

REPORT OF GENERAL MANAGER

NO. 05-148

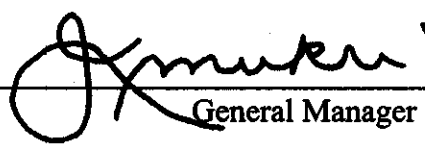
DATE June 1, 2005

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TAYLOR YARD PROJECT, PHASE II – NEW PARK DEVELOPMENT (#1356A) (W.O. E1904346) – AUTHORIZATION TO ACCEPT GRANT FUNDS AND ENTER INTO AGREEMENT WITH STATE OF CALIFORNIA TO ADMINISTER FUNDS

J. Combs	_____	H. Fujita	_____
*S. Huntley	<i>in for S4</i>	B. Jensen	_____
J. Kolb	_____	F. Mok	_____
K. Regan	_____		



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

That the Board:

1. Accept \$800,000.00 in grant funds from the State of California to fund the State's construction improvements for the Taylor Yard Project, Phase II – New Park Development (#1356A) (W.O. E1904346), as identified on the final State plans, as approved on April 20, 2005 on file in the Board Office (Board Report No. 05-96), subject to approval of the Mayor and City Council; and,
2. Authorize the General Manager, subsequent to necessary Mayor and City Council approvals, to enter into an agreement, substantially in the form attached, with the State of California to administer the \$800,000.00 in grant funds for the State's construction improvements for the Taylor Yard Project, Phase II – New Park Development (#1356A) (W.O. E1904346).

SUMMARY:

On April 20, 2005, the Board approved final plans and specifications for Taylor Yard Project, Phase II– New Park Development (#1356A) (W.O. E1904346), located at 1900 N. San Fernando Road, Los Angeles, CA 90065-1266, (Board Report No. 05-96). The final plans and specifications included both the City and State's planned improvements. This was done to facilitate allowing the project to be bid as a whole.

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The State will pay to the City an amount not to exceed \$800,000.00 for the cost of the State's proposed improvements, which include trails, a natural amphitheater, a riparian natural area, landscaping, irrigation, site lighting, and shade armadas. However, since the improvements included in the State's plans are estimated to cost \$1,200,000.00, as part of the Board's approval under Board Report No. 05-96, the State's plans were listed as a separate bid item with their own set of deductive alternates. In addition, the City reserved the right to award both the City and State's base bid with any combination of deductive alternates, or to only award the City's base bid with any combination of deductive alternates.

Prior to awarding a construction contract to the lowest responsive bidder, the base bid on the State's portion of the project will be analyzed to ensure that the City's obligation to that construction contract does not exceed \$800,000.00.

In accepting these funds, the City shall provide all services required to secure the construction contract, including but not limited to, project management, construction management, inspection and contract administration. The State will reimburse the City for hard costs of construction at the completion of the project and acceptance by the Board of Commissioners.

In compliance with the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) was prepared for the recreational development of the entire 40-acre project site. The MND was approved by this Board on June 4, 2004, and was forwarded to City Council as an attachment to the Proposition K Assessment Report, which was approved on June 22, 2004. The Notice of Determination was filed with the offices of the Los Angeles City Clerk and Los Angeles County Clerk on June 23, 2004.

FISCAL IMPACT STATEMENT:

There is no anticipated fiscal impact to the Department's budget. The assessments of the future operations and maintenance costs are estimated at \$766,324.00.

Prepared Mike Shull, Recreation and Cultural Facilities Program, Bureau of Engineering and reviewed by Bradley M Smith, P.E., Chief Deputy City Engineer, Bureau of Engineering.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 08/03)(CA ST PK, EXCEL 10/20/2004)

AGREEMENT NUMBER

C0202007

REGISTRATION NUMBER

3790040573447

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of Parks and Recreation

CONTRACTOR'S NAME

City of Los Angeles

2. The term of this Agreement is:

July 1, 2005 through December 31, 2006

3. The maximum amount of this Agreement is: \$ 800,000.00

Eight Hundred Thousand Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A -Scope of Work

1 page(s)

Exhibit A, Attachment I - Detailed Description of Work

1 page(s)

Exhibit B -Budget Detail and Payment Provisions

1 page(s)

Exhibit C* - General Terms and Conditions

GTC 304

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

2 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E - Additional Provisions

0 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1200 West 7th Street, Room 745, Los Angeles, California 90017

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P. O. Box 942896, Sacramento, California 94296

California Department of General Services Use Only

Exempt per:

CONTRACTOR STATE AGENCY DEPT. OF GEN.SER. CONTROLLER ACCOUNTING SVS.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) services as described herein:

Provide construction of the DPR interim public use facilities for the Taylor Yard site in accordance to the Statement of Work marked, "Exhibit A, Attachment I", which is attached hereto and made a part of this Agreement.

2. The services shall be performed at:
Taylor Yard site, City of Los Angeles.

3. The services shall be provided during:
Working hours and days as mutually agreed upon DPR and City of Los Angeles.

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	City of Los Angeles
Section/Unit:	Southern Service Center	Section/Unit:	
Attention:	Mr. Jeff Brown	Attention:	Mr. Mike Shull
Address:	8885 Rio San Diego Drive, Suite 270	Address:	1200 West 7th Street, Room 745
City/State/Zip Code:	San Diego, CA 92108	City/State/Zip Code:	Los Angeles, CA 90017
Phone:	619-688-6492	Phone:	213-485-8079
Fax:	619-220-5400	Fax:	

**EXHIBIT A, ATTACHMENT I
DETAILED DESCRIPTION OF WORK**

(Public Entity Agreement)

**TAYLOR YARD
Joint Park Development**

PURPOSE:

The Department of Parks and Recreation (DPR) has reached agreement with the City of Los Angeles (City) to lease not more than 20 acres of the Taylor Yard site for development of active recreation park facilities. In addition, DPR has agreed to make available certain funds for the development of the Taylor Yard site to the City for the purpose of construction of the DPR interim public use facilities (IPU) in coordination with the City active recreation facilities on the Project site.

To facilitate this process, DPR wishes to contract with the City for a construction contract for the IPU consistent with the Project plans dated, April 15, 2005, which is on file at DPR's Southern Service Center office located in San Diego. Contracting with the City for the bidding and construction of the entire Taylor Yard site, will benefit the DPR and City joint development of facilities for public use. DPR will pay to the City an amount not to exceed \$800,000.00 toward the cost of the joint park development construction contract.

The City shall cause to be developed and jointly approved all plans and specifications for the site joint park development construction contract. In addition, the City shall provide all services required to secure the construction contract including but not limited to, project management, construction management, inspection and contract administration.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. The one and only payment will be made upon satisfactory completion of the work called for under the contract.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate to:

Mr. Jeff Brown
Department of Parks and Recreation
Southern Service Center
8885 Rio San Diego Drive, Suite 270
San Diego CA 92108

C. Absent a written and signed amendment, the total amount payable under this Agreement shall not exceed Eight Hundred Thousand Dollars and No/100. (\$ 800,000.00), including all applicable taxes and other expenses.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.