continue such operation of the ADOBE and assume certain maintenance responsibilities, at the SFVHS's own expense and no cost to the CITY, including the performance of required repairs and commitment to conduct fund raising events and activities, applying for grants, and receiving, holding and using such donations and/or grant awards for the operation, preservation, and maintenance of the ADOBE, as well as the enhancement of related public programs; and,

WHEREAS, CITY agrees to allow the SFVHS to continue such museum operations and related activities, and further agrees to authorize the SFVHS to issue revenue-generating permits to the public for third-party use of the PROPERTY by outside organizations, in accordance with Sections 4.j and 11.g of this AGREEMENT; and,

WHEREAS, the SFVHS agrees to fulfill the above obligations and commitments in accordance with the terms and conditions herein, for the benefit of the recreational needs of the residents of the City of Los Angeles.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. USE OF THE PROPERTY

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, the CITY grants to the SFVHS by this AGREEMENT, authority to exclusively use the ADOBE portion and have shared use of the PARK AREA of the PROPERTY for the operation of an historic museum as described in the Permitted Uses set forth in Section 4 below, and as further defined by the SFVHS in Exhibit-B, Andres Pico Adobe Program Description, attached hereto and incorporated herein by reference, and which shall be performed by the SFVHS in compliance with the terms and conditions of this AGREEMENT, at the sole cost and expense of the SFVHS; and from time to time coordinate with RAP Operations and Maintenance staff for the permitting and revenue sharing of the PARK AREA portion of the PROPERTY.

2. TERM AND TERMINATION

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be Three (3) Years.

- a. **Commencement and Expiration:** This AGREEMENT shall take effect on the date set forth above, pursuant to the date of execution ("COMMENCEMENT DATE"), and shall end upon the expiration of the TERM, or the earlier of a

written termination notice from one PARTY to the other, effective after sixty (60) calendar days from the date of such notice.

- b. **Termination:** In addition to termination for an uncured breach or default, or if the SFVHS ceases to operate under this AGREEMENT, or the RAP issues a written termination notice to the SFVHS effective after sixty (60) calendar days from the date of issuance due to an unfavorable annual evaluation pursuant to Section 6 of this AGREEMENT (“ANNUAL PERFORMANCE REVIEW”), or for cause during the TERM, either the CITY or the SFVHS may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. The CITY and the SFVHS reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If the CITY or the SFVHS should elect to terminate this AGREEMENT, the SFVHS agrees to immediately cease all operations and other activity, remove all personal property and equipment, and to peacefully surrender the PROPERTY to the CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If the SFVHS fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, the RAP, at its option, may remove such property and equipment, in which event the SFVHS shall pay to the RAP, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.
- c. **Cease to Operate:** The phrase “cease to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of the SFVHS’s corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in the SFVHS’s purposes or function as contained in the SFVHS’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by the SFVHS, as described herein; or (iv) the failure of the SFVHS to use the ADOBE for any of the PERMITTED USES or failure to comply with the agreed upon PERFORMANCE REQUIREMENTS, terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days.

### 3. ACCESS TO THE PROPERTY

The SFVHS, and any authorized third party associated with the SFVHS’s activities at the ADOBE, will abide by the terms and conditions contained in this AGREEMENT, and agree to cooperate fully with the RAP’s employees in the performance of their duties. Authorized representatives, agents and employees of the RAP shall have the right to enter the PROPERTY for purposes of fulfilling normal duties, or in the case of emergencies. If required for public safety, the RAP

may immediately suspend and/or terminate SFVHS activities involving the PROPERTY.

4. PERMITTED USES

The SFVHS may seek to expand and/or change the scope of PERMITTED USES, subject to prior approval and written consent through an amendment to this AGREEMENT approved by the CITY. The SFVHS, at its sole cost and expense, shall:

- a. Operate and maintain the ADOBE as the historic museum commonly known as the "Andres Pico Adobe". The SFVHS may use the ADOBE as the SFVHS's headquarters, hold meetings and other activities with the primary purpose of preserving, maintaining, and improving the ADOBE and expanding its collection of art, artifacts, and exhibits, for the benefit and enjoyment of the public. Activities may include fundraising, tours, the receiving and holding of donations or grants, permitting facility use for fee and revenue sharing with RAP, including photography, and providing professional services appropriate to the historical restoration and development of the ADOBE, all in accordance with the Andres Pico Adobe Program Description attached hereto and incorporated herein by reference as Exhibit-B.
- b. Operate the ADOBE only during the specified days and hours listed below in Section 7 of this AGREEMENT.
- c. Maintain the ADOBE in accordance with Section 9 of this AGREEMENT.
- d. Make the PROPERTY available to the public for private use under permit, and also open the ADOBE to the public free of charge (donations may be accepted) for viewing and historical activities, including but not limited to, classes and docent-led tours organized by the SFVHS, in accordance with the following:
  - (i) A minimum of two (2) days each week for a minimum of four (4) hours each scheduled day by the end of the first year of the TERM; and,
  - (ii) A minimum of three (3) days each week for a minimum of four (4) hours each scheduled day by the end of the second year of this TERM.

Should a renewal or extension of this AGREEMENT be contemplated in the future, public usage attendance records will be reviewed and utilized to determine if an amendment to extend the TERM of this AGREEMENT is warranted.

- e. Be authorized to schedule tours for schools and/or other groups during authorized hours of operation (see Section 7, DAYS AND PERIODS OF USE).
- f. Be authorized to use the ADOBE for meetings related to the operation and maintenance of the historic museum.
- g. Provide sufficient staff necessary to perform the operation of the historic museum, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the museum to the reasonable satisfaction of RAP.
- h. Ensure that the SFVHS's staffing of the ADOBE complies with applicable City, State, and/or Federal protocols for recreation, docent, and/or maintenance staff, such as, background checks, finger printing, etc., whether the person is an employee or volunteer of the SFVHS.

For purposes of temporary, one (1) day cleanup and/or other temporary, volunteer-based event(s), the SFVHS shall coordinate such event(s) with the RAP Representative listed in Section 24 of this AGREEMENT. Temporary volunteer event requirements may include, but not be limited to, the completion of a volunteer sign-in sheet and signed waiver form for each volunteer-participant, subject to a determination by RAP.

- i. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation, preservation, and maintenance of the ADOBE. The SFVHS shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with the SFVHS's use of the PROPERTY.
- j. Issue permits to, and monitor permitted activities by, third party individuals, groups, or organizations for use of the PROPERTY on an hourly basis, in accordance with the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees, Exhibit-C, as approved by the BOARD, for events such as, weddings, birthday parties, meetings, social events, parking, and catering trucks. Notification for all events must be sent to RAP in writing at a minimum seven (7) calendar days prior to the subject event or activity. RAP shall reserve the right to cancel such event if deemed in appropriate for park property.

The SFVHS shall collect all applicable facility use fees from third parties in accordance with the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees page, attached hereto and incorporated herein by reference as Exhibit-C, and shall remit the ten percent (10%) share of such fees to RAP in accordance with Section 11.g of this AGREEMENT.

- k. Hold fundraising events at the PROPERTY in accordance with Section 10.b of this AGREEMENT.
- l. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the minor's parent or legal guardian.
- m. Ensure that no person will live and/or reside at the ADOBE, or occupy the PROPERTY overnight, with the exception of a security guard if necessary and approved in writing by RAP.
- n. **Special Events:** The SFVHS shall make requests to RAP through the RAP Representative listed in Section 24 of this AGREEMENT, for use of the PROPERTY, or portion thereof, for SFVHS special events and activities other than normal operations, repair, and/or maintenance. Special Events include historical reenactments and any fundraising activities not authorized under Section 10 of this AGREEMENT.

This provision in no way limits RAP's use of the PARK AREA for special events conducted by RAP contingent upon PARK AREA availability. RAP shall notify the SFVHS a minimum of thirty (30) days in advance of scheduled RAP special event. RAP will be responsible for necessary cleanup of the PARK AREA related to RAP's use of the PARK AREA.

- o. **Cooperation:** The SFVHS shall cooperate fully with RAP staff on all matters relative to the conduct of operations or any activity, special event, and/or fundraising activity or event, including matters related to parking, traffic and public participation. SFVHS acknowledges and understands that a portion of PROPERTY is used for RAP staff to meet and to store equipment and materials used by RAP to maintain the PROPERTY and other RAP parks and property in the City of Los Angeles. At no time shall SFVHS impede the access of RAP staff to the PROPERTY or to RAP storage areas and containers nor shall SFVHS interfere with RAP staff use of a portion of the PROPERTY as a service yard.

5. EQUIPMENT, ARTIFACTS, RESEARCH MATERIALS, AND OTHER MATERIALS

Equipment, artifacts, or materials owned by the SFVHS may be stored, used, and/or exhibited at the ADOBE. SFVHS shall provide to RAP copies of existing documentation listing and/or describing art, furniture, books, garments, and other items stored, used, or exhibited in the ADOBE, such as but not limited to brochures, docent training materials, and book lists. Over the TERM of this AGREEMENT, the SFVHS shall develop and adopt a Collection Management Policy and produce a written Collection Management Plan including an accession

numbering system. The Collection Management Plan for the SFVHS shall specify procedures and timetable for eventual cataloging and numbering of the SFVHS's entire collection of equipment, artifacts, ephemera, photographs, materials, and any other items stored, used, or exhibited in the ADOBE. The Collection Management Policy and Plan shall be adopted, in place, and in progress prior to entering into any future agreements either short or long term.

6. ANNUAL PERFORMANCE REVIEWS

The SFVHS agrees to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager ("RAP GM") or his or her designee to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES to this AGREEMENT.

- a. Continuance of RAP's collaboration with the SFVHS shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
  - (i) An evaluation of the SFVHS's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of the SFVHS's obligations for the operation and maintenance of the ADOBE under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by the SFVHS in Exhibit-B, Andres Pico Adobe Program Description;
  - (iii) Adequacy of the SFVHS's funding;
  - (iv) The volume of the public's participation in the SFVHS's programs;
  - (v) Progress of SFVHS in developing a Collection Management Policy and implementing a plan to catalog collection of equipment, artifacts, ephemera, photographs, materials, and any other items stored, used, or exhibited in the ADOBE and,
  - (vi) The SFVHS's cooperation with RAP staff and RAP use of the property for activities and storage related to the maintenance of City parks, operating as a service hub for the maintenance district.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, the SFVHS shall submit to RAP during the period of June 1<sup>st</sup> through July 1<sup>st</sup> of each year, an annual

performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover, but not be limited to:

- (i) Annual Budget and Report of Revenue and Expenditures;
  - (ii) Data on participants and program results;
  - (iii) Copies of collection management, site marketing, volunteer recruitment, and press materials; and,
  - (iv) Discussion of program changes or challenges.
- c. The RAP GM or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
- d. RAP's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-D. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with the SFVHS. The CITY shall not unreasonably withhold its determination.

## 7. DAYS AND PERIODS OF USE

The SFVHS shall be entitled to use the PROPERTY during the days and times specified below ("PERMITTED TIMES"):

- a. **ADOBE Operation by SFVHS:** The SFVHS shall have access to the ADOBE to perform repairs, maintenance, and/or for program preparation, and use the ADOBE as the SFVHS's headquarters, from 6:00 a.m. to 10:30 p.m., daily, with the understanding that all programs and events shall end at 10:00 p.m.
- b. Any extended times or hours for specified events, programs, or other requested uses may be granted with the prior written consent of the RAP GM or his or her designee.
- c. **PARK AREA AND ADOBE HOURS:** Mondays from 10:00 a.m. to 4:00 p.m. and every third (3<sup>rd</sup>) Sunday of the month from 1:00 p.m. to 4:00 p.m.

- d. **Hours for Permit Operation of the PROPERTY:** SFVHS shall make the PROPERTY or portions thereof available to the public for permit usage from 9:00 a.m. to 10:00 p.m. only, on a daily basis with the exception of the following City of Los Angeles recognized Holidays: New Year's Eve; New Year's Day; Thanksgiving Day; the Friday after Thanksgiving; Christmas Eve and Christmas Day. Facility use fees applicable to such permits are more fully described in Exhibit-C.

8. PARKING

During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 7, the SFVHS, its staff, public patrons, and/or guests, may park standard-size vehicles in marked parking spaces on the PROPERTY during days and times that the PROPERTY is open to the public for public viewing, tours, and meetings, as described in Exhibit-A as Parking Lot Parking shall be on a first-come, first-served basis. There shall be no exclusive or designated parking.

During third-party, permitted facility use, specified parking may be made available to the SFVHS and its staff, RAP staff, and third-party permit holder(s) and guests, including catering trucks and/or other specialized vehicles.

9. MAINTENANCE, REPAIR AND SECURITY OF THE PROPERTY

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, the CITY and the SFVHS agree to the following regarding the maintenance and repair of the PROPERTY:

- a. The SFVHS, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the ADOBE as described herein, and the SFVHS accepts the ADOBE in its condition as of the date of execution of this AGREEMENT. The SFVHS is responsible for all repairs at the ADOBE that are necessitated by any cause including normal wear and tear, at the SFVHS's sole cost and expense. The SFVHS will provide all staff, materials, supplies, equipment, and funds necessary to make any maintenance and/or repair necessitated as a result of activity or actions under the direct supervision of the SFVHS. The CITY shall not be obligated to provide any resources for maintenance and/or repairs unless approved by the RAP GM in writing.

Should certain repairs be of such significant nature as to render the ADOBE unsafe or unsuitable and, in the sole opinion of the RAP GM, become a public safety hazard, the RAP GM may cause this AGREEMENT to be suspended, and require that the ADOBE be vacated and secured until such time as the SFVHS makes required repairs to the satisfaction of the RAP GM. In the

event of a natural disaster, however, the RAP and the SFVHS will work collaboratively to address the needed repairs. If such repairs are not able to be made within the agreed upon designated time period, PARTIES may terminate the AGREEMENT in accordance with Section 2.b above.

- b. The SFVHS will be responsible for the daily clean-up and reasonable upkeep of the ADOBE, including but not limited to the following:
  - (i) Keep the ADOBE clean and safe at all times during normal hours of operation;
  - (ii) Pick up trash and debris whether due to the SFVHS's activity or activity of a contracted vendor or permittee, and store such matter or material such that it is not clearly visible to public view. The RAP, particularly RAP's Valley Region Maintenance staff, will remove such trash from the PROPERTY's trash storage location in accordance with their established maintenance route.
- c. The SFVHS shall immediately repair any damages to the ADOBE or PARK AREA caused by the SFVHS or permitted groups which occur during the SFVHS's operations or permitted activities, or by vandalism, or that is caused by a SFVHS capital improvement project (restoration or refurbishment more fully described in Section 13 of this AGREEMENT) or maintenance of the ADOBE; the SFVHS recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
- d. Any glass, both exterior and interior of the ADOBE, which is damaged during the TERM of this AGREEMENT, shall be promptly repaired or replaced at the sole cost and expense of the SFVHS, with glass of the same size, kind, and quality, subject to RAP review and approval.
- e. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable, or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PROPERTY.
- f. The SFVHS shall be responsible for providing security on the PROPERTY, as necessary for the protection of the ADOBE, improvements, and content therein.
- g. To the extent resources are available, the RAP may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by the RAP. The SFVHS agrees and understands the RAP

shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of the SFVHS to conduct operations, the SFVHS may undertake repairs at no cost to RAP or may suspend operations in accordance with CASUALTY AND CONDEMNATION, Section 16. RAP will provide no maintenance or repair to improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems installed by the SFVHS.

- h. To the extent that repairs are not made, the SFVHS waives any and all claims against the CITY as a result of any damage to the SFVHS's property, officers, employees, and/or volunteers.
- i. RAP shall maintain the open park space of the PARK AREA including the parking lot. SFVHS shall pick up trash and debris and generally keep clean the PARK AREA or portions thereof when permitted for third party use by SFVHS in accordance with Exhibit-C.

10. FUNDING, FUNDRAISING, AND AUTHORIZED FEES AND CHARGES

- a. **Funding:** All funds, including grants, donations, and the SFVHS's share of Facility Use Fees, or any other funds received by the SFVHS in connection with the PROPERTY and related matters covered by this AGREEMENT or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the ADOBE, and the delivery and management of the SFVHS's programs and activities at the ADOBE, and will be strictly accounted for in accordance with Section 10.b below. Such funds shall not be commingled with other SFVHS funds not generated at the PROPERTY, nor shall such funds generated at the PROPERTY be used for activities unrelated to this AGREEMENT. If for any reason the SFVHS fails to secure or make available funding to carry out its responsibilities under the terms and conditions of this AGREEMENT, the CITY may immediately terminate AGREEMENT in accordance with Section 2.b of this AGREEMENT.
- b. **Fundraising:** The SFVHS shall be allowed to hold up to four (4) SFVHS sponsored fundraising events annually on the PROPERTY, exclusively to support the SFVHS's responsibilities under this AGREEMENT. The SFVHS shall notify RAP of each fundraising event in advance, no later than thirty (30) calendar days prior to the scheduled event. All monies raised from such fundraising events must be reported to RAP, in writing, no later than thirty (30) calendar days following the conclusion of the event.

The SFVHS shall be expected to cooperate with RAP staff on all matters relative to the performance of fundraising events, which may include concerns related to parking, traffic, and attendance.

This provision in no way limits RAP's use of the PROPERTY for events including fundraising conducted by RAP contingent upon PROPERTY availability. RAP shall notify the SFVHS a minimum of thirty (30) days in advance of scheduled RAP fundraising activities. RAP will be responsible for cleanup of the PROPERTY related to RAP's use of the PROPERTY.

- c. **Authorized Fees and Charges:** The SFVHS may not charge fees to the public to access the ADOBE for viewing and docent tours in accordance with Section 4.d of this AGREEMENT, unless approved in writing by the RAP GM or designated RAP staff in advance of such fees or charges being applied for a special event. SFVHS may collect non-mandatory donations from the touring public.

The SFVHS may charge patrons fees for membership, programs, services, and/or activities offered by the SFVHS at the ADOBE, in an amount comparable to fees charged by other organizations offering similar membership, programs, services, and/or activities in the community. The SFVHS may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

The PROPERTY must be available to the public for permitted use. Pursuant to the terms and conditions of this AGREEMENT, the SFVHS is authorized to issue permits on the PROPERTY and collect facility use fees from third party groups and share permit fee proceeds with RAP, according to and more fully described in Exhibit C, the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees.

## 11. CONSIDERATION AND COST RECOVERY

The consideration for this AGREEMENT, in exchange for the SFVHS's use of the ADOBE, shall be the provision of the operation and maintenance of an historic museum at the ADOBE for the benefit and enjoyment of the general public, including free admission and docent tours, and the SFVHS's maintenance, repair, and preservation of the ADOBE at no cost to the CITY. The CITY shall have no responsibility for payment of any fees for the provision or conduct of the SFVHS's activities at the ADOBE and/or PARK AREA.

- a. **Cost Recovery Reimbursement Fee:** During the TERM of this AGREEMENT, the SFVHS shall pay an annual Cost Recovery

Reimbursement Fee to RAP for costs incurred by RAP related to this AGREEMENT and the SFVHS's use of the PROPERTY, as related to utilities, solid waste removal and disposal, and staff impact costs, which are not paid directly to applicable service providers, as detailed below. The total monthly Cost Recovery Reimbursement Fee due from the SFVHS is One Hundred Sixty-Two Dollars (\$162.00), totaling One Thousand Nine Hundred Forty-Four Dollars (\$1,944.00) per year.

- b. **Utilities:** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services to the ADOBE (electricity, gas, water) shall be the sole responsibility of the SFVHS. A portion of such utility expenses shall be paid by the SFVHS through a CRRF for utilities, in the amount of Twenty-Five Dollars (\$25.00) per month, totaling Three Hundred Dollars (\$300.00) per year. The CRRF for utilities is included in the total CRRF in Section 11.a above.
- c. **Trash and Solid Waste Disposal:** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash, and recyclables must be at the sole expense of the SFVHS with services of a non-CITY provider, billed directly to the SFVHS where feasible, or recovered by RAP through fees if not. Trash fees, in the amount of Sixty-Eight Dollars (\$68.00) per month totaling Eight Hundred Sixteen Dollars (\$816.00) per year, are included in the CRRF in paragraph 11.a above. As part of the CRRF, trash will be collected by RAP Valley Region Maintenance staff a minimum of one (1) day per week on Monday and/or Friday.
- d. **Staff Impact.** Pursuant to the RAP policy regarding Staff Impact, specifically the cost incurred by RAP staff resulting from the SFVHS's use of the ADOBE, as approved by the Board on July 19, 2012 (Report No. 12-217), the monthly reimbursement for staff impact is Sixty-Nine Dollars (\$69.00), totaling Eight Hundred Twenty-Eight Dollars (\$828.00) per year, and is included in the Total CRRF in paragraph 11.a above.
- e. **Telephone and data lines:** The SFVHS shall be solely responsible for the cost of telephone and data lines utilized at the ADOBE and shall pay the service provider directly. The CITY shall bear no costs in regards to the telephone and data lines at the ADOBE used by the SFVHS.
- f. **Third-Party Permit Fees:** During the TERM of this AGREEMENT, the SFVHS shall pay RAP ten percent (10%) of the retained third party Facility

Use Fees, including permits for facility use for photographic purposes. A report and payment of RAP's share of the Facility Use Fees shall be provided to RAP by the SFVHS in a lump sum every six (6) months on the tenth day of July and January, for the Facility Use Fees collected in the prior six (6) month period. The SFVHS is wholly responsible for timely payment of RAP's portion (10%) of the Facility Use Fees collected from Third Party permit users, regardless of written notification which is not required.

- g. **Payment of Cost Recovery Reimbursement and Third-Party Permit Fees:** CRRF and Third-Party Permit Fee payments shall be by business check, money order, or cashier's check, made payable to "City of Los Angeles". RAP at its discretion may provide courtesy invoices, but the SFVHS is wholly responsible for timely payment of the above mentioned fees regardless of written notification, which is not required.

**All payments are to be mailed or delivered to:**

City of Los Angeles Department of Recreation and Parks  
Partnership Division (MS 628-9)  
3900 W. Chevy Chase Drive  
Los Angeles, California 90039

12. ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS

No physical alterations, additional improvements, and/or replacements shall be made to existing features on or within the ADOBE, without prior written authorization by the RAP GM or his or her designee. The SFVHS shall provide the RAP with detailed information and specifications for review and approval by the RAP, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by the RAP. All project associated costs shall be paid at the sole expense of the SFVHS, unless other arrangements are agreed to in advance, and in writing between PARTIES.

13. CAPITAL IMPROVEMENT PROJECT PROPOSAL

When proposing a project involving any alterations, additional improvements, and/or replacements to the ADOBE, the SFVHS shall adhere to the following guidelines and instructions for submitting a proposed project for RAP's consideration:

Operating Agreement  
San Fernando Valley Historical Society  
Andres Pico Adobe

- a. Submit a project proposal for RAP review and, if necessary, consideration for conceptual approval by the BOARD. The proposal should include but not be limited to, project objectives, conceptual drawings, written description of the project's scope of work, general project details and requirements, and estimated preliminary budget and funding source.
- b. Should the project be conceptually approved by the BOARD, the SFVHS will be authorized to perform any required preliminary work or site assessments, either through a Right of Entry (ROE) permit if required, or the RAP's written authority and/or this AGREEMENT, whichever applicable pursuant to RAP determination.
- c. Depending on the scope of work and magnitude of the proposed project, the SFVHS may assess an administrative fee to be determined by RAP, for project review and all services provided by RAP staff. Such fee shall be paid to the "City of Los Angeles" and shall have been paid in full prior to CITY's conceptual approval of the proposed project.
- d. If necessary, and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, the SFVHS shall submit fifty percent (50%) and ninety percent (90%) complete design drawings for RAP review and approval. Upon the RAP's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. The SFVHS shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
- h. The SFVHS shall submit approved plans and specifications for final approval to:

City of Los Angeles Department of Recreation and Parks  
Partnership Division (MS 628-9)  
3900 W. Chevy Chase Drive

Los Angeles, California 90039

- i. Upon receipt of final approval, the SFVHS shall commence construction in coordination with RAP staff.

14. INSURANCE

Before occupying the ADOBE under this AGREEMENT, and annually during its TERM, the SFVHS shall furnish the RAP with evidence of insurance from firms reasonably acceptable to the RAP and approved to do such business in the State of California. Such insurance shall include the types and minimum limits set forth in Insurance Requirements Sheet (Form 146R – Rev. 03/09), attached hereto and incorporated herein by reference as Exhibit-E. The SFVHS and/or any third party providing work or services under this AGREEMENT at the PROPERTY shall name the City of Los Angeles and its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, as an additional insured for all required coverage, as applicable. The SFVHS will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be provided to the Office of the City Administrative Officer (CAO), Risk Management (Risk Manager), in accordance with the Instructions and Information for Complying with City Insurance Requirements, attached hereto and incorporated herein by reference as Exhibit-F. The SFVHS shall maintain “all risk” insurance to protect PARTIES “as loss payees as their interests may appear” against loss or damage to the improvements at, on, or within the ADOBE, including but not limited to perils such as fire, vandalism and malicious mischief.

If assistance is needed, and the SFVHS’s insurance firm is unable to directly and independently use the CITY’s Track4LA system to properly register the SFVHS’s proof of insurance, the SFVHS may email an explanation along with a copy of the upcoming Certificate of Insurance to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org) annually prior to the yearly expiration date.

- a. The SFVHS shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. The CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving the SFVHS sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to the SFVHS.
- b. If any of the required insurance contains aggregate limits or applies to other operations of the SFVHS outside of this AGREEMENT, the SFVHS shall provide the CITY with written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in the SFVHS’s best

judgment may diminish the protection such insurance affords the CITY within thirty (30) calendar days of the knowledge of same. The SFVHS shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting the CITY's interest, the SFVHS will provide the CITY at least thirty (30) calendar days prior written notice (ten (10) calendar days for nonpayment of premium) of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as the CITY may specify by written notice to the SFVHS.
- d. The SFVHS's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which the CITY may immediately terminate the AGREEMENT.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of the SFVHS's financial capacity. Additionally, such programs or retention must provide the Risk Manager with an equivalent protection from liability.

15. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, the SFVHS undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the SFVHS'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the SFVHS or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the

CITY. The provisions of this Section shall survive expiration or termination of this AGREEMENT.

16. CASUALTY AND CONDEMNATION

The SFVHS shall be excused from its obligations under this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement thereon damaged by casualty or taken by condemnation, until any such portion or improvement is restored to the SFVHS's use. CITY shall not be obligated to restore the PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide the SFVHS a replacement property for the SFVHS's use.

17. HAZARDOUS SUBSTANCES

PARTIES agree that the PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. The SFVHS shall use the PROPERTY, but particularly the ADOBE, in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of the CITY or the SFVHS to any governmental agency or third party under applicable statute.

18. PUBLICITY

The RAP and the SFVHS agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. The RAP and the SFVHS agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either the RAP or the SFVHS, shall appropriately acknowledge the contributions of both the RAP and the SFVHS. To the extent stipulated in any grant agreement, the RAP and the SFVHS shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor

representatives. Further, the RAP and the SFVHS shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both the RAP and the SFVHS; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either the RAP or the SFVHS, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

The SFVHS agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles  
Department of Recreation and Parks”

**[SPACE PURPOSELY LEFT BLANK]**

19. SIGNAGE

No signs or banners of any kind will be displayed on the PROPERTY, unless previously approved in writing by the RAP GM. RAP may require the removal, repair, or refurbishment of any sign previously approved, at the SFVHS's expense. On all signage at the ADOBE and/or the PROPERTY, the SFVHS shall provide the following credit as appropriate and approved by RAP in writing:

“In collaboration with the City of Los Angeles,  
Department of Recreation and Parks”

20. FILMING

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming or commercial still photography (not for personal use) shall be subject to approval by RAP and the Park Film Office. Filming and photography groups must pay facility use fees to be reported to and shared with RAP according to and more fully described in the RAP Rates and Fees Manual. All fees for use of park property by film production companies shall be established and collected by the Park Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220.

21. BREACH OR DEFAULT BY ORGANIZATION

The following occurrences constitute events of breach or default of this AGREEMENT: the SFVHS materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the ADOBE as specified herein. The SFVHS's attempt to assign rights or obligations under this AGREEMENT without the CITY's prior written consent shall also constitute an event of breach or default.

22. BREACH OR DEFAULT BY ORGANIZATION – CITY'S REMEDIES

Upon the occurrence of one or more events of breach or default by the SFVHS, the CITY may, at its election and without waiving any right to select any other remedy provided in this Section 22 or elsewhere in this AGREEMENT, initiate any of the following:

- a. **Notice to Cure Breach or Default:** The CITY may issue a written notice of breach or default to the SFVHS, and if the SFVHS does not cure said breach or default within thirty (30) calendar days of receipt of said notice, the CITY may, by delivering a second written notice to the SFVHS, terminate this AGREEMENT without further delay, whereupon the SFVHS shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. **CITY's Right to Cure:** The CITY at its sole discretion and under no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by the SFVHS, perform or cause to be performed any of the SFVHS's unperformed obligations under this AGREEMENT. The CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by the CITY shall not be deemed to waive or release said breach or any default or the CITY's right to take further, preventative action.

23. NOTICES

Any notice, request for consent, or statement ("Notice"), that the CITY or the SFVHS is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either the CITY or the SFVHS may designate a different address for any Notice by written

statement to the other in accordance with the provisions of this Section 23. A Notice shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All Notices to the CITY shall be addressed as follows:

City of Los Angeles Department of Recreation and Parks  
Partnership Division (MS 628-9)  
3900 W. Chevy Chase Drive  
Los Angeles, California 90039

Telephone: (818) 243-6488; Fax: (818) 243-6447

All Notices to the SFVHS shall be addressed as follows:

Mr. Ron Van Deest, President  
San Fernando Valley Historical Society  
P.O. Box 7039  
Mission Hills, CA 91346

Telephone: (818) 360-8959; Email: [RNSVANDEEST@msn.com](mailto:RNSVANDEEST@msn.com)

24. RAP REPRESENTATIVE

Mr. Joel Alvarez, Senior Management Analyst II, Partnership Division, or his successor or designee, is the RAP Representative for this AGREEMENT. The RAP Representative shall coordinate on-site activities as necessary for the PROPERTY, conduct periodic inspections and ANNUAL PERFORMANCE REVIEWS, and serve as the RAP liaison to the SFVHS.

Mr. Alvarez may be contacted by phone at (818) 243-6488, or through email at [joel.alvarez@lacity.org](mailto:joel.alvarez@lacity.org).

25. REPRESENTATIONS AND WARRANTIES

The CITY and the SFVHS each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of the CITY and the SFVHS, enforceable in accordance with its terms and conditions.

26. RELATIONSHIP OF PARTIES

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

27. NO JOINT VENTURE

Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business the SFVHS or agency relationship. The SFVHS shall have no power to obligate or bind the CITY in any manner whatsoever. Further, under no circumstances will the SFVHS represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in the SFVHS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

28. APPROVAL OF SUB-LEASES OR SUB-AGREEMENTS

With the exception of standard third party facility use permits, more fully described in the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees page included in Exhibit-C, any other operation, services, or activity conducted on the PROPERTY on behalf of the SFVHS by a third party shall be subject to prior written approval by the RAP GM or his or her designee. In addition, any sub-lease or sub-agreement affecting the PROPERTY shall be submitted to RAP for review and consideration no fewer than sixty (60) calendar days before the date the SFVHS proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by the RAP GM or his or her designee. The SFVHS shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

29. SAFETY PRACTICES

The SFVHS shall correct violations of safety practices immediately and shall cooperate fully with the CITY in the investigation of accidents or deaths occurring at the ADOBE. In the event of injury or death, the SFVHS shall ensure that the injured person receives prompt medical attention as soon as possible thereafter. In the event of death, the SFVHS must notify park full time staff at the Valley Region Office (818) 756-8060 and at the Partnership Division (818) 243-6488 as soon as possible in order to comply with OSHA and RAP policies. The SFVHS shall keep internal documentation of the incident and provide RAP with such information upon request.

If after reasonable notice, the SFVHS fails to correct hazardous conditions which have led or, in the reasonable opinion of the CITY, could lead to injury or death,

the CITY may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by the SFVHS to the CITY.

30. CONSTITUTIONAL AND OTHER LIMITS ON ORGANIZATION'S RIGHTS TO EXCLUSIVITY

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

31. TAXES AND POSSESSORY INTEREST

The SFVHS shall pay all taxes of whatever character that may be levied or charged upon the rights of the SFVHS to use the PROPERTY, or upon the SFVHS's improvements, fixtures, equipment, or other property thereon or upon the SFVHS's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. The SFVHS, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

32. RATIFICATION

At the request of RAP, and because of the need therefore, the SFVHS began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with the SFVHS for such services.

33. ORDINANCES AND STANDARD PROVISIONS

The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-G. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. The SFVHS

and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Re. 3/09)." In addition, the SFVHS will provide documentation of compliance with all required Ordinance Provisions as determined by the CITY.

34. INCORPORATION OF DOCUMENTS

The following Exhibits are incorporated by reference:

- Exhibit-A: Property Site Map
- Exhibit-B: The Andres Pico Adobe Program Description
- Exhibit-C: The Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees
- Exhibit-D: Sample Performance Evaluation Form
- Exhibit-E: Insurance Requirements
- Exhibit-F: Instructions and Information on complying with City Insurance Requirements (Rev. 10/09)
- Exhibit-G: Standard Provisions for City Contracts (Rev. 3/09)

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit-A; 3) Exhibit-C; 4) Exhibit-B; 5) Exhibit-E; 6) Exhibit-F; 7) Exhibit-G; 8) Exhibit-D

[SIGNATURE PAGE FOLLOWS]

Operating Agreement  
San Fernando Valley Historical Society  
Andres Pico Adobe

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

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

SAN FERNANDO VALLEY HISTORICAL SOCIETY, a California 501(c)(3) non-profit corporation

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

MICHAEL N. FEUER, City Attorney

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

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

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

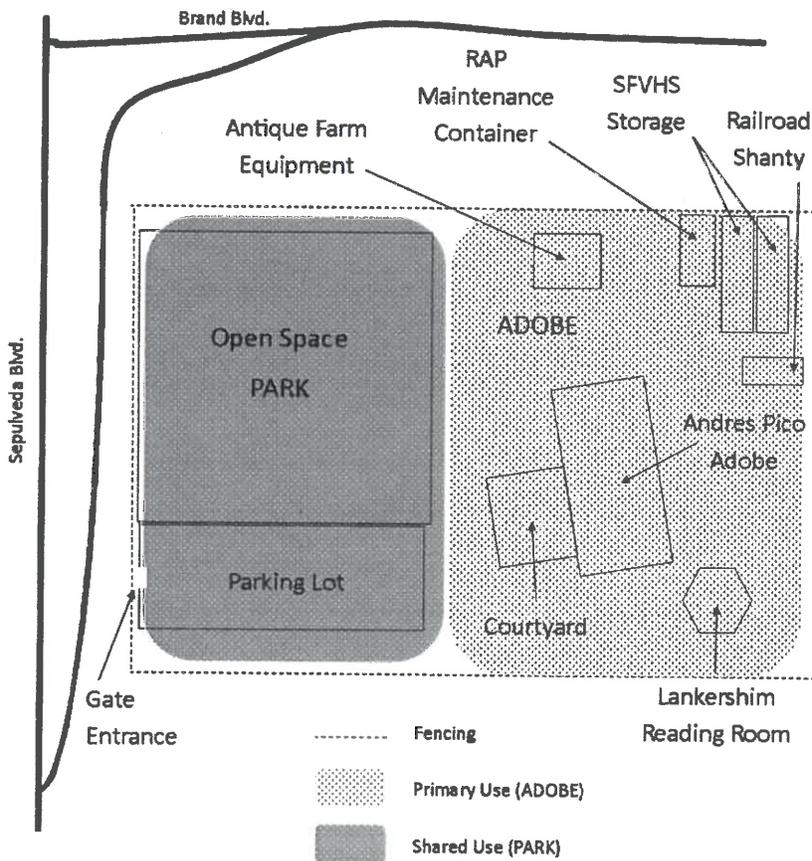
**Exhibit-A**

**Property Site Map**



Andres Pico Adobe  
 10940 Sepulveda Boulevard  
 Los Angeles, CA 91345

Located on the SE corner  
 of Sepulveda Boulevard  
 and Brand Boulevard



*With this AGREEMENT, the SFVHS maintains and operates the ADOBE area; RAP maintains the open space of PARK area and the parking lot, but both PARTIES share use of these areas as designated on the diagram to the left. There is no fencing to separate the two areas; there is only perimeter fencing that either closes or opens the entire area to the public. The only public access point is the rolling gate at the parking lot driveway.*

## **Exhibit-B**

### **Andres Pico Adobe Program Description**

The Andres Pico Adobe is a small but significant historical building located in the Andres Pico Adobe Park at 10940 Sepulveda Boulevard, Mission Hills, CA 91345. This property is owned by the City of Los Angeles and under management and control of the Department of Recreation and Parks. Established in 1834, the Adobe is the second oldest adobe home in the City of Los Angeles, and was named Los Angeles Cultural-Historic Monument #7 in 1962. The Adobe is also listed in the National Register of Historic Places (1966), and was designated California State Landmark #362 as "Romulo Pico Adobe/Ranchito Romulo" in 1936.

It is more commonly known as the Andres Pico Adobe, after a Californian who became a successful cattle rancher, served as a Mexican lancer commander in the military during the Mexican-American War, was elected to the State Assembly and Senate after California became a state, and was commissioned as a Brigadier General in the California militia. Andres Pico is also widely known as: the younger brother of Pio Pico, the last Governor of Mexico-ruled Alta California; co-owner of half of the San Fernando Valley (1853-1869); and signer of the capitulation at Cahuenga (1847) that led to the Treaty of Guadalupe Hidalgo (1848). This treaty resulted in territorial gains for the United States and the fulfillment of its "sea to shining sea" Manifest Destiny.

The San Fernando Valley Historical Society began its longtime affiliation with the Adobe in 1965 when it launched a public fundraising effort to save the Adobe from being demolished. The City of Los Angeles eventually purchased the property in 1968 and authorized the San Fernando Valley Historical Society to operate and maintain the vacant building for the purpose of operating a local history museum called the Valley Heritage Center beginning in 1969. The park area remains under the management and control of the City of Los Angeles, Department of Recreation and Parks.

As proud caretakers of the Adobe for the past 50 years, the all-volunteer SFVHS has welcomed thousands of visitors annually for free tours of the important historical and cultural artifacts related to Early California heritage, the native gardens, the museum exhibits, and have offered free public events such as "Ranchito Days," and Las Posadas." The Society has further enhanced the historical significance of the ADOBE by rescuing and restoring the Lankershim Reading Room (Los Angeles Cultural-Historic Monument #978, 2010) and a historical Railroad Shanty.

The SFVHS continues to uphold its mission to preserve the unique historical significance of the Andres Pico Adobe through educational programs, advocacy, exhibition, and promotion. The San Fernando Valley Historical Society's vision is to use history's lessons to better the future of our children and the community. The SFVHS has a Board of Directors that meets each month to further the SFVHS's goals of protecting and preserving the historic ADOBE while also broadening public knowledge about the San Fernando Valley's history.

**Exhibit-C**

**The Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees**

**( /16)**

**FACILITY USE FEES**

*Ten percent (10%) of fees are to be paid to the Department of Recreation and Parks (RAP) General Fund Account (RAP). Ninety percent (90%) to be retained by the San Fernando Valley Historical Society (SFVHS) to be used to support the facility and grounds.*

**Special Events**

*Includes Weddings, Meetings, Social Events, Filming, Production Services and Craft Services (Outdoor Maximum capacity three hundred {300}). Does not include activity within the Adobe building except escorted tours.*

	<u>1 - 3 Hours</u>	<u>4 - 6 hours</u>	<u>Each Additional Hour</u>
Non-Prime Time (Monday-Thursday)	\$250.00	\$500.00	\$50.00
Prime Time (Friday, Saturday, Sunday, and Holidays)	\$450.00	\$800.00	\$75.00
 <u>Main Exhibit Room &amp; Lankershim Reading Room</u>		<u>1 - 4 hours</u>	<u>Each Additional Hour</u>
 (Indoor Maximum capacity thirty-five {35})		\$200.00	\$50.00

Space only available for still photography and/or on a case by case basis to ensure the preservation of the facility's contents, including historic artifacts and furniture on display.

Commercial Still Photography, per hour \$50.00

These types of requests must contact the Park Film Office at (323) 644-6220 to obtain a permit.

Operating Agreement  
 San Fernando Valley Historical Society  
 Andres Pico Adobe

Group Picnics \$450.00

Only the grassy area and adjacent parking lot are to be used from 9:00 a.m. to 6:00 p.m.  
 (Maximum attendance one hundred fifty {150})

*Please Note: Pony rides and water features are not permitted and only Moonbounces, including inflatable slides, from RAP's approved list are permitted. Petting zoos, if rental company insurance is submitted and approved in Track4LA system, are permitted if approved in writing in advance by SFVHS.*

Reservation Deposit	Special Events:	Fifty percent (50%) of total fees
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	Group Picnics:	\$100.00
--	----------------	----------

Refundable (Security) Deposit		\$100.00
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Catering Trucks	<u>1<sup>st</sup> 2 hours</u>	<u>Each add'l hour</u>
	\$40.00 per Truck	\$20.00 per Truck

ADDITIONAL STAFF NEEDS

At the discretion of the Regional Superintendent or equivalent level manager, some events or activities may require additional maintenance, security, traffic control, and/or event monitor staffing due to size, location, scope of activities or other factors. This may include requirements for hiring one or more Security Officers for time before, during, and after an event.

Monitor/Staff Fees		\$22.00 per hour (if applicable)
--------------------	--	----------------------------------

*(100% to Organization providing the staff - either SFVHS or RAP)*

VENDOR FEE

	<u>Table/2 chairs/10'x10'</u> <u>equivalent activity area</u>
Public Agency/Society (no sales of any kind)	No fee
Non-Profit Organizations (may have sales)	\$ 50.00
For-Profit Organizations / Individuals (may have sales)	\$100.00
Commercial (purpose is display of company logo/ product/name) - commercial sales may be conducted.	\$200.00

CANCELLATION FEES

Special Events

Cancellation prior to sixty (60) days of event	Fifty percent (50%) of refundable deposit
Cancellation within sixty (60) days of event	Fifty percent (50%) of all fees
Postponement prior to sixty (60) days of event	Fifty percent (50%) of refundable deposit

Group Picnics

Cancellation within thirty (30) days of the event	One hundred percent (100%) of the \$100 deposit
Cancellation prior to thirty (30) days of the event	0% of deposit; \$100 deposit refunded in full

PAYMENT OF FEES

Special Events: The total amount of all rental fees and deposits due shall be paid in full at least sixty (60) days prior to the scheduled date of use, otherwise the reservation may be canceled and cancellation fees may apply.

Group Picnics: The total amount of all rental fees and deposits due shall be paid in full at least thirty (30) days prior to the scheduled date of use, otherwise the reservation may be canceled and cancellation fees may apply.

### PROHIBITED SPECIAL USE EVENTS

Subletting or assignments of Special Uses are not permitted.

### MEMBER ONLY EVENTS

Events sponsored or co-sponsored by SFVHS require permits to be obtained and if beyond the allotted four (4) approved fundraising events per year, ten percent (10%) of the fees that would be assessed under the Special Events fee schedule shall be paid to RAP.

### DEPARTMENT USE

Requests for use of this facility for no use fees or charges except for reimbursement of staff and other direct costs must be approved by the General Manager or an appointed designee. Saturday, Sunday, or Holiday use is not allowed. The facility use form shall be signed by an Assistant General Manager. Staff fees apply with a four (4) -hour minimum for Department Use. See rates established in General Information section of schedule of rates and fees. A fund and account must be identified for transfer of reimbursement or a D-Time Work Order provided.

### OTHER INFORMATION

This Historic Building has many restrictions relating to alterations, decorations, and other improvements. Insurance may be required.

1. Facility Use Applications for the Andres Pico Adobe can be accepted up to one (1) year to the month of reservation.
2. Applicants must be twenty-one (21) years of age or older and submit applications in person at the Andres Pico Adobe.
3. Deposit will be kept if any part of the permit has not been met by the applicant, their guests, or contracted vendors. This includes any damage by the applicant, their guests, and/or contracted vendors. If all the requirements of the permit have been met, the deposit will be refunded four to six (4-6) weeks after the event. Deposit will be refunded only in the permit holder's name and cannot be changed.

Operating Agreement  
San Fernando Valley Historical Society  
Andres Pico Adobe

4. Use of the facility before and after the event for activities including food handling, decorating, set-up, deliveries, extra clean-up, pick-up, etc. must be included in time frame in which the facility is being rented.
5. All fees must be paid in cash, check, or money order.
6. No structure may be erected or assembled on the premises, nor may any electrical, mechanical or other equipment be brought thereon for use in an event, unless approved in writing in advance bySFVHS.
7. No decorations may be fastened to any part of the building or shrubbery. The use of glitter, confetti, rice, and/or bird seed is prohibited. No staples, pins or nails may be used on any part of the building or equipment. No balloons may be released on the facility. Any decoration, special effects of lighting planned in connection with the event must be reviewed and approved in writing in advance.

The facility, gardens, grounds, and equipment are to be left at the conclusion of the event in the same order, condition, and degree of cleanliness as existed at the beginning of the rental.

**Exhibit-D**

**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
 PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

<b>PARTNER ORGANIZATION</b>	
<b>PROJECT/PROGRAM TITLE</b>	<b>ONE-TIME or ROE</b> <input type="checkbox"/>
<b>DEPARTMENT FACILITY(IES)</b>	<b>ANNUAL</b> <input type="checkbox"/>
<b>PERIOD COVERED</b>	<b>DATE OF INSPECTION</b>

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
	<input type="checkbox"/>				
<b>FINANCIAL</b>	<input type="checkbox"/>				
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
	<input type="checkbox"/>				
<b>OUTREACH</b>	<input type="checkbox"/>				
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

Operating Agreement  
 San Fernando Valley Historical Society  
 Andres Pico Adobe



CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>SAFETY</b>	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>ORGANIZATION</b>	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement including proof of non-profit status (if applicable – check websites)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

Rev February 2012



**CONSOLIDATED PERFORMANCE REVIEW – PAGE 3**

<b>ORGANIZATION</b>
<b>TITLE</b>
<b>PERIOD COVERED</b>

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**  
*Include RAP Staff feedback and participant comments*

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>
<b>NAME AND TITLE OF EVALUATION REVIEWER</b>	
<b>SIGNATURE OF REVIEWER</b>	<b>DATE</b>

**ATTACHMENTS**

Compliance Resolution Forms  
  Public Comments  
  Flyers and PR Materials  
  Photos  
  Program Forms  
 Annual Report  
 Budget  
 Inspection(s)  
 Compliance Check  
 Legal/Insurance Status  
 Other \_\_\_\_\_

**EXHIBIT-E**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: San Fernando Valley Historical Society Date: 05/06/2015

Agreement/Reference: Operation and Maintenance of the Andres Pico Adobe

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

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input checked="" type="checkbox"/> Fire Legal Liability <u>1,000,000</u> <input type="checkbox"/> Liquor Liability	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake <span style="margin-left: 200px;"><input type="checkbox"/></span>	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	
<b>Other:</b> <u>If contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Worker's Compensation Insurance Requirement" located at <a href="http://lacity.org/cao/risk/InsuranceForms.htm">http://lacity.org/cao/risk/InsuranceForms.htm</a></u>	

**EXHIBIT-F**

Form Gen. 133 (Rev. 05/12)

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

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

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

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

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however ***submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or

blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.
10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

**EXHIBIT-G**

**Standard Provisions for City Contracts**

*(All agreement provisions supersede standard provisions.)*

REPORT OF GENERAL MANAGER

NO. 16-081

DATE April 06, 2016

C.D. 1, 4, 11, 14, 15

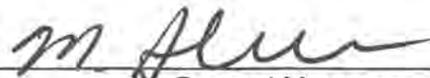
BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP DIVISION - DONATIONS FROM HUMANA FOR PROGRAM INSTRUCTORS AND STAFF TRAINING AT VARIOUS SENIOR CENTERS

R. Adams \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
\*V. Israel \_\_\_\_\_



K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Accept a donation from Humana, a State of Kentucky based healthcare provider and insurance company, in the amount of Five Thousand Dollars (\$5,000.00) provided to the Los Angeles Parks Foundation (LAPF) to pay for instructors teaching various fitness, dance and/or computer training classes at seven (7) Department of Recreation and Parks (RAP) operated senior centers;
2. Accept an in-kind donation from Humana to RAP in the form of as-requested professional healthcare speakers, to provide training sessions for RAP staff at twenty-nine (29) RAP operated senior centers;
3. Accept a cash donation in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) provided to the LAPF, to assist RAP with stipends for additional professional speakers and other training related expenses at RAP senior centers; and,
4. Direct the Board Secretary to provide appropriate recognition to Humana as the donor, in appreciation of their generous support.

SUMMARY:

Humana is a State of Kentucky based healthcare provider and insurance company, with offices in all fifty (50) states. Humana believes their role goes beyond that of a mere healthcare provider and insurance company, working to be a partner for wellness that empowers their

## REPORT OF GENERAL MANAGER

PG. 2

NO. 16-081

members to live healthy, active, and rewarding lives. Humana wishes to expand their touch through support of RAP senior centers.

Humana has agreed to provide RAP, through the LAPF, with the following three (3) donations; 1) funding in the amount of Five Thousand Dollars (\$5,000.00) provided to the Los Angeles Parks Foundation (LAPF), for instructors to teach various fitness, dance, and/or computer training classes (collectively "Classes") at the seven (7) RAP senior centers listed below; 2) an in-kind donation provided directly to RAP for staff training at all twenty-nine (29) RAP operated senior centers, which includes in-kind healthcare speakers whose services are valued at approximately One Thousand Dollars (\$1,000.00); and 3) a cash donation to the LAPF in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) to assist RAP with stipends and other related training expenses.

Humana's donation for the classes will be a one-time donation to the LAPF, who in turn will provide such funds respectively to each participating senior center. Each center's Director-In-Charge (DIC) will deposit the funds into the center's existing Municipal Recreation Program (MRP) account. The funds will be used to pay for existing RAP part-time instructors to teach fitness, dance, and/or computer training classes at each respective center. The DIC of each center will determine the type of class to be provided and schedule of classes, based on their knowledge of the community's interests. Classes will be held once or twice per week. The seven (7) sites participating and receiving funds from Humana thru the LAPF are:

1. El Sereno Senior Center
2. Lincoln Heights Senior Center
3. Sunland Senior Center
4. Westchester Senior Center
5. Montecito Heights Senior Center
6. Watts Senior Center
7. Glassell Senior Center

The Humana provided staff trainings will be conducted on a quarterly basis for staff at the twenty-nine (29) RAP operated senior centers city-wide. Humana will cover the cost of providing healthcare professionals on an as-needed basis, covering a variety of healthcare topics impacting seniors. The LAPF will use the Two Thousand, Five Hundred Dollars (\$2,500.00) to stipend other professional speakers and cover any additional other training session expenses. This training will help to ensure that RAP full-time staff members at the centers are up-to-date with senior trends and topics of interest.

Staff has discussed the donations with the Operations Branch and the management staff of the Senior Section, and all concur with staff's recommendations in support of the Board's acceptance of the donations and implementation of related activities.

REPORT OF GENERAL MANAGER

PG. 3

NO. 16-081

FISCAL IMPACT STATEMENT:

Acceptance of this donation results in no fiscal impact to the RAP General Fund as program costs will be paid directly by Humana and additionally through the LAPP.

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



REPORT OF GENERAL MANAGER

NO. 16-082

DATE: April 06, 2016

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CABRILLO BEACH 2016 MONTROSE SETTLEMENTS RESTORATION PROGRAM FISHING OUTREACH MINI-GRANT — AUTHORIZATION TO SUBMIT GRANT PROPOSAL; ACCEPTANCE OF GRANT FUNDS

R. Barajas

H. Fujita

\*V. Israel



K. Regan

N. Williams



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the submission of a 2016 Montrose Settlements Restoration Program (MSRP) Fishing Outreach Mini-Grant proposal to augment funding for the Department of Recreation and Parks (RAP) Cabrillo Beach Pier Fishing Program (CBPFP) in the amount of Fifteen Thousand Dollars (\$15,000.00), subject to the approval of the Mayor and the City Council;
2. Direct staff to transmit a copy of the grant proposal to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA) and to the City Clerk for committee and City Council approval before accepting and receiving the grant award, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize RAP's General Manager to accept and receive the 2016 MSRP Fishing Outreach Mini-Grant, if awarded, in the amount of Fifteen Thousand Dollars (\$15,000.00) from the MSRP to conduct the CBPFP for the summer of 2016, subject to the approval of the Mayor and City Council;
4. Designate RAP's General Manager, Executive Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment request, which may be necessary for the completion of the project; and,
5. Authorize RAP's Chief Accounting Employee to establish the necessary account and to appropriate funding received to the necessary account within "Recreation and Parks

## REPORT OF GENERAL MANAGER

PG. 2                      NO. 16-082

Grant" Fund 205 to accept the MSRP grant in the amount of Fifteen Thousand Dollars (\$15,000.00) for the CBPFP, if awarded.

### SUMMARY:

RAP was invited once again to apply for the MSRP's 2016 Fishing Outreach Mini-Grant. The MSRP is a multi-agency government program that was created in 2001 following the settlement of a lawsuit regarding impacts to the natural environment caused by the release of contaminants into the marine ecosystem in Southern California through a wastewater outfall pipe located offshore of the Palos Verdes peninsula. Releases of these chemicals led to impacts on marine life, and reduced fishing activities because of fish contamination, which continue to injure natural resources. Among various projects included in the MSPR's 2005 Restoration Plan, MSRP established an educational mini-grant program to support youth fishing programs that teach children about local fish contamination and safe fishing practices.

In 2011, RAP applied for and was awarded a Five Thousand Dollar (\$5,000) grant under MSRP's mini-grant program which allowed an instructional fishing program for day campers for about two hundred fifty (250) participants.

RAP has received annual grants each summer, for escalating amounts. In 2014 and again in 2015, RAP applied for and received Fifteen Thousand Dollars (\$15,000.00) to increase participation to fifteen (15) buses bringing over Five Hundred (500) summer camp youth to the program. After a morning session learning to fish, how to identify fish that are safe to eat, and how to prepare fish for consumption, the day campers then enhance their day of learning with a tour of the Cabrillo Aquarium led by Park Rangers or other knowledgeable RAP staff.

The maximum grant of Fifteen Thousand Dollars (\$15,000.00) has been requested again for 2016. If awarded, the grant funds would be used to conduct at least Fifteen (15) four-hour sessions over the summer for an estimate five hundred twenty-five (525) youth from RAP summer day camps at recreation centers located within at-risk communities. Youth will be educated about the local coastal environment, RAP's role and responsibilities in the ocean eco-system, and safe fishing practices, as well as, how to bait a hook, cast a fishing line, and catch and release fish. MSRP provides written materials for these sessions. The program will also feature a tour of the Cabrillo Aquarium. The Region Superintendents are in support of this program for 2016.

### FISCAL IMPACT STATEMENT:

RAP will provide in-kind support for this program for staff to administer the program and coordinate youth groups, and for some fishing equipment. The Montrose Settlements Restoration Program gives stronger consideration to proposals that provide matching funds or in-kind support.

This report was prepared by Vicki Israel, Assistant General Manager.

REPORT OF GENERAL MANAGER

NO. 16-083

DATE April 06, 2016

C. D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NATIONAL RECREATION AND PARK ASSOCIATION 2016 OUT-OF-SCHOOL TIME GRANT -AUTHORIZATION TO SUBMIT GRANT PROPOSAL; ACCEPTANCE OF GRANT FUNDS

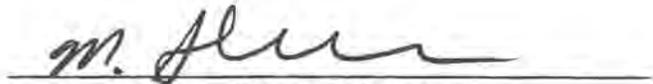
R. Barajas \_\_\_\_\_

K. Regan \_\_\_\_\_

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

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

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



General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the submission of an application for a 2016 Out-of-School Time Grant from the National Recreation and Park Association (NRPA) to augment funding for the Department of Recreation and Parks' (RAP) 2016 Summer Lunch Program, in the amount of Ten Thousand Dollars (\$10,000.00), subject to the approval of the Mayor and the City Council;
2. Direct staff to transmit a copy of the grant proposal to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for Committee and City Council approval before accepting and receiving the grant award, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize RAP's General Manager to accept and receive the NRPA's 2016 Out-of-School Time Grant, if awarded, in an amount up to Ten Thousand Dollars (\$10,000.00), as may be offered by NRPA, to supplement RAP's Summer Lunch Program in 2016, subject to the approval of the Mayor and City Council;
4. Designate RAP's General Manager or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment request, which may be necessary for the completion of the program; and,

## REPORT OF GENERAL MANAGER

PG. 2

NO. 16-083

5. Authorize RAP's Chief Accounting Employee to establish the necessary account and to appropriate funding received to the necessary account within "Recreation and Parks Grant" Fund 205 to accept the NRPA grant in the approximate amount of Ten Thousand Dollars (\$10,000.00), to supplement the RAP's 2016 Summer Lunch Program, if awarded.

### SUMMARY:

RAP received electronic notice from NRPA of a second renewal opportunity for the 2016 Out-of-School Time grant program. NRPA has offered similar small grants supplementing summer youth programs in past years, with RAP receiving an award of Twenty-Five Thousand Dollars (\$25,000.00) under such a program in 2014, which was used to implement a healthy eating education component of RAP's Summer Lunch Program, and a renewal in 2015 of Ten Thousand Dollars (\$10,000.00) to continue the healthy eating education and support greater awareness of free healthy lunch programs. Only agencies who were awarded grants in 2014 or 2015 are eligible to apply for the 2016 renewal opportunity.

The primary focus of the NRPA's grant funding this summer is to support children's health through park and recreation out-of-school time programs by increasing the number of healthy meals children in low-income communities receive through the Summer Food Service Program (SFSP). Additionally, the grant will support continuation of the nutrition literacy education and the commitment to healthy eating standards, another with an emphasis to promote meal and program efficiencies that will decrease food waste and lead to more sustainable meal programs.

The RAP's Summer Lunch Program provides over two hundred thousand (200,000) free nutritious lunches to children ages one (1) to eighteen (18) at over one hundred (100) recreation centers that are located in low-to-moderate income, at-risk areas throughout the City of Los Angeles. The lunches meet Federal nutrition guidelines for healthy eating and are available for children without any need for pre-registration or proof of qualification. This Lunch Program operates integrally with the summer recreational programming offered at the same sites, and children who receive Summer Lunches are provided information on the recreational classes and activities.

This grant from NRPA gives another opportunity to enhance RAP's Summer Lunch Program for 2016. A portion of the grant funding will pay for assignment of trained staff to interact with children during the lunch service and to provide nutrition education at least once a week for children enrolled at selected recreation centers. The grant will provide resources to market the Summer Lunch Program: colorful flyers in English and Spanish for distribution to schools, libraries, other community organizations, and for the second year, radio advertising on Spanish-language stations. The 2015 grant gave us the first opportunity in several years to advertise on Spanish-language family radio. The Spanish-language advertising increased awareness in that demographic and this grant will allow reinforcement and more market penetration by funding Spanish language radio ads again. In addition to immediate positive impacts, this advertising will have long-term positive results with families knowing that the free lunch is available every summer at local Los Angeles City parks.

REPORT OF GENERAL MANAGER

PG. 3

NO. 16-083

FISCAL IMPACT STATEMENT:

Acceptance of this grant will have no impact on the General Fund as all expenses for the required nutrition education component and the cost of additional Summer Lunch Program marketing will be funded through the grant.

This report was prepared by Vicki Israel, Assistant General Manager.



REPORT OF GENERAL MANAGER

NO. 16-084

DATE April 06, 2016

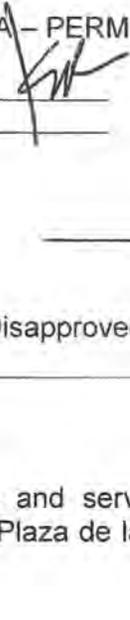
C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PLAZA DE LA RAZA – PERMISSION TO SERVE ALCOHOLIC BEVERAGES

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

\*K. Regan \_\_\_\_\_  
N. Williams \_\_\_\_\_

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board approve the sale and serving of alcoholic beverages at four (4) special fundraising events to take place at Plaza de la Raza, in accordance with the Board's Policy on Alcoholic Beverages.

SUMMARY:

Plaza de la Raza is a non-City of Los Angeles facility that is located within the premises of Lincoln Park, within the Metro Region. It has been operated by a non-profit organization as a multi-discipline, cultural and arts-education center since 1970. The Department of Recreation and Parks (RAP) has had an agreement with Plaza de la Raza since 1999.

Plaza de la Raza is planning to hold four (4) special fundraising events on April 30, 2016; July 30, 2016; August 27, 2016; and on November 5, 2016. As part of the events, pending Board approval, it is intended to have alcoholic beverages available for purchase in a Beer Garden. The serving of alcohol will be allowed in the "secured alcohol area," and will meet all State and local regulations, as well as the Board's Alcoholic Beverage Policy. In addition, Plaza de la Raza will provide security at all four (4) events at their own expense.

The Board's Alcohol Beverage Policy requires that an event where alcoholic beverages are sold beyond the five (5) events allowed per region, per calendar year, must obtain additional approval from the Board. The Metro Region anticipated alcohol-related events for 2016 include the Pershing Square series, Seoul International Korean Festival, Echo Park Lotus Festival, Arroyo Seco Lummis Days Festival, and Council District 1 Jazz Festival.

Attached is a letter of support from Councilmember Gilbert A. Cedillo, First Council District (Attachment 1).

FISCAL IMPACT STATEMENT:

There is no negative impact to the Department's General Fund.

This report was prepared by Bertha Calderon, Management Analyst, Metro Region.



ATTACHMENT 1

**GILBERT A. CEDILLO**  
COUNCILMEMBER  
FIRST DISTRICT

March 14, 2016

Sophia Pina-Cortez, Superintendent  
Los Angeles Department of Recreation and Parks  
Metro Region Headquarters  
3900 Chevy Chase Drive  
Los Angeles, California 90039

Dear Ms. Pina-Cortez::

I am writing in support of Plaza de la Raza and the center's ongoing events and public programs. I understand that on occasion, the organization requests temporary liquor licenses for its events and I fully support their efforts.

Since 1970, Plaza de la Raza has remained a place where artists and performers come together to showcase what is best about our community through cultural expression. In order to maintain and strengthen the organization and make Plaza de la Raza's mission a continuing reality, the organization's board of directors, staff and volunteers work together to implement and find creative ways to cover ongoing operations. It is for this very reason that I fully support the occasional need for a temporary liquor license for certain events and fundraisers.

Through its many programs, Plaza de la Raza is uniquely equipped to support the arts and to impact families, artists and businesses in our community. I trust that you give Plaza de la Raza every consideration in their continuing efforts to serve the community

Sincerely,

Gilbert A. Cedillo  
Councilmember, First District

REPORT OF GENERAL MANAGER

NO. 16-085

DATE April 06, 2016

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN PARK RECREATION CENTER – POOL AND BATHHOUSE REPLACEMENT (PRJ1504P) (W.O. #E1907715) PROJECT – REJECTION OF ALL BIDS; AUTHORITY TO RE-BID

\*R. Barajas [Signature] K. Regan \_\_\_\_\_  
H. Fujita \_\_\_\_\_ N. Williams \_\_\_\_\_  
V. Israel \_\_\_\_\_

[Signature]  
General Manager

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

RECOMMENDATIONS:

That the Board:

1. Reject all bids received on December 1, 2015, for the Lincoln Park Recreation Center – Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) project (Project);
2. Approve the final plans and specifications to re-bid this Project;
3. Approve the reduction in the value of work that the specifications required to be performed by the Prime Contractor from thirty percent to twenty percent (30% to 20%) of the base bid price; and,
4. Advertise the date for receipt of bids as Tuesday, May 24, 2016, at 3:00 p.m., in the Board Office.

SUMMARY:

On September 2, 2015, the Board approved the final plans and call for bids for the Lincoln Park Recreation Center – Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) Project, located at 3501 Valley Boulevard, Los Angeles, California 90032 (Report No. 15-206), as prepared by the design consultant, Fisher Sehgal Yanez (FSY) Architects, Inc., under the direction of the Department of Public Works, Bureau of Engineering (BOE), Architectural Division.

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The Project scope provides for the improvements to the existing recreation center area of Lincoln Park. The following is a general list of the improvements:

1. Demolition of the existing deteriorated aging swimming pool and bathhouse with adjacent concrete courtyard and equipment pump house.
2. Construction of:
  - a) New 9,000 square-foot (sf) lap pool with 7,300 sf pool deck.
  - b) New 1,600 sf children's water play area with 2,300 sf adjacent concrete deck.
  - c) New 1,200 sf equipment and chemical building.
  - d) New 4,300 sf bathhouse.
  - e) New concrete retaining wall adjacent to the pool.
  - f) New landscaping & irrigation around the new pool and bathhouse.
  - g) New pool perimeter fencing.
  - h) New 1,300 sf bio-filtration swale.
  - i) New shade structures.

The City Engineer's estimate for the construction costs of this Project was Five Million, Five Hundred Thousand Dollars (\$5,500,000.00). In order to provide the Department of Recreation and Parks (RAP) with the flexibility to deduct portions of the scope of work to meet the approved funding, two (2) Deductive Bid Alternates (replacing chain link fence with tube steel fence and replacing decorative concrete with colored concrete) and one (1) Additive Alternative (adding shade structures) were included.

On December 1, 2015, seven (7) bids were received for this Project. The bid amounts received are as follows:

<u>Bidders</u>	<u>Base Bid</u>	<u>Deductive Alternate 1</u>	<u>Deductive Alternate 2</u>	<u>Additive Alternate 1</u>
G2K Construction Inc.	\$7,389,000	\$ 40,000	\$ 8,000	\$35,000
AMG & Associates	\$7,675,000	\$ 28,000	\$ 45,000	\$33,000
Horizon Construction Company Int'l., Inc.	\$7,677,000	\$ 28,000	\$ 40,000	\$87,000
MS Construction Mgmt. Group	\$7,995,000	\$441,550	\$ 49,000	\$45,000
Ford E.C., Inc.	\$8,131,000	\$ 1,000	\$100,000	\$40,000
Morillo Construction, Inc.	\$8,346,000	\$ 10,000	\$ 44,900	\$33,000
Green Building Corporation	\$8,800,000	\$ 10,000	\$ 40,000	\$40,000

Although the bids were received, the Project could not be awarded. The four (4) lowest base bids are over the City cost estimate by thirty-four to forty-five percent (34% to 45%). In addition, these bidders failed to submit the required Prime Contractor's Minimum Qualification and Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer documents. Since the required documents were not submitted with the bids, the bids are considered

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non-responsive. Thus, the fifth (5<sup>th</sup>) lowest bidder with the base bid of Eight Million, One Hundred Thirty-One Thousand Dollars (\$8,131,000.00) is next in line to be considered the lowest responsive responsible bidder. However, this bid price is forty-eight percent (48%) over the City Engineer's estimate. The Project cannot be awarded, since the bid price was too high and exceeds the approved funding.

Staff has evaluated that the causes for the high bid prices and concluded that: 1) the current construction market and bidding environment has escalated the construction cost to a much higher cost level than at the time the Project cost was estimated and budgeted over two (2) years ago; and 2) the required thirty percent (30%) self-perform by the prime contractor as required by the specifications, has prompted the prime contractor to increase its portion of the bid price in order to meet the self-perform requirement.

Staff recommends that the Board reject all bids and re-bid in order to receive the most competitive bid prices, as the anticipated lower bid prices will help preserve the City's limited resources and to meet the project budget.

After evaluation of the bids that were received, staff re-estimated the construction costs of this Project to be Six Million, Five Hundred Thousand Dollars (\$6,500,000.00), which takes into account current market rate for construction costs. The Project scope will remain the same as described above. Due to the nature of public competitive bidding, three (3) Deductive Bid Alternatives are included below. This will provide RAP with the flexibility to deduct portions of the scope of work to meet the approved funding and allow the successful award of the Project for construction.

Deductive Bid Alternate No. 1 - Lump sum price to be subtracted from the Base Bid at the discretion of the Board at the time of award for deletion of all work associated with the 1-inch mini mesh vinyl coated perimeter chain link fencing (CL), including its concrete footings and curbs, and replacing CL with the tube steel picket fencing, including its concrete footings and curbs, as shown in the plans and specifications

Deductive Bid Alternate No. 2 - Lump sum price to be subtracted from the Base Bid at the discretion of the Board at the time of award for deletion of all work associated with decorative lithocrete concrete work (Lithocrete), as shown in the plans and specifications, and replacing Lithocrete with an integral colored (white-cement and white-sand) concrete, as shown in the plans and specifications.

Deductive Bid Alternate No. 3 - Lump sum price to be subtracted from the Base Bid at the discretion of the Board at the time of award for deletion of all work associated with the shade structures, as shown in the plans and specifications, as shown on Sheet SK-1, SK-1A, and Section 13 31 23 Pre-Engineered Fabric Tension Shade Structure.

It has been Board's policy to require the prime contractor to perform a minimum of thirty (30%) of the work for the Project, as measured by the base bid price. It is proposed that the Board reduce the prime contractor's participation requirement from thirty to twenty percent (30% to 20%) for this Project. The decrease in the amount of work the prime contractor is required to

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perform will result in a larger number of contractors bidding the Project, more competitive bids and lower overall bids. The thirty percent (30%) requirement is to ensure that the prime contractor will perform a large portion of the traditional construction work. However, this Project requires a great deal of specialized work from subcontractors. Many building components have to be subcontracted to specialized subcontractors, including specialty pool, structural steel, shade structure, and decorative deck subcontractors. For above reasons, RAP staff recommends that the Board reduce the prime contractor self-performance requirement to twenty percent (20%).

This Project is partially funded by the Proposition K – L.A. for Kids Program (Proposition K). Proposition K is funding the children’s water play area portion in the pool facility. The remainder of the Project is funded by Capital Improvement Expenditure Program (CIEP), Federal Community Development Block Grant (CDBG), Municipal Improvement Corporation of Los Angeles (MICLA) and Quimby funds.

Funds are available from the following funding accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>AMOUNT</u>
CIEP General Fund	100/54/00K038	\$1,734,545.00
CDBG 40 <sup>TH</sup> PY	424/43/43L514	\$2,870,348.00
MICLA (Fiscal Year 14-15 Mayor Budget)	298/88/88LNB3	\$1,800,000.00
Proposition K (Fiscal Year 09-10) Competitive	43K/10/10F229	\$ 177,000.00
Proposition K (Fiscal Year 11-12) Bond Fund Residuals	44S/10/10H001	\$ 388,221.00
Proposition K (Fiscal Year 15-16) Competitive	43K/10/10MPBY	\$ 323,000.00
Quimby (Reports No’s 09-258 & 12-202)	302/89/89460K-MS	\$ 240,459.36
TOTAL:		\$7,533,573.36

ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the Project will consist of the replacement of the existing pool, bathhouse and equipment pump house. Since the bathhouse is associated with one (1) of three (3) 95-year old turn-of-the-century conservatory buildings at the park built in 1914, a historic structures evaluation was performed. It was determined that the bathhouse did not retain enough architectural integrity due to substantial modifications over the years to be a significant historical resource eligible for listing on either the California or National historic registers. Therefore, the Project is exempt from the provisions of the California Environmental Quality Act (CEQA), without exception, pursuant to Article III, Section 1, Class 1(11), Class 2(5) and Class 3(6, 17) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles City Clerk and Los Angeles County Clerk.

The bid package has been approved by the City Attorney’s Office.

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FISCAL IMPACT STATEMENT:

The Project will be funded by a combination of the aforementioned funding sources. There is no immediate fiscal impact to RAP's General Fund. However, future operations and maintenance costs will be included in future RAP annual budget requests.

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



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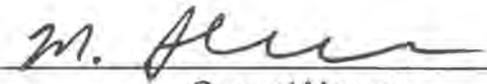
DATE April 06 2016

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARK FACILITY CONSTRUCTION- AUTHORIZATION TO RELEASE A REQUEST FOR QUALIFICATION (RFQ) FOR VARIOUS PARK FACILITY MAINTENANCE AND CONSTRUCTION CONTRACTS FOR DEPARTMENT-WIDE PROJECTS

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve the Request for Qualifications (RFQ) for Park Facility Construction, for a three (3) year contract, substantially in the form on file in the Board Office, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFQ to the City Attorney for approval as to form; and,
3. Authorize staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

SUMMARY:

The Department of Recreation and Parks (RAP) is in need of park facility construction services, which current staff can only provide on a limited basis. Therefore, one or more park facility construction contracts are required. Currently, RAP has park facility construction contracts executed but they are due to expire August 15, 2016. RAP is requesting that these park facility construction contracts continue to be available to help supplement City forces and perform work that RAP staff has little or no expertise in performing. With over four hundred fifty (450) park locations under the jurisdiction of RAP, park facility construction services contracts are critical to maintaining and expanding our current park facility infrastructures.

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These contracts will provide RAP with additional resources to perform park facility construction services which will help to supplement current City forces. In addition, these contracts will provide RAP's Planning, Construction and Maintenance Branch a tool to meet current and future park facility construction projects.

The projects that use these contracts are for refurbishment and improvements of the park facilities and are funded by grants such as Proposition 1C Housing-Related Parks Grant, Proposition 84, and Community Development Block Grant (CDBG) which have mandatory deadlines. These contracts also provide RAP the flexibility to obtain resources to complete the projects within the grant required deadlines.

The scope of this contract will include and comply with applicable permits, Low Impact Development (LID), and American with Disabilities Act (ADA). Contractor may be requested to prepare design plans, engineering, permitting, and all construction documents prior to construction work when necessary.

Contractor may be required to construct all work for asphalt paving which includes but not limited to:

- Hazardous material abatement
- Demolition
- Grinding
- Resurfacing
- New/Reconstruction/Maintenance and/or Repairs of asphalt roadways
- New/Renovation/Maintenance and/or Repairs of asphalt basketball courts (coatings and striping included)
- New/Reconstruction/ Maintenance and/or Repairs of asphalt parking lots
- New/Reconstruction/Maintenance and/or Repairs of asphalt pathways (work to include parking lot striping design and striping)
- New/Maintenance and/or Repairs asphalt striping
- Contractor will provide California Licensed Surveyor when required for topography, site survey and property line surveys to establish grades as identified in construction documents.

Contractor may be required to construct all work for concrete which includes but not limited to:

- Grading, subbase preparation
- Excavation
- Compacted backfill
- Drainage, catch basins
- Masonry walls
- Construction, Retrofit, or Maintenance and/or Repairs of driveways
- Construction, Retrofit, or Maintenance and/or Repairs concrete curb and gutter
- Contractor will provide California Licensed Surveyor when required for topography,

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site survey and property line surveys to establish grades as identified in construction documents

Contractor may be required to construct all work for grading which includes but not limited to:

- Parking lots
- Building pads
- Athletic field areas (including but not limited to removal and replacement of infields, outfields and topsoil, drainage improvements,) hazardous material abatement and to bring fields into compliance with the Americans with Disabilities Act
- Contractor will provide California Licensed Surveyor when required to provide topography and property line surveys to establish grades as identified in construction documents

Contractor shall be prepared to secure and construct athletic and playing surfaces and associated amenities:

- New Construction/Maintenance and/or Repairs of basketball
- New Construction/Maintenance and/or Repairs of tennis courts (coating and striping included)
- New Construction/Maintenance and/or Repairs of park pathways
- New Construction/Retrofits/Maintenance or Repairs of masonry and concrete retaining and property line walls
- Contractor will provide California Licensed Surveyor when required to provide topography and property line surveys to establish grades as identified in construction documents

Contractor shall also be prepared for construction of new parks which includes but not limited to:

- New Construction/Retrofit/Maintenance and/or Repairs of athletic fields (baseball, softball and soccer field amenities such as but not limited to nets, fencing perimeter, foul line, dugouts, outfield and backstops, goals, batting cages, bleachers, and scoreboards)
- Masonry walls
- Contractor will provide California Licensed Surveyor when required to provide topography and property line surveys to establish grades as identified in construction documents

In construction of new parks, work shall include but not be limited to:

- Hazardous material abatement
- Demolition
- Grading
- Plumbing (sewers and/or domestic water lines)
- Electrical

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- Concrete/masonry
- Asphalt
- Fencing/gates (chain-link, tubular, wrought iron and/or wire fencing)
- Playground equipment (purchase and installation)
- Rubberized surfacing (purchase and installation)
- All-weather turf (purchase and installation)
- Irrigation
- Landscaping (purchase and installation of plaques, trees, and associated landscaping materials)
- Lighting (parking lot, pathways, parks, indoor/outdoor athletic infrastructures)
- Contractor will provide California Licensed Surveyor when required to provide topography and property line surveys to establish grades as identified in construction documents

Staff has developed and is now ready to release, at the direction of the Board, a RFQ which will be advertised on RAP's website and posted on the Los Angeles Business Assistance Virtual Network (BAVN). The Planning, Construction and Maintenance Branch and the Finance Division, which oversees the Department's construction and maintenance projects, has reviewed the RFQ and provided input.

A pre-bid conference will be held approximately two (2) weeks after the release of the RFQ in order to provide potential bidders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program as required by Executive Directive No. 14, and the Board's policy.

### Evaluation Process

Responses will be evaluated in two (2) levels. Level I will evaluate whether the responder/s submitted a completed RFQ response package. This review will focus on whether the Responder followed all response submittal instructions and fill out completely all required forms in the RFQ document. Responder/s must successfully pass the Level I review before staff will proceed to Levels II. The Level II review will verify that the Responder met the minimum qualifications (As stated in RFQ Document). The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of this Contract. If a responder's minimum qualification cannot be verified by City Staff, Staff will recommend that the Responder be deem non-responsive.

If responder/s are successful in meeting the City's minimum qualifications requirements through the Level I and II review, staff may recommend to the Board that a contract be awarded to the Responder.

In the interest of maintaining a competitive environment and maximizing the City's contracting options, staff may choose to award a contract to multiple vendors. If multiple vendors are awarded this contract, vendors will have the opportunity to submit a competitive quote for each

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project issued by RAP's Planning, Construction and Maintenance Branch, within terms of this contract.

The selected Responder/s will be recommended to the Board for a three (3) year contract, in an amount not to exceed Four Million Dollars (\$4,000,000.00) per year, per contract, per contractor. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for service will be provided and will include various funding sources.

FISCAL IMPACT STATEMENT:

Releasing the Request for Qualification has no impact to the Department's General Fund.

Report prepared by Jimmy Newsom, Management Analyst II, Finance Division.



# REQUEST FOR QUALIFICATIONS



## City of Los Angeles Department of Recreation and Parks

Figueroa Plaza  
221 North Figueroa St., Suite 300  
Los Angeles, CA 90012

### PARK FACILITY CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS

Mandatory Pre-Qualification Conference: ??????????  
Submission Deadline: ????????

#### RESPONDENT'S CONTACT INFORMATION

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

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

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

Business Tax Registration Certificate (BTRC) No.: \_\_\_\_\_

**CITY OF LOS ANGELES  
REQUEST FOR QUALIFICATIONS**

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

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

**REQUEST FOR QUALIFICATIONS FOR  
PARK FACILITY CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS  
VARIOUS WORK ORDER NUMBERS**

**ESTIMATED TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:  
FIVE MILLION DOLLAR (\$5,000,000.00) AMOUNT OF CONTRACT  
PER CONTRACTOR, PER CONTRACT.**

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

## LICENSE REQUIREMENTS / IMPORTANT DATES

**MINIMUM LICENSE REQUIREMENTS:**

A valid California Contractor's License "A" (General Engineering Contractor) and/or applicable "C" License

**MANDATORY PRE-QUALIFICATION MEETING:**

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

A **Non Mandatory Technical Review Meeting** will be offered in an effort to assist Responders with any questions or concerns related to completing and complying with all city contract compliance requirements in this RFQ. This meeting will be held on ????????? at 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than ?????????????.

**Two (2) complete RFQ documents** (including addenda), each with original initials/signatures and required forms, attachments and documentation must be submitted.

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

- RFQ for **PARK FACILITY CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS – RESPONSE ENCLOSED**
- Name and Address of Firm

Responses must be mailed or delivered in person to:

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

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

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

## RESPONDENT'S CHECKLIST

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

ITEM DESCRIPTION	INITIALS
<b>COMPLETED, SIGNED ORIGINALS</b>	
The Response consists of <b>two (2) originals</b> , each set containing original initials and signatures, the complete RFQ document, plus all addenda, with no missing pages, and all required forms and attachments.	
All signatures have been completed in ink.	
The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.	
<b>LICENSE INFORMATION</b>	
Provided evidence of a valid California Contractor's License "A" (General Engineering Contractor) and/or applicable "C" License	
<b>RIGHT TO REJECT RESPONSES</b>	
Respondent acknowledges that the Board of Recreation and Park Commissioners reserves the right to reject any and all Responses and to waive any informality therein.	
<b>EXAMINATION OF RESPONDENT'S QUALIFICATIONS</b>	
Respondent acknowledges that the Department of Recreation and Parks Planning, Construction and Maintenance Branch and/or Finance Division will examine and be the sole evaluator in determining the acceptability of each Respondent's qualifications for this RFQ.	
<b>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS</b>	
Respondent has completed all requests for information and answered all questions.	
<b>SIGNATURE SHEET AND NON COLLUSION AFFIDAVIT</b>	
Respondent has read, signed and submitted the Signature Sheet and Non-Collusion Affidavit.	
<b>RESPONDENT INSTRUCTIONS AND SUBMITTALS</b>	
Respondent has read the "Respondent's Instruction and Submittal" section of this RFQ.	
<b>MUNICIPAL LOBBYING ORDINANCE</b>	
Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance.	
Respondent has submitted completed Bidder Certification (CEC) Forms 50 and 55.	
<b>SPECIFICATIONS AND PROPOSED CONTRACT LANGUAGE TO PROVIDE PARK FACILITY CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS</b>	
Respondent has read all sections of the "Specifications and proposed As-needed Contract Language".	

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

ITEM DESCRIPTION	INITIALS
<b>OUT-OF-STATE BIDDERS</b>	
Respondent has submitted a completed "Out-of-State Bidders" Form, if applicable.	
<b>LOS ANGELES RESIDENCE INFORMATION FORM</b>	
Respondent has submitted a completed "Los Angeles Residence Information" Form.	
<b>CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET + KEY EMPLOYEE REFERENCE SHEET</b>	
The required page(s) has/have been completed and submitted.	
<b>INFORMATION RELEASE FORM</b>	
Respondent has read, signed and submitted the "Information Release Form".	
<b>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)</b>	
Respondent reviewed and signed the requirements pertaining to the payment of Living Wages and SCWRO.	
<b>SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)</b>	
Respondent reviewed the SCWRO.	
<b>REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT</b>	
Respondent read and signed the "Reporting Requirements".	
<b>EQUAL BENEFITS ORDINANCE (EBO)</b>	
Respondent reviewed and submitted all required documents related to EBO to the City's Business Assistance Virtual Network (BAVN) system.	
<b>NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM</b>	
The Respondents read and uploaded all appropriate forms from the BCA website.	
<b>BUSINESS INCLUSION PROGRAM (BIP)</b>	
Respondent complied with all BIP requirements on the City's Business Assistance Virtual Network (BAVN) system.	
<b>SLAVERY DISCLOSURE ORDINANCE</b>	
The Respondent reviewed the Slavery Disclosure Ordinance summary, to be uploaded to the City's Business Assistance Virtual Network (BAVN) system after the Response due date.	
<b>CONTRACTOR RESPONSIBILITY QUESTIONNAIRE DOCUMENTATION</b>	
Respondent reviewed and submitted the "Contractor Responsibility Questionnaire".	
<b>CALIFORNIA STATE BILL (SB) 854</b>	
The Responder has read and provided evidence that it meets all SB 854 requirements including current company registration with the Department of Industrial Relations (DIR).	
<b>SECURITY GUARD SERVICES</b>	

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

ITEM DESCRIPTION	INITIALS
INSURANCE	
Respondent received and reviewed the City's INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS	
Respondent received and reviewed the City's Insurance Requirements form and will submit the required type(s) of insurance in the limits noted to <a href="mailto:www.track4la@lacity.org">www.track4la@lacity.org</a> .	
NOTICE TO EMPLOYEES WORKING ON CITY CONTRACTS RE: LIVING WAGE ORDINANCE AND PROHIBITION AGAINST RETALIATION NOTICE	
MUNICIPAL LOBBYING ORDINANCE	
Respondent received and reviewed the requirements and forms.	
BUSINESS INCLUSION PROGRAM (BIP) POLICY AND PROCEDURES	
Respondent complied with all BIP requirements on the City's Business Assistance Virtual Network (BAVN).	
SUBCONTRACTING	
All work subcontracted shall be directly related to the performance of work specified in the RFQ Specification Summary. (Page 85, Schedule D)	
SLAVERY DISCLOSURE ORDINANCE EXEMPTION	
The Respondent reviewed the Slavery Disclosure Ordinance summary, to be uploaded to the City's Business Assistance Virtual Network (BAVN) after the Bid due date?	
CONTRACTORS RESPONSIBILITY QUESTIONNAIRE	
Respondent reviewed and submitted the "Contractor Responsibility Questionnaire"? (Pages 110-120, Exhibit E, see attachment file for Questionnaire.)	
FORMS	
CHILDCARE DECLARATION STATEMENT	
Respondent read the supplementary information and read, signed and submitted the completed form.	
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS	
Respondent read, signed and submitted the completed form.	
AMERICANS WITH DISABILITIES ACT	
Respondent read, signed and submitted the completed form.	
FORM OF NON-COLLUSION AFFIDAVIT	
Respondent read, signed and submitted the completed form.	
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT	
Respondent read, signed and submitted the completed form.	

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**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

PROJECT QUALIFICATION FORM	
Respondent read, signed and submitted one completed form for each qualifying project.	

**NAME OF RESPONDENT** \_\_\_\_\_

**RESPONDENT'S ADDRESS** \_\_\_\_\_

**STREET** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**A. RESPONDENT'S TELEPHONE NUMBER** \_\_\_\_\_

**B. RESPONDENT'S FAX NUMBER** \_\_\_\_\_

**C. RESPONDENT'S EMAIL ADDRESS** \_\_\_\_\_

**D. BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) #** \_\_\_\_\_

**E. RESPONDENT'S CHECK LIST**

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

**BY:**  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE OR POSITION:** \_\_\_\_\_

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

## **INTRODUCTION**

Firms interested in providing **PARK FACILITY CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed contracts for individual projects.

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

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

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months or one hundred eighty (180) days after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

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

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

## **DESCRIPTION OF REQUESTED SERVICES**

### **1) Asphalt Paving:**

Asphalt paving, demolition, hazardous material abatement, grinding, resurfacing or coating of roadways, parking lots, renovation/replacement of basketball courts (coatings and striping included), pathways, work to include parking lot striping design and striping and compliance with applicable permits, Low Impact Development (LID), and American with Disabilities Act (ADA). Contractor may be requested to prepare design plans and secure applicable permits prior to construction work when necessary. Contractor may be required to construct all work associated with asphalt paving included but not limited to grading, excavation, compacted backfill, drainage, catch basins, preparing subbase, driveways, and concrete curb and gutter. Contractor may be required to provide a California Licensed Surveyor when required to provide topography, site survey and property line surveys to establish grades as identified in construction documents. Contractor shall also be prepared to secure and construct athletic and playing surfaces and associated amenities.

### **2) Flatwork Concrete:**

Concrete sidewalks, driveways, curb-cuts, ADA ramps, pathways, footings, tennis and basketball courts, demolition, hazardous material abatement, grinding, coating and striping. Construction of masonry and concrete retaining and property line walls. Design, engineering, permitting and all associated construction documents may be required.

### **3) Grading**

Grading of parking lots, building pads, open turf areas, baseball, softball, football and soccer fields including but not limited to removal and replacement of infields, outfields and topsoil, drainage improvements, hazardous material abatement and to bring fields into compliance with the Americans with Disabilities Act. Contractor will provide California Licensed Surveyor when required to provide topography and property line surveys to establish grades as identified in construction documents. Contractor shall also be prepared to secure and construct associated baseball, softball and soccer field amenities such as but not limited to nets, fencing (perimeter, foul line, dugouts, outfield and backstops), goals, batting cages, bleachers and scoreboards.

### **4) New Park Construction:**

Construction and/or retrofit of new or existing parks. Work shall include but not be limited to demolition, hazardous material abatement, grading, plumbing, electrical, concrete/ masonry, asphalt, fencing/ gates (chain-link, tubular, wrought iron and/or wire fencing), masonry walls, playground equipment purchase/ installation, rubberized surfacing purchase/ installation, irrigation and landscaping, park/ pathway/ parking lot lighting.

## **EXPEDITED AWARD AND EXECUTION OF CONTRACT**

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

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

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

**Request for Qualifications:**

**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

- It is the intention of the Board to award this contract as expeditiously as possible. The successful Respondent must submit acceptable bonds, insurance, and any other required contract documents within five (5) working days after award of any as-needed contract by RAP. The Board expects to execute an as-needed contract within two (2) working days after approval of the required insurance documents and the notice of award is issued. This point does not seem to flow properly. You don't give enough time for this process to occur. Please redraft.
- The contract time is to begin on the day the Contract is awarded by the Board of Recreation and Park Commissioners. Until such Notice to Proceed is issued, any work commenced or materials purchased will be at the contractor's own risk, without necessary approvals, and the City will bear no liability therefore. (Note: The time allotted for completion of construction begins on the actual date a notice to proceed is received by Contractor.)
- Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board.

**RAP CONTACT FOR INFORMATION AND ASSISTANCE**

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

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

Phone: 213-202-2678  
Fax # 213-202-2612 (Cover sheet Required)  
E-mail: jimmy.newsom@lacity.org

**MANDATORY PRE-QUALIFICATION MEETING**

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

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

**SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

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

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

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

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

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

### **REVIEW OF RESPONSES**

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

### **REJECTION OF RESPONSES/RE-ISSUANCE OF RFQ**

The Board reserves the right to reject any or all Responses and to waive any irregularities or informalities in any Response and to make awards in the interest of the City. Furthermore, the Board reserves the right to re-issue the RFQ if an insufficient number of responsive proposals are received.

### **RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES**

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

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

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

In the notice, the Respondent:

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

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

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

## **RFQ SUBMITTAL ITEMS**

Respondents must submit **two (2)** complete RFQ Responses. Each original Response must include the RFQ document, with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope addressed to the Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa St., Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFQ submittal date designated on Page 5 of this RFQ: "License Requirements/Important Dates". (Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED.** City staff will then review the RFQ's and **MAY** make recommendations to the Board of Recreation and Park Commissioners (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. **NO** Facsimile, telegraphic or telephonic Responses or telegraphic modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above.

## **USE OF CITY-ISSUED FORMS**

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

## **AFFIRMATIVE ACTION PLAN**

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

## **SIGNATORIES AND SIGNATURE BLOCKS**

Respondents must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with bid may render the Response non-responsive):

If the Respondent is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent

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may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

**LICENSE INFORMATION**

Respondent shall provide on page 5 of this RFQ the number of his/her qualifying professional license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

**AFFIDAVIT OF NON-COLLUSION**

Each Response must have thereon, or attached thereto, the Non-Collusion Affidavit verifying that such Response is genuine, and not sham or collusive, or made in the interest or on behalf of any person not therein named; and that the Respondent has not directly, or indirectly, induced or solicited any other Respondent to put in a sham Response, or any other person, firm or corporation to refrain from Responding; and that the Respondent has not in any manner sought, by collusion, to secure for himself an advantage over any other Respondents. Any Response not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the Respondent is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any Respondent making a false affidavit may be excluded from future bidding. These terms and conditions shall apply to the full three (3) year term of this contract.

**LIVING WAGE ORDINANCE/SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to the Living Wage Ordinance and Service Contractor Worker Retention Ordinance for further information regarding the City's requirements.

Bidders/Proposers who believe that they meet the qualifications for one (1) of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix. (LWO/SCWRO RFQ/RFQ/RFQ Language, Rev. 08/12)

**LOS ANGELES MUNICIPAL LOBBYING ORDINANCE AND FORMS**

In accordance with Section 48.09(H)(1) of the Municipal Lobbying Ordinance: "Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection."

The Bidder Certification CEC Form 50 is the aforementioned certification form prescribed by the City Ethics Commission. In addition to CEC Form 50, CEC Form 55 (Prohibited Contributors form) must be submitted.

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BY RFQ SUBMITTAL DEADLINE.**

**Request for Qualifications:**

**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

Respondents must download and complete both fillable forms and include the requisite two (2) originals of each form in Response to this RFQ.

Please refer to the [Los Angeles Municipal Lobbying Ordinance](#) for information regarding the City's requirements.

For the CEC forms, please refer to the Table of Contents and under "Forms and Attachments", click on the links to the CEC forms; the appropriate forms must be submitted with the Response.

### **EQUAL BENEFITS ORDINANCE AND FORMS**

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

All Bidders/Proposers/Respondents shall complete and upload the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract, the value of which exceeds Five Thousand Dollars (\$5,000.00). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers/Respondents do not need to submit supporting documentation with their bids, proposals or Responses. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Please refer to the [Equal Benefits Ordinance](#) for information regarding the City's requirements. Bidders/Proposers/Respondents seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **PROTEST PROCEDURES**

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

It is the policy of the Board that:

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

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

OR

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

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

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

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

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BY RFQ SUBMITTAL DEADLINE.**

**RESPONDER QUALIFICATIONS/ EVALUATION SHEET**

This is a pre-qualified contract. RAP may recommend multiple pre-qualified Responders for this contract. All pre-qualified Responders will compete for projects issued by RAP on an as-needed base.

Responders will be evaluated based on the answers provided on the following questions. Responders must meet the minimum requirements in-order to be qualified. The award of this contract will be based on the Responder's qualifications. Please use FORM I (Project Qualification Form) to submit your qualifications. Please print additional sheets if needed.

Responders must meet one (1) of four (4) minimum requirements in order to qualify for this contract:

Responders will be required to provide evidence of their qualifications and must meet 1 of 4 minimum requirements listed below. If Responders cannot provide acceptable proof of qualifications, their response will be considered non-responsive. If Responders meets at least one (1) of these requirements, they may be awarded a contract. Responders must select which portion of the contract they qualify for. If responders qualify for all portions of this contract, responders must check the appropriate boxes and provide the requested evidence of qualifications for each. All projects submitted for qualification by Responders must have performed 75% of all work submitted and the work must have been performed under a California Contractor's License "A" (General Engineering Contractor) or applicable "C" License in good standing. All work qualifications submitted must have been performed to the governmental agency's satisfaction or project/s submitted will be deem dis-qualified. If any information is omitted from Form C, it may be deemed non-responsive.

**1) Asphalt Paving: All Responders must meet the following qualifications:**

Check this box if you qualify for Asphalt Paving and have provided evidence of your qualifications on Form C only.

Qualified Responders must have a minimum of 10 years of asphalt paving experience working with governmental agencies (Municipal, State and/or Federal), performing asphalt paving projects with the following requirements:

- A. Provide at list of project where the total amount of asphalt paved met or exceeded 75,000 tons. All projects submitted must have been performed from April 1, 2010 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal) and work submitted must have been performed to the governmental agency's satisfaction.  
Please note all projects must be submitted on Form C and all information required on this form must be submitted complete.

**2) Flatwork Concrete: All Responders must meet the following qualifications:**

Check this box if you qualify for Flatwork Concrete and have provided evidence of your qualifications on Form C only.

Qualified Responders must have a minimum of 10 years of flatwork concrete experience working with governmental agencies (Municipal, State and/or Federal), performing flatwork concrete projects with the following requirements:

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**Request for Qualifications:**  
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Cont.....

- A. Provide a list of projects where the total volume of concrete placed was at least 20,000 Cubic Yards (CY). All projects provided must have been performed from April 1, 2010 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal) and work submitted must have been performed to the governmental agency's satisfaction.

**3) Grading: All Responders must meet the following qualifications:**

Check this box if you qualify for *Grading* and have provided evidence of your qualifications on Form C only.

Qualified Responders must have a minimum of 10 years of soil grading activities for governmental agencies (Municipal, State and/or Federal) and work submitted must have been performed to the governmental agency's satisfaction. Qualified Responders must provide the following:

- A. Provide a list of projects where the total graded areas was at least 100 acres. All projects submitted must have been performed from April 1, 2010 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal). Each project submitted for qualifications must have all of the following components:
- i. Soil Compaction
  - ii. Drainage System/s

**4) New Park Construction: All Responders must meet the following qualifications:**

Check this box if you qualify for *New Park Construction* and have provided evidence of your qualifications on Form C.

Qualified Responders must have a minimum of 5 years of experience constructing parks for governmental agencies (Municipal, State and/or Federal). Qualified Responders must provide the following:

- B. Provide at least ten (10) new park construction projects. All projects submitted must have been performed from March 1, 2008 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal) and work submitted must have been performed to the governmental agency's satisfaction. Each project submitted for qualifications must have all of the following components:
- i. Playground and/or outdoor fitness equipment
  - ii. Block wall and/or fencing
  - iii. Pathways (Concrete, Asphalt, Decomposed Granite and/or Pavers)
  - iv. Irrigation and Landscape

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

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

**CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS**

**MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS**

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

**PREVAILING WAGES**

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

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

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

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM (CONSTRUCTION)**

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

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers/Respondents shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Bidders/Proposers/Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit. Additionally, Bidders/Proposers/Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13,

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

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applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

Bidders/Proposers/Respondents shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Bidders/Proposers/Respondents opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN: [www.labavn.org](http://www.labavn.org).

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

### **BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondent will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondent's BIP outreach documentation, as described in Exhibit C (Pages 67-81) you need to verify the correct pages), Business Inclusion Program, of this RFQ. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Respondent must refer to Exhibit C, Business Inclusion Program of this RFQ for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A Respondent's failure to utilize and complete their BIP Outreach as described in Exhibit C may result in their proposal being deemed non-responsive.

### **SLAVERY DISCLOSURE ORDINANCE**

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

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

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

Note: Please see Exhibit D, (Page 82) for The Slavery Disclosure Ordinance Request for Exemption Form.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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## PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

### Contractor Responsibility Ordinance

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire (Exhibit E, Page 83-93), see attachment file for Questionnaire) included in the Exhibit Section. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

(CRO RFQ Language – rev 7/1/03)

### ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the ordinance, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

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

(CRO Contract Language (Rev. 10/01/01))

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## CHILD CARE POLICIES

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

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

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

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

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

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

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

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part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

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

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

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

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

#### **IRAN CONTRACTING ACT OF 2010**

**Iran Contracting Act of 2010:** In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit Form “H”, the “Iran Contracting Act of 2010 Compliance Affidavit” on page 102 of this RFQ.

#### **INSURANCE**

Submission of insurance forms must be submitted within five (5) working days after bid award of each as-needed project.

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**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Page 94, Form A, number ACCORD 25 2001/08) included in the back of this RFQ package. Please see the Insurance Requirement on Pages 24-25 and Form A on page 94 for required insurance minimum insurance limits.
2. **When to submit** normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificate must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

**Acceptable Alternatives to Insurance Industry Certificates of Insurance:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to ninety (90) days from date of approval.

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Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability insurance.

Completed **Insurance Industry Certificates of Insurance** must be electronically submitted to TRACT4LA, (<http://track4la.lacity.org>). It is your responsibility to ensure that the insurance submissions are accepted and approved by the CAO, Risk Management Insurance and Bonds Section. If you any have problems with TRACT4LA insurance submission and approval, please call (213) 978-7475 or (213) 978- RISK for assistance. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

4. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>. If your policy number changes, you must submit a new Additional Insured Endorsement.
5. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration. Please see Form Bin the back of this bid document.
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555. Please see Form A in the back of this bid document.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement. Please see Form A in the back of this bid document.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT. For a

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copy of the City's required Workers' Compensation Form A in the back of this bid document.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the Bond Assistance Program Los Angeles at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

### **PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the City may proceed against Contractor immediately upon default in the performance of the Contract as defined in the agreement. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

Additionally, if a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Submit proof of Performance Bonds to:

City of Los Angeles Department of Recreation and Parks  
Jim Newsom, Contract Administrator  
221 North Figueroa St., Suite 200  
Los Angeles, California, 90012

### **OFFICE OF CONTRACT COMPLIANCE FORMS**

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

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

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

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The above forms shall be submitted to:

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

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

### **CONTRACTOR PARTICIPATION**

The Prime Contractor shall perform 100% of the total project awarded as it relates to sewer tie repairs, retrofit and/or new installations, unless otherwise authorized by the Contract Administrator. Subcontracting may be allowed on a case by case basis.

### **COMMENCEMENT AND COMPLETION OF WORK**

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

### **SAFETY ORDERS**

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

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

### **CALIFORNIA STATE BILL (SB) 854**

SB 854 took effect in the beginning 2015. All Responders responding to this RFQ must be in compliance with SB 854. Among other requirements of this law, all Responders, Contractors and Sub-contractors bidding on public works projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All Responders, Contractors and Sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If awarded Contractor and/or Sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation. More information on SB 854 can be found at the following website: <http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

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## **SECURITY GUARD SERVICES**

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

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

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

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

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

### **Presentation of Documents:**

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

## **SELF-ACCRUAL OF USE TAX PROGRAM**

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

***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR PARK FACILITY CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS.***

**These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.**

**ARTICLE 1**

**SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

**ARTICLE 2**

**SPECIFICATIONS**

**PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

**ARTICLE 3**

**LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

**ARTICLE 4**

**MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

**ARTICLE 5**

**NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the

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

CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

**ARTICLE 6**

**ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

**ARTICLE 7**

**DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

**ARTICLE 8**

**LICENSES AND PERMITS**

A valid California Contractor's License "A" (General Engineering Contractor) and/or applicable "C" License is required at all times, in order to be in compliance with the contracts terms and conditions.

**ARTICLE 9**

**TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

**ARTICLE 10**

**CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Five Million Dollars (\$5,000,000.00). The contract amount is an estimate, and the Department does not guarantee that the contract maximum amount will be reached. The construction services that the Department is requesting shall be on an as-needed basis; the Department, 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 Department, as provided in the Standard Provisions for City Contracts.

**ARTICLE 11**

**TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

**ARTICLE 12**

**SUBCONTRACT APPROVAL**

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

**12.1 SUBLETTING AND SUBCONTRACTORS**

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

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

**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

1. All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  - A. For the purpose of Subcontractor approval and/or substitution, the Department's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by the Department to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
  - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by the Department for a reduction in the subcontract dollar amount.
  - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
5. All requests for approval of Subcontractors must contain the following information:
  - A. Project Name
  - B. Project Work Order Number
  - C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed

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

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**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
7. Failure to obtain approval of the Department in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousands (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of the Department acting on behalf of the Board of Recreation and Parks. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from the Department for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (½) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
  - A. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

## **12.2 SUBSTITUTION**

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

1. When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
2. When the listed Subcontractor becomes bankrupt or insolvent.
3. When the listed Subcontractor fails or refuses to perform its subcontract.
4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
5. When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
6. When the Engineer determines that the work being performed by the listed Subcontractor is substantially

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.

7. When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
8. When the sub-contractor is not registered with the Department of Industrial Relations., per State Bill 854 of 2014, Labor Code 1725.5 et al.:

"1771.1(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor"

"In addition, SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### **12.3 ASSIGNMENT**

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of the RAP.

### **12.4 PENALTIES**

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.

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

2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

#### **12.5 SUBMITTAL**

Before commencing any work, the Contractor shall submit to the Department for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

### **ARTICLE 13**

#### **PRIOR NOTICE OF IMPENDING LABOR DISPUTE**

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

### **ARTICLE 14**

#### **PERFORMANCE BOND**

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

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#### **14.1 PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after

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**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

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

**ARTICLE 15**  
**WARRANTY**

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

**ARTICLE 16**  
**PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17**  
**REPRESENTATIVES FOR THE PARTIES**  
**CONTRACTOR'S REPRESENTATIVE**

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

Person to contact for Construction Services:

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**CITY'S REPRESENTATIVE**  
**Jim Newsom**  
**Department of Recreation and Parks**  
**Contracts, Finance Division**  
**221 North Figueroa St., 2<sup>nd</sup> Floor**  
**Los Angeles, California, 90012**  
**Phone: 213-202-2678**  
**Fax # 213-202-2612 (Coversheet Required)**  
**E-mail: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)**

**ARTICLE 18**  
**CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

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

**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

**ARTICLE 19**

**INDEPENDENT CONTRACTORS**

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

**ARTICLE 20**

**OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

**ARTICLE 21**

**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause. Requirements are defined on Page 58 and are included herein by reference.

**ARTICLE 22**

**SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

**ARTICLE 23**

**FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**ARTICLE 24**

**SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

**ARTICLE 25**

**GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

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

## ARTICLE 26

### **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

## ARTICLE 27

### **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA™ at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

#### **27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

#### **27.2 Insurance**

##### **27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto on Page 122 (Form Gen. 146IR\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 64- 65) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

**ARTICLE 28**

**CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement that is attached hereto as Form D (Page 198) and incorporated herein by this reference.

**ARTICLE 29**

**CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached to hereto as Form E (Page 127) (Check your page number) and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**ARTICLE 30**

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE**

**“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”**

A. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

1. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
2. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

- a. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
  - b. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
3. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  4. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  5. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation, which is included in Exhibit A and made a part hereof, in a conspicuous place.
  6. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  7. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

**D. Earned Income Tax Credit**

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

**Grant Funded Applications**

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37 et seq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

**ARTICLE 31**

**AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto as FORM F (Page 128) (Check Page number) and incorporated herein by this reference.

**ARTICLE 32**

**EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on Page 53 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

**ARTICLE 33**

**CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

**ARTICLE 34**

**CLEAN AIR/CLEAN WATER**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h) section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**ARTICLE 35**

**ORDER OF PRECEDENCE**

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- Addenda, change orders, supplemental instructions and approved contract revisions
- The Contract Specifications
- General Standard Specifications for Public Works Constructions
- CONTRACTOR's bid
- Referenced Specification
- Federal and State Requirements

**ARTICLE 36**

**SAFETY REQUIREMENTS**

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

**ARTICLE 37**

**ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**ARTICLE 38**

**PREVAILING WAGES**

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

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

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

**ARTICLE 39**

**CALIFORNIA STATE BILL (SB) 854**

SB 854 took effect in beginning 2015. All contractors and sub-contractors bidding on any public works projects must be in compliance with SB 854. Among other requirements of this law, all contractors and sub-contractors bidding on public works projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All contractors and sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If contractor and/or sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation.

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

**Request for Qualifications:  
Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**

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

## **OUT-OF-STATE BIDDERS**

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

Permit Number: \_\_\_\_\_

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

No Permit Number: [ ] \_\_\_\_\_

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

## LOS ANGELES RESIDENCE INFORMATION

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

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

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

II. Total Number of Employees in the Organization: \_\_\_\_\_

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

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

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

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

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

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

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

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET**  
**CONTRACTORS MUST USE THIS FORM**

Respondents are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_

Awarding Agency Project Liaison \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_

Awarding Agency Project Liaison \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_

Awarding Agency Project Liaison \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**  
**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_

Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

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



## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
- 3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) Employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Seventy-One Thousand, Eight Hundred Seventy Dollars (\$471,870.00) (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
- (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

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

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

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

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

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

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the Office of Contract Compliance web site at [www.lacity.org/bca](http://www.lacity.org/bca).

## REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

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

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

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

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

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

---

Contractor or Name of Company

---

By: (Signature)

---

Date

## **EQUAL BENEFITS ORDINANCE**

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

All Bidders/Proposers/ Respondents shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract, the value of which exceeds Five Thousand Dollars (\$5,000.00). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers/ Respondents do not need to submit supporting documentation with their bids, proposals or Responses. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND  
AFFIRMATIVE ACTION PROGRAM  
(CONSTRUCTION)**

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

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers/RESPONDENTs shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/RESPONDENTs shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Bidders/Proposers/RESPONDENTs are required to complete item #17 on page 6 of the City of Los Angeles Affirmative Action Plan Affidavit. Additionally, Bidders/Proposers/RESPONDENTs must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

Bidders/Proposers/ Respondents shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Bidders/Proposers/RESPONDENTs opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. [www.labavn.org](http://www.labavn.org)

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

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

## CITY OF LOS ANGELES

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

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

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

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

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

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

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

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

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

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

**Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

\_\_\_\_\_  
 COMPANY NAME

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY, COUNTY, STATE, ZIP

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

\_\_\_\_\_  
 NAME AND TITLE (TYPE OR PRINT)

\_\_\_\_\_  
 TELEPHONE-MAIL

**CONTRACTOR DECLARATION**

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

**Requirements For Construction Contractors ONLY**

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an Anticipated Employment Utilization Report (AEUR) with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER	TITLE
E-MAIL	PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this \_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_, at \_\_\_\_\_ (CITY) (STATE)

\_\_\_\_\_  
 COMPANY NAME TELEPHONE E-MAIL

\_\_\_\_\_  
 AUTHORIZED SIGNATURE ADDRESS

\_\_\_\_\_  
 NAME AND TITLE (TYPE OR PRINT) CITY, COUNTY, STATE, ZIP

# EXHIBITS A – E INDEX

**EXHIBIT A**

LW-10

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

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

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

<b>CONTRACTOR INFORMATION:</b>	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No. If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
<b>NON-COVERAGE INFORMATION:</b>	
<b>TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS</b>	
<b>REQUEST FOR NON-COVERAGE DETERMINATION</b>	<b>SUPPORTING DOCUMENTATION REQUIRED</b>
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
<b>EXEMPTION INFORMATION:</b>	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
<b>TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY</b>	
<b>EXEMPTION</b>	<b>SUPPORTING DOCUMENTATION REQUIRED</b>
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
<b>TO BE REQUESTED BY CONTRACTORS ONLY</b>	
<b>EXEMPTION</b>	<b>SUPPORTING DOCUMENTATION REQUIRED</b>
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Date _____
Phone # _____	
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
<b>AWARDDING DEPARTMENT USE ONLY:</b>	
Dept: _____	Contract #: _____
Dept Contact: _____	Contact Phone: _____
<b>OCC USE ONLY:</b>	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

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

**LWO -DEPARTMENTAL EXEMPTION APPLICATION**  
**EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL**

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

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

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

**EXEMPTION INFORMATION:**

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

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

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

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

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

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

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

**EXHIBIT B**



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 123  
(213) 978-1550

***Bidder Certification  
CEC Form 50***

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

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

<b>Bid/Contract/BAYN Number:</b>	<b>Awarding Authority (Department):</b>
----------------------------------	---

<b>Name of Bidder:</b>	<b>Phone:</b>
------------------------	---------------

**Address:**

**Email:**

**CERTIFICATION**

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

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

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

**Los Angeles Administrative Code § 10.40.1(h)**

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

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

**Los Angeles Administrative Code § 10.37.1(i)**

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

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



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 973-1960

## Prohibited Contributors (Bidders) CEC Form 55

*This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.*

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

**Bid/Contract/BAVN Number** (or other identifying information if no number): \_\_\_\_\_

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

**Description of Contract:**  
 \_\_\_\_\_

**Awarding Authority (Department):**  
 \_\_\_\_\_

**BIDDER**

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

Address: \_\_\_\_\_

Email (optional): \_\_\_\_\_ Phone: \_\_\_\_\_

State Contractor ID: \_\_\_\_\_

*State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".*

**PRINCIPALS**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.       Bidder is an individual and no other principals exist.

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## **Prohibited Contributors (Bidders)** **CEC Form 55**

### **SUBCONTRACTORS**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

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



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Prohibited Contributors (Bidders) CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_  
Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.  Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

### CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

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

**EXHIBIT C – BUSINESS INCLUSION PROGRAM (BIP)**

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

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

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

The Department of Recreation and Park's anticipated levels of

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

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the Department of Recreation and Park at 213-202-2678 and/or 818-756-9406.

**SUMMARY**

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

**A.GENERAL**

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

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

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenues does not exceed Seven Million Dollars (\$7,000,000.00).
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00).
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one (1) or more disabled veterans.
5. **Other Business Enterprise (OBE):** For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. **Minority person:** For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. **Disabled Veteran:** For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least ten percent (10%) or more, and the veteran must reside in California.
8. **Certification must be current on the date the task work order for the project is assigned if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.**

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

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

1. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 South Broadway Street, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>
2. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA95814  
Telephone (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
3. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
4. Southern California Minority Business Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA90017  
Telephone: (213)689-6960 Fax: (213) 689-1707  
Internet address: [www.scmbdc.org](http://www.scmbdc.org)

9. **Business Inclusion Program Outreach Documentation:** The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. **Subcontract:** For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. **Subconsultant:** An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

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

**Request for Qualifications:**

**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

12. **Vendor and/or supplier:** A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. **Broker:** A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
  - e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
  - f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
  - g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a sub-consultant by a Joint Venture respondent.
  - h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

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

**A. BIP OUTREACH DOCUMENTATION**

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

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

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Jim Newsom from the Department of Recreation and Parks at [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m., Monday-Friday), call The Department of Recreation and Parks at 213-202-2678.

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

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

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

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

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

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

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

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

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

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

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

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

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

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

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

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

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

<b>5</b>	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The proposer provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

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

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

<b>6</b>	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated

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

to the subcontractor using BAVN.

**Required Documentation:**

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

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

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFQ response being deemed non-responsive.

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

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

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

**Note:** At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information

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**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

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

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

**D. AWARD OF CONTRACT**

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

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

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential sub-consultants, the following shall apply for the purpose of this program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all sub-consultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority or its designee for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the sub-consultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultant Substitution:** The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:

1. Name of company contacted; contact person and telephone number; date and time of contact.
  2. Response for each item of work which was solicited, including dollar amounts.
  - 3 Reason for selection or rejection of sub-bid prospect.
  - 4 In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Awarding Authority for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
- b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

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

**G. SUBMITTAL DOCUMENTS**

**1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultants (Schedule A)**

Proposers shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided here in as Schedule A. The proposer shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific bid. This list is considered the proposers list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the proposer will list multiple potential subconsultants for each specific area of work. Proposers are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the proposer has either a desire to update their Schedule

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

A or a need to solicit subconsultants that are not on the Schedule A, the proposer will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitution" of this document.

2. Task Work Order List of Sub-consultants (Schedule B)

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

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

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

4. Final Subconsulting Report (Schedule D)

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

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

**Schedule A**

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

Name of Consultant/Contractor: \_\_\_\_\_

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to (a specific project/individual Task Work Orders) under the *Request for Qualifications, Environmental Health and Safety Services*.

\_\_\_\_\_  
 Signature of Person Completing this Form

\_\_\_\_\_  
 Printed Name of Person Completing this Form

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**MUST BE SUBMITTED WITH BID**

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

**SCHEDULE B**  
**TASK WORK ORDER LIST OF SUBCONSULTANTS**  
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>	<b>Work Order Number</b>
----------------------	--------------------------

<b>Contractor</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

<b>LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)</b>				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

<b>PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION</b>			<div style="text-align: center; margin-bottom: 20px;">                     _____                      Signature of Person Completing this Form                 </div> <div style="text-align: center; margin-bottom: 20px;">                     _____                      Printed Name of Person Completing this Form                 </div> <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Title</span> <span>Date</span> </div>
	DOLLARS	PERCENT	
<b>TOTAL MBE AMOUNT</b>	\$	%	
<b>TOTAL WBE AMOUNT</b>	\$	%	
<b>TOTAL SBE AMOUNT</b>	\$	%	
<b>TOTAL EBE AMOUNT</b>	\$	%	
<b>TOTAL DVBE AMOUNT</b>	\$	%	
<b>TOTAL OBE AMOUNT</b>	\$	%	
<b>BASE BID AMOUNT</b>	\$		

**MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED**

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

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

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	DOLLARS	PERCENT	
<b>TOTAL MBE PARTICIPATION</b>	\$	%	_____
<b>TOTAL WBE PARTICIPATION</b>	\$	%	<b>Printed Name of Person Completing this Form:</b> _____
<b>TOTAL SBE PARTICIPATION</b>	\$	%	_____
<b>TOTAL EBE PARTICIPATION</b>	\$	%	<b>Title:</b> _____ <b>Date:</b> _____
<b>TOTAL DVBE PARTICIPATION</b>	\$	%	_____
<b>TOTAL OBE PARTICIPATION</b>	\$	%	

**MUST BE SUBMITTED WITH EACH INVOICE**

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

## SCHEDULE D FINAL SUBCONTRACTING REPORT

Project Title		Contract No.	
Company Name		Address	
Contact Person		Phone	

Name, Address, Telephone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form      Printed Name      Title      Date

**SUBMIT WITHIN 15 DAYS OF TASK WORK ORDER COMPLETION**

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

## EXHIBIT D – SDO EXEMPTION

### SDO EXEMPTION

**CITY OF LOS ANGELES**  
Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2777

#### SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

**Section 1: Awarding Department**

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

**Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:
Company Address:	
City:	State:                      Zip:
Purpose:	BAVN Contract ID:
Start Date:	End Date:                      Amount:

**Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved: _____	Not Approved. (See attached memorandum.)
OCC Analyst: _____	Date: _____

**THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

**EXHIBIT E**  
**CITY OF LOS ANGELES**  
**PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE FORM**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority. The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

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

---

Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract

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

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





**B. BUSINESS ORGANIZATION/STRUCTURE**

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

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_  
VicePresident: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

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

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

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

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

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

**Sole Proprietorship:** Date started:     /     /

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

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

**Joint Venture:**     Date formed:     /     /

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

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

Responsibility Questionnaire (Rev. 1/25/12)

**C. OWNERSHIP AND NAME CHANGES**

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

**The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.**

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Responsibility Questionnaire (Rev. 1/25/12)

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**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

If **Yes**, explain the circumstances on Attachment B.

**E. INSURANCE**

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

Yes  No

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

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

- Workers' Compensation Insurance Policy Currently in Effect**
- Legally Self-Insured**
- No Workers' Compensation Policy Currently in Effect**

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

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

YR. 1: \_\_\_\_\_ EMR-1: \_\_\_\_\_ YR 2: \_\_\_\_\_ EMR-2: \_\_\_\_\_ YR. 3: \_\_\_\_\_ EMR-3: \_\_\_\_\_

11. Within the past five years, has your firm ever had employees but was without Workers' Compensation insurance or state approved self-insurance?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance. If **No**, attach a statement from your Workers' Compensation insurance provider that you have been continuously insured for the past five years.

Responsibility Questionnaire (Rev. 1/25/12)

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

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.

13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes  No

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

14. List on Attachment B, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

\*\*\*\*\*  Check the box if you have not had any similar contracts in the last five years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes  No

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

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes  No

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

17. In the past five years, has your firm been debarred or determined to be a non-responsible Bidder or contractor?

Yes  No

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

**G. DISPUTES**

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?

Yes  No

Responsibility Questionnaire (Rev. 1/25/12)

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

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

Yes  No

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

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

Yes  No

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

#### **H. COMPLIANCE**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

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

Responsibility Questionnaire (Rev. 1/25/12)

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

**I. BUSINESS INTEGRITY**

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

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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

**CERTIFICATION UNDER PENALTY OF PERJURY**

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

---

Print Name, Title

Signature

Date

Responsibility Questionnaire (Rev. 1/25/12)

**ATTACHMENT A FOR SECTIONS A THROUGH C**

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

**Page** \_\_\_\_\_

**Request for Qualifications:**

**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

**ATTACHMENT B FOR SECTIONS D THROUGH I**

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

Page \_\_\_\_\_

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

Responsibility Questionnaire (Rev. 1/25/12)

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

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

**FEDERAL ENTITIES**

**Federal Department of Labor**

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

**Federal Department of Justice**

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

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

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

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

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

**STATE ENTITIES**

**California's Department of Industrial Relations**

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

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

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

**California Department of Consumer Affairs**

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

**California's Department of Justice**

**LOCAL ENTITIES**

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

**OTHERS**

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

Responsibility Questionnaire (Rev. 1/25/12)

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

# **FORM A – I INDEX**

Park Facility Construction, Retrofit, Maintenance, and/or Repairs

Required Insurance and Minimum Limits

Name: Park Facility Construction RFQ

Date: 02/23/2016

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)
WC Statutory
EL \$1,000,000
Waiver of Subrogation in favor of City
Longshore & Harbor Workers
Jones Act

General Liability
Products/Completed Operations
Fire Legal Liability
Sexual Misconduct

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions)
Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)
All Risk Coverage
Flood
Earthquake
Boiler and Machinery
Builder's Risk

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price
Crime Insurance

Other:

**Request for Qualifications:  
Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

## FORM B



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b>  <b>INSURED</b>	<p><b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A:													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTRUMENT NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">WC STATUTORY LIMITS</td> <td style="width:50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

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

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

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

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## FORM C

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

It is hereby RESOLVED that:

Name and Address of Organization:
-----------------------------------

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

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

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

**Declaration**

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(City)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
--------------------	---

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

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

Business Name	Telephone No.
Business Address	
Signature	Title

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

**Part One** YES  NO   
**DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?**  
 If YES, please attach a copy

**Part Two** YES  NO   
**DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?**  
 If YES, please check which from(s) of assistance

Level I Assistance		
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance		
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance		
Flexible work hours Flex-place work-at-home	<input type="checkbox"/>	<input type="checkbox"/>

Paid parental  
Child care referr  
Pe

**I HAVE READ AND COMPLETED:**

---

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

Do not write in this space	
Date Filed:	Expiration Date:

50-184 (11/89)

**FORM E**  
**City of Los Angeles**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

**This document must be returned with the Proposal/Bid/ Response**

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

**Request for Qualifications:**  
**Park Facility Construction, Retrofit, Maintenance, and/or Repairs**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

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

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

\_\_\_\_\_  
City/County/State Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

\_\_\_\_\_  
Signature of Authorized Officer or Representative Print Name

\_\_\_\_\_  
Title Telephone Number

**FORM F**

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

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

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

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

CONTRACTOR: \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

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

**FORM G**  
**NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_

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

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

is of \_\_\_\_\_ (Name of firm  
/ business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month / Year)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Date)

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

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

Park Facility Construction, Retrofit, Maintenance, and/or Repairs

**FORM H**  
**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

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

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

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

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

**OPTION #1: CERTIFICATION**

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

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

**OPTION #2: EXEMPTION**

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

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

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

**FORM I**  
**PROJECT QUALIFICATION FORM**

**Prior to filling out this sheet, please refer to page 18-19 of this RFQ document for instructions.**

**Project Type: (i.e. Asphalt, Concrete, Grading or New Park Construction):**

\_\_\_\_\_

**Project Address/Location:** \_\_\_\_\_

**Customer Contact Name:** \_\_\_\_\_

**Customer Contact Phone #:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Project Start Date:** \_\_\_\_\_

**Project Completion Date:** \_\_\_\_\_

**Project Summary:**

\_\_\_\_\_  
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**Please print out additional Project Qualification Forms (Form I) as necessary**

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



REPORT OF GENERAL MANAGER

NO. 16-087

DATE April 06, 2016

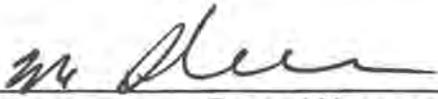
C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GENERAL PARK BUILDING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS – REQUEST FOR QUALIFICATIONS (RFQ)

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

K. Regan \_\_\_\_\_  
\* N. Williams NDW

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the Request for Qualifications (RFQ) for General Park Building Construction, Retrofit, Maintenance and/or Repairs, for a three (3) year contract, substantially in the form on file in the Board Office, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFQ to the City Attorney for approval as to form; and,
3. Authorize staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form.

SUMMARY:

The Department of Recreation of Parks (RAP) is in need of General Park Building Construction services, which current staffing can provide only on a limited basis. Therefore, one or more General Park Building Construction contracts are required. RAP does not have current contracts in place to perform General Park Building Construction services that will help supplement our current City forces. With over four hundred fifty (450) park locations under the jurisdiction of RAP, General Park Building Construction contracts are critical to maintaining and expanding our current park facility infrastructures.

These contracts will provide RAP with additional resources to perform General Park Building Construction services to help supplement current City forces. In addition, these contracts will provide RAP's Planning, Construction and Maintenance Branch a tool to meet current and future General Park Building Construction projects.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 16-087

Staff has developed and is now ready to release, at the direction of the Board, a RFQ, which will be advertised on RAP's website and posted on the Los Angeles Business Assistance Virtual Network (BAVN). The Planning, Construction and Maintenance Branch oversees RAP's construction and maintenance projects and has reviewed the RFQ and provided input.

A pre-bid conference will be held approximately two weeks after the release of the RFQ in order to provide potential bidders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program as required by Executive Directive No. 14, and the Board's policy.

### Evaluation Process

Responses will be evaluated in two (2) levels. Level I will be a review by staff for the minimum qualifications (as stated in the proposed RFQ). The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of this Contract. If a responder's minimum qualification cannot be verified by City Staff, the responder will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all required compliance and submittal documents as required per City Ordinance. Responder must successfully pass Level I before staff will proceed to Levels II.

If responder/s are successful in meeting the City's minimum qualifications requirements, then response evaluation will be based solely on price submitted by responder.

In the interest of maintaining a competitive environment and maximizing the City's contracting options, staff may choose to award a contract to multiple vendors. If multiple vendors are awarded this contract, vendors will have the opportunity to submit a competitive quote for each project issued by RAP's Planning, Construction and Maintenance Branch, within terms of this contract.

The selected Responder/s will be recommended to the Board for a three (3) year contract in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year, per contract, per contractor. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for services will be provided from various resources.

### FISCAL IMPACT STATEMENT:

Releasing the Request for Qualification has no impact to the Department's General Fund.

Report prepared by Jimmy Newsom, Management Analyst II, Finance Division

# REQUEST FOR QUALIFICATIONS



**City of Los Angeles  
Department of Recreation and Parks**

**Figueroa Plaza  
221 North Figueroa St., Suite 300  
Los Angeles, CA 90012**

**GENERAL PARK BUILDING CONSTRUCTION,  
RETROFIT, MAINTENANCE AND/OR REPAIRS**

**Mandatory Pre-Qualification Conference: ??????????**  
**Submission Deadline: ????????**

## **RESPONDENT'S CONTACT INFORMATION**

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

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Contractor's (or Other Professional) License No.:** \_\_\_\_\_

**Business Tax Registration Certificate (BTRC) No.:** \_\_\_\_\_

**CITY OF LOS ANGELES  
REQUEST FOR QUALIFICATIONS**

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

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

**Request for Qualifications:  
General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

**REQUEST FOR QUALIFICATIONS FOR  
GENERAL PARK BUILDING CONSTRUCTION, RETROFIT, MAINTENANCE  
AND/OR REPAIRS  
VARIOUS WORK ORDER NUMBERS**

**ESTIMATED TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:  
FIVE MILLION DOLLAR (\$7,000,000.00) AMOUNT OF CONTRACT  
PER CONTRACTOR, PER CONTRACT.**

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

## LICENSE REQUIREMENTS / IMPORTANT DATES

**MINIMUM LICENSE REQUIREMENTS:**

California Contractor's License "A" (General Engineering Contractor) or "B" (General Building Contractor)

**MANDATORY PRE-QUALIFICATION MEETING:**

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

A **Non Mandatory Technical Review Meeting** will be offered in an effort to assist Responders with any questions or concerns related to completing and complying with all city contract compliance requirements in this RFQ. This meeting will be held on ????????? at 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than ?????????????.

**Two (2) complete RFQ documents** (including addenda), each with original initials/signatures and required forms, attachments and documentation must be submitted.

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

- RFQ for **GENERAL PARK BUILDING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS – RESPONSE ENCLOSED**
- Name and Address of Firm

Responses must be mailed or delivered in person to:

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

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

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

## RESPONDENT'S CHECKLIST

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

ITEM DESCRIPTION	INITIALS
<b>COMPLETED, SIGNED ORIGINALS</b>	
The Response consists of <b>two (2) originals</b> , each set containing original initials and signatures, the complete RFQ document, plus all addenda, with no missing pages, and all required forms and attachments.	
All signatures have been completed in ink.	
The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.	
<b>LICENSE INFORMATION</b>	
Provided evidence of a valid California Contractor's License "A" (General Engineering Contractor) and/or applicable "C" License	
<b>RIGHT TO REJECT RESPONSES</b>	
Respondent acknowledges that the Board of Recreation and Park Commissioners reserves the right to reject any and all Responses and to waive any informality therein.	
<b>EXAMINATION OF RESPONDENT'S QUALIFICATIONS</b>	
Respondent acknowledges that the Department of Recreation and Parks Planning, Construction and Maintenance Branch and/or Finance Division will examine and be the sole evaluator in determining the acceptability of each Respondent's qualifications for this RFQ.	
<b>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS</b>	
Respondent has completed all requests for information and answered all questions.	
<b>SIGNATURE SHEET AND NON COLLUSION AFFIDAVIT</b>	
Respondent has read, signed and submitted the Signature Sheet and Non-Collusion Affidavit.	
<b>RESPONDENT INSTRUCTIONS AND SUBMITTALS</b>	
Respondent has read the "Respondent's Instruction and Submittal" section of this RFQ.	
<b>MUNICIPAL LOBBYING ORDINANCE</b>	
Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance.	
Respondent has submitted completed Bidder Certification (CEC) Forms 50 and 55.	
<b>SPECIFICATIONS AND PROPOSED CONTRACT LANGUAGE TO PROVIDE GENERAL PARK BUILDING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS</b>	
Respondent has read all sections of the "Specifications and proposed As-needed Contract Language".	

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

**Request for Qualifications:**  
**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

<b>ITEM DESCRIPTION</b>	<b>INITIALS</b>
<b>OUT-OF-STATE BIDDERS</b>	
Respondent has submitted a completed "Out-of-State Bidders" Form, if applicable.	
<b>LOS ANGELES RESIDENCE INFORMATION FORM</b>	
Respondent has submitted a completed "Los Angeles Residence Information" Form.	
<b>CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET + KEY EMPLOYEE REFERENCE SHEET</b>	
The required page(s) has/have been completed and submitted.	
<b>INFORMATION RELEASE FORM</b>	
Respondent has read, signed and submitted the "Information Release Form".	
<b>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)</b>	
Respondent reviewed and signed the requirements pertaining to the payment of Living Wages and SCWRO.	
<b>SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)</b>	
Respondent reviewed the SCWRO.	
<b>REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT</b>	
Respondent read and signed the "Reporting Requirements".	
<b>EQUAL BENEFITS ORDINANCE (EBO)</b>	
Respondent reviewed and submitted all required documents related to EBO to the City's Business Assistance Virtual Network (BAVN) system.	
<b>NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM</b>	
The Respondents read and uploaded all appropriate forms from the BCA website.	
<b>BUSINESS INCLUSION PROGRAM (BIP)</b>	
Respondent complied with all BIP requirements on the City's Business Assistance Virtual Network (BAVN) system.	
<b>SLAVERY DISCLOSURE ORDINANCE</b>	
The Respondent reviewed the Slavery Disclosure Ordinance summary, to be uploaded to the City's Business Assistance Virtual Network (BAVN) system after the Response due date.	
<b>CONTRACTOR RESPONSIBILITY QUESTIONNAIRE DOCUMENTATION</b>	
Respondent reviewed and submitted the "Contractor Responsibility Questionnaire".	
<b>CALIFORNIA STATE BILL (SB) 854</b>	
The Responder has read and provided evidence that it meets all SB 854 requirements including current company registration with the Department of Industrial Relations (DIR).	
<b>SECURITY GUARD SERVICES</b>	

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

**Request for Qualifications:**

**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

ITEM DESCRIPTION	INITIALS
<b>INSURANCE</b>	
Respondent received and reviewed the City's INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS	
Respondent received and reviewed the City's Insurance Requirements form and will submit the required type(s) of insurance in the limits noted to <a href="mailto:www.track4la@lacity.org">www.track4la@lacity.org</a> .	
<b>NOTICE TO EMPLOYEES WORKING ON CITY CONTRACTS RE: LIVING WAGE ORDINANCE AND PROHIBITION AGAINST RETALIATION NOTICE</b>	
<b>MUNICIPAL LOBBYING ORDINANCE</b>	
Respondent received and reviewed the requirements and forms.	
<b>BUSINESS INCLUSION PROGRAM (BIP) POLICY AND PROCEDURES</b>	
Respondent complied with all BIP requirements on the City's Business Assistance Virtual Network (BAVN).	
<b>SUBCONTRACTING</b>	
All work subcontracted shall be directly related to the performance of work specified in the RFQ Specification Summary. (Page 85, Schedule D)	
<b>SLAVERY DISCLOSURE ORDINANCE EXEMPTION</b>	
The Respondent reviewed the Slavery Disclosure Ordinance summary, to be uploaded to the City's Business Assistance Virtual Network (BAVN) after the Bid due date?	
<b>CONTRACTORS RESPONSIBILITY QUESTIONNAIRE</b>	
Respondent reviewed and submitted the "Contractor Responsibility Questionnaire"? (Pages 110-120, Exhibit E, see attachment file for Questionnaire.)	
<b>FORMS</b>	
<b>CHILDCARE DECLARATION STATEMENT</b>	
Respondent read the supplementary information and read, signed and submitted the completed form.	
<b>CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS</b>	
Respondent read, signed and submitted the completed form.	
<b>AMERICANS WITH DISABILITIES ACT</b>	
Respondent read, signed and submitted the completed form.	
<b>FORM OF NON-COLLUSION AFFIDAVIT</b>	
Respondent read, signed and submitted the completed form.	
<b>IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT</b>	
Respondent read, signed and submitted the completed form.	

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

**Request for Qualifications:**  
**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

PROJECT QUALIFICATION FORM	
Respondent read, signed and submitted one completed form for each qualifying project.	

**NAME OF RESPONDENT** \_\_\_\_\_

**RESPONDENT'S ADDRESS** \_\_\_\_\_

**STREET** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**A. RESPONDENT'S TELEPHONE NUMBER** \_\_\_\_\_

**B. RESPONDENT'S FAX NUMBER** \_\_\_\_\_

**C. RESPONDENT'S EMAIL ADDRESS** \_\_\_\_\_

**D. BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) #** \_\_\_\_\_

**E. RESPONDENT'S CHECK LIST**

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

**BY:**  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE OR POSITION:** \_\_\_\_\_

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

## **INTRODUCTION**

Firms interested in providing **GENERAL PARK BUILDING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed contracts for individual projects.

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

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

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months or one hundred eighty (180) days after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

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

## **DESCRIPTION OF REQUESTED SERVICES**

*General Park Building Construction* includes but is not limited to:

General Contractors to perform construction and renovation of building structures found in public park facilities such as recreation centers, child care facilities, field restrooms, concession buildings, shade structures, bathhouse buildings, bridges, multi-purpose buildings, field houses and community centers. Contractors may also provide and install pre-fabricated offices, restrooms, concession buildings, storage buildings and field houses. Work will include but is not be limited to demolition, hazardous material survey and abatement, wood framing, masonry walls, concrete walls, footings and slabs, ceramic tile work, stucco, drywall, plastering, structural steel and rigging, toilet room accessories and partitions, cabinetry, painting, millwork, vinyl, ceramic tile, carpet, associated plumbing, electrical and mechanical work, provide design, engineering and permits for existing and new park restrooms in accordance to the Americans with Disabilities Act (ADA), and to bring all other facilities into compliance with ADA.

## **EXPEDITED AWARD AND EXECUTION OF CONTRACT**

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

- It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
- All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.
- It is the intention of the Board to award this contract as expeditiously as possible. The successful Respondent must submit acceptable bonds, insurance, and any other required contract documents within five (5) working days after award of any as-needed contract by RAP. The Board expects to execute an as-needed contract within two (2) working days after approval of the required insurance documents and the notice of award is issued. This point does not seem to flow properly. You don't give enough time for this process to occur. Please redraft.
- The contract time is to begin on the day the Contract is awarded by the Board of Recreation and Park Commissioners. Until such Notice to Proceed is issued, any work commenced or materials purchased will be at the contractor's own risk, without necessary approvals, and the City will bear no liability therefore. (Note: The time allotted for completion of construction begins on the actual date a notice to proceed is received by Contractor.)
- Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board.

## **RAP CONTACT FOR INFORMATION AND ASSISTANCE**

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

Jim Newsom  
Department of Recreation and Parks  
Contracts, Finance Division

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

**Request for Qualifications:**  
**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

221 North Figueroa Street, Suite 200  
Los Angeles, California, 90012

Phone: 213-202-2678  
Fax # 213-202-2612 (Cover sheet Required)  
E-mail: jimmy.newsom@lacity.org

**MANDATORY PRE-QUALIFICATION MEETING**

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

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

**SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

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

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

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

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

**REVIEW OF RESPONSES**

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

**REJECTION OF RESPONSES/RE-ISSUANCE OF RFQ**

The Board reserves the right to reject any or all Responses and to waive any irregularities or informalities in any Response and to make awards in the interest of the City. Furthermore, the Board reserves the right to re-issue the RFQ if an insufficient number of responsive proposals are received.

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

## **RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES**

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

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

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

In the notice, the Respondent:

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

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

## **RFQ SUBMITTAL ITEMS**

Respondents must submit **two (2)** complete RFQ Responses. Each original Response must include the RFQ document, with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope addressed to the Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa St., Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFQ submittal date designated on Page 5 of this RFQ: "License Requirements/Important Dates". (Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED.** City staff will then review the RFQ's and **MAY** make recommendations to the Board of Recreation and Park Commissioners (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. **NO** Facsimile, telegraphic or telephonic Responses or telegraphic modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above.

## **USE OF CITY-ISSUED FORMS**

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

## **AFFIRMATIVE ACTION PLAN**

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

## **SIGNATORIES AND SIGNATURE BLOCKS**

Respondents must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with bid may render the Response non-responsive):

If the Respondent is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent

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may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

**LICENSE INFORMATION**

Respondent shall provide on page 5 of this RFQ the number of his/her qualifying professional license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

**AFFIDAVIT OF NON-COLLUSION**

Each Response must have thereon, or attached thereto, the Non-Collusion Affidavit verifying that such Response is genuine, and not sham or collusive, or made in the interest or on behalf of any person not therein named; and that the Respondent has not directly, or indirectly, induced or solicited any other Respondent to put in a sham Response, or any other person, firm or corporation to refrain from Responding; and that the Respondent has not in any manner sought, by collusion, to secure for himself an advantage over any other Respondents. Any Response not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the Respondent is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any Respondent making a false affidavit may be excluded from future bidding. These terms and conditions shall apply to the full three (3) year term of this contract.

**LIVING WAGE ORDINANCE/SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to the Living Wage Ordinance and Service Contractor Worker Retention Ordinance for further information regarding the City's requirements.

Bidders/Proposers who believe that they meet the qualifications for one (1) of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix. (LWO/SCWRO RFQ/RFQ/RFQ Language, Rev. 08/12)

**LOS ANGELES MUNICIPAL LOBBYING ORDINANCE AND FORMS**

In accordance with Section 48.09(H)(1) of the Municipal Lobbying Ordinance: "Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection."

The Bidder Certification CEC Form 50 is the aforementioned certification form prescribed by the City Ethics Commission. In addition to CEC Form 50, CEC Form 55 (Prohibited Contributors form) must be submitted.

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

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Respondents must download and complete both fillable forms and include the requisite two (2) originals of each form in Response to this RFQ.

Please refer to the Los Angeles Municipal Lobbying Ordinance for information regarding the City's requirements.

For the CEC forms, please refer to the Table of Contents and under "Forms and Attachments", click on the links to the CEC forms; the appropriate forms must be submitted with the Response.

### **EQUAL BENEFITS ORDINANCE AND FORMS**

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

All Bidders/Proposers/Respondents shall complete and upload the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract, the value of which exceeds Five Thousand Dollars (\$5,000.00). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers/Respondents do not need to submit supporting documentation with their bids, proposals or Responses. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

### **PROTEST PROCEDURES**

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

It is the policy of the Board that:

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

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

OR

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission.

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

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

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**RESPONDER QUALIFICATIONS/ EVALUATION SHEET**

This is a pre-qualified contract. RAP may recommend multiple pre-qualified Responders for this contract. All pre-qualified Responders will compete for projects issued by RAP on an as-needed basis.

Responders will be evaluated based on the answers provided on the following questions. Responders must meet the minimum requirements in-order to be qualified. The award of this contract will be based on the Responder's qualifications. *Please use FORM I to submit your qualifications. Please print additional sheets if needed.*

Responders must meet the minimum requirement in order to qualify for this contract:

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Responders will be required to provide evidence of their qualifications and must meet the minimum requirement listed below. If Responders cannot provide acceptable proof of qualifications, their Response will be considered non-responsive. If Responders meets the minimum requirements, they may be awarded a contract.

**1) General Park Building Construction: All Responders must meet the following qualifications:**

Check this box if you qualify for *General Park Building Construction* and have provided evidence of your qualifications on Form I.

Qualified Responders must have a minimum of 10 years of experience constructing park building for governmental agencies (Municipal, State and/or Federal). Responder must have performed 20% of all work submitted under this qualifier. Qualified Responders must provide the following:

- A. Provide at least five (5) new municipal building structures. All project provided must have been performed from April 1, 2011 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal).

**2) Pre-Fabricated Concrete Buildings: All Responders must meet the following qualifications:**

Check this box if you qualify for *Pre-Fabricated Concrete Buildings* and have provided evidence of your qualifications on Form I.

Qualified Responders must have a minimum of 5 years of experience constructing park building for governmental agencies (Municipal, State and/or Federal). Responder must have performed 75% of all work submitted under this qualifier. Qualified Responders must provide the following:

- A) Provide at least twenty (20) new park building structures that are certified by the State of California/ Department of Housing and Community Development. All projects provided must have been performed from April 1, 2011 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal).

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

**3) Pre-Fabricated Buildings: All Responders must meet the following qualifications:**

Check this box if you qualify for *Pre-Fabricated Buildings* and have provided evidence of your qualifications on Form I.

Qualified Responders must have a minimum of 10 years of experience constructing park building for governmental agencies (Municipal, State and/or Federal). Responder must have performed 75% of all work submitted under this qualifier. Qualified Responders must provide the following:

- A) Provide at least twenty (20) new park building structures that are certified by the State of California/ Department of Housing and Community Development. All projects provided must have been performed from April 1, 2011 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal).

**4) Shade Structures: All Responders must meet the following qualifications:**

Check this box if you qualify for *Shade Structures* and have provided evidence of your qualifications on Form I.

Qualified Responders must have a minimum of 10 years of experience designing, engineering, fabricating and installing shade structures for governmental agencies (Municipal, State and/or Federal). Responder must have performed 75% of all work submitted under this qualifier. Responder must have a City of Los Angeles approved fabricators license and be accredited by the International Accreditation Service (IAS) for Structural Steel Fabrication under UBC 97 & 2000 Section 1701.7 and IBC 2010 Section 1704.2.2 for all projects submitted under this qualification. Qualified Responders must provide the following:

- A) Provide at least ten (10) new shade structure in the City of Los Angeles. All projects provided must have been performed from April 1, 2011 to present day. All projects must have been performed for a governmental agency (i.e. Municipal, State and/or Federal).

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**CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS**

**MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS**

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

**PREVAILING WAGES**

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

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

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

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM (CONSTRUCTION)**

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

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers/Respondents shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Bidders/Proposers/Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit. Additionally, Bidders/Proposers/Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13,

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applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

Bidders/Proposers/Respondents shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Bidders/Proposers/Respondents opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN: [www.labavn.org](http://www.labavn.org).

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

### **BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondent will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondent's BIP outreach documentation, as described in Exhibit C (Pages 67-81) you need to verify the correct pages), Business Inclusion Program, of this RFQ. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Respondent must refer to Exhibit C, Business Inclusion Program of this RFQ for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A Respondent's failure to utilize and complete their BIP Outreach as described in Exhibit C may result in their proposal being deemed non-responsive.

### **SLAVERY DISCLOSURE ORDINANCE**

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

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

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

Note: Please see Exhibit D, (Page 82) for The Slavery Disclosure Ordinance Request for Exemption Form.

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## **PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

### **Contractor Responsibility Ordinance**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire (Exhibit E, Page 83-93), see attachment file for Questionnaire) included in the Exhibit Section. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

(CRO RFQ Language – rev 7/1/03)

### **ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt in accordance with the provisions of the ordinance, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

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

(CRO Contract Language (Rev. 10/01/01))

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## CHILD CARE POLICIES

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

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

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

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

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

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

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

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part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

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

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

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

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

**IRAN CONTRACTING ACT OF 2010**

**Iran Contracting Act of 2010:** In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit Form “H”, the “Iran Contracting Act of 2010 Compliance Affidavit” on page 102 of this RFQ.

**INSURANCE**

Submission of insurance forms must be submitted within five (5) working days after bid award of each as-needed project.

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

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Page 94, Form A, number ACCORD 25 2001/08) included in the back of this RFQ package. Please see the Insurance Requirement on Pages 24-25 and Form A on page 94 for required insurance minimum insurance limits.
2. **When to submit** normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificate must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

**Acceptable Alternatives to Insurance Industry Certificates of Insurance:**

- **A copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to ninety (90) days from date of approval.

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**Request for Qualifications:**

**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability insurance.

Completed **Insurance Industry Certificates of Insurance** must be electronically submitted to TRACT4LA, (<http://track4la.lacity.org>). It is your responsibility to ensure that the insurance submissions are accepted and approved by the CAO, Risk Management Insurance and Bonds Section. If you any have problems with TRACT4LA insurance submission and approval, please call (213) 978-7475 or (213) 978- RISK for assistance. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

4. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>. If your policy number changes, you must submit a new Additional Insured Endorsement.
5. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration. Please see Form Bin the back of this bid document.
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555. Please see Form A in the back of this bid document.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement. Please see Form A in the back of this bid document.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT. For a

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

**Request for Qualifications:**  
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copy of the City's required Workers' Compensation Form A in the back of this bid document.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the Bond Assistance Program Los Angeles at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

## **PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the City may proceed against Contractor immediately upon default in the performance of the Contract as defined in the agreement. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

Additionally, if a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Submit proof of Performance Bonds to:

City of Los Angeles Department of Recreation and Parks  
Jim Newsom, Contract Administrator  
221 North Figueroa St., Suite 200  
Los Angeles, California, 90012

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

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

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

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

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**Request for Qualifications:**  
**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

The above forms shall be submitted to:

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

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

### **CONTRACTOR PARTICIPATION**

The Prime Contractor shall perform 100% of the total project awarded as it relates to sewer tie repairs, retrofit and/or new installations, unless otherwise authorized by the Contract Administrator. Subcontracting may be allowed on a case by case basis.

### **COMMENCEMENT AND COMPLETION OF WORK**

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

### **SAFETY ORDERS**

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

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

### **CALIFORNIA STATE BILL (SB) 854**

SB 854 took effect in the beginning 2015. All Responders responding to this RFQ must be in compliance with SB 854. Among other requirements of this law, all Responders, Contractors and Sub-contractors bidding on public works projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All Responders, Contractors and Sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If awarded Contractor and/or Sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation. More information on SB 854 can be found at the following website: <http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

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## **SECURITY GUARD SERVICES**

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

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

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

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

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

### **Presentation of Documents:**

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

## **SELF-ACCRUAL OF USE TAX PROGRAM**

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

***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR GENERAL PARK BUILDING CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS.***

**These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.**

**ARTICLE 1**

**SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

**ARTICLE 2**

**SPECIFICATIONS**

**PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

**ARTICLE 3**

**LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

**ARTICLE 4**

**MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

**ARTICLE 5**

**NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the

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CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

**ARTICLE 6**

**ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

**ARTICLE 7**

**DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

**ARTICLE 8**

**LICENSES AND PERMITS**

California Contractor's License "A" (General Engineering Contractor) or "B" (General Building Contractor)

**ARTICLE 9**

**TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

**ARTICLE 10**

**CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00). The contract amount is an estimate, and the Department does not guarantee that the contract maximum amount will be reached. The construction services that the Department is requesting shall be on an as-needed basis; the Department, 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 Department, as provided in the Standard Provisions for City Contracts.

**ARTICLE 11**

**TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

**ARTICLE 12**

**SUBCONTRACT APPROVAL**

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

**12.1 SUBLETTING AND SUBCONTRACTORS**

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

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1. All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  - A. For the purpose of Subcontractor approval and/or substitution, the Department's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by the Department to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
  - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by the Department for a reduction in the subcontract dollar amount.
  - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
5. All requests for approval of Subcontractors must contain the following information:
  - A. Project Name
  - B. Project Work Order Number
  - C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed

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6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
7. Failure to obtain approval of the Department in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousands (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of the Department acting on behalf of the Board of Recreation and Parks. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from the Department for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
  - A. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

## **12.2 SUBSTITUTION**

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

1. When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
2. When the listed Subcontractor becomes bankrupt or insolvent.
3. When the listed Subcontractor fails or refuses to perform its subcontract.
4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
5. When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
6. When the Engineer determines that the work being performed by the listed Subcontractor is substantially

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unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.

7. When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
8. When the sub-contractor is not registered with the Department of Industrial Relations, per State Bill 854 of 2014, Labor Code 1725.5 et al.:

"1771.1(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor"

"In addition, SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### **12.3 ASSIGNMENT**

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of the RAP.

### **12.4 PENALTIES**

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.

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2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

#### **12.5 SUBMITTAL**

Before commencing any work, the Contractor shall submit to the Department for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

### **ARTICLE 13**

#### **PRIOR NOTICE OF IMPENDING LABOR DISPUTE**

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

### **ARTICLE 14**

#### **PERFORMANCE BOND**

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

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#### **14.1 PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

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

**ARTICLE 15**  
**WARRANTY**

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

**ARTICLE 16**  
**PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17**  
**REPRESENTATIVES FOR THE PARTIES**  
**CONTRACTOR'S REPRESENTATIVE**

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

Person to contact for Construction Services:

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Emergency/Cell Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**CITY'S REPRESENTATIVE**  
**Jim Newsom**  
**Department of Recreation and Parks**  
**Contracts, Finance Division**  
**221 North Figueroa St., 2<sup>nd</sup> Floor**  
**Los Angeles, California, 90012**  
**Phone: 213-202-2678**  
**Fax # 213-202-2612 (Coversheet Required)**  
**E-mail: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)**

**ARTICLE 18**  
**CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

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

General Park Building Construction, Retrofit, Maintenance, and/or Repairs

**ARTICLE 19**

**INDEPENDENT CONTRACTORS**

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

**ARTICLE 20**

**OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

**ARTICLE 21**

**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause. Requirements are defined on Page 58 and are included herein by reference.

**ARTICLE 22**

**SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

**ARTICLE 23**

**FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**ARTICLE 24**

**SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

**ARTICLE 25**

**GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

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

## **ARTICLE 26**

### **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

## **ARTICLE 27**

### **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA™ at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

#### **27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

#### **27.2 Insurance**

##### **27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto on Page 122 (Form Gen. 146IR\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 64- 65) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

**ARTICLE 28**

**CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement that is attached hereto as Form D (Page 198) and incorporated herein by this reference.

**ARTICLE 29**

**CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached to hereto as Form E (Page 127) (Check your page number) and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**ARTICLE 30**

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE**

**“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”**

A. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

1. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
2. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

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

**Request for Qualifications:**

**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

- a. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
  - b. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
3. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  4. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 ( c ) concerning compliance with such federal law.
  5. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation, which is included in Exhibit A and made a part hereof, in a conspicuous place.
  6. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  7. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue

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work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

**D. Earned Income Tax Credit**

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

**Grant Funded Applications**

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37 et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

**ARTICLE 31**

**AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto as FORM F (Page 128) (Check Page number) and incorporated herein by this reference.

**ARTICLE 32**

**EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on Page 53 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

**ARTICLE 33**

**CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

**ARTICLE 34**

**CLEAN AIR/CLEAN WATER**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h) section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**ARTICLE 35**

**ORDER OF PRECEDENCE**

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

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- Addenda, change orders, supplemental instructions and approved contract revisions
- The Contract Specifications
- General Standard Specifications for Public Works Constructions
- CONTRACTOR's bid
- Referenced Specification
- Federal and State Requirements

#### **ARTICLE 36**

##### **SAFETY REQUIREMENTS**

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

#### **ARTICLE 37**

##### **ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

#### **ARTICLE 38**

##### **PREVAILING WAGES**

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

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

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

#### **ARTICLE 39**

##### **CALIFORNIA STATE BILL (SB) 854**

SB 854 took effect in beginning 2015. All contractors and sub-contractors bidding on any public works projects must be in compliance with SB 854. Among other requirements of this law, all contractors and sub-contractors bidding on public works projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All contractors and sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If contractor and/or sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation.

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

**Request for Qualifications:  
General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**

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

## **OUT-OF-STATE BIDDERS**

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

Permit Number: \_\_\_\_\_

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

No Permit Number: [ ] \_\_\_\_\_

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

## LOS ANGELES RESIDENCE INFORMATION

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

Organization: \_\_\_\_\_

**I. Corporate or Main Office Address:**

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

**II. Total Number of Employees in the Organization:** \_\_\_\_\_

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

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

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

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

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

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

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

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET**  
**CONTRACTORS MUST USE THIS FORM**

Respondents are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_

Awarding Agency Project Liaison \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_

Awarding Agency Project Liaison \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_

Location of Project \_\_\_\_\_

Project Description \_\_\_\_\_

Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_

Awarding Agency \_\_\_\_\_

Awarding Agency Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_

Awarding Agency Project Liaison \_\_\_\_\_

Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**  
**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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



## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

**Request for Qualifications:**

**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
- 3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) Employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Seventy-One Thousand, Eight Hundred Seventy Dollars (\$471,870.00) (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
  - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
  - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

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

## **CITY OF LOS ANGELES**

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

**(Los Angeles Administrative Code Section 10.36 et seq.)**

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

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

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

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the Office of Contract Compliance web site at [www.lacity.org/bca](http://www.lacity.org/bca).

## **REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

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

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

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

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

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

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Contractor or Name of Company

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By: (Signature) Date

## **EQUAL BENEFITS ORDINANCE**

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

All Bidders/Proposers/ Respondents shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract, the value of which exceeds Five Thousand Dollars (\$5,000.00). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers/ Respondents do not need to submit supporting documentation with their bids, proposals or Responses. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND  
AFFIRMATIVE ACTION PROGRAM  
(CONSTRUCTION)**

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

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers/RESPONDENTs shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/RESPONDENTs shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Bidders/Proposers/RESPONDENTs are required to complete item #17 on page 6 of the City of Los Angeles Affirmative Action Plan Affidavit. Additionally, Bidders/Proposers/RESPONDENTs must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

Bidders/Proposers/ Respondents shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Bidders/Proposers/RESPONDENTs opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. [www.labavn.org](http://www.labavn.org)

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

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

## CITY OF LOS ANGELES

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

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

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

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

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

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

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

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

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

**Request for Qualifications:**

**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

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

**Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

\_\_\_\_\_  
 COMPANY NAME

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY, COUNTY, STATE, ZIP

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

\_\_\_\_\_  
 NAME AND TITLE (TYPE OR PRINT)

\_\_\_\_\_  
 TELEPHONE/EMAIL

### CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

#### Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an Anticipated Employment Utilization Report (AEUR) with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER	TITLE
E-MAIL	PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, at \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE)

COMPANY NAME	TELEPHONE E-MAIL
AUTHORIZED SIGNATURE	ADDRESS
NAME AND TITLE (TYPE OR PRINT)	CITY, COUNTY, STATE, ZIP

# EXHIBITS A – E INDEX

**EXHIBIT A**

LW-10

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

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

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

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

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

**LWO –DEPARTMENTAL EXEMPTION APPLICATION**  
**EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL**

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

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

TO BE FILLED OUT BY THE CONTRACTOR:			
1. Company Name: _____	Phone Number: _____		
2. Company Address: _____			
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, state the name of your Prime Contractor: _____			
4. Type of Service Provided: _____			
EXEMPTION INFORMATION:			
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:			
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED		
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>- A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>- The exemption is valid for all employees except Child Care Workers.</li> <li>- Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>- Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>- This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>2. ANSWER the following questions:               <ol style="list-style-type: none"> <li>A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. MULTIPLY B by 8: \$ _____</li> </ol> </li> <li>3. Based on Question 2 above, is A less than C?  <input type="checkbox"/> YES <input type="checkbox"/> NO                if NO, your company is NOT eligible for an exemption. IF YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>		
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.		
I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OGC of such change and comply with the LWO's wage and time off requirements.			
Print Name of Person Completing This Form: _____ Title: _____ Phone #: _____	Signature of Person Completing This Form: _____ Date: _____		
<b>ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.</b>			
AWARDING DEPARTMENT USE ONLY:			
Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
Approved / Not Approved – Reason: _____		Date: _____	
By Analyst: _____			

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

**EXHIBIT B**



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

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

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

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

Name of Bidder:	Phone:
-----------------	--------

Address:

Email:

**CERTIFICATION**

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

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

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

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

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

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

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

## General Park Building Construction, Retrofit, Maintenance, and/or Repairs

## Los Angeles Administrative Code § 10.40.1(h)

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

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

## Los Angeles Administrative Code § 10.37.1(i)

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

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



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Prohibited Contributors (Bidders) CEC Form 55

*This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.*

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

Bid/Contract/BAVN Number (or other identifying information if no number):	Date Bid Submitted:
---	---------------------

Description of Contract:

Awarding Authority (Department):

**BIDDER**

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

Address: \_\_\_\_\_

Email (optional): \_\_\_\_\_ Phone: \_\_\_\_\_

State Contractor ID: \_\_\_\_\_

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

**PRINCIPALS**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.       Bidder is an individual and no other principals exist.

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



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1980

## Prohibited Contributors (Bidders) CEC Form 55

### SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

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



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1980

## Prohibited Contributors (Bidders) CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_  
Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

### CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

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

**EXHIBIT C – BUSINESS INCLUSION PROGRAM (BIP)**

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

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

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

The Department of Recreation and Park's anticipated levels of

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

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the Department of Recreation and Park at 213-202-2678 and/or 818-756-9406.

**SUMMARY**

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

**A.GENERAL**

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

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

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenues does not exceed Seven Million Dollars (\$7,000,000.00).
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00).
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one (1) or more disabled veterans.
5. **Other Business Enterprise (OBE):** For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. **Minority person:** For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. **Disabled Veteran:** For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least ten percent (10%) or more, and the veteran must reside in California.
8. **Certification must be current on the date the task work order for the project is assigned** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.

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

**Request for Qualifications:**

**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

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

1. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 South Broadway Street, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>
2. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA95814  
Telephone (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
3. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
4. Southern California Minority Business Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA90017  
Telephone: (213)689-6960 Fax: (213) 689-1707  
Internet address: [www.scmbdc.org](http://www.scmbdc.org)

9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

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

**Request for Qualifications:**  
**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
  - e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
  - f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
  - g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a sub-consultant by a Joint Venture respondent.
  - h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

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

**A. BIP OUTREACH DOCUMENTATION**

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

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

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Jim Newsom from the Department of Recreation and Parks at [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m., Monday-Friday), call The Department of Recreation and Parks at 213-202-2678.

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

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

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

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

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

**Request for Qualifications:**  
**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

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

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

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

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

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

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

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

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

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

**Request for Qualifications:**

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

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

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

<b>5</b>	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The proposer provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

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

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

<b>6</b>	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated

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

to the subcontractor using BAVN.

**Required Documentation:**

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

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

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFQ response being deemed non-responsive.

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

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

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

**Note:** At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information

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**Request for Qualifications:**

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

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

**D. AWARD OF CONTRACT**

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

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

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential sub-consultants, the following shall apply for the purpose of this program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all sub-consultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority or its designee for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the sub-consultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultant Substitution:** The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see

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

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Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:

1. Name of company contacted; contact person and telephone number; date and time of contact.
  2. Response for each item of work which was solicited, including dollar amounts.
  - 3 Reason for selection or rejection of sub-bid prospect.
  - 4 In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Awarding Authority for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
- b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

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

**G. SUBMITTAL DOCUMENTS**

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

Proposers shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided here in as Schedule A. The proposer shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific bid. This list is considered the proposers list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the proposer will list multiple potential subconsultants for each specific area of work. Proposers are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the proposer has either a desire to update their Schedule

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A or a need to solicit subconsultants that are not on the Schedule A, the proposer will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitution" of this document.

2. Task Work Order List of Sub-consultants (Schedule B)

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

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

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

4. Final Subconsulting Report (Schedule D)

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

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

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**Request for Qualifications:**  
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**Schedule A**

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

Name of Consultant/Contractor: \_\_\_\_\_

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to (a specific project/individual Task Work Orders) under the *Request for Qualifications, General Park Building Construction Services*.

\_\_\_\_\_  
 Signature of Person Completing this Form

\_\_\_\_\_  
 Printed Name of Person Completing this Form

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**MUST BE SUBMITTED WITH BID**

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



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

<b>Project Title</b>	<b>Contract No.</b>
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<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

<b>MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)</b>					
<b>NAME OF SUBCONTRACTOR</b>	<b>MBE/WBE/ SBE/EBE/ DVBE/OBE</b>	<b>ORIGINAL SUBCONTRACT AMOUNT</b>	<b>THIS INVOICE (AMOUNT NOW DUE)</b>	<b>INVOICED TO DATE (INCLUDE THIS INVOICE)</b>	<b>SCHEDULED PARTICIPATION TO DATE</b>

<b>CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE</b>			<b>Signature of Person Completing this Form:</b>
	<b>DOLLARS</b>	<b>PERCENT</b>	_____
<b>TOTAL MBE PARTICIPATION</b>	\$	%	<b>Printed Name of Person Completing this Form:</b>
<b>TOTAL WBE PARTICIPATION</b>	\$	%	_____
<b>TOTAL SBE PARTICIPATION</b>	\$	%	<b>Title:</b> _____
<b>TOTAL EBE PARTICIPATION</b>	\$	%	<b>Date:</b> _____
<b>TOTAL DVBE PARTICIPATION</b>	\$	%	_____
<b>TOTAL OBE PARTICIPATION</b>	\$	%	_____

**MUST BE SUBMITTED WITH EACH INVOICE**

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

**SCHEDULE D  
 FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

Name, Address, Telephone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

**\* If the actual dollar value differs from the original dollar value, explain the differences and give details.**

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form      Printed Name      Title      Date

**SUBMIT WITHIN 15 DAYS OF TASK WORK ORDER COMPLETION**

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

## EXHIBIT D – SDO EXEMPTION

### SDO EXEMPTION

**CITY OF LOS ANGELES**  
Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2777

#### SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. **The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.**

**Section 1: Awarding Department**

Name of contact person:	Title:
Department:	Phone:
Signature:	Date:

**Section 2: Contractor and Contract Information**

Company Name:	Federal ID #:	
Company Address:		
City:	State:	Zip:
Purpose:	BAYN Contract ID:	
Start Date:	End Date:	Amount:

**Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved: _____	Not Approved. (See attached memorandum.) _____
OCC Analyst: _____	Date: _____

**THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

**EXHIBIT E**  
**CITY OF LOS ANGELES**  
**PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE FORM**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority. The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

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

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative

---

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

---

Contract

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

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





**B. BUSINESS ORGANIZATION/STRUCTURE**

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

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

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

VicePresident: \_\_\_\_\_

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

Treasurer: \_\_\_\_\_

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

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

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

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

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

**Sole Proprietorship:** Date started:        /        /

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

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

**Joint Venture:**        Date formed:        /        /

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

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

Responsibility Questionnaire (Rev. 1/25/12)

**C. OWNERSHIP AND NAME CHANGES**

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

General Park Building Construction, Retrofit, Maintenance, and/or Repairs

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

**The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.**

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Responsibility Questionnaire (Rev. 1/25/12)

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**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

If **Yes**, explain the circumstances on Attachment B.

**E. INSURANCE**

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

Yes  No

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

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

- Workers' Compensation Insurance Policy Currently in Effect**
- Legally Self-Insured**
- No Workers' Compensation Policy Currently in Effect**

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

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

YR. 1: \_\_\_\_\_ EMR-1: \_\_\_\_\_ YR 2: \_\_\_\_\_ EMR-2: \_\_\_\_\_ YR. 3: \_\_\_\_\_ EMR-3: \_\_\_\_\_

11. Within the past five years, has your firm ever had employees but was without Workers' Compensation insurance or state approved self-insurance?

**Yes**  **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance. If **No**, attach a statement from your Workers' Compensation insurance provider that you have been continuously insured for the past five years.

Responsibility Questionnaire (Rev. 1/25/12)

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

## General Park Building Construction, Retrofit, Maintenance, and/or Repairs

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.

13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes  No

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

14. List on Attachment B, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

\*\*\*\*\*  Check the box if you have not had any similar contracts in the last five years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?  
 Yes  No

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

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes  No

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

17. In the past five years, has your firm been debarred or determined to be a non-responsible Bidder or contractor?  
 Yes  No

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

**G. DISPUTES**

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?

Yes  No

Responsibility Questionnaire (Rev. 1/25/12)

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

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

Yes  No

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

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

Yes  No

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

#### **H. COMPLIANCE**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

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

Responsibility Questionnaire (Rev. 1/25/12)

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

**I. BUSINESS INTEGRITY**

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

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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

**CERTIFICATION UNDER PENALTY OF PERJURY**

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

---

Print Name, Title

Signature

Date

Responsibility Questionnaire (Rev. 1/25/12)

**ATTACHMENT A FOR SECTIONS A THROUGH C**

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

Page \_\_\_\_\_

**ATTACHMENT B FOR SECTIONS D THROUGH I**

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

Page \_\_\_\_\_

**Request for Qualifications:  
General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

Responsibility Questionnaire (Rev. 1/25/12)

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

## General Park Building Construction, Retrofit, Maintenance, and/or Repairs

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

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

**FEDERAL ENTITIES****Federal Department of Labor**

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

**Federal Department of Justice**

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

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

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

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

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

**STATE ENTITIES****California's Department of Industrial Relations**

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

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

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

**California Department of Consumer Affairs**

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

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

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

**OTHERS**

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

Responsibility Questionnaire (Rev. 1/25/12)

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

# **FORM A – I INDEX**

General Park Building Construction, Retrofit, Maintenance, and/or Repairs

Required Insurance and Minimum Limits

Name: Park Facility Construction RFQ

Date: 02/23/2016

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)
WC Statutory
EL \$1,000,000
Waiver of Subrogation in favor of City
Longshore & Harbor Workers
Jones Act

General Liability
Products/Completed Operations
Sexual Misconduct
Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions)
Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)
All Risk Coverage
Flood
Earthquake
Boiler and Machinery
Builder's Risk

Pollution Liability

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

Crime Insurance

Other:

## FORM B



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b>  <b>INSURED</b>	<p><b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width:20%;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>												
INSURER A:													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR/ADDD/LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">WC STATUTORY LIMITS</td> <td style="width:50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

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

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

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

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## FORM C

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

It is hereby RESOLVED that:

Name and Address of Organization:
-----------------------------------

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

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

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

**Declaration**

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau:	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
---------------------	---

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

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

Business Name	Telephone No.
Business Address	
Signature	Title

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

<b>Part One</b>	DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? If YES, please attach a copy	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Part Two</b>	DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE? If YES, please check which from(s) of assistance		
	Level I Assistance	<input type="checkbox"/>	<input type="checkbox"/>
	Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
	Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
	Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
	Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
	Level II Assistance		
	Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
	Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
	Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
	Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input type="checkbox"/>
	Level III Assistance		
	Flexible work hours Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>

**I HAVE READ AND COMPLETED:**

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

Date Filed:	Do not write in this space	Expiration Date:
-------------	----------------------------	------------------

50-184 (11/89)

**FORM E**  
**City of Los Angeles**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

**This document must be returned with the Proposal/Bid/ Response**

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

**Request for Qualifications:**  
**General Park Building Construction, Retrofit, Maintenance, and/or Repairs**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

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

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

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

\_\_\_\_\_  
Signature of Authorized Officer or Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

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

**FORM F**

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

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

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

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

CONTRACTOR: \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**FORM G**  
**NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_

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

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

is of \_\_\_\_\_ (Name of firm  
/ business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month / Year)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Date)

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

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

General Park Building Construction, Retrofit, Maintenance, and/or Repairs

**FORM H**  
**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

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

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

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

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

**OPTION #1: CERTIFICATION**

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

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

**OPTION #2: EXEMPTION**

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

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

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

**FORM I**  
**PROJECT QUALIFICATION FORM**

Prior to filling out this sheet, please refer to page 18-19 of this RFQ document for instructions.

Project Type: (i.e. General Construction, Pre-Fab Concrete, Pre-Fab Building, Shade Structure):

\_\_\_\_\_

Project Address/Location: \_\_\_\_\_

Customer Contact Name: \_\_\_\_\_

Customer Contact Phone #: \_\_\_\_\_

County: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Project Summary:

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Please print out additional Project Qualification Forms (Form I) as necessary

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



REPORT OF GENERAL MANAGER

NO. 16-088

DATE April 06, 2016

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES – REQUEST FOR BID

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

K. Regan \_\_\_\_\_  
\*N. Williams NDW

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the Request for Bid (RFB) for Athletic Surface Inspection, Testing and Related Services, for a three (3) year contract, substantially in the form on file in the Board Office, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFB to the City Attorney for approval as to form; and,
3. Authorize staff to advertise the RFB and conduct the RFB process, subsequent to City Attorney review and approval as to form.

SUMMARY:

The Department of Recreation and Parks (RAP) has over one thousand sports surfaces throughout our park system. These sports surfaces include but are not limited to all weather turf fields (soccer and baseball), indoor/outdoor basketball, volleyball, racquetball, tennis courts, running/walking tracks, playground surfacing and golf greens. RAP is in need of athletic surface inspections, testing and related professional services. Such services will provide RAP with tools to help staff assess, inspect and if need be, to perform any related safety and/or performance testing that an athletic surface may require. RAP Staff does not currently possess the expertise and equipment to perform these services. The proposed testing services that may be used under the proposed contract include but are not limited to GMAX (which measures surface hardness), Shock Absorption and Vertical Deformation (which measure the impact absorption), and Rotational Resistance (which measures traction), Slip Resistance Scale and Deceleration (which measure the deceleration experienced by the players' shoes), Vertical Ball Rebound (which measures how high the ball bounces when falling vertically), Ball Roll (which measures how far the ball rolls), Off-site plant material testing/inspection (which verifies that the City's

## REPORT OF GENERAL MANAGER

PG. 2

NO. 16-088

material performance specifications are met), Permeability (which measures water percolation/drainage) and compaction (which measures soil compaction).

RAP Staff has developed and is now ready to release, at the direction of the Board, a RFB, which will be advertised on RAP's website and posted on the Los Angeles Business Assistance Virtual Network (BAVN). The Planning, Construction and Maintenance Branch and the Finance Division, which oversees RAP's construction and maintenance projects, has reviewed the RFB and provided input.

A pre-bid conference will be held approximately two (2) weeks after the release of the RFB in order to provide potential bidders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program as required by Executive Directive No. 14 and the Board's policy.

All bids submitted will undergo a Level I and Level II review. The Level I review will focus on whether the Bidder submitted a completed bid package as required. All required forms will be review for content and required signatures. If Bidder did not provide a completed bid package, it may be deemed non-responsive and Bidder may not be allowed to proceed to a Level II review. A Level II review will focus on the actual qualifications provided by the Bidder on the required minimum work experiences, membership of professional organization, professional liability insurance minimum levels and the presentation of the minimum projects performed as required in the qualification section. If Bidder passes both the Level I and Level II review, the award of this contract will be based solely on lowest bid price. Please note that the lowest overall bid price will be determined by a pre-determined weighted average as detailed on the RFB bid sheet document.

The intent of this RFB is to identify the best-qualified contractor at the lowest bid price. This contract will be an as-needed, three (3) year contract to provide the Department with athletic surface inspection, testing and related professional services.

### MINIMUM BIDDERS QUALIFICATION

- 1) Bidder must have ten (10) years of experience self-performing third-party athletic field testing which includes but is not limited to *GMAX, Shock Absorption and Vertical Deformation, Rotational Resistance (Traction), Slip Resistance Scale and Deceleration, Vertical Ball Rebound and Ball Roll Tests*. Bidder must provide a job history reflecting work performed going back to April 1, 2011 to current, description of test/s performed, type of equipment used for test (Deltec, Clegg, etc.), valid contact person/s and contact phone numbers who can verify work performed.
- 2) Bidder must currently have Professional Liability Insurance of One Million Dollars (\$1,000,000.00) or more.
- 3) Bidder must own and self-operate independent manufactured equipment not associated with any testing company. No conflict of interest will be allowed as it relates to the Tester's association with the Testing Equipment Manufacturer.

REPORT OF GENERAL MANAGER

PG. 3

NO. 16-088

- 4) Work Experience: Bidder must provide a list of ten (10) synthetic field projects in the State of California, within the last five (5) years. The Bidder must have performed the following tasks for all listed projects:
- a) Off Site Plant Material Inspections: Bidder must provide evidence that they have performed a plant material inspection for each project listed. The plant material inspection must have included yarn-type verification, determining average yarn denier, verifying manufacturing yarn uniformity and pile height and coloration throughout the manufacturing "run", verifying primary backing, perforation requirements and verifying the urethane coating is consistently applied and the turf and tuft binding is strong. Bidders must provide actual reports generated for client (Confidential information may be redacted as appropriate from the reports).
  - b) Field Testing, which includes GMAX, Shock Absorption and Vertical Deformation, Rotational Resistance (Traction), Slip Resistance Scale and Deceleration, Vertical Ball Rebound and Ball Roll Tests for each project. Bidder must provide copies of at least five (5) reports associated with the listed projects.
  - c) Bidder must have inspected and provided a final report certifying that all 10 field projects were safe for play.
- 5) Bidder must be a current member of the Sports Turf Managers Association (STMA). Bidder must provide evidence of their current membership affiliation.

The selected Bidder will be recommended to the Board for a three (3) year contract, in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) per year, per contract. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The professional 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 RFB shall be subject to funding availability and early termination by Department, as provided in the Standard Provisions for City Contracts, which are incorporated into and thus part of all contracts awarded through this RFB.

Funding for service will be provided from various funding sources.

FISCAL IMPACT STATEMENT:

Releasing the Request for Bid has no impact to the Department's General Fund.

Report prepared by Jim Newsom, Management Analyst II, Finance Division.



# REQUEST FOR BID



## City of Los Angeles Department of Recreation and Parks

Figueroa Plaza  
221 North Figueroa St., Suite 300  
Los Angeles, CA 90012

### ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES

Mandatory Pre-Bid Conference: ??????????  
Submission Deadline: ????????

#### BIDDER'S CONTACT INFORMATION

*Contact information for the person to whom all communication regarding the Statement of Bids submitted in Bid to this RFB and the prospective contract should be directed*

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

Business Tax Registration Certificate (BTRC) No.: \_\_\_\_\_

**CITY OF LOS ANGELES  
REQUEST FOR BIDS**

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

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

<b>REQUEST FOR BIDS FOR ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES</b>
<b>VARIOUS WORK ORDER NUMBERS</b>
<b>TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED: FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PER YEAR.</b>
<b>LICENSE REQUIREMENTS / IMPORTANT DATES</b>

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

**PROFESSIONAL ORGANIZATION MEMBERSHIP REQUIREMENTS:**

Must be a current member of the Sports Turf Managers Association (STMA)

**MANDATORY PRE-BID MEETING:**

A **Mandatory** pre-bid meeting will be conducted on ??????? at 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

A **Non-Mandatory Technical Review Meeting** will be offered in an effort to assist Bidders with any questions or concerns related to completing and complying with all city contract compliance requirements in this Request For Bids (RFB). This meeting will be held on ????????? at 221 North Figueroa Street, Suite 300A, Los Angeles, CA 90012.

**DEADLINE AND DELIVERY INFORMATION:**

Bids must be received no later than ?????????????.

**Two (2) complete RFB documents** (including addenda), each with original initials/signatures and required forms, attachments and documentation must be submitted.

Bids must be submitted in one (1) or more sealed envelopes, clearly marked as follows:

- RFB for **ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES – BID ENCLOSED**
- Name and Address of Firm

Bids must be mailed or delivered in person to:

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

Facsimile Bids or telegraphic modification of any RFB document will not be considered. Late submittals will not be accepted. Bids received at any other location will be deemed non-responsive and returned to the Bidder.

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

## BIDDER'S CHECKLIST

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

ITEM DESCRIPTION	INITIALS
<b>COMPLETED, SIGNED ORIGINALS</b>	
The Bid consists of <b>two (2) originals</b> , each set containing original initials and signatures, the complete RFB document, plus all addenda, with no missing pages, and all required forms and attachments.	
All signatures have been completed in ink.	
The Bid has been properly signed and dated by the person(s) authorized to legally bind the Bidder/Proposer/Contractor.	
<b>RIGHT TO REJECT BIDS</b>	
Bidder acknowledges that the Board of Recreation and Park Commissioners reserves the right to reject any and all Bids and to waive any informality therein.	
<b>EXAMINATION OF BIDDER'S BIDS</b>	
Bidder acknowledges that the Department of Recreation and Parks Planning, Construction and Maintenance Branch and/or Finance Division will examine and be the sole evaluator in determining the acceptability of each Bidder's Bid for this RFB.	
<b>BIDDER QUALIFICATIONS / EVALUATION SHEET, BID ITEMS, BID FORM AND RELATED DOCUMENTS</b>	
Bidder has completed all requests for information and answered all questions.	
<b>SIGNATURE SHEET AND NON COLLUSION AFFIDAVIT</b>	
Bidder has read, signed and submitted the Signature Sheet and Non-Collusion Affidavit.	
<b>BIDDER INSTRUCTIONS AND SUBMITTALS</b>	
Bidder has read the "Bidder's Instruction and Submittal" section of this RFB.	
<b>MUNICIPAL LOBBYING ORDINANCE</b>	
Bidder has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance.	
Bidder has submitted completed Bidder Certification (CEC) Forms 50 and 55.	
<b>SPECIFICATIONS AND PROPOSED CONTRACT LANGUAGE TO PROVIDE ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES</b>	
Bidder has read all sections of the "Specifications and proposed As-needed Contract Language".	
<b>OUT-OF-STATE BIDDERS</b>	
Bidder has submitted a completed "Out-of-State Bidders" Form, if applicable.	

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

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

ITEM DESCRIPTION	INITIALS
<b>LOS ANGELES RESIDENCE INFORMATION FORM</b>	
Bidder has submitted a completed "Los Angeles Residence Information" Form.	
<b>CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET + KEY EMPLOYEE REFERENCE SHEET</b>	
The required page(s) has/have been completed and submitted.	
<b>INFORMATION RELEASE FORM</b>	
Bidder has read, signed and submitted the "Information Release Form".	
<b>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)</b>	
Bidder reviewed and signed the requirements pertaining to the payment of Living Wages and SCWRO.	
<b>SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)</b>	
Bidder reviewed the SCWRO.	
<b>REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT</b>	
Bidder read and signed the "Reporting Requirements".	
<b>EQUAL BENEFITS ORDINANCE (EBO)</b>	
Bidder reviewed and submitted all required documents related to EBO to the City's Business Assistance Virtual Network (BAVN) system.	
<b>NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM</b>	
The Bidders read and uploaded all appropriate forms from the BCA website.	
<b>BUSINESS INCLUSION PROGRAM (BIP)</b>	
Bidder complied with all BIP requirements on the City's Business Assistance Virtual Network (BAVN) system.	
<b>SLAVERY DISCLOSURE ORDINANCE</b>	
The Bidder reviewed the Slavery Disclosure Ordinance summary, to be uploaded to the City's Business Assistance Virtual Network (BAVN) system after the Bid due date.	
<b>CONTRACTOR RESPONSIBILITY QUESTIONNAIRE DOCUMENTATION</b>	
Bidder reviewed and submitted the "Contractor Responsibility Questionnaire".	
<b>CALIFORNIA STATE BILL (SB) 854</b>	
The Responder has read and provided evidence that it meets all SB 854 requirements including current company registration with the Department of Industrial Relations (DIR).	
<b>SECURITY GUARD SERVICES</b>	
Bidder has reviewed and understood the City's Security Guard Service Policy	

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

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

ITEM DESCRIPTION	INITIALS
<b>INSURANCE</b>	
Bidder received and reviewed the City's INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS	
Bidder received and reviewed the City's Insurance Requirements form and will submit the required type(s) of insurance in the limits noted to <a href="mailto:www.track41a@lacity.org">www.track41a@lacity.org</a>	
<b>NOTICE TO EMPLOYEES WORKING ON CITY CONTRACTS RE: LIVING WAGE ORDINANCE AND PROHIBITION AGAINST RETALIATION NOTICE</b>	
Bidder read, signed and submitted the completed form (If applicable)	
<b>MUNICIPAL LOBBYING ORDINANCE</b>	
Bidder received and reviewed the requirements and forms.	
<b>BUSINESS INCLUSION PROGRAM (BIP) POLICY AND PROCEDURES</b>	
Bidder complied with all BIP requirements on the City's Business Assistance Virtual Network (BAVN).	
<b>SUBCONTRACTING</b>	
All work subcontracted shall be directly related to the performance of work specified in the RFB Specification Summary.	
<b>SLAVERY DISCLOSURE ORDINANCE EXEMPTION</b>	
The Bidder reviewed the Slavery Disclosure Ordinance summary, to be uploaded to the City's Business Assistance Virtual Network (BAVN) after the Bid due date?	
<b>CONTRACTORS RESPONSIBILITY QUESTIONNAIRE</b>	
Bidder reviewed and submitted the "Contractor Responsibility Questionnaire"? Exhibit E	
<b>FORMS</b>	
<b>CHILDCARE DECLARATION STATEMENT</b>	
Bidder read the supplementary information and read, signed and submitted the completed form.	
<b>CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS</b>	
Bidder read, signed and submitted the completed form.	
<b>AMERICANS WITH DISABILITIES ACT</b>	
Bidder read, signed and submitted the completed form.	
<b>FORM OF NON-COLLUSION AFFIDAVIT</b>	
Bidder read, signed and submitted the completed form.	
<b>IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT</b>	
Complete and sign the document (either certifying compliance, or requesting exemption). Submit with the Response.	

**IMPORTANT - BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

**NAME OF BIDDER** \_\_\_\_\_

**BIDDER'S ADDRESS** \_\_\_\_\_

**STREET** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**A. BIDDER'S TELEPHONE NUMBER** \_\_\_\_\_

**B. BIDDER'S FAX NUMBER** \_\_\_\_\_

**C. BIDDER'S EMAIL ADDRESS** \_\_\_\_\_

**D. BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) #** \_\_\_\_\_

**E. BIDDER'S CHECK LIST**

Are all pertinent sections of the "Bidder's Check List" completed, signed and initialed? \_\_\_\_\_ **Initial**

**BY:**  
(Signature) \_\_\_\_\_ **Date** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE OR POSITION:** \_\_\_\_\_

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

## **INTRODUCTION**

Firms interested in providing **ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES** are invited to submit qualifications and provide a bid to the City of Los Angeles Department of Recreation and Parks (RAP). This Request for Bid (RFB) requires that the Bidder first demonstrate their experience and qualifications in performing athletic surface inspection, testing and related professional services. Once the Bidder demonstrates their qualifications for the said professionals services, bidders will be required to provide bid prices for all bid line items on the bid sheet provided. This RFB will be awarded solely on the lowest bid price once Bidder meets the minimum qualifications. Low bidder will be determined based on a weighted average. RAP will provide weighted percentages for each bid line item and will sum up each line item based on their pre-determined weighed percentages.

Only the qualified lowest Bidder will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of this as-needed contract will be three (3) years.**

Complete sets of the RFB documents, including all addenda, if issued, are available to interested parties online at [www.labavn.org](http://www.labavn.org) and <http://www.laparks.org/proposal.htm>. It shall be the Bidder's responsibility to verify that it has a complete set of RFB documents, including all addenda, prior to the due date. Bidders are advised that the Board of Recreation and Park Commissioners (Board) has not authorized any other agency, Internet service, or plan room distributor other than the Department of Recreation and Parks, Planning, Construction and Maintenance Branch or Finance Division to distribute or sell RFB documents. Bidders are therefore further advised that submission of a Bid on documents other than those obtained from the above address will cause the Bid to be deemed non-responsive.

The Board reserves the right to award an as-needed contract within a period of six (6) months or one hundred eighty (180) days after the receipt of Bids. If necessary, the Board may also request in writing an extension of RFB proposals from all responsive Bidders for additional periods in increments of three (3) months or ninety (90) days, or until a contract has been awarded and approved.

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

## DESCRIPTION OF REQUESTED SERVICES

For City accounting and payment purposes, each item listed below requires a report generated by the winning Contractor. These reports should reflect all pertinent information as it relates to the test and/or inspection performed. The Report should have the contractor's business name, address, contract number and contact phone and fax numbers. All billings must reflect the winning contractor's bid line item price for the services provided.

**Athletic Surface Inspection:** Surface inspections include but are not limited to the assessment and inspection of new and existing natural grass turf, all weather turf (synthetic), basketball courts (indoor/ outdoor), volleyball courts (indoor/ outdoor), racquetball courts (indoor/ outdoor), tennis courts, running tracks, playground surfacing and golf greens.

**Testing:** Testing of athletic surfaces will include but is not limited to:

- **GMAX (ASTM F1936 and F355A)** – Gives an indication of high impact shock absorption.
- **Shock Absorption and Vertical Deformation:** Measures the impact absorption provided by synthetic turf to a player running (lower extremity impact) or falling on as well as the foot stability of the surface as a player runs across it. Excess deformation of a surface could lead to over strained joints and fatigue.
- **Rotational Resistance (Traction):** Measures the interaction between the shoe sole and the surface of artificial grass relating to the ability of a player to change direction.
- **Slip Resistance Scale and Deceleration:** Measures the ability of studs to slide through the surface without causing the player to slip over. Slip resistance deceleration measures the deceleration experienced by the players shoe as it makes contact with the surface. If the deceleration is too high, damages to joints and ligaments may occur.
- **Vertical Ball Rebound:** Measures how high the ball bounces when falling vertically onto a synthetic turf field. (Although a method for soccer, this also gives an indication of consistent infill levels throughout the playing surface in a low cost tool).
- **Ball Roll:** Measures how far the ball rolls onto synthetic grass compared to natural grass. (Although a method for soccer, this also gives an indication whether or not grass piles are standing up in a low cost tool).
- **Off Site Plant Material Inspections:** This site inspection will include yarn type verification, determining average yarn denier, verifying manufacturing yarn uniformity, pile height, coloration throughout the manufacturing “run”, verifying primary backing, perforation requirements, verification that the urethane coating is consistently applied and the turf and tuft binding is strong.
- **Permeability of Synthetic Turf Sports Field Base Stone and Surface System (ASTM F2898):** Measures the permeability of synthetic turf systems through a simple method, requiring no special testing apparatus, that would decrease the potential for user technique and assumption errors while at the same time providing intuitive and observable results. The method uses a predetermined flow rate from a water source, two (2) simple ball valves, sections of hose, a five (5) gallon container of measured volume, stopwatch, markers to mark the extent of water migration on the surface, and a tape measure. Water source flow rate is calculated using the time it takes to fill the five gallon container of measured volume as the basis of flow for each individual test.
- **Compaction (ASTM D-1557 or D-698):** Measures compaction to a dense state to obtain satisfactory engineering properties such as shear strength, compressibility, or permeability. In addition, foundation soils are often compacted to improve their engineering properties. Laboratory compaction tests provide the basis for determining the percent

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**Athletic Surface Inspection, Testing and Related Professional Services**

compaction and molding water content needed to achieve the required engineering properties, and for controlling construction to assure that the required compaction and water contents are achieved.

Related Professional Services: may include but are not limited to, submittal review and approval, sub-base and final athletic surface inspection and approval in accordance to the City's scope of work and performance specifications, material inspection, approval and certification (on and off site), athletic surface installation inspection, certification, project design/ engineering as it relates to athletic surface installation.

**EXPEDITED AWARD AND EXECUTION OF CONTRACT**

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

- It is the intention of the Board to award an as-needed pre-qualified contract to the Bidder who meets the minimum Bids outlined in this document.

**RAP CONTACT FOR INFORMATION AND ASSISTANCE**

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

Jim Newsom  
Department of Recreation and Parks  
Finance Division  
221 North Figueroa Street, Suite 200  
Los Angeles, California, 90012

Phone: 213-202-2678  
Fax # 213-202-2612 (Cover sheet Required)  
E-mail: jimmy.newsom@lacity.org

**MANDATORY PRE-BID MEETING**

Bidders are required to attend a mandatory pre-bid meeting scheduled for ?????????, at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa St., Room 300 A, Los Angeles, CA 90012.

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

**SUBMITTAL DEADLINE/OPENING OF BIDS**

Bids must be received no later than 3:00 p.m. on Day, Date of the RFB submittal date.

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

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

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

Bidders are invited to attend the public session in which the RFB Bids will be opened. At the session, each Bidder's name and their respective bid prices will be announced. The lowest qualified bidder will not be determined at the bid opening session. Such determination will be assessed by RAP Staff and all Bidders will be notified of RAP Staff's recommendation for lowest qualified bidder.

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

### **REVIEW OF BIDS**

After the Bids are opened, City staff will review the RFB Bids and MAY make recommendations to the Board at a date to be determined regarding the award of an as-needed contract to the qualified Bidder (if any) with the lowest bid. The Bidder's qualifications will be review and verified by Staff. If the City determines that additional information is required, the City will request it.

### **REJECTION OF BIDS/RE-ISSUANCE OF RFB**

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

### **BIDDER ERRORS/WITHDRAWAL OF BIDS**

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

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

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

In the notice, the Bidder:

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

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFB under the section entitled, *Subletting and Subcontractors*.

**RFB SUBMITTAL ITEMS**

Bidders must submit two (2) complete RFB Bids. Each original Bid must include the RFB document, with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope addressed to the Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa St., Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "BID ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFB submittal date designated on Page 5 of this RFB: "License Requirements/Important Dates". (Bidders are invited to be present at the time of RFB opening at the above address, at the time indicated. No Facsimile, telegraphic or telephonic Bids or telegraphic modifications of Bids will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above.

**USE OF CITY-ISSUED FORMS**

Bidders must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFB Bid may be cause for rejection of the Bid.

**AFFIRMATIVE ACTION PLAN**

In lieu of the Los Angeles City Affirmative Action Plan, the Bidder may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

**SIGNATORIES AND SIGNATURE BLOCKS**

Bidders must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with bid may render the Bid non-responsive):

If the Bidder is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation must be

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

provided. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

**AFFIDAVIT OF NON-COLLUSION**

Each Bid must have thereon, or attached thereto, the Non-Collusion Affidavit verifying that such Bid is genuine, and not sham or collusive, or made in the interest or on behalf of any person not therein named; and that the Bidder has not directly, or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from Responding; and that the Bidder has not in any manner sought, by collusion, to secure for himself an advantage over any other Bidders. Any Bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the Bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any Bidder making a false affidavit may be excluded from future bidding. These terms and conditions shall apply to the full three (3) year term of this contract.

**LIVING WAGE ORDINANCE/SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to the Living Wage Ordinance and Service Contractor Worker Retention Ordinance for further information regarding the City's requirements.

Bidders/Proposers who believe that they meet the Bids for one (1) of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix. (LWO/SCWRO RFB/RFB/RFB Language, Rev. 08/12)

**LOS ANGELES MUNICIPAL LOBBYING ORDINANCE AND FORMS**

In accordance with Section 48.09(H)(1) of the Municipal Lobbying Ordinance: "Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection."

The Bidder Certification CEC Form 50 is the aforementioned certification form prescribed by the City Ethics Commission. In addition to CEC Form 50, CEC Form 55 (Prohibited Contributors form) must be submitted. Bidders must download and complete both fillable forms and include the requisite two (2) originals of each form in Bid to this RFB.

Please refer to the Los Angeles Municipal Lobbying Ordinance for information regarding the City's requirements.

For the CEC forms, please refer to the Table of Contents and under "Forms and Attachments", click on the links to the CEC forms; the appropriate forms must be submitted with the Bid.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**EQUAL BENEFITS ORDINANCE AND FORMS**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers/Bidders shall complete and upload the Equal Benefits Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract, the value of which exceeds Five Thousand Dollars (\$5,000.00). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers/Bidders do not need to submit supporting documentation with their bids, Bids or Bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Please refer to the Equal Benefits Ordinance for information regarding the City's requirements. Bidders/Proposers/Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**PROTEST PROCEDURES**

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board of Recreation and Park Commissioners. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Bidder prior to pursuing any legal remedy which may be available. For this reason, no Bidder shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Bidder to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Recreation and Park Commissioners to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests be received prior to the Board's awarding a contract in response to a bid submitted in response to this RFB.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Figueroa Plaza  
221 N. Figueroa St., Suite 300  
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission.

3. If filing a protest against another Bidder, the Board will only consider such protests if it appears that either Bidder may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

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**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Bidder who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

### **BIDDER QUALIFICATIONS PROCESS**

All required qualifications requested below must be provided by the Bidder on a separate document/s.

All Bids submitted will have a Level I and Level II review. The Level I review will focus on whether the Bidder submitted a completed Bid package as required. All required forms will be reviewed for context and required signatures. If Bidder did not provide a completed bid package, they may be deemed non-responsive and possibly may not proceed to a Level II review.

A Level II review will focus on the actual qualifications provided by the bidder on the required minimum work experiences, membership of professional organization, professional liability insurance minimum levels and the presentation of the minimum projects performed as required in the qualification section. All projects submitted will be reviewed and if necessary all references may be contacted to verify accuracy of information provided by Bidder. If Bidder passes both the Level I and Level II review, the award of this contract, if awarded, will be based solely on lowest bid price. Please note that lowest overall bid price will be determined by a weighted average of each line item as described on the bid sheet on pages 19-20.

The intent of this RFB is to identify the best qualified contractor and the lowest bid price to perform such services. This contract will be an as-needed, three (3) year contract to provide RAP with athletic surface inspection, testing and related professional services.

### **MINIMUM BIDDERS QUALIFICATION**

- 1) Bidder must have ten (10) years of experience self-performing third-party athletic field testing which includes but is not limited to *GMAX, Shock Absorption and Vertical Deformation, Rotational Resistance (Traction), Slip Resistance Scale and Deceleration, Vertical Ball Rebound and Ball Roll Tests*. Bidder must provide a job history reflecting work performed going back to April 1, 2011 to current, description of test/s performed, type of equipment used for test (Deltec, Clegg, etc.), valid contact person/s and contact phone numbers who can verify work performed.
- 2) Bidder must currently have Professional Liability Insurance of One Million Dollars (\$1,000,000.00) or more.
- 3) Bidder must own and self-operate independent manufactured equipment not associated to any testing company. No conflict of interest will be allowed as it relates to the Tester's association with the Testing Equipment Manufacturer.

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**Athletic Surface Inspection, Testing and Related Professional Services**

- 4) **Work Experience:** Bidder must provide a list of ten (10) synthetic field projects in the State of California, within the last five (5) years. The Bidder must have performed the following tasks for all qualifying projects:
- a) **Off-site plant material inspections:** Bidder must provide evidence that they have performed a plant material inspection for each project listed. The plant material inspection must have included yarn type verification, determining average yarn denier, verifying manufacturing yarn uniformity and pile height and coloration throughout the manufacturing "run", verifying primary backing, perforation requirements and verifying the urethane coating is consistently applied and the turf and tuft binding is strong. Bidders must provide actual reports generated for client. All client information on report should be blacken out.
  - b) **Field Testing,** which includes GMAX, Shock Absorption and Vertical Deformation, Rotational Resistance (Traction), Slip Resistance Scale and Deceleration, Vertical Ball Rebound and Ball Roll Tests for each project. Bidder must provide copies of at least five (5) reports associated with your qualified listed projects.
  - c) Bidder must have inspected and provided a final report certifying that the fields of each of the ten (10) projects were safe for play. Please include all report copies of all ten (10) fields certified by Bidder.
- 5) Bidder must be a current member of the Sports Turf Managers Association (STMA). Bidder must provide evidence of their current membership affiliation.

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**BID SHEET**

<u>Line Item</u> <u>(City Use Only)</u>	<u>Bid Price</u>	<u>Weighted Average</u>
1) GMAX Test of a field size 0-117,000 sf.	\$ _____	% <u>  5  </u> = \$ _____
2) Shock Absorption and Vertical Deformation Test: Fields 0-117,000 sf.	\$ _____	% <u>  2  </u> = \$ _____
3) Rotational Resistance (Traction) Test for field size 0-117,000 sf.	\$ _____	% <u>  2  </u> = \$ _____
4) Slip Resistance Scale and Deceleration Test for field size 0-117,000 sf.	\$ _____	% <u>  2  </u> = \$ _____
5) Vertical Ball Rebound Test for field size 0-117,000 sf.	\$ _____	% <u>  2  </u> = \$ _____
6) Ball Roll Test for field size 0-117,000 sf.	\$ _____	% <u>  2  </u> = \$ _____
7) Permeability of Synthetic Turf Sports Fields (ASTM F-2898) for field Size of 0-117,000 sf.	\$ _____	% <u>  2  </u> = \$ _____
8) Compaction (ASTM D-1557 or D-698) for field size of 0-117,000 sf.	\$ _____	% <u>  2  </u> = \$ _____
9) Off Site Plant Material Inspection (Per Visit)	\$ _____	% <u>  2  </u> = \$ _____

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

### BID SHEET (CONT..)

<u>Line Item</u>	<u>Bid Price</u>	<u>Weighted</u>
<u>Average</u> (City Use Only)		
<p><b>10) Inspection and testing of one (1) new field Construction project (0-117K sf) which will include all testing (bid items 1-9), off/on site material inspection, submittal review/ approval of athletic field material and attendance of at least five (5) construction meetings.</b></p>	\$ _____	% <u>35</u> = \$ _____
<p><b>11) Inspection and testing of two (2) to four (4) new Field Construction projects (0-117K sf each), which will include all testing (bid items 1-9), off/on site material inspection, submittal review/ approval of athletic field material and attend up to five (5) construction meetings related to the project.</b></p>	\$ _____	% <u>12</u> = \$ _____
<p><b>12) Inspection and testing of one (1) field retrofit project (0-117K sf) which will include the testing listed on (bid items 1-6, 9), off/on site material inspection, submittal review/ approval of athletic field material and attendance of at least five (5) construction meetings.</b></p>	\$ _____	% <u>20</u> = \$ _____
<p><b>13) Inspection and testing of two (2) to four (4) field retrofit projects (0-117K sf) which, will include the testing listed on (bid items 1-6, 9), off/on site material inspection, submittal review/ approval of athletic field material and attendance of at least five (5) construction meetings.</b></p>	\$ _____	% <u>12</u> = \$ _____
<b><u>Grand Total:</u></b>		% <u>100</u> = \$ _____

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED BIDDER**

**MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION CONTRACTS**

All Bidders are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

**PREVAILING WAGES (If Applicable)**

A contract awarded hereunder may require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works' wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM (CONSTRUCTION)**

Bidders/Proposers/Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers/Bidders shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Bidders shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Bidders/Proposers/Bidders are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit. Additionally, Bidders/Proposers/Bidders must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

Bidders/Proposers/Bidders shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Bidders/Proposers/Bidders opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN: [www.labavn.org](http://www.labavn.org).

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

**BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS**

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Bidder will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Bidder's BIP outreach documentation, as described in Exhibit C you need to verify the correct pages), Business Inclusion Program, of this RFB. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Bidder must refer to Exhibit C, Business Inclusion Program of this RFB for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A Bidder's failure to utilize and complete their BIP Outreach as described in Exhibit C may result in their proposal being deemed non-responsive.

**SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP/RFB/RFB will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Bidders shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers/Bidders seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Note: Please see Exhibit D, for The Slavery Disclosure Ordinance Request for Exemption Form.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

### Contractor Responsibility Ordinance

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Bidder shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All Bidders shall complete and return, with their Bid, the Responsibility Questionnaire (Exhibit E), see attachment file for Questionnaire) included in the Exhibit Section. Failure to return the completed questionnaire may result in a Bidder being deemed non-responsive.

(CRO RFB Language – rev 7/1/03)

### ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the ordinance, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its Bids to the responsibility questionnaire within thirty calendar days after any change to the Bids previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

(CRO Contract Language (Rev. 10/01/01))

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –  
Group care for children (may range from twelve (12) to three hundred (300) children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes

**Athletic Surface Inspection, Testing and Related Professional Services**

part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**  
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS**  
Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE**  
System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**  
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS**  
Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**  
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**  
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. **COUNSELING OF A SELF-SUPPORTING CENTER**  
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.
- K. **START-UP OF A SELF-SUPPORTING CENTER**  
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care

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program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

- L. **START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER**  
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.
- M. **FLEXIBLE WORK HOURS**  
Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.
- N. **FLEXIPLACE/WORK-AT-HOME**  
Company offers employees the option to work in their homes; may be available part- or full-time.
- O. **PERMANENT PART-TIME/JOB SHARING**  
Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. **WORK-AT-HOME FOLLOWING MATERNITY LEAVE**  
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q. **UNPAID PARENTAL LEAVE**  
Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. **DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM**  
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Bids, Requests for Bids, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit Bids for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid, proposal or Bid will result in the bid or proposal being deemed unresponsive and being rejected.**

**IRAN CONTRACTING ACT OF 2010**

**Iran Contracting Act of 2010:** In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting Bids for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit Form "H", the "Iran Contracting Act of 2010 Compliance Affidavit" on page 105 of this RFB.

**INSURANCE**

Submission of insurance forms must be submitted within five (5) working days after bid award of each as-needed project.

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**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Page 98, Form A, number ACCORD 25 2001/08) included in the back of this RFB package. Please see the Insurance Requirement on Form A on page 97.
2. **When to submit** normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificate must provide a thirty (30) days' cancellation notice provision (ten [10] days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

**Acceptable Alternatives to Insurance Industry Certificates of Insurance:**

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten [10] days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

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- **Binders and Cover Notes** are also acceptable as interim evidence for up to ninety (90) days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability insurance.

Completed **Insurance Industry Certificates of Insurance** must be electronically submitted to TRACT4LA, (<http://track4la.lacity.org>). It is your responsibility to ensure that the insurance submissions are accepted and approved by the CAO, Risk Management Insurance and Bonds Section. If you any have problems with TRACT4LA insurance submission and approval, please call (213) 978-7475 or (213) 978- RISK for assistance. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

4. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>. If your policy number changes, you must submit a new Additional Insured Endorsement.
5. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration. Please see Form Bin the back of this bid document.
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555. Please see Form A in the back of this bid document.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement. Please see Form A in the back of this bid document.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding,

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caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT. For a copy of the City's required Workers' Compensation Form A in the back of this bid document.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the **Bond Assistance Program Los Angeles** at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

### **PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the City may proceed against Contractor immediately upon default in the performance of the Contract as defined in the agreement. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

Additionally, if a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Submit proof of Performance Bonds to:

City of Los Angeles Department of Recreation and Parks  
Jim Newsom, Contract Administrator  
221 North Figueroa St., Suite 200  
Los Angeles, California, 90012

### **OFFICE OF CONTRACT COMPLIANCE FORMS**

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Bidder. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

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**Request for Bids:**

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Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFB.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration  
Office of Contract Compliance  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

### **CONTRACTOR PARTICIPATION**

The Prime Contractor shall perform 100% of the total project awarded as it relates to athletic surface inspection, testing and related professional services, unless otherwise authorized by the Contract Administrator. Subcontracting may be allowed on a case by case basis.

### **COMMENCEMENT AND COMPLETION OF WORK**

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

### **SAFETY ORDERS**

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFB and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

### **CALIFORNIA STATE BILL (SB) 854 (If Applicable)**

SB 854 took effect in the beginning 2015. All Bidders responding to this RFB must be in compliance with SB 854. Among other requirements of this law, all Bidders, Contractors and Sub-contractors bidding on public works projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All Bidders, Contractors and Sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If awarded Contractor and/or Sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation. More information on SB 854 can be found at the following website: <http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>

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BY RFB SUBMITTAL DEADLINE.**

## **SECURITY GUARD SERVICES**

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and Bids and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer permits form the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

### **Presentation of Documents:**

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

## **SELF-ACCRUAL OF USE TAX PROGRAM**

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR ATHLETIC SURFACE INSPECTION, TESTING AND RELATED PROFESSIONAL SERVICES.***

These or similar Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFB.

**ARTICLE 1  
SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

**ARTICLE 2  
SPECIFICATIONS**

**PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

**ARTICLE 3  
LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

**ARTICLE 4  
MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**ARTICLE 5**  
**NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

**ARTICLE 6**  
**ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

**ARTICLE 7**  
**DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

**ARTICLE 8**  
**LICENSES AND PERMITS**

N/A

**ARTICLE 9**  
**TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

**ARTICLE 10**  
**CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set not to exceed an annual expenditure of Five Hundred Thousand Dollars (\$500,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The inspection and testing 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. The contract awarded through this RFB shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

**ARTICLE 11**  
**TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## Athletic Surface Inspection, Testing and Related Professional Services

**ARTICLE 12**  
**SUBCONTRACT APPROVAL**

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

**12.1 SUBLETTING AND SUBCONTRACTORS**

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

1. All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
  - A. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or RAP's Upper Management may approve any subcontractor changes.
2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
  - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
  - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one percent (1%) of the Contractor's total original bid or Ten Thousand Dollars (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one percent (1%) of the Contractor's total original bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
5. All requests for approval of Subcontractors must contain the following information:

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

- A. Project Name
  - B. Project Work Order Number
  - C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
  7. Failure to obtain approval of the Department in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
  8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousands (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
  9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of the Department acting on behalf of the Board of Recreation and Parks. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
  10. Failure of the Contractor to request and obtain approval from the Department for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
  11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
    - A. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

## **12.2 SUBSTITUTION**

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

1. When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
2. When the listed Subcontractor becomes bankrupt or insolvent.
3. When the listed Subcontractor fails or refuses to perform its subcontract.
4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
5. When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
6. When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
7. When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
8. When the sub-contractor is not registered with the Department of Industrial Relations., per State Bill 854 of 2014, Labor Code 1725.5 et al.:

"1771.1(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor"

"In addition, SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### **12.3 ASSIGNMENT**

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the explicit written consent of the RAP.

### **12.4 PENALTIES**

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than ten percent (10%) of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

### **12.5 SUBMITTAL**

Before commencing any work, the Contractor shall submit to the Department for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

## **ARTICLE 13**

### **PRIOR NOTICE OF IMPENDING LABOR DISPUTE**

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

## **ARTICLE 14**

### **WARRANTY**

The CONTRACTOR warrants that the services provided hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

## **ARTICLE 15**

### **PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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**Athletic Surface Inspection, Testing and Related Professional Services**

non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 16  
REPRESENTATIVES FOR THE PARTIES**

**CONTRACTOR'S REPRESENTATIVE**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Emergency/Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**PERSON TO CONTACT FOR CONSTRUCTION SERVICES:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Emergency/Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CITY'S REPRESENTATIVE**

**Jim Newsom  
Department of Recreation and Parks  
Contracts, Finance Division  
221 North Figueroa St., 2<sup>nd</sup> Floor  
Los Angeles, California, 90012  
Phone: 213-202-2678  
Fax # 213-202-2612 (Coversheet Required)  
E-mail: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)**

**ARTICLE 17  
CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

**ARTICLE 18  
INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of the CONTRACTOR.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**ARTICLE 19**  
**OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

**ARTICLE 20**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause. Requirements are defined on Page 57-60 and are included herein by reference.

**ARTICLE 21**  
**SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

**ARTICLE 22**  
**FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**ARTICLE 23**  
**SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

**ARTICLE 24**  
**GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**ARTICLE 25**  
**LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

**ARTICLE 26**  
**INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA™ at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

**27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

**27.2 Insurance**

**27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto on Page 97 (Form Gen. 146IR Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**ARTICLE 27**  
**CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement that is attached hereto as Form D (Page 102) and incorporated herein by this reference.

**ARTICLE 28**  
**CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached to hereto as Form E and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**ARTICLE 29**  
**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE**  
**“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”**

- A. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
1. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
  2. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

- a. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
  - b. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
3. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  4. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed pledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  5. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation, which is included in Exhibit A and made a part hereof, in a conspicuous place.
  6. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  7. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be

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**Request for Bids:**

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placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

**D. Earned Income Tax Credit**

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

**Grant Funded Applications**

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

**ARTICLE 30**

**AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto as FORM E (Page 103) and incorporated herein by this reference.

**ARTICLE 31**

**EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on of this Contract, Bidders are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

**ARTICLE 32**

**CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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**Athletic Surface Inspection, Testing and Related Professional Services**

**ARTICLE 33**

**CLEAN AIR/CLEAN WATER**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h) section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**ARTICLE 34**

**ORDER OF PRECEDENCE**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- Addenda, change orders, supplemental instructions and approved contract revisions
- The Contract Specifications
- General Standard Specifications for Public Works Constructions
- CONTRACTOR's bid
- Referenced Specification
- Federal and State Requirements

**ARTICLE 35**

**SAFETY REQUIREMENTS**

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

**ARTICLE 36**

**ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**ARTICLE 37**

**PREVAILING WAGES**

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

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**Athletic Surface Inspection, Testing and Related Professional Services**

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

**ARTICLE 38**

**CALIFORNIA STATE BILL (SB) 854**

SB 854 took effect in beginning 2015. All contractors and sub-contractors bidding on any public works projects must be in compliance with SB 854. Among other requirements of this law, all contractors and sub-contractors bidding on public works projects must be register with the state and pay the required annual fee to the Department of Industrial Relations (DIR). All contractors and sub-contractors must be in compliance with SB 854 and remain current during the terms of this contract. If contractor and/or sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation.

**ARTICLE 39**

**STANDARD PROVISIONS FOR CITY CONTRACTS**

The City of Los Angeles' Standard Provisions for City Contracts ("Standard Provisions"), attached hereto, is hereby integrated into and made part of this Contract. The CONTRACTOR shall abide by the terms of the Standard Provisions unless and to the extent a term of the Standard Provisions conflicts with another term in this Contract.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number: [ ] \_\_\_\_\_

Signature: \_\_\_\_\_

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## **LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

**I. Corporate or Main Office Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. Total Number of Employees in the Organization:** \_\_\_\_\_

**III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:**

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within the**

**City:** \_\_\_\_\_ ; **Percentage Residing in the City:** \_\_\_\_\_

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET**  
**CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project \_\_\_\_\_  
Location of Project \_\_\_\_\_  
Project Description \_\_\_\_\_  
Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_  
Awarding Agency \_\_\_\_\_  
Awarding Agency Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_  
Awarding Agency Project Liaison \_\_\_\_\_  
Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_  
Location of Project \_\_\_\_\_  
Project Description \_\_\_\_\_  
Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_  
Awarding Agency \_\_\_\_\_  
Awarding Agency Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_  
Awarding Agency Project Liaison \_\_\_\_\_  
Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

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Name of Project \_\_\_\_\_  
Location of Project \_\_\_\_\_  
Project Description \_\_\_\_\_  
Amount of the Contract \_\_\_\_\_ Duration in Months \_\_\_\_\_  
Awarding Agency \_\_\_\_\_  
Awarding Agency Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Awarding Agency Telephone Number (Include Area Code) \_\_\_\_\_  
Awarding Agency Project Liaison \_\_\_\_\_  
Project Liaison Telephone Number (Include Area Code) \_\_\_\_\_

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET  
CONTRACTOR MUST USE THIS FORM**

Bidders are required to complete the following reference information. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**DEPARTMENT OF RECREATION AND PARKS**

**INFORMATION RELEASE FORM**

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid 3 to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street, City, State Zip

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) Employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Seventy-One Thousand, Eight Hundred Seventy Dollars (\$471,870.00) (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).  
 (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).  
 (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).  
 (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). **REQUIRES COUNCIL APPROVAL.**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a ninety (90) day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollar (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90) day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during a ninety (90) day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90) day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
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**Athletic Surface Inspection, Testing and Related Professional Services**

**7. Does the successor contractor have to retain all the prior contractor's**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the Office of Contract Compliance web site at [www.lacity.org/bca](http://www.lacity.org/bca).

Service Contractor Worker Retention Ordinance Summary (06/06)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## **REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Bidder has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Bid documents for this contract.

---

Contractor or Name of Company

---

By: (Signature)

---

Date

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## **EQUAL BENEFITS ORDINANCE**

Bidders/Proposers/Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers/ Bidders shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract, the value of which exceeds Five Thousand Dollars (\$5,000.00). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers/ Bidders do not need to submit supporting documentation with their bids, Bids or Bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers/ Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND  
AFFIRMATIVE ACTION PROGRAM  
(CONSTRUCTION)**

Bidders/Proposers/ Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers/BIDDERS shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/BIDDERS shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four [4] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Bidders/Proposers/BIDDERS are required to complete the City of Los Angeles Affirmative Action Plan Affidavit. Additionally, Bidders/Proposers/BIDDERS must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

Bidders/Proposers/ Bidders shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Bidders/Proposers/BIDDERS opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. [www.labavn.org](http://www.labavn.org)

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## Athletic Surface Inspection, Testing and Related Professional Services

## CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES  
CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority under Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

### II. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### III. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

Form OCC/ND-BEP-1 (7/11)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

COMPANY NAME	AUTHORIZED SIGNATURE
ADDRESS	NAME AND TITLE (TYPE OR PRINT)
CITY, COUNTY, STATE, ZIP	TELEPHONE-NUM.

Form OCC/ND-EEP-1 (7/11)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**  
**Athletic Surface Inspection, Testing and Related Professional Services**

**CONTRACTOR DECLARATION**

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

**Requirements For Construction Contractors ONLY**

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an Anticipated Employment Utilization Report (AEUR) with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER	TITLE
E-MAIL	PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ at \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE)

COMPANY NAME	TELEPHONE/E-MAIL
AUTHORIZED SIGNATURE	ADDRESS
NAME AND TITLE (TYPE OR PRINT)	CITY, COUNTY, STATE, ZIP

OCC-AA-1 (Rev 6-5-12)

2

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

# EXHIBITS A – E INDEX

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**EXHIBIT A**

LW-13

**LWO -DEPARTMENTAL EXEMPTION APPLICATION  
 EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL**



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1980

**Bidder Certification  
 CEC Form 50**

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
Name of Bidder:	Phone:
Address:	
Email:	

**CERTIFICATION**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT B**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## Athletic Surface Inspection, Testing and Related Professional Services

## Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

## Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

	City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 126 (213) 578-1980	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">CEC Form 55</h3>
<i>This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.</i>		
<input type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Bid/Contract/BAVN Number (or other identifying information if no number): _____	Date Bid Submitted: _____	
Description of Contract: _____		
Awarding Authority (Department): _____		
<h3>BIDDER</h3> Name: _____ Address: _____ Email (optional): _____ Phone: _____ State Contractor ID: _____ <small><i>State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".</i></small>		
<h3>PRINCIPALS</h3> Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
<input type="checkbox"/> _____ additional sheets are attached. <input type="checkbox"/> Bidder is an individual and no other principals exist.		

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:  
Athletic Surface Inspection, Testing and Related Professional Services**



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1950

## Prohibited Contributors (Bidders) CEC Form 55

### SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets (are attached).

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Prohibited Contributors (Bidders) CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

### CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**EXHIBIT C – BUSINESS INCLUSION PROGRAM (BIP)**

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)  
FOR A REQUEST FOR BIDS (RFB)**

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFB Bid submittal deadline.

The Department of Recreation and Park's anticipated levels of

MBE Participation:	<u>18 %</u>
WBE Participation:	<u>4 %</u>
SBE Participation:	<u>25 %</u>
EBE Participation:	<u>8 %</u>
DVBE Participation:	<u>3 %</u>

NOTE: It is recognized that it is not possible at the time of submission of the RFB Bid to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFB. BIP Outreach Program information and/or assistance may be obtained through the Department of Recreation and Park at 213-202-2678 and/or 818-756-9406.

**SUMMARY**

This policy sets forth the City of Los Angeles' rules and procedures to be followed by Bidders on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that Bidders for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the RFB Bid submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the City of Los Angeles for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the City on a contractual basis. This BIP is set forth in this policy Statement. Bidders to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the Bid non-responsive and result in its rejection.**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenues does not exceed Seven Million Dollars (\$7,000,000.00).
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00).
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one (1) or more disabled veterans.
5. **Other Business Enterprise (OBE):** For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. **Minority person:** For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. **Disabled Veteran:** For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least ten percent (10%) or more, and the veteran must reside in California.
8. **Certification must be current on the date the task work order for the project is assigned if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 South Broadway Street, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>
2. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA95814  
Telephone (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
3. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
4. Southern California Minority Business Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA90017  
Telephone: (213)689-6960 Fax: (213) 689-1707  
Internet address: [www.scmdbdc.org](http://www.scmdbdc.org)

9. Business Inclusion Program Outreach Documentation: The Bidder must take affirmative steps prior to submission of their RFB Bid to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the Bid non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

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12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
  - e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
  - f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
  - g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a sub-consultant by a Joint Venture Bidder.
  - h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

## Athletic Surface Inspection, Testing and Related Professional Services

A.

**BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFB Bidders alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A Bidder's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Web page ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFBs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disBid or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFB Bid non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Jim Newsom from the Department of Recreation and Parks at [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m., Monday-Friday), call The Department of Recreation and Parks at 213-202-2678.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

*Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore, submission by a third party will result in the bidder being deemed non-responsive.*

1	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the City to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 69-83 herein and to have the proposer meet the sub-consulting expectations for the project.

2	<b>ATTENDED PRE-BID MEETING</b>
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

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**Required Documentation:** An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

**Note:** If the RFB states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

<b>3</b>	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The proposer has identified the minimum number, as determined by RAP, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for sub-consultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFB Bid being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

<b>4</b>	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFB Bids are required to be submitted. In all instances, proposers must document that invitations for sub-consulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Notifications must contain areas of work anticipated to be sub-consulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

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# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFB Bid being deemed non-responsive.

**Note:** Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB Bid submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant Bids. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

<b>5</b>	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The proposer provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFBs, making a copy of the RFB available to potential sub-consultants will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB Bid submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

<b>6</b>	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or Bids submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of bids or Bids received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Required Documentation:**

- a. Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b. An online Summary Sheet organized by work area, listing the following:
  - 1) The Bids and/or bids received;
  - 2) The name of the subconsultant who submitted the bid/quote;
  - 3) A brief reason given for selection/non-selection as a subconsultant;
- c. Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFB Bid submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFB Bid being deemed non-responsive.

**Note:** For the purposes of this RFB only, letters of intent acknowledging a potential sub-consultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFB Bid submittal. Proposers will not be able to edit their summary sheet on the BAVN's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFB Bid submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFB submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB Bid submittal deadline.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

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Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant Bids or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the Bid due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

**D. AWARD OF CONTRACT**

The Awarding Authority reserves the right to reject any and all RFB Bids. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE sub-consultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential sub-consultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all sub-consultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority or its designee for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the sub-consultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:

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1. Name of company contacted; contact person and telephone number; date and time of contact.
  2. Bid for each item of work which was solicited, including dollar amounts.
  3. Reason for selection or rejection of sub-bid prospect.
  4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Awarding Authority for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
- b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Sub-consultants (Schedule A)

Proposers shall submit with their RFB Bid the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided here in as Schedule A. The proposer shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific bid. This list is considered the proposers list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the proposer will list multiple potential subconsultants for each specific area of work. Proposers are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the proposer has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the proposer will be expected to perform

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

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an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitution" of this document.

2. Task Work Order List of Sub-consultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each Task Work Order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the task work order.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Awarding Authority to reject all Bids in accordance with Charter Section 371.

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

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**Schedule A**

**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS**  
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Name of Consultant/Contractor: \_\_\_\_\_

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

**NOTE:** I hereby declare that I will be utilizing this list to solicit Bids from these subconsultants before responding to (a specific project/individual Task Work Orders) under the *Request for Bid, Athletic Surface Inspection, Testing and Related Professional Services.*

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST BE SUBMITTED WITH BID**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

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**SCHEDULE B**  
**TASK WORK ORDER LIST OF SUBCONSULTANTS**  
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>	<b>Work Order Number</b>
----------------------	--------------------------

<b>Contractor</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

<b>LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)</b>				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="text-align: center; margin-bottom: 20px;">           _____            Signature of Person Completing this Form         </div> <div style="text-align: center; margin-bottom: 20px;">           _____            Printed Name of Person Completing this Form         </div> <div style="display: flex; justify-content: space-around;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-around;"> <span>Title</span> <span>Date</span> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**SCHEDULE C  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

<b>MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)</b>					
<b>NAME OF SUBCONTRACTOR</b>	<b>MBE/WBE/ SBE/EBE/ DVBE/OBE</b>	<b>ORIGINAL SUBCONTRACT AMOUNT</b>	<b>THIS INVOICE (AMOUNT NOW DUE)</b>	<b>INVOICED TO DATE (INCLUDE THIS INVOICE)</b>	<b>SCHEDULED PARTICIPATION TO DATE</b>

<b>CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE</b>			<b>Signature of Person Completing this Form:</b>	
	<b>DOLLARS</b>	<b>PERCENT</b>	_____	
<b>TOTAL MBE PARTICIPATION</b>	\$	%	<b>Printed Name of Person Completing this Form:</b>	
<b>TOTAL WBE PARTICIPATION</b>	\$	%	_____	
<b>TOTAL SBE PARTICIPATION</b>	\$	%	<b>Title:</b>	<b>Date:</b>
<b>TOTAL EBE PARTICIPATION</b>	\$	%	_____	
<b>TOTAL DVBE PARTICIPATION</b>	\$	%	_____	
<b>TOTAL OBE PARTICIPATION</b>	\$	%	_____	

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services** Request for Bids:

**MUST BE SUBMITTED WITH EACH INVOICE**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**SCHEDULE D  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

Name, Address, Telephone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SUBMIT WITHIN 15 DAYS OF TASK WORK ORDER COMPLETION**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**EXHIBIT D – SDO EXEMPTION**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

Athletic Surface Inspection, Testing and Related Professional Services

SDO EXEMPTION

CITY OF LOS ANGELES
Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 Fax: (213) 847-2777

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

Section 1: Awarding Department

Name of contact person: Title:
Department: Phone:
Signature: Date:

Section 2: Contractor and Contract Information

Company Name: Federal ID #:
Company Address:
City: State: Zip:
Purpose: SAVN Contract ID:
Start Date: End Date: Amount:

Section 3: Basis for Exemption - Check one. A memorandum must be attached explaining why exemption is justified.

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY
Approved: Not Approved. (See attached memorandum.)
OCC Analyst: Date:

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL
Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.
Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.
Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.
Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.
Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).
Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.
Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.
Contracts entered into pursuant to Charter Section 371(e)(7).

IMPORTANT - BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

**EXHIBIT E**  
**CITY OF LOS ANGELES**  
**PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE FORM**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three (3) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority. The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty (30) calendar days, updated Bids to the Responsibility Questionnaire if any change occurs which would change any Bid contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

---

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract

Number SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

**BIDS TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**  
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidder or Bidders that submit Bids on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the Bid non-responsive. All Bids must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the Bids inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

---

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number and Project Title (if applicable)		Bid Date

---

**BIDDER/CONTRACTOR INFORMATION**

---

Bidder/Proposer Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

---

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the Bids since the last Responsibility Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

---

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

**Print Name, Title**

**Signature**

**Date**

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: \_\_\_\_\_**

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

Athletic Surface Inspection, Testing and Related Professional Services

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your Bid to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT - BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes     No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes     No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner, or other officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes     No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4.  
Are  
any

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

of

your firm's licenses held in the name of a corporation or partnership?

Yes     No

If **Yes**, list on Attachment A the name of the corporation that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The Bids to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## Athletic Surface Inspection, Testing and Related Professional Services

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied bonding?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

7. Is your company in the process of, or in negotiations toward, being sold?

Yes  No

If **Yes**, explain the circumstances on Attachment B.

**E. INSURANCE**

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If **Yes**, explain the circumstances on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a Workers' Compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no Workers' Compensation insurance policy in effect.

- Workers' Compensation Insurance Policy Currently in Effect**  
 **Legally Self-Insured**  
 **No Workers' Compensation Policy Currently in Effect**

If you have no workers' compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your Workers' Compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR-1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: \_\_\_\_\_ EMR-1: \_\_\_\_\_ YR 2: \_\_\_\_\_ EMR-2: \_\_\_\_\_ YR. 3: \_\_\_\_\_ EMR-3:

11. Within the past five years, has your firm ever had employees but was without Workers' Compensation insurance or state approved self-insurance?

**Yes**  **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance. If **No**, attach a statement from your Workers' Compensation insurance provider that you have been continuously insured for the past five years.

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes  No

If **Yes**, list on Attachment B, all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in Bid to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

14. List on Attachment B, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding. For each contract listed in Bid to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.
- \*\*\*\*  Check the box if you have not had any similar contracts in the last five years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?  
 Yes  No

If **Yes**, explain on attachment B the circumstances surrounding each instance.

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes  No

If **Yes**, explain on attachment B the circumstances surrounding each instance.

17. In the past five years, has your firm been debarred or determined to be a non-responsible Bidder or contractor?  
 Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**G. DISPUTES**

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your Bid: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?  
 Yes  No

(b) Work performance on a contract?  
 Yes  No

(c) Employment-related litigation brought by an employee?  
 Yes  No

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

19. Does your firm have any outstanding judgments pending against it?  
 Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each issue.

20. In the past five years, has your firm been assessed liquidated damages on a contract?  
 Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

**H. COMPLIANCE**

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C. For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.  
  
 Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, in the past five years, has your firm or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?  
 Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?  
 Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**I. BUSINESS INTEGRITY**

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentations(s)?

Yes       No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes       No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes       No

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the Bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes       No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

**I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the Bids contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in Bid to this Questionnaire is true and accurate to the best of my knowledge and belief.**

\_\_\_\_\_  
**Print Name, Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Athletic Surface Inspection, Testing and Related Professional Services**

**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

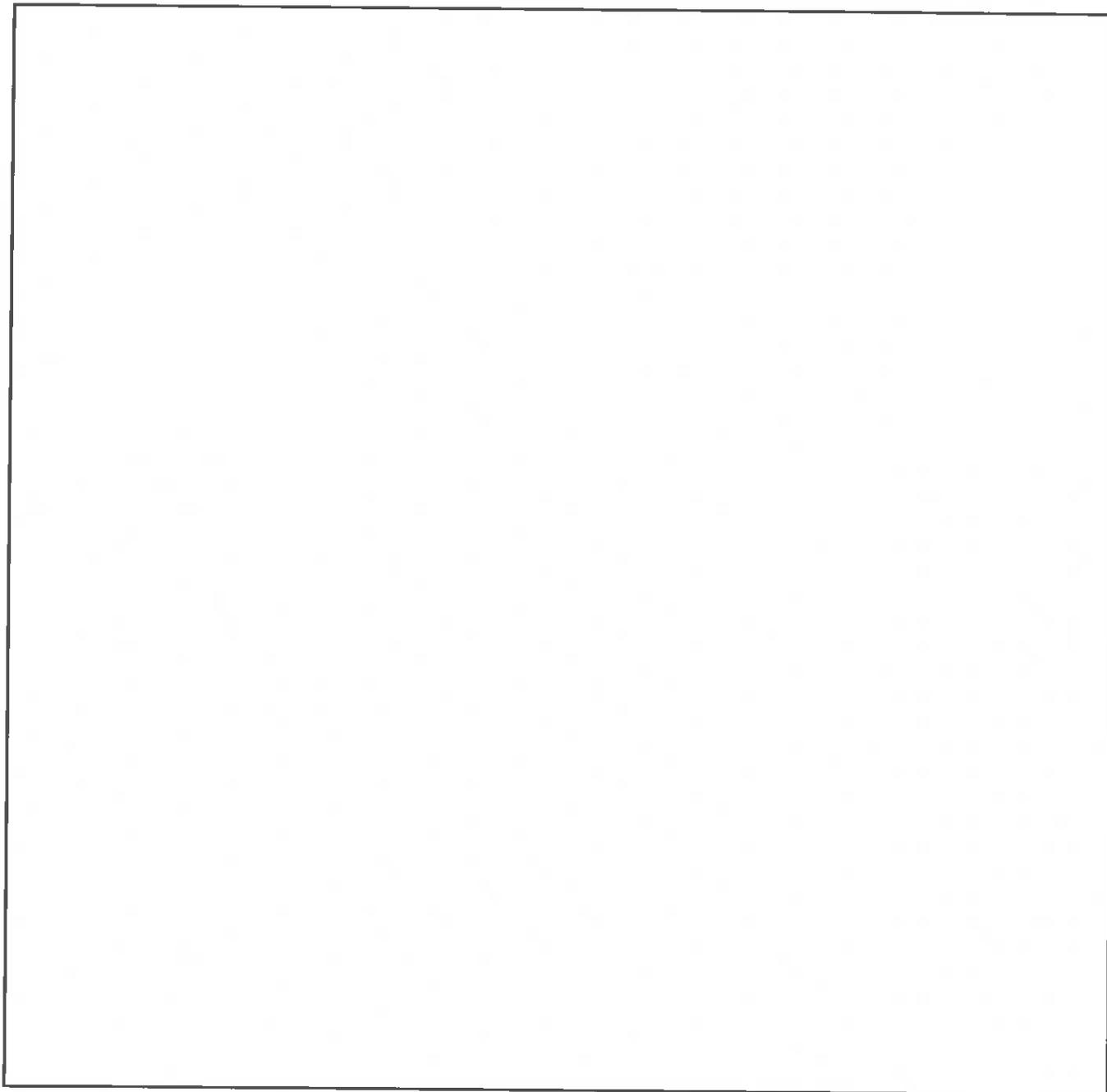
Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**ATTACHMENT B FOR SECTIONS D THROUGH I**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_



Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

## Athletic Surface Inspection, Testing and Related Professional Services

## ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Raiph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

Responsibility Questionnaire (Rev. 1/25/12)

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

# **FORM A – G INDEX**

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

Athletic Surface Inspection, Testing and Related Professional Services

Required Insurance and Minimum Limits

Name: RFB - Athletic Surface Inspection, Testing and Related Professional Services

Date: 02/22/2016

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<input checked="" type="checkbox"/>	Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers Jones Act	
<input checked="" type="checkbox"/>	General Liability	<u>\$1,000,000</u>
<input type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>		
<input type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/>	Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>		
<input type="checkbox"/>	Pollution Liability	
<input type="checkbox"/>		
<input type="checkbox"/>	Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	

Other: 1) If contractor has no employees and decides to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**IMPORTANT - BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**



**IMPORTANT**

if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## FORM B

### City of Los Angeles Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
 of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgment, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:

**Declaration**  
 The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(City)  
 \_\_\_\_\_ and \_\_\_\_\_  
(Signature) (Signature)  
 \_\_\_\_\_ and \_\_\_\_\_  
(Print name and title) (Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:

Athletic Surface Inspection, Testing and Related Professional Services

FORM C
CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name, Telephone No., Business Address, Signature, Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One: DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? YES NO

If YES, please attach a copy

Part Two: DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE? If YES, please check which from(s) of assistance. Level I Assistance, Level II Assistance, Level III Assistance

I HAVE READ AND COMPLETED:

(Signed) For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Date Filed: Expiration Date: Do not write in this space

**FORM D**

**City of Los Angeles  
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

**This document must be returned with the Proposal/Bid/ Bid**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

\_\_\_\_\_  
City/County/State Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

\_\_\_\_\_  
Signature of Authorized Officer or Representative Print Name

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

---

Title

Telephone Number

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

FORM E

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

- 1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

IMPORTANT - BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.

**Request for Bids:**

**Athletic Surface Inspection, Testing and Related Professional Services**

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SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

**FORM F  
NON-COLLUSION AFFIDAVIT TO ACCOMPANY BIDS**

I/We, \_\_\_\_\_

being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_ (Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of \_\_\_\_\_ (Name of firm  
/ business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of Bids the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month / Year) (Title)

\_\_\_\_\_  
(Notary Public) (Date)

BIDS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE  
CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)  
BY RFB SUBMITTAL DEADLINE.**

## FORM G

### IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting Bids for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000.00) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

**IMPORTANT – BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFB SUBMITTAL DEADLINE.**

REPORT OF GENERAL MANAGER

NO. 16-089

DATE April 06, 2016

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED LANDSCAPE CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIR SERVICES — CONTRACT AMENDMENTS (VARIOUS)

R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_  
V. Israel \_\_\_\_\_

K. Regan \_\_\_\_\_  
\*N. Williams NDW

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to each of the seven (7) contracts listed in Attachment A, substantially in the form on file in the Board Office, between the City of Los Angeles Department of Recreation and Parks (RAP) and each of the listed contractors for landscape construction, retrofit, maintenance and/or repair services, to extend the term of each contract from three (3) years to five (5) years, subject to approval of the Mayor in accordance with Executive Directive No. 3, of the City Council, and of the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more economical and feasible to secure these services by contract;
3. Direct the Board Secretary to transmit forthwith each proposed Amendment to the Mayor in accordance with Executive Directive No. 3 and, concurrently to the City Attorney, for review and approval as to form; and
4. Authorize the Board President and Secretary to execute each Amendment upon receipt of the necessary approvals.

SUMMARY:

RAP continues to have a need for landscape construction, retrofit, maintenance and/or repair services that staff cannot provide; therefore, one (1) or more landscape contractors are required. Currently, RAP has seven (7) landscaping contracts in place to perform current and future construction projects such as the installation of new vegetation and retrofitting sports fields. Many of

## REPORT OF GENERAL MANAGER

PG. 2

NO. 16-089

our park facilities require continued landscaping upgrades and modifications to offer park patrons a safe and aesthetically pleasing experience. Additionally, RAP has been charged with providing landscaping and maintenance of public buildings, such as libraries, fire and police facilities and sites under the purview of the General Services Department. There are approximately one hundred fifty non-RAP facilities that need ongoing maintenance.

The current contracts for the firms listed on Attachment A are set to expire on June 4, 2016. RAP requests that the Board approve the Amendments to extend the term of the contracts by two (2) years, making the total contract length five (5) years and the expiration date June 4, 2018.

Amending the term of these contracts will allow RAP to continue using contractors with landscape construction and maintenance expertise and resources that the Department lacks. RAP operates over four hundred park properties and approximately two-thirds of them are more than forty years old. Many projects are time sensitive due to the grant requirements for expenditure of funds. These parks service more than one million patrons annually. Because the contracts are set to expire June 4, 2016, RAP does not have sufficient time to conduct the Request for Qualifications (RFQ) process. During the contract extension period, RAP will prepare an RFQ for landscape construction, retrofit, maintenance and/or repair services.

Currently, RAP does not have the necessary staff, expertise and equipment to perform landscape construction, retrofit, maintenance and/or repair services at its numerous park facilities. Having access to on-call, pre-qualified contractors who specialize in landscape construction, retrofit, maintenance and/or repair services will help ensure that RAP facilities are maintained in a safe operating condition with reduced interruption to public use when landscape construction, retrofit, maintenance and/or repair services are needed.

RAP is seeking authorization to prepare Amendments for each of the seven (7) contracts. The two (2) year extension increases the total term of each contract to five (5) years; thus, City Council approval is required. All other terms and conditions of the contracts remain unchanged.

Funding for projects will be provided from various funding sources including, but not limited to, Proposition A, Proposition K, Quimby, and Proposition 40.

### FISCAL IMPACT STATEMENT:

Executing these Amendments has no impact to the Department's General Fund. The funds to be expended will be on an as-needed, per-project basis. The Department also receives monies from the City's General Fund to offset the costs associated with public building landscaping.

This report was prepared by Sharon J. Thomas, Management Analyst II, Finance Division.

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
FINANCE DIVISION  
LANDSCAPE CONSTRUCTION CONTRACTS**

ATTACHMENT A

<b>CONTRACTOR</b>	<b>ADDRESS</b>	<b>CONTRACT NO.</b>	<b>START DATE</b>	<b>CURRENT END DATE</b>
Accu Construction , Inc.	2098 S. Grand Ave., Ste A Santa Ana, CA 92705	3452	6/5/2013	6/4/2016
American Landscape	7013 Owensmouth Avenue Canoga Park, CA 91303	3448	6/5/2013	6/4/2016
Sani Group Inc. dba BMC Landscape Management	21004 Nordhoff Street Chatsworth, CA 91311	3449	6/5/2013	6/4/2016
Commercial Paving & Coating	2809 West Avenue 37 Los Angeles, CA 90065	3447	6/5/2013	6/4/2016
Earth Sculptures, Inc.	207 North Primrose Lane Indio, CA 92203	3450	6/5/2013	6/4/2016
Landscapes Unlimited, LLC	1201 Aries Drive Lincoln, NE 68512	3451	6/5/2013	6/4/2016



**AMENDMENT  
TO CONTRACT NO. 3447  
FOR  
LANDSCAPE CONSTRUCTION, RETROFIT, MAINTENANCE and/or REPAIRS AT  
VARIOUS PARK FACILITIES**

THIS AMENDMENT TO CONTRACT NO. 3447 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 COMMERCIAL PAVING AND COATING, INC., a corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on June 5, 2013, the CITY and CONTRACTOR entered into CONTRACT NO. 3447 ("CONTRACT") for Landscape Construction, Retrofit, Maintenance and/or Repair services at various Department of Recreation and Parks ("DEPARTMENT") facilities; and,

WHEREAS, the CONTRACT will expire on June 4, 2016, and the expertise of CONTRACTOR is still required and it is the desire of CITY to continue services with the CONTRACTOR who has demonstrated its capability to perform quality Landscape Construction, Retrofit, Maintenance and/or Repair services; and,

WHEREAS, the principal purpose of CITY entering into this AMENDMENT is to continue to utilize the expertise and services of CONTRACTOR in ongoing and future DEPARTMENT projects; and,

WHEREAS, in accordance with a Charter 1022 determination, the CITY finds that the Department does not have sufficient personnel available in its employ to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that the CONTRACT be amended as follows:

1. SECTION 2. TERM OF CONTRACT

Delete the Section in its entirety and replace with:

"The term of this contract shall be five (5) years from the date of execution subject however to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts."

All other terms and conditions of the CONTRACT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT NO. 3447 to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016

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 \_\_\_\_\_, 2016

Commercial Paving And Coating

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL N. FEUER,,  
City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

**AMENDMENT  
TO CONTRACT NO. 3448  
FOR  
LANDSCAPE CONSTRUCTION, RETROFIT, MAINTENANCE and/or REPAIRS AT  
VARIOUS PARK FACILITIES**

THIS AMENDMENT TO CONTRACT NO. 3448 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 AMERICAN LANDSCAPE INC., a corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on June 5, 2013, the CITY and CONTRACTOR entered into CONTRACT NO. 3448 ("CONTRACT") for Landscape Construction, Retrofit, Maintenance and/or Repair services at various Department of Recreation and Parks ("DEPARTMENT") facilities; and,

WHEREAS, the CONTRACT will expire on June 4, 2016 and the expertise of CONTRACTOR is still required and it is the desire of CITY to continue services with the CONTRACTOR who has demonstrated its capability to perform quality Landscape Construction, Retrofit, Maintenance and/or Repair services; and,

WHEREAS, the principal purpose of CITY entering into this AMENDMENT is to continue to utilize the expertise and services of CONTRACTOR in ongoing and future DEPARTMENT projects; and,

WHEREAS, in accordance with a Charter 1022 determination, the CITY finds that the Department does not have sufficient personnel available in its employ to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that the CONTRACT be amended as follows:

1. SECTION 2. TERM OF CONTRACT

Delete the Section in its entirety and replace with:

"The term of this contract shall be five (5) years from the date of execution subject however to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts."

All other terms and conditions of the CONTRACT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT NO. 3448 to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016

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 \_\_\_\_\_, 2016

American Landscape Inc.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL N. FEUER,,  
City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

**AMENDMENT  
TO CONTRACT NO. 3449  
FOR  
LANDSCAPE CONSTRUCTION, RETROFIT, MAINTENANCE and/or REPAIRS AT  
VARIOUS PARK FACILITIES**

THIS AMENDMENT TO CONTRACT NO. 3449 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 Sani Group Inc. dba BMC LANDSCAPE MANAGEMENT, INC., a corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on June 5, 2013, the CITY and CONTRACTOR entered into CONTRACT NO. 3449 ("CONTRACT") for Landscape Construction, Retrofit, Maintenance and/or Repair services at various Department of Recreation and Parks ("DEPARTMENT") facilities; and,

WHEREAS, the CONTRACT will expire on June 4, 2016 and the expertise of CONTRACTOR is still required and it is the desire of CITY to continue services with the CONTRACTOR who has demonstrated its capability to perform quality Landscape Construction, Retrofit, Maintenance and/or Repair services; and,

WHEREAS, the principal purpose of CITY entering into this AMENDMENT is to continue to utilize the expertise and services of CONTRACTOR in ongoing and future DEPARTMENT projects; and,

WHEREAS, in accordance with a Charter 1022 determination, the CITY finds that the Department does not have sufficient personnel available in its employ to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that the CONTRACT be amended as follows:

1. SECTION 2. TERM OF CONTRACT

Delete the Section in its entirety and replace with:

"The term of this contract shall be five (5) years from the date of execution subject however to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts."

All other terms and conditions of the CONTRACT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT NO. 3449 to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016

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 \_\_\_\_\_, 2016

BMC Landscape Management, INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL N. FEUER,,  
City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

**AMENDMENT  
TO CONTRACT NO. 3450  
FOR  
LANDSCAPE CONSTRUCTION, RETROFIT, MAINTENANCE and/or REPAIRS AT  
VARIOUS PARK FACILITIES**

THIS AMENDMENT TO CONTRACT NO. 3450 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 EARTH SCULPTURES, INC., a corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on June 5, 2013, the CITY and CONTRACTOR entered into CONTRACT NO. 3450 ("CONTRACT") for Landscape Construction, Retrofit, Maintenance and/or Repair services at various Department of Recreation and Parks ("DEPARTMENT") facilities; and,

WHEREAS, the CONTRACT will expire on June 4, 2016 and the expertise of CONTRACTOR is still required and it is the desire of CITY to continue services with the CONTRACTOR who has demonstrated its capability to perform quality Landscape Construction, Retrofit, Maintenance and/or Repair services; and,

WHEREAS, the principal purpose of CITY entering into this AMENDMENT is to continue to utilize the expertise and services of CONTRACTOR in ongoing and future DEPARTMENT projects; and,

WHEREAS, in accordance with a Charter 1022 determination, the CITY finds that the Department does not have sufficient personnel available in its employ to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that the CONTRACT be amended as follows:

1. SECTION 2. TERM OF CONTRACT

Delete the Section in its entirety and replace with:

"The term of this contract shall be five (5) years from the date of execution subject however to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts."

All other terms and conditions of the CONTRACT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT NO. 3450 to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016

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 \_\_\_\_\_, 2016

Earth Sculptures, Inc.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL N. FEUER,,  
City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

**AMENDMENT  
TO CONTRACT NO. 3451  
FOR  
LANDSCAPE CONSTRUCTION, RETROFIT, MAINTENANCE and/or REPAIRS AT  
VARIOUS PARK FACILITIES**

THIS AMENDMENT TO CONTRACT NO. 3451 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 LANDSCAPES UNLIMITED, LLC, a corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on June 5, 2013, the CITY and CONTRACTOR entered into CONTRACT NO. 3451 ("CONTRACT") for Landscape Construction, Retrofit, Maintenance and/or Repair services at various Department of Recreation and Parks ("DEPARTMENT") facilities; and,

WHEREAS, the CONTRACT will expire on June 4, 2016 and the expertise of CONTRACTOR is still required and it is the desire of CITY to continue services with the CONTRACTOR who has demonstrated its capability to perform quality Landscape Construction, Retrofit, Maintenance and/or Repair services; and,

WHEREAS, the principal purpose of CITY entering into this AMENDMENT is to continue to utilize the expertise and services of CONTRACTOR in ongoing and future DEPARTMENT projects; and,

WHEREAS, in accordance with a Charter 1022 determination, the CITY finds that the Department does not have sufficient personnel available in its employ to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that the CONTRACT be amended as follows:

1. SECTION 2. TERM OF CONTRACT

Delete the Section in its entirety and replace with:

"The term of this contract shall be five (5) years from the date of execution subject however to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts."

All other terms and conditions of the CONTRACT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT NO. 3451 to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016

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 \_\_\_\_\_, 2016

Landscapes Unlimited

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL N. FEUER,,  
City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

**AMENDMENT  
TO CONTRACT NO. 3452  
FOR  
LANDSCAPE CONSTRUCTION, RETROFIT, MAINTENANCE and/or REPAIRS AT  
VARIOUS PARK FACILITIES**

THIS AMENDMENT TO CONTRACT NO. 3452 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 ACCU CONSTRUCTION, INC., a corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on June 5, 2013, the CITY and CONTRACTOR entered into CONTRACT NO. 3452 ("CONTRACT") for Landscape Construction, Retrofit, Maintenance and/or Repair services at various Department of Recreation and Parks ("DEPARTMENT") facilities; and,

WHEREAS, the CONTRACT will expire on June 4, 2016 and the expertise of CONTRACTOR is still required and it is the desire of CITY to continue services with the CONTRACTOR who has demonstrated its capability to perform quality Landscape Construction, Retrofit, Maintenance and/or Repair services; and,

WHEREAS, the principal purpose of CITY entering into this AMENDMENT is to continue to utilize the expertise and services of CONTRACTOR in ongoing and future DEPARTMENT projects; and,

WHEREAS, in accordance with a Charter 1022 determination, the CITY finds that the Department does not have sufficient personnel available in its employ to undertake these specialized professional tasks and that it is more feasible to secure these services by contract;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that the CONTRACT be amended as follows:

1. SECTION 2. TERM OF CONTRACT

Delete the Section in its entirety and replace with:

"The term of this contract shall be five (5) years from the date of execution subject however to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts."

All other terms and conditions of the CONTRACT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT NO. 3452 to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016

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 \_\_\_\_\_, 2016

Accu Construction, Inc.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL N. FEUER,,  
City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

REPORT OF GENERAL MANAGER

NO. 16-090

DATE April 06, 2016

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SIGNATURE AUTHORITY AS ACTING GENERAL MANAGER AND ACTING CHIEF ACCOUNTING EMPLOYEE

R. Barajas \_\_\_\_\_  
A.P. Diaz \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
K. Regan \_\_\_\_\_  
\* N. Williams nmw

  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

**RECOMMENDATION:**

That the Board adopt a Resolution authorizing a list of Department staff as Acting General Manager and Acting Chief Accounting Employee.

**SUMMARY:**

**Acting General Manager**

Only one (1) person shall be designated as Acting General Manager at any given time. In the absence of the General Manager, the following designated Department staff are authorized to act as the Acting General Manager in the following order:

1. Anthony-Paul Diaz      Executive Officer and Chief of Staff
2. Kevin Regan            Assistant General Manager, Operations
3. Vicki Israel             Assistant General Manager, Partnerships and Revenue
4. Ramon Barajas        Assistant General Manager, Planning, Construction and Maintenance
5. Noel Williams         Chief Financial Officer

**Acting Chief Accounting Employee**

In the absence of the General Manager or Acting General Manager, the following individuals are authorized to sign and approve accounting documents only, with no individuals having the ability to sign in two (2) capacities on the same document, in the following order:

1. Noel Williams            Chief Financial Officer
2. Eleanor Chang          Departmental Chief Accountant III
3. Emily Lau                Principial Accountant II

REPORT OF GENERAL MANAGER

PG. 2

NO. 16-090

- |                    |                         |
|--------------------|-------------------------|
| 4. Putthachart Yip | Principal Accountant II |
| 5. Cynthia Hirata  | Principal Accountant II |

In the absence of the Chief Accounting Employee, the following individuals, in the order the names appear below, are authorized to act as the Acting Chief Accounting Employee; however, no individual can sign in two (2) capacities on the same document:

- |                    |                                   |
|--------------------|-----------------------------------|
| 1. Eleanor Chang   | Departmental Chief Accountant III |
| 2. Emily Lau       | Principal Accountant II           |
| 3. Putthachart Yip | Principal Accountant II           |
| 4. Cynthia Hirata  | Principal Accountant II           |

In the absence of the Chief Accounting Employee and the Acting Chief Accounting Employee, the following individuals in the order the names appear below, are authorized to act in place of the Acting Chief Accounting Employee for the purpose of signing and approving of accounting documents only; however, no individual can sign in two (2) capacities on the same document:

- |                     |                      |
|---------------------|----------------------|
| 1. Connie Sarmiento | Senior Accountant II |
| 2. Blas Rafols      | Senior Accountant II |
| 3. Kimyen Le        | Senior Accountant I  |
| 4. Nivedita Verma   | Senior Accountant I  |
| 5. Xiaoning Sun     | Senior Accountant I  |

FISCAL IMPACT STATEMENT:

Approval of this report results in no fiscal impact to the Department's General Fund.

This report was prepared by Noel Williams, Chief Financial Officer, Finance Division.

## MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

### GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
3/2/16	2/17/16	8/17/16
16-021	City Hall Park – Joy Picus Play Area Renovation (PRJ20941) Project – Allocation of Zone Change Fees; Exemption from the California Environmental Quality Act	
3/2/16	2/17/16	8/17/16
16-025	Griffith Park – Nursery Improvement (PRJ21006) Project – Allocation of Quimby Fees; Exemption from the California Environmental Quality Act	
3/16/16	4/6/16	8/6/16
16-077	Fence Installation, Maintenance and/or Repairs – Request for Qualifications	

### BIDS TO BE RECEIVED:

None

### PROPOSALS TO BE RECEIVED:

None

### QUALIFICATIONS TO BE RECEIVED:

None

\*\*\*For Internal Use – Not Included as Part of Agenda\*\*\*