# REGULAR MEETING AGENDA

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

Wednesday, April 19, 2017 at 9:30 a.m.

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

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

EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT <u>PRIOR</u> 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 <u>PRIOR</u> TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

### 1. CALL TO ORDER AND APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of April 5, 2017
- Approval of Minutes for the Special Meeting of April 5, 2017

### 2. NEIGHBORHOOD COUNCIL COMMENTS

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

### BOARD REPORTS

17-093	Griffith Park – Award of Contract for the Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy to Morgan Haight (CON-G16- 005)
17-094	Amendment to Personnel Resolution No. 10461 – Section 1E (Substitute Positions)
17-095	Juntos Park – Splash Pad Refurbishment (PRJ20188) Project; Allocation of Quimby Fees
17-096	Ken Malloy Harbor Regional Park (PRJ20285) Project – Outdoor Park Improvements – Allocation of Quimby Fees

### April 19, 2017

17-097 Hazard Park - Restroom Replacement (PRJ21099) Project - Allocation of Zone Change Fees; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1)(11d) and Class 11(3), of the City CEQA Guidelines (Minor Alterations to Existing Facilities. Demolition of Accessory Structures and Placing of Minor Structures Accessory to Existing Facilities) 17-098 Venice Beach Rose Avenue Restroom - Demolition and Replacement (PRJ20882) (W.O. #E170182F) Project – Approval of Final Plans; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1)(11d), Class 3(4) and Class 11(3), of the City CEQA Guidelines (Demolition and Removal of Accessory Structures, Installation of New Equipment Required for Health and Public Convenience and Construction of Minor Structures Accessory to Existing Facilities) 17-099 Various Donations to Recreational Services Branch - Metro, Pacific, and Valley Regions 17-100 Oakridge Estate - Park, Walking Trails and Children's Play Area (W.O. #E170184F) Project - Final Plans; Exemption From the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 3(6), Class 4(1, 3) and Class 11(3) of City Guidelines (Construction of Accessory Structures Including Play Areas, Grading on Land With a Slope Less Than 10%, Tree Planting, Gardening and Landscaping and Construction of Walks and Fences Accessory to Existing Facilities) 17-101 Robertson Recreation Center (W.O. #E170266) (PRJ20021) Project - Final Plans and Call for Bids; (PRJ20882) (W.O. #E170182F) Project – Approval of Final Plans; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III. Section 1. Class 2. Class 3(17) and Class 11(7), of the City CEQA Guidelines (Replacement of an Existing Facility Where the New Structure Will Be Located On the Same Site, Projects and Additions to Existing Building Involving Less Than 15, 000 SQFT of Institutional Floor Space) 17-102 Amendment to Personal Service Contract No. P1088 with Jumbo Shrimp Circus, Inc. and Personal Service Contract No. P1089 with David M. Hewitt, dba DMH Enterprises; for As-Needed Professional Booking Services 17-103 50 Parks Initiative - Alpine Recreation Center Expansion Project (Ord and Yale Street Park) - Los Angeles Public Library; Approval of Memorandum of Agreement with a Fifty-Year Term; Approval of the Amendment to the Executed Purchase and Sale Agreement; Exemption from the California

3(6) and Class 4(2 and 3) of the City CEQA Guidelines

17-104

Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class

Exposition Park – Conceptual Approval of Proposed Lucas Museum of Narrative Art, Concurrence With the Conditions Of Vesting Tentative Tract

### April 19, 2017

Map No. 74715, Grant Authority To The General Manager Or His Designee to Execute the Department of City Planning Application

### 4. BOARD REPORT PUBLIC COMMENT

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

# 5. <u>COMMISSION TASK FORCE UPDATES</u>

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

# 6. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities

# 7. GENERAL PUBLIC COMMENT

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

### 8. COMMISSION BUSINESS

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

### 9. <u>NEXT MEETING</u>

The next Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, May 3, 2017, 5:30 p.m., at Friendship Auditorium, 3201 Riverside Drive, Los Angeles, CA 90027.

### 10. ADJOURNMENT

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

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

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

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

from Downtown Los Angeles

(213) 621-CITY (2489)

# April 19, 2017

from West Los Angeles from San Pedro from Van Nuys

(310) 471-CITY (2489) (310) 547-CITY (2489) (818) 904-9450

For information, please go to the City's website: <a href="http://ita.lacity.org/ForResidents/CouncilPhone/index.htm">http://ita.lacity.org/ForResidents/CouncilPhone/index.htm</a> Information on Agenda items and audio recordings may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Agenda and Reports may be downloaded from the Department's website at <a href="https://www.laparks.org">www.laparks.org</a>.

### REGULAR MEETING MINUTES

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

Wednesday, April 5, 2017

# CALL TO ORDER AND TOUR OF SOUTH LOS ANGELES WETLANDS PARK

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Tour in South Los Angeles Wetlands Park at 9:00 a.m. Present were President Patsaouras, Vice President Lynn Alvarez, and Commissioner Melba Culpepper. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff
Cathie Santo Domingo, Superintendent of Planning, Maintenance and Construction Branch
Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

The Board and Department staff toured South Los Angeles Wetlands Park, and discussed a potential project to renovate the building located within the Park for the expansion of the Youth Orchestra LA (YOLA) program in partnership with the Los Angeles Philharmonic Association.

### ADJOURNMENT OF TOUR

President Patsaouras adjourned the Tour at 9:10 a.m. The Board and Department staff proceeded to South Park thereafter to convene the Regular Meeting.

# CALL TO ORDER AND SPECIAL PRESENTATIONS

The Board convened the Regular Meeting in the South Park Recreation Center Gymnasium at 9:30 a.m. Present were President Patsaouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, and Commissioner Pilar Diaz. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

Councilmember Curren D. Price, Jr. presented opening remarks and welcomed the Board and audience to the Ninth Council District.

Carl Cooper, Superintendent of the Pacific Region, introduced Department staff and provided background and programming information regarding South Park Recreation Center. Superintendent Cooper also introduced the South Park preschool class, who provided a song presentation.

### APPROVAL OF MINUTES

Commissioner Diaz requested that the Verbal Report on Aquatics Division Policy Regarding Swim Instruction in the Minutes of the March 15, 2017 Regular Meeting be amended to reflect that approximately 90 percent of group lesson participants move from Level 1 to Level 2.

Commissioner Diaz moved that the Board approve the Minutes of the March 15, 2017 Regular Meeting as amended and the Minutes of the March 22, 2017 Special Meeting, which was seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

## NEIGHBORHOOD COUNCIL COMMENTS

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

# **BOARD REPORTS**

### <u> 17-077 - REVISED</u>

LAFAYETTE PARK – PROPOSED ARTS AND RECREATION CENTER – LEASE AGREEMENT WITH HOLA COMMUNITY PARTNERS FOR THE CONNSTRUCTION AND OPERATION OF AN ARTS AND RECREATION CENTER; FINAL CONSTRUCTION PLANS AND CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15332 OF THE STATE CEQA GUIDELINES (URBAN IN-FILL)

Board Report No. 17-077 was withdrawn.

#### 17-078

# GREEK THEATRE ADVISORY COMMITTEE APPOINTMENTS

Anthony-Paul Diaz, Executive Officer and Chief of Staff, presented Board Report No. 17-078 for approval of Mayor Eric Garcetti's appointments of Chris Laib and Jon Deutsch to serve on the Greek Theatre Advisory Committee, both of which were appointed for a term ending April 29, 2019. The Board and Department discussed the number of seats and current vacancies on the Greek Theatre Advisory Committee.

Public comments were invited for the Board Report No. 17-078; however, no requests for public comment were submitted.

President Patsaouras requested a Motion to approve Board Report No. 17-078 as presented. Commissioner Diaz moved that Board Report No. 17-078 be approved, and that the Resolutions recommended in the Report be thereby approved. The Motion seconded by Commissioner Alvarez. There being no objections, the Motion was unanimously approved.

#### 17-079

109<sup>TH</sup> STREET RECREATION CENTER – POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1501P) (W.O. #E1906464) – RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3462

Cathie Santo Domingo, Superintendent of Planning, Maintenance and Construction Branch, presented Board Report No. 17-079 for direction to the Department's Chief Accounting Employee to release \$15,451.20 of the amount withheld on Construction Contract No. 3462 with Simgel

Company, Inc., in accordance with the Request for Release of Stop Notice dated October 16, 2016 from Robertson's for the 109<sup>th</sup> Street Pool and Bathhouse Replacement Project.

### 17-080

ANGELS GATE PARK – GAFFEY STREET POOL – NAMING GAFFEY STREET POOL AS HEY ROOKIE POOL; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(1) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF AN EXISTING PARK FACILTY WITH NO EXPANSION OF USE)

Wendy Cervantes, Management Assistant of Planning, Maintenance and Construction Branch, presented Board Report No. 17-080 for approval to name Gaffey Street Pool as "Hey Rookie Pool"; authorization to install appropriate signage; approval of the finding that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(1) and Class 11(1) of the City CEQA guidelines; and direction to Department staff to file a Notice of Exemption.

### 17-081

BANNING HIGH SCHOOL POOL – SWIMMING POOL MECHANICAL SYSTEMS IMPROVEMENTS (PRJ21121) PROJECT – ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT TO MEET CURRENT STANDARD OF PUBLIC HEALTH)

Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-081 for approval of the scope of work for the Banning High School Pool – Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$180,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Banning High School Pool Account No. 89460K-BX; approval of the allocation of \$180,000.00 in Quimby Fees from Banning High School Pool Account No. 89460K-BX for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

The Board and Department staff discussed that the Department initiated the conditioning of the seasonal pools during January through February 2017, and identified the pools that need replacement of mechanical equipment. The pools that need additional funds for mechanical systems improvements were included on the April 5, 2017 Board Agenda. Other pool replacement projects that are currently in the design process will be completed by on-call contractors as soon as the funding is approved. The Department will coordinate around the programming at Banning High School and Cleveland High School pools to complete the replacement of mechanical equipment, and will schedule the work after events for the other pools so that programming is not disrupted.

### 17-082

CLEVELAND HIGH SCHOOL POOL - SWIMMING POOL MECHANICAL SYSTEMS **IMPROVEMENTS** PROJECT: ALLOCATION OF QUIMBY FEES - CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO **EXPANSION** OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT TO MEET **CURRENT STANDARD OF PUBLIC HEALTH)** 

Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-082 for approval of the scope of work for the Cleveland High School Pool - Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$375,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Cleveland High School Pool Account No. 89460K-CM; approval of the allocation of \$375,000.00 in Quimby Fees from Cleveland High School Pool Account No. 89460K-CM for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

#### 17-083

EL SERENO RECREATION CENTER - SWIMMING POOL MECHANICAL SYSTEMS **IMPROVEMENTS** (PRJ20513) PROJECT – ALLOCATION OF QUIMBY FEES: CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION DETERIORATED MECHANICAL EQUIPMENT TO MEET CURRENT STANDARD OF PUBLIC HEALTH)

Meghan Luera, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-083 for approval of the scope of work for the EI Sereno Recreation Center - Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer in Quimby Fees from Quimby Account No. 89460K-00 to EI Sereno Recreation Center Account No. 89460K-EG; approval of the allocation of \$180,000.00 in Quimby Fees from EI Sereno Recreation Center Account No. 89460K-EG for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

### 17-084

GLASSELL PARK – SWIMMING POOL MECHANICAL SYSTEMS IMPROVEMENTS (PRJ21120) PROJECT – ALLOCATION OF QUIMBY FEES – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE

CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO EXPANSION OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT OT MEET CURRENT STANDARD OF PUBLIC HEALTH)

Wendy Cervantes, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-084 for approval of the scope of work for the Glassell Park - Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$180,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Glassell Park Account No. 89460K-GT; approval of the allocation of \$180,000.00 in Quimby Fees from Glassell Park Account No. 89460K-GT for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

### 17-085

HUBERT H. HUMPHREY MEMORIAL PARK - SWIMMING POOL MECHANICAL SYSTEMS **IMPROVEMENTS** (PRJ21122) PROJECT - ALLOCATION OF QUIMBY FEES - CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) OF THE CITY CEQA GUIDELINES (ALTERATIONS INVOLVING REMODELING WITH NEGLIGIBLE OR NO **EXPANSION** OF USE AND REHABILITATION OF DETERIORATED MECHANICAL EQUIPMENT TO MEET CURRENT STATNDARD OF PUBLIC HEALTH)

Wendy Cervantes, Management Assistant of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-085 for approval of the scope of work for the Glassell Park – Swimming Pool Mechanical Systems Improvements Project (Project); authorization of the Department's Chief Accounting Employee to transfer \$265,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Hubert H. Humphrey Memorial Park Account No. 89460K-HA; approval of the allocation of \$265,000.00 in Quimby Fees from Hubert H. Humphrey Memorial Park Account No. 89460K-HA for the Project; approval of the finding that the proposed Project is categorically exempt from the California Environmental Quality Act; and direction to Department staff to file a Notice of Exemption.

### 17-086

VESTING TENTATIVE TRACT (VTT) NO. 74765 – RECOMMENDATION TO THE ADVISORY AGENCY FOR LAND DEDICATION OR IN-LIEU PARK FEE PAYMENT

Darryl Ford, Senior Management Analyst II of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-086 for authorization to recommend that the Advisory Agency require that that the Vesting Tentative Tract (VTT) 74765 (Project) pay the in-lieu park fee to the City of Los Angeles in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33; and direction to the General Manager or Designee to provide a report to the Advisory Agency with the Board's recommendation.

The Board and Department staff discussed the reasons for recommending the acceptance of the inlieu park fee to fulfill the Project's requirements, and the proposed large open space areas that may be developed adjacent to the Project under the 6<sup>th</sup> Street Viaduct (Bridge). Department staff focused on park accessibility and the mitigations intended to serve the Project residents, which would be the development of a park or payment of in-lieu park fees, during the primary analysis of the Project. The Department determined that the proposed large open space consisting of approximately 12 acres adjacent to the Project site would serve the Project residents in the surrounding community. The in-lieu park fee to be paid for the Project could be used for the improvement of the proposed 12acre open space area, which would be at the discretion of the Board if the proposed open space were to fall under the Department's jurisdiction. Department staff will bring forth recommendations for the allocation of the collected in-lieu park fee based on other park projects located within the applicable radiuses such as Hollenbeck Park and the development of the First and Broadway Park. The Department is working with the Bureau of Engineering (BOE) and the 6<sup>th</sup> Street Bridge Team to provide input on the design of the 12-acre open space project, and substantial community outreach has been conducted by the design team to gather input on the community's desired recreational amenities. Some funding has been identified by the 6<sup>th</sup> Street Bridge Team in conjunction with the Fourteenth Council District Office (CD 14). The Board and Department staff discussed potential scenarios if the 12-acre open space project is delayed or lacks the necessary funding for completion.

### <u> 17-087</u>

STRATHERN PARK NORTH BASEBALL FIELD LIGHTING (PRJ21028) (W.O. #E170414F) PROJECT – APPROVAL OF FINAL PLANS

Cathie Santo Domingo, Superintendent of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-087 for approval of the final plans and specifications for the Strathern Park North Baseball Field Lighting Project.

### 17-088

GREEK THEATRE – TRANSFER BETWEEN REVENUE ACCOUNTS FOR FISCAL YEAR 2016-17

Sondra Fu, Senior Management Analyst II of the Finance and Administrative Services Division, presented Board Report No. 17-088 for authorization of the Department's Chief Accounting Employee to transfer \$2,800,000.00 from the Greek Theatre Operation Account 52H-89-89MG01 to the RAP General Fund 302/88 Revenue Source 4155 to meet the RAP budget mandate for Fiscal Year 2016-17.

### 17-089

LUMMIS HOUSE GENERAL IMPROVEMENTS – PROPOSITION A EXCESS FUNDS; AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS; CITY COUNCIL RESOLUTION AND YOUTH EMPLOYMENT PLAN

Matthew Rudnick, Chief Management Analyst of the Finance and Administrative Services Division, presented Board Report No. 17-089 for approval of the Department's submission of a Proposition A Excess Funds grant application for the Lummis House General Improvements Project (Project); designation of the Department's General Manager, Executive Officer, or Assistant General Manager

as the agent to conduct all negotiations, execute and submit all documents which may be necessary for the completion of the Project; authorization to recommend to the City Council the adoption of the Resolution which authorizes the submission of a grant application for the Proposition A Excess Funds grant in the amount of \$100,000.00 from the First Supervisorial District of the County of Los Angeles in partnership with the Los Angeles County Regional Park and Open Space District for the Project; authorization to recommend to the City Council the adoption of the accompanying Proposition A Youth Employment Plan (YEP) relative to the Project; authorization of the Department's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Proposition A Excess Funds grant in the amount of \$100,000.00, if awarded, for the Project; and direction to Department staff to transmit a copy of the Resolution and YEP to the Mayor's Office, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and the City Clerk for Committee and City Council approval, in accordance with Proposition A grant guidelines and Los Angeles Administrative Code Section 14.6.

### 17-090

ROSE HILLS/EL SERENO RECREATION CENTER REHABILITATION PROJECT – PROPOSITION A EXCESS FUNDS; AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS; CITY COUNCIL RESOLUTION AND YOUTH EMPLOYMENT PLAN

Matthew Rudnick, Chief Management Analyst of the Finance and Administrative Services Division, presented Board Report No. 17-090 for approval of the Department's submission of a Proposition A Excess Funds grant application for the Rose Hills/EI Sereno Recreation Center Rehabilitation Project (Project); designation of RAP's General Manager, Executive Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents which may be necessary for the completion of the Project; authorization to recommend to the City Council the adoption of the Resolution which authorizes the submission of a grant application for the Proposition A Excess Funds grant in the amount of \$50,000.00 from the First Supervisorial District of the County of Los Angeles in partnership with the Los Angeles County Regional Park and Open Space District for the Project; authorization to recommend to the City Council the adoption of the Proposition A Youth Employment Plan (YEP) relative to the Project; authorization of the Department's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Proposition A Excess Funds grant in the amount of \$50,000.00 for the Project; and direction to Department staff to transmit a copy of the Resolution and YEP to the Mayor's Office, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and the City Clerk for Committee and City Council approval, in accordance with Proposition A grant guidelines and the Los Angeles Administrative Code Section 14.6.

### 17-091

MACARTHUR PARK – PERMISSION TO SERVE ALCOHOLIC BEVERAGES

Anita Meacham, Principal Recreation Supervisor II of the Metro Region, presented Board Report No. 17-091 for approval of the sale and serving of alcoholic beverages at a special event concert at the MacArthur Park Levitt Pavilion Band Shell, in accordance with the Department's policies and procedures regarding the sale and service of alcoholic beverages. The Board and Department staff

discussed the Department's oversight of security for the proposed beer garden areas during the event to ensure that the sponsors adhere to the City's policies, procedures, and requirements. The event sponsor, Adam Gold of Principal of Oro Presents LLC, discussed the firm's experience regarding events held in Chinatown, his personal event experience, the security firm to be retained for the concert at the MacArthur Park Levitt Pavilion Band Shell, and the re-sodding fee to be collected by the Department in addition to the 20 percent of alcohol beverage sales to be used for park improvements.

### BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports. Three requests for public comment were submitted for Board Report No. 17-077, and two requests for public comment were submitted for Board Report No. 17-086. Such public comments were made to the Board.

President Patsaouras requested a Motion to approve the Board Reports as presented, with the exception of Board Report No. 17-077 which was withdrawn and Board Report No. 17-078 which was previously approved under a separate vote. Commissioner Diaz moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved.

# **COMMISSION TASK FORCE UPDATES**

- Commission Task Force on Concessions Report (Commissioners Patsaouras and Diaz)
   There was no report for the Commission Task Force on Concessions.
- Commission Task Force on Facility Repair and Maintenance (Commissioners Sanford and Alvarez)

There was no report for the Commission Task Force on Facility Repair and Maintenance.

### GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Anthony-Paul Diaz, Executive Officer and Chief of Staff, reported on various Department activities, facilities, and upcoming events. On March 21, 2017, the Griffith Observatory DASH Bus Service Program was expanded to 7 days per week with a new bus connection from the Metro Red Line Vermont/Sunset Station, which is expected to reduce traffic congestion and improve access to the Griffith Observatory, Greek Theatre, and into Griffith Park. The Department's Spring Activities Program will begin on April 6, 2017 through April 29, 2017 at various Recreation Centers throughout the City of Los Angeles. The Greek Theatre 2017 Concert Season begins on April 14, 2017 with an opening performance by Idina Menzel. The Cheviot Hills Playground Re-Opening Ceremony was scheduled on April 6, 2017. The 67<sup>th</sup> Annual Junior Golf Championships will be held at six City golf courses, in which over 400 youth between the ages of seven to 18 years plan to participate. The Earth Day Sustainability Festival is scheduled on April 15, 2017 at Cabrillo Beach. The Youth Orchestra LA (YOLA) 10<sup>th</sup> Anniversary Celebratory Concert was held on April 4, 2017 at Walt Disney Concert Hall.
- The Various Communications Report was noted and filed.

### April 5, 2017

### GENERAL PUBLIC COMMENT

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

### **COMMISSION BUSINESS**

Commissioner Diaz acknowledged Department staff that coordinated the Pretty in Pink Youth Empowerment Conference held on March 25, 2017 at Jackie Tatum Harvard Recreation Center, as well as the creative programming offered during the Conference. Commissioner Diaz also announced that a Discovery Agents App Launch Event is scheduled on April 8, 2017 at Echo Park to educate users on how to use the App, which is a mobile educational game that can be used at various park locations to engage participating youth in programs offered by the Department.

### **NEXT MEETING**

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, April 19, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

### **ADJOURNMENT**

**ATTEST** 

There being no further business to come before the Board, President Patsaouras adjourned the Meeting at 10:55 a.m. in honor of Robert Barajas, son of Assistant General Manager Ramon Barajas.

MILLOT	
PRESIDENT	BOARD SECRETARY

### SPECIAL MEETING MINUTES

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

Wednesday, April 5, 2017

### CALL TO ORDER

The Board convened the Special Meeting in the South Park Recreation Center Gymnasium at 10:55 a.m. Present were President Patsaouras, Vice President Lynn Alvarez, Commissioner Melba Culpepper, and Commissioner Pilar Diaz. Also present were Anthony-Paul Diaz, Executive Officer and Chief of Staff, and Deputy City Attorney IV Mike Dundas.

### NEIGHBORHOOD COUNCIL COMMENTS

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

# **BOARD REPORT**

### 17-092

AMENDMENT TO PERSONNEL RESOLUTION NO. 10461 – SECTION 1F (IN-LIEU POSITIONS)

Harold Fujita, Personnel Director of Human Resources Division, presented Board Report No. 17-09 for authorization to amend Section 1F (In-Lieu Positions) of Personnel Resolution No. 10461 for the addition of the following positions to be effective immediately:

No.	Code	Classification and Location
2	7926-1	Architectural Associate I – Planning
36	3142	Assistant Gardener – Grounds Maintenance
2	7246-1	Civil Engineering Associate – Planning
2	7957-1	Structural Engineering Associate I – Planning
36	3113-G	Vocational Worker Gardener Caretaker – Grounds Maintenance

### BOARD REPORT PUBLIC COMMENT

Public comments were invited for Board Report No. 17-092. One request for public comment was submitted, and such public comments were made to the Board.

President Patsaouras requested a Motion to approve Board Report No. 17-092 as presented. Commissioner Alvarez moved that Board Report No. 17-078 be approved, and that the Resolution recommended in the Report be thereby approved. The Motion was seconded by Commissioner Diaz. There being no objections, the Motion was unanimously approved.

### **NEXT MEETING**

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, April 19, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

# April 5, 2017

<u>ADJOURNMENT</u>	
There being no further business to come Meeting at 11:00 a.m.	before the Board, President Patsaouras adjourned the
<u>ATTEST</u>	
PRESIDENT	BOARD SECRETARY

BOARD REPORT	NO.1 7-093
DATE _ April 19, 2017	C.D4
BOARD OF RECREATION AND PARK COMMISSIONER	RS

SUBJECT: GRIFFITH PARK – AWARD OF CONTRACT FOR THE DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY, AND SENIORS AT TREGNAN GOLF ACADEMY TO MORGAN HAIGHT (CON-G16-005)

A.P. Diaz R. Barajas H. Fujita	V. Israel  fo*N. Williams EC		
		General Manager	
Approved	Disapproved	Withdrawn	

# RECOMMENDATIONS

- Award the Professional Services Contract for Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy to Morgan J. Haight (Haight), a Sole Proprietor, for a term of one year with two one-year extension options exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager or Designee;
- Approve a proposed Professional Services Contract (Contract) with Haight for Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy, herein included as Attachment 1, subject to the approval of the Mayor, and of the City Attorney as to form;
- Direct the Board Secretary to transmit the Contract to the Mayor, in accordance with Executive Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review as to form;
- Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;
- 5. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the provision of Director of Instruction services;

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Authorize the General Manager or Designee to execute the Contract, and to make any necessary technical changes consistent with the Board's intent in approving the Contract.

# SUMMARY

On December 14, 2016, the Board of Recreation and Park Commissioners (Board) approved and authorized the release of a Request for Proposal (RFP) for a Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy (Report No. 16-256) (Attachment 2).

On January 10, 2017, RAP hosted a Pre-Proposal Conference for the RFP and conducted a site visit at Tregnan Golf Academy (Tregnan). Four individuals attended the mandatory Pre-Proposal Conference and site visit.

On February 7, 2017, RAP received two proposals in response to the RFP: one from the incumbent Director of Instruction, Jeffrey Barber (Barber), and one from Haight. Both proposals were missing 2014 and 2015 Federal tax returns, which the RFP gave instruction to provide. RAP extended the proposal due date to March 2, 2017. Haight submitted documents by the extended due date to complete his proposal. Barber did not provide missing documents by the extended due date. RAP deemed Barber's proposal non-responsive. After a thorough review of Haight's proposal, RAP staff recommends that the Board approve the award of the Contract to Haight.

## DISCUSSION

RAP evaluated Haight's proposal under Level I review for background and experience, proposed curriculum, compliance with City contracting requirements, and the RFP requirements. RAP deemed the proposal responsive and could advance Haight's proposal to Level II review.

The purpose of Level II review is for responsive proposals to be given an extensive assessment, including interviews of the proposers by an evaluation panel, in order to rank and score each proposal. Since only one proposal was received and responsive to the RFP, rank scoring was not possible. RAP staff assembled an Evaluation Panel consisting of Laura Bauernfeind – RAP Golf Manager; Rick Reinschmidt – RAP Golf Starter Supervisor II; and Kevin Gigax – Executive Director at Southern California Golf Association (SCGA) Junior which serves 6,000 youth annually with affordable access to golf. RAP staff and the panel thoroughly reviewed Haight's proposal and interviewed him. The following information provides a summary of the findings.

### Background and Experience

Haight has led summer golf camps in Los Angeles starting in 2010. In addition to coordinating and running golf camps at Encino and Balboa Golf Courses for four years, he has provided private lessons for children, adults, and seniors. Verified by RAP staff, referrals praise Haight on his passion, enthusiasm, dependability, golf knowledge, high proficiency, ability to connect

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with young golfers, patience, motivation, inspiration, building of confidence, tailoring to specific needs, teaching technical aspects of golf including stance and swing, variety of shots, and golf etiquette. Other appreciations observed for Haight include a parent who is proud his daughter is ranked 8th playing for her high school due, in part, to Haight's private instruction; a senior who states Haight has calmness, provides encouragement, and can relate to senior women as their instructor; and the lady who boasts she can now hit a golf ball further than her boyfriend thanks to Haight's instruction.

Haight is certified with GolfTEC University, as prescribed by GolfTEC and the Professional Golfers' Association of America (PGA) with a 10-day program for Teaching Professionals which includes video analysis. Haight also has PING certification for Custom Club Fitting. Haight's tax returns support his business profession as a golf teaching professional.

### Curriculum

Haight proposed curriculums for Junior Class in three age levels 7-11, 8-15, and 10-17, whereas movement within the age ranges are dependent on skill level; Family Golf designed to introduce the game of golf together – parent and children; and a Women and Seniors program focusing on golf fundamentals with added drills for strength training, balance, and flexibility increasing one's quality of life. A sample marketing brochure, handouts and quizzes appropriate for the program were provided. A course for students who are ready for competitive tournament play was proposed to prepare students with course management, mental preparation, swing fixes, short game guidance, "reading" the green, strategy, and suggestions tailored to individual skill level and comprehension of the game. The curriculums are in accordance to the requirements and goals set by RAP. Haight also demonstrates enthusiasm for community outreach. Catering to the young and young at heart will bring new players to the game of golf in the City of Los Angeles (City). Haight's wish is to get the youth of our community on the right track to a life-long love for the game of golf.

#### Compensation

Haight proposed compensation below RAP's budgeted amount for each year of operation – Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour not to exceed Forty (40) hours per week and Fifty (50) weeks per year. Haight's proposal is Year 1: \$35.00 per hour; Year 2: \$36.00 per hour; and Year 3: \$37.00 per hour.

# CONCLUSION

Haight's proposal demonstrated a thorough and comprehensive plan to continue the Director of Instruction responsibilities at Tregnan. Haight is dedicated to help increase the number of golfers in the City by positive, personalized, and affordable instruction to new players of all ages. Haight is able to connect with various age groups and is effective introducing golf and advancing a student's skill level. A revised Tregnan curriculum will be a hybrid, approved by RAP staff, of the current golf program at Tregnan and new ideas of Haight. Compensation proposed by Haight is below the maximum allowed in the RFP, increasing after Year 1 and after Year 2 as his experience and value to RAP increases. Haight also shares RAP's goals to expand Youth, Family, and Senior Golf Instruction at RAP golf facilities outside of Tregnan to

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better serve outlying areas. RAP staff recommends that the Board approve the award of the Director of Instruction for Youth, Family, and Seniors Contract to Morgan J. Haight, for a term of one year with two one-year extension options exercisable at the sole discretion of RAP's General Manager.

# FISCAL IMPACT STATEMENT

Payments to Morgan J. Haight will come from the Golf Account. There is no impact to RAP's General Fund.

This Report was prepared by Stanley Woo, Management Analyst II, Concessions Division.

# LIST OF ATTACHMENTS

- Proposed Professional Services Contract between the City of Los Angeles and Morgan Haight for Director of Instruction for Youth, Family, and Seniors at Tregnan Golf Academy
- Board Report No. 16-256: Tregnan Golf Academy Release of a Request for Proposal for a Director of Instruction

# PROFESSIONAL SERVICES CONTRACT

Contractor: MORGAN J. HAIGHT

To continue the development and implementation of a golf program directed at youth, family and seniors, including golf class development in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist the Department of Recreation and Parks (RAP) in expanding the program developed at the Tregnan Golf Academy to other golf facilities throughout the City of Los Angeles.

Contract	Number:		

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### PROFESSIONAL SERVICES CONTRACT

### Between

# THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

And

MORGAN J. HAIGHT

For

DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY AND SENIORS AT TREGNAN GOLF ACADEMY

THIS CONTRACT is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and MORGAN J. HAIGHT, a Sole Proprietor (hereinafter referred to as CONTRACTOR).

WHEREAS, on December 14, 2016, the Board of Recreation and Park Commissioners approved the release of a Request for Proposal (RFP) to select a contractor to provide professional golf instruction and continue the development and implementation of a golf program directed at youth, family and seniors at Tregnan Golf Academy (TGA) (Report No. 16-256); and,

WHEREAS, BOARD finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services; and,

WHEREAS, BOARD finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the provision of Director of Instruction services; and,

WHEREAS, CONTRACTOR has the necessary qualifications, knowledge, expertise, and experience needed to perform the above mentioned duties; and,

WHEREAS, BOARD has determined that CONTRACTOR is capable of providing such services in accordance with the terms and conditions of this Professional Services Contract (CONTRACT);

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

# SECTION 1. DEFINITIONS

For the purpose of this CONTRACT, the following words and phrases are defined and shall be construed as hereinafter set forth:

CONTRACT: This Professional Services Contract consisting

of ten (10) pages and four (4) incorporated

documents (A-D) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, a municipal

corporation, acting by and through its Board of

Recreation and Park Commissioners

CONTRACTOR: Morgan J. Haight

FACILITY: Tregnan Golf Academy (TGA) and other CITY

owned golf courses

GENERAL MANAGER: General Manager of RAP or that person's

authorized representative, acting on behalf of

the CITY.

PROPOSAL submitted by CONTRACTOR on

February 7, 2017 and March 2, 2017, in response to the Request for Proposal released

December 28, 2016.

RAP The Department of Recreation and Parks

# SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this CONTRACT, CITY hereby grants to CONTRACTOR the right and obligation to provide director of instruction service and professional golf instruction, and to continue the development

and implementation of a golf program directed at youth, family and seniors, including the development of golf class curriculums for these groups in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist RAP with expanding such program, developed at TGA, to other golf courses throughout the City Golf Course System.

# SECTION 3. TERM OF CONTRACT

The term of this CONTRACT shall be from July 1, 2017 to June 30, 2018, with two oneyear options to extend, at the sole discretion of RAP's General Manager, or Designee; subject to early termination by RAP, as provided in Exhibit A – The Standard Provisions for City Contracts (Rev. 03/09). Performance may not begin until CONTRACTOR has obtained from the CITY approval of insurance required herein (Exhibit D).

Should RAP exercise the first option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that first option prior to March 31, 2018.

Should RAP exercise the second option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that second option prior to March 31, 2019.

Neither the CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke or renew the CONTRACT.

# SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

A. The representatives of the respective parties authorized to administer this CONTRACT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks Attn: Golf Manager, or Designee Golf Division Headquarters 3900 West Chevy Chase Drive Los Angeles, CA 90039

The representative of the CONTRACTOR shall be:

Morgan J. Haight 2137 N. Screenland Dr. Burbank, CA 91506

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five working days of said change.

# SECTION 5. DUTIES AND RESPONSIBILITIES

- A. Contractor Duties and Responsibilities Under the guidance and direction of the RAP's Golf Manager or designee, the Contractor shall:
  - Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to head the continued development and implementation of the youth, family and senior golf instruction program (Program).
  - Develop and implement golf curriculum and instruction for participants with varied ability levels and special needs (learning disabilities, physical handicaps, etc.), in accordance with PGA guidelines, including but not limited to:
    - a. Golf playing rules, etiquette, and safety regulations.
    - Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, oncourse play, teeing, playing strategy, and scoring.
    - Preparation for tournament and advanced play.
  - Provide professional golf instruction and spend at least half (50%) of the total number of hours on direct instruction (group classes) activities.
  - Not discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.

- Assist with managing Program operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
- Implement golf class programs, including supervising the implementation of curriculum by RAP employed instructors.
- Assist with selection and training of RAP employed instructors for youth, family and seniors golf instruction.
- 8. Expand the current Program developed for TGA to other City golf facilities.
- Organize golf tournaments and special events for participants to take place at TGA and/or other RAP golf facilities, and create golf tournament schedules, subject to the approval of RAP's Golf Manager or designee.
- Assist with securing and developing partnership opportunities with the private sector.
- Represent the Program at various community or professional events, meetings or seminars, at the discretion of RAP's Golf Manager or designee.
- Maintain professionalism. CONTRACTOR, while on or about the FACILITY and during promotion of the program away from the FACILTY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
- Work within designated hours of operation, unless directed otherwise by RAP's Golf Manager or designee.
- 14. Provide advance notice of a minimum of forty-eight (48) hours to RAP's Golf Manager or designee, and obtain written approval before taking unpaid time-off or working less than twenty (20) hours per week.
- 15. Submit invoices for payment on a bi-weekly basis for hours worked to RAP's Golf Manager or designee. Contractor shall not work and invoice for more than eighty (80) hours on a bi-weekly basis, nor work in excess of 40 hours per week without prior approval of RAP's Golf Manager or designee. "Banking" of hours is not allowed.
- Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit D).

- 17. Make no representation that CONTRACTOR is an employee of the City. Contractor must have RAP's Golf Manager or designee review printed materials relating to the Program, including business cards, and obtain approval before producing the printed material.
- 18. Undergo background check and fingerprinting. RAP shall have the right to approve or disapprove CONTRACTOR and terminate this Contract based on the results of a background check and fingerprinting. CONTRACTOR shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on CONTRACTOR prior to execution and during the term of this Contract. Failure to comply with this standard shall be a material breach of this CONTRACT and CONTRACTOR shall immediately vacate the FACILITY at RAP's instruction.
- 19. Provide documentation to confirm freedom from communicable Tuberculosis. Since CONTRACTOR shall, in connection with a park or golf course used for recreational purposes, be in a position requiring contact with children, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONTRACTOR shall provide RAP with a certificate indicating freedom from communicable tuberculosis.

# B. Professional Qualifications and Experience

Contractor shall inform RAP of any new or updated certifications acquired relating to golf education and training.

# SECTION 6. PAYMENT AND INVOICING

# A. Payment

- Contractor shall provide the work product as described Section 5 Duties and Responsibilities, as well as meet the PROPOSAL commitments.
- Contractor understands and agrees that he may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City.
- City shall pay Contractor for complete and satisfactory performance of the terms of this CONTRACT, as well as fulfillment of those commitments made in Contractor's PROPOSAL, attached hereto as Exhibit C and made a part hereof.

City shall pay Contractor the following compensation rates:

Year	Operating Date	Hourly Rate	Not to Exceed Bi-Weekly [1]	Not to Exceed Annually [2]
11	July 1, 2017 - June 30, 2018	\$35.00	\$2,800.00	\$70,000.00
2 (If applicable)	July 1, 2018 - June 30, 2019	\$36.00	\$2,880.00	\$72,000.00
3 (If applicable)	July 1, 2019 - June 30, 2020	\$37.00	\$2,960.00	\$74,000.00

<sup>[1]</sup> Based on hourly rate X maximum of 80 hours (40 hours per week at 2-week payment cycle).

# B. Invoicing

Invoices shall be submitted to:

Department of Recreation and Parks Attention: Golf Manager, or Designee Golf Division Headquarters 3900 West Chevy Chase Drive Los Angeles, CA 90039

- To ensure that services provided under personal services contracts are measured against services as detailed in the CONTRACT, the City Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.
- Contractor shall submit biweekly invoices, that at a minimum, contain the following information:
  - Name and address of Contractor
  - Name and address of City department being billed
  - Date of invoice and period covered
  - d. CONTRACT number
  - Description of completed task/project and amount due for task/project, including:
    - Name of personnel working on task

<sup>[2]</sup> Based on maximum 50 paid weeks per year permitted.

- Hours spent on task and timesheet supporting charges (if applicable)
- Rate per hour and total due
- f. Certification by the Golf Manager or Designee
- g. Discount and terms (if applicable)
- h. Remittance address (if different from company address)
- 4. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within thirty (30) days of service, and biweekly, and shall be payable to the Contractor no later than thirty (30) calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City's representative. Payment on invoices submitted during the City's fiscal year end will require additional time to process and may be delayed up to eight (8) weeks.
- 5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- 6. "Banking" of hours worked for future redemption invoicing is prohibited.
- 7. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

# SECTION 7. OWNERSHIP

A. CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analysis, studies, drawing, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by CONTRACTOR pursuant to the terms of this CONTRACT, are "Works Made for

Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property to the CITY.

- B. All documents and records (hereinafter collectively referred to as "documents") provided by CITY to CONTRACTOR shall remain the property of CITY and must be returned to CITY upon termination of this CONTRACT or at the request of CITY.
- C. The provisions of this section survive termination of this CONTRACT.

# SECTION 8. AMENDMENT TO CONTRACT

Any changes in the terms of this CONTRACT, including changes in the services to be performed, extension of the term, and any increase or decrease in pricing, shall be incorporated into this CONTRACT by a written amendment properly executed by both parties.

# SECTION 9. STANDARD PROVISIONS FOR CITY CONTRACTS

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Exhibit A and made a part hereof.

# SECTION 10. INCORPORATION OF DOCUMENTS

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

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

Exhibit B - Golf Youth Instructor Request for Proposal (CON-G16-005)

Exhibit C - Proposal submitted by Morgan J. Haight

Exhibit D - Insurance Requirements and Instructions

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

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this CONTRACT.

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

Ву:	MICHAEL A. SHULL General Manager	Date:	
MORG	GAN J. HAIGHT, a Sole Proprietor		
Ву:	MORGAN J. HAIGHT	Date:	_
BTRC			
	OVED AS TO FORM: AEL N. FEUER, City Attorney		
Ву:	Deputy City Attorney	Date:	

# STANDARD PROVISIONS FOR CITY CONTRACTS

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### STANDARD PROVISIONS FOR CITY CONTRACTS

# PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

# PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

# PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

# PSC-4. TIME OF EFFECTIVENESS

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

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

# PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

# PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

### PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes 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.

### PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

# PSC-9. WAIVER

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

# PSC-10. TERMINATION

#### A. TERMINATION FOR CONVENIENCE

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

#### B. TERMINATION FOR BREACH OF CONTRACT

- 1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
- If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
- If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

- 4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
- 5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
- The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### PSC-11. INDEPENDENT CONTRACTOR

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.

#### PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

# PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

#### PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

# PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

# PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

# PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

# PSC-18. FALSE CLAIMS ACT

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

#### PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### PSC-20. 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, CONTRACTOR 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 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 by CONTRACTOR 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 Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

# PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, 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 arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### PSC-22. INTELLECTUAL PROPERTY WARRANTY

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

# PSC-23. OWNERSHIP AND LICENSE

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

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

#### PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages 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 (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### PSC-25. DISCOUNT TERMS

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

# PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

#### PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

#### PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and 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.
  - This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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, 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. 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 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 CONTRACTOR.
- F. Upon a finding duly made that 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. 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 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, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- Intentionally blank.
- 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, 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:
  - Hiring practices;
  - Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - Training and promotional opportunities; and
  - Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject 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.

# PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its 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.
  - This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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 Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. 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 except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, 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. In addition thereto, such breach 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 Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars

- (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- Intentionally blank.
- Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or preaward conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - Classroom preparation for the job when not apprenticeable;
  - Pre-apprenticeship education and preparation;
  - Upgrading training and opportunities;
  - 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  - The entry of qualified women, minority and all other journeymen into the industry; and
  - The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

Q. 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.

#### PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies 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 Section 7110(b) of the California Public Contract Code.

# PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
  - CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  - 2. CONTRACTOR 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 shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  - 3. CONTRACTOR, 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 opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
  - Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

- CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(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 has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR 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 CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR 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. CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

# PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR 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 fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR 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. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

# PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

#### PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.
- B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
- C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

#### PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### EXHIBIT 1

#### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at <a href="https://www.lacity.org/cao/risk">www.lacity.org/cao/risk</a>. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

#### CONTRACTUAL REQUIREMENTS

#### CONTRACTOR AGREES THAT:

- Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

- 7. California Licensee. All insurance must be provided by an insurer <u>admitted</u> to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
- 8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.
- 9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name:	Date:		
Agreement/Reference:			
Evidence of coverages checked below, with the speccupancy/start of operations. Amounts shown are limits may be substituted for a CSL if the total per contents.	Combined Single Limits ("CSLs"). For Auto	mobile Lia	
			Limits
Workers' Compensation - Workers' Compensat	ion (WC) and Employer's Liability (EL)	WC EL	Statutory
☐ 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 Professional Liability (Errors and Omissions)	To this contract, ones than communing to non v	VOIK)	
Property Insurance (to cover replacement cost of b	building - as determined by insurance company)		
☐ All Risk Coverage	☐ Boiler and Machinery		
☐ Flood Earthquake	☐ Builder's Risk		
Pollution Liability			
Surety Bonds - Performance and Payment (Labor a Crime Insurance	nd Materials) Bonds	100 % of	Contract Price
Other:			



# City of Los Angeles

Department of Recreation and Parks

# Request for Proposal (CON-G16-005)

# DIRECTOR OF INSTRUCTION

For Youth, Family and Seniors At Tregnan Golf Academy





Release Date:

Due Date:

December 28, 2016

Pre-Proposal Conference: January 10, 2017 (see Exhibit B) February 7, 2017 (see Exhibit B)

Deliver To:

City of Los Angeles

Department of Recreation and Parks

**Board of Recreation and Park Commissioners** 221 N. Figueroa Street, 3rd Floor, Rm. 300

Los Angeles, CA 90012

RFP Coordinator:

Stanley Woo, Management Analyst II

Email: Telephone: Stanley.Woo@lacity.org

Fax:

(213) 202-4323 (213) 202-4311

Web:

www.laparks.org/proposal.htm

http://www.labavn.org/

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# REQUEST FOR PROPOSALS FOR DIRECTOR OF INSTRUCTION

#### I. INTRODUCTION

The City of Los Angeles (City) Department of Recreation and Parks (RAP) is pleased to offer an opportunity for a well-qualified individual to serve as Director of Instruction at Tregnan Golf Academy (TGA) (Exhibit I) in Griffith Park.

Built by private donations and foundation grants, TGA is a state-of-the-art training and practice facility designed primarily for youth. TGA features 3 practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center.

A golf instruction program was developed at TGA to include golf playing rules, etiquette, safety regulations and specialized instructions. The program was designed to target underrepresented groups, such as youth and seniors. With the assistance of a Director of Instruction, RAP may expand the program to other golf courses throughout the City.

Proposers should demonstrate the ability to operate this type of business under guidelines of the Professional Golfers' Association (PGA), and document compliance with appropriate laws and regulations. Instructions to Proposers are provided in Exhibit B.

The selected proposer (Contractor) shall demonstrate the ability to implement a youth, family and seniors instruction program (Program) that will meet or exceed RAP objectives and incorporate innovative ideas as approved by RAP.

#### II. OBJECTIVE

RAP seeks an experienced contractor to continue the development and operation of a program directed at youth, family and seniors. This includes developing a golf class curriculum in accordance with PGA guidelines.

The objective of this Request for Proposal (RFP) is to enter into a Professional Services Contract (Contract) with the most qualified proposer responding to this RFP. Proposers must have experience in golf instruction to youth, family and seniors at public or private golf courses. Preference will be given to proposers who have earned Class "A" (PGA) status.

The term of this Contract will be one year, with two one-year renewal options, exercisable at the sole discretion of the General Manager. Compensation will not exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour, Forty (40) hours per week, with a maximum of two thousand (2,000) hours per year. Note: two thousand (2,000) hours = fifty (50) forty (40)-hour work weeks. Compensation will not exceed Seventy-Five Thousand Dollars (\$75,000.00) per year, and total compensation over the

possible three year term of the contract will not exceed Two Hundred Twenty-five Thousand Dollars (\$225,000.00). Proposers shall indicate acceptable hourly compensation at or under the Thirty-Seven Dollars and Fifty Cents (\$37.50) limit.

Contract amounts stated herein are an estimate; there is no guarantee that the total compensation amount will be reached. RAP guarantees no minimum amount of business or compensation. The Contract awarded through this RFP shall be subject to funding availability and to earlier termination by RAP, as provided in Standard Provisions for City Contracts (Rev. 3/09) (Exhibit A).

RAP will provide equipment and materials necessary for the golf program, such as golf clubs, instructional golf equipment and training aids for participants.

#### III. DUTIES AND RESPONSIBILITIES

Under the guidance and direction of the Golf Manager or Designee, Contractor must be willing and able to commit to the following:

- Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to continue development and operation of the Program.
- Develop and implement golf curriculum and instruction with varied ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including but not limited to:
  - Golf playing rules, etiquette, and safety regulations.
  - Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - Preparation for tournament and advanced play.
- Provide professional golf instruction and spend at least fifty precent (50%) of the total number of hours on direct instruction activities.
- No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
- Assist with managing operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
- Implement golf class programs, including supervising the execution of curriculum by RAP employed instructors.

- Assist with selection and training of RAP employed instructors.
- 8. Expand the current Program developed for TGA to other City golf facilities.
- Organize golf tournaments and special events for Program participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
- Assist with securing sponsorship from, and developing partnership opportunities with, the private sector.
- Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
- 12. Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILTY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
  - Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
  - 14. Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty hours per week.
  - 15. Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty hours on a bi-weekly basis. Working in excess of forty (40) hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours for future redemption invoicing is not allowed.
- Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit F).
  - Make no representation that Contractor is an employee of the City.
  - 18. Undergo background check and fingerprinting.
  - 19. Provide documentation to confirm freedom from communicable Tuberculosis.

#### IV. COMPLIANCE DOCUMENTS

As part of the RFP process, all proposers are to review, complete, and submit the compliance documents attached hereto as Exhibit D, which contains information, related forms, and instructions.

Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on the City's Bureau of Contract Administration (BCA) website (<a href="http://bca.lacity.org/index.cfm">http://bca.lacity.org/index.cfm</a>), and/or by phone with the administering City Department or agency of a given ordinance or compliance document. Exemptions from certain ordinances may apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

#### V. PROPOSAL ITEMS

The following Section, along with the Duties and Responsibilities (Section III) and the Standard Provisions for City Contracts (Rev. 3/09) (Attachment A), will comprise the fundamentals of the Contract. In the written proposal, proposers should include detailed responses to each of the Proposal Submittal Items. If selected, the proposer must be willing and able to commit to the Proposal Submittal Items.

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

NOTE: ONLY ONE OPTION FOR EACH PROPOSAL CRITERION WILL BE ACCEPTED PER SUBMITTAL. MULTIPLE PROPOSAL OPTIONS CONTAINED IN A SINGLE PROPOSAL WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP. HOWEVER, PROPOSERS ARE WELCOME TO SUBMIT MORE THAN ONE PROPOSAL IN RESPONSE TO THIS RFP.

#### A. Executive Summary

The Executive Summary must be limited to two typed pages (single-space, 12 font, or similar) and must provide a comprehensive but concise summary of the Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to provide the services outlined in this RFP. Include name and address of the Proposer, telephone number and e-mail address.

#### B. Background and Experience

Only entities that possess relevant experience providing golf instruction services

and programming to youth, family, and seniors at public or private golf courses will be considered. Proposer shall submit a list of their experience, qualifications and references as stated below:

# Experience and Qualifications

The following are items that are to be included to present the Proposer's qualifications:

- Time in business providing golf instruction (in years and months).
- Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.
- List current operational location(s).
- Provide copy of Class "A" Professional Golfers' Association (PGA) teaching card.
- Additional relevant certifications and/or documentation which demonstrates Proposer's experience and qualifications.
- Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 Federal tax returns (include copies).

#### 2. Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (Exhibit H) to include the following information:

- Client's name and address.
- Dollar amount of the entire project.
- Beginning and ending dates of the contracts.
- Contact person to provide reference (include name, title, telephone number, and e-mail address).
- Scope of Services including titles, duties, and tasks.
- Contracts terminated since 2005 with an explanation of reason(s) for termination.

#### References

Proposer shall attach at least two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. The letters are to include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any previous clients for information on the proposer.

#### C. Proposed Curriculum

- Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:
  - Golf playing rules, etiquette, and safety regulations.
  - Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - Preparation for tournament and advanced play.
  - Teaching methods and approach to providing the services requested in this RFP.
  - Include sample handouts, quizzes, and other teaching aids.
  - Include sample program descriptions, flyers, brochures or other promotional material.

#### D. Proposed Compensation

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.

Item#	Item Description	Amount
D.1	Proposed hourly compensation rate.	

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (first renewal option).

Item#	Item Description	Amount
D.2	Proposed hourly compensation rate.	

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (second renewal option).

Item#	Item Description	Amount
D.3	Proposed hourly compensation rate.	

#### VI. CONTRACTUAL AND OPERATING RESPONSIBILITIES

If awarded a contract, the Contractor will be obligated to perform the responsibilities as described in:

- 1) This RFP.
- 2) The submitted proposal in response to this RFP.
- 3) The Sample Contract for the Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy (Exhibit E). Please note that the Sample Contract will be modified to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- 4) Compliance documents as described in Section V.
- The Standard Provisions for City Contracts (Rev. 03/09 or latest version) (Exhibit A).
- 6) Insurance Requirements acceptable to the CAO Risk Manager for Director of Instruction for Youth, Family and Seniors at TGA, and City as an additional insured (Exhibit F).

#### VII. EVALUATION AND AWARD

#### A. Evaluation Process and Scoring Criteria

RAP reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. Each proposer must pass Level I in order to advance to Level II.

Level I – Compliance with RFP Submission Requirements: RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with requirements and document submissions.

In order to be found responsive to the RFP under Level I Evaluations, Proposals must include:

- Proposal Submission Letter (Exhibit G)
- Proposal Deposit of Two Thousand Dollars (\$2,000.00). (Exhibit B)
- Compliance Documents referenced in Section IV. (Exhibit D)
- Proposal Items referenced in Section V. (Exhibits C and H)

#### Level II – Evaluation and Scoring Criteria of Proposal Items:

For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

Background and Experience (50 points possible): RFP Section V.B

Curriculum (30 points possible): RFP Section V.C

Compensation (20 points possible): RFP Section V.D.

#### B. Evaluation and Recommendation

Responsive proposals will be scored in each of the criteria above and ranked according to scores by an evaluation panel comprised of qualified persons, which may include individuals outside RAP. Interviews of the Proposers may be scheduled for the purpose of clarifying matters or responding to questions by the Evaluation Panel.

The City reserves the right to conduct investigations with respect to the qualifications of each Proposer and any information contained in its proposal.

All proposals will be evaluated on the basis of the criteria listed above and the ranking of the panel will serve as a basis to formulate the RAP General Manager's written recommendation to the Board of Recreation and Park Commissioners (referred to herein as, "Board").

#### C. RAP Award

The General Manager recommends contract awards to the Board. RAP shall notify all proposers of the recommendation.

The Board will consider the General Manager's recommendation during a public Commission meeting and may accept or reject the recommendation in making their decision as to the selection.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Contracts are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Contract.

Upon award, Contractor will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws within sixty (60) days of written notification by RAP. If Contractor does not execute the awarded contract and any other necessary documents within sixty (60) calendar days of receiving the contract for signature, RAP may unilaterally rescind the contract award at its sole discretion.

#### D. Protest to RFP or RFP Provision

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### E. City's Right to Reject Proposals and to Waive Informalities

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to 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."

F. Constitutional and Other Limits on Contractor's Rights to Exclusivity
Notwithstanding exclusivity granted to the Contractor by the terms of the
awarded Contract, the City in its discretion may require Contractor, without any
reduction in cost recovery reimbursement fees or other valuable consideration to
Contractor, 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.

#### IMPORTANT:

# Charter Section 371(e)(10)

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of RAP operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP needs and therefore opts to utilize the standard request for proposals process.

#### VIII. EXHIBITS

- A. Standard Provisions for City Contracts (Rev. 3/09 or latest version)
- B. Instructions to Proposers
- C. Level | Requirements
- D. Compliance Documents
- E. Sample Contract for Director of Instruction
- F. Insurance Requirements and Instructions
- G. Proposal Submission Letter
- H. Experience with Similar Contracts Table
- Map of Tregnan Golf Academy

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#### STANDARD PROVISIONS FOR CITY CONTRACTS

#### PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

#### PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

# PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

# PSC-4. TIME OF EFFECTIVENESS

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

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

#### PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

#### PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

#### PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes 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.

#### PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### PSC-9. WAIVER

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

#### PSC-10. TERMINATION

#### A. TERMINATION FOR CONVENIENCE

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

#### B. TERMINATION FOR BREACH OF CONTRACT

- Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
- If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
- If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

- In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
- 5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
- The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### PSC-11. INDEPENDENT CONTRACTOR

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.

### PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

### PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

### PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

### PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

# PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

### PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

### PSC-18. FALSE CLAIMS ACT

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

### PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

### PSC-20. 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, CONTRACTOR 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 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 by CONTRACTOR 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 Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

### PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, 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 arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

### PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

### PSC-23. OWNERSHIP AND LICENSE

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

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

### PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages 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 (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

### PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

### PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

### PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

### PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and 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.
  - This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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, 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. 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 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 CONTRACTOR.
- F. Upon a finding duly made that 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. 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 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, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- 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, 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:
  - Hiring practices;
  - Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - Training and promotional opportunities; and
  - Reasonable accommodations for persons with disabilities.
- Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject 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.

### PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its 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.
  - This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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 Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. 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 except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, 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. In addition thereto, such breach 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 Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars

- (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or preaward conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - Classroom preparation for the job when not apprenticeable;
  - 3. Pre-apprenticeship education and preparation;
  - Upgrading training and opportunities;
  - 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work:
  - The entry of qualified women, minority and all other journeymen into the industry; and
  - The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

Q. 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.

### PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies 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 Section 7110(b) of the California Public Contract Code.

# PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
  - CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  - 2. CONTRACTOR 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 shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  - 3. CONTRACTOR, 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 opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
  - Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

- CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(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 has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR 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 CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR 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. CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

### PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

### PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR 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 fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR 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. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

# PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

### PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.
- B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
- C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

### PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

### **EXHIBIT 1**

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at <a href="www.lacity.org/cao/risk">www.lacity.org/cao/risk</a>. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

### CONTRACTOR AGREES THAT:

- Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

- 7. California Licensee. All insurance must be provided by an insurer <u>admitted</u> to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
- 8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.
- 9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Exhibit 1 (Continued) Required Insurance and Minimum Limits

lame: Date:				
Agreement/Reference:  Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.				
			Limits	
Workers' Compensation - Workers' Compensat	ion (WC) and Employer's Liability (EL)	WC EL	Statutory	
☐ 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 Professional Liability (Errors and Omissions)				
Property Insurance (to cover replacement cost of b	ouilding - as determined by insurance company)			
☐ All Risk Coverage	☐ Boiler and Machinery			
☐ Flood	☐ Builder's Risk			
☐ Earthquake				
Pollution Liability				
Surety Bonds - Performance and Payment (Labor and Materials) Bonds Crime Insurance		100 % of Contract Price		
Other:				

### INSTRUCTIONS TO PROPOSERS

### A. Submitting a Written Proposal

To be considered for award of this contract, proposing entities must submit a sealed, written proposal in response to the Proposal Submittal Items indicated in the Request for Proposals (RFP). Proposals must provide information about the proposer's background, current business practice, applicable experience, and plans to operate the Youth, Family and Seniors Golf Program as Director of Instruction. Proposals will be evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

- Make sure your proposal is well-organized and easy to read.
- Verify that your proposal is complete and that you have completely responded to all proposal items and compliance documents in the RFP.
- Formulate your responses precisely and with detail; avoiding vague, meaningless, or open-ended responses.
- Make sure your proposal demonstrates that any projections to expand the program are realistic and sustainable.
- Clearly describe what you will bring to the program.
- If there are significant risks in your program strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award of the proposed contract; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item. In the written proposal, proposers must include responses to <u>ALL</u> proposal items. Proposers will not be able to add to, or modify their proposals after the proposal due date.

THE CITY RETAINS THE RIGHT AND MAY DEEM A PROPOSER NON-RESPONSIVE IF THE PROPOSER FAILS TO PROVIDE ALL REQUIRED DOCUMENTATION.

### B. Submitted Proposals

The submitted proposal accepted by Recreation and Parks (RAP) in writing, in

accordance with applicable statutes, constitutes a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material, providing only necessary information which best describes the experience and qualifications, proposed curriculum, and proposed compensation of the Proposer.

### Proposals must contain ALL of the following:

### 1. Proposal Submission Letter

All Proposers are to submit a Proposal Submission Letter (see Exhibit G of the RFP).

### 2. Proposal Deposit

All proposals must include a Two Thousand Dollar (\$2,000.00) Proposal Deposit in the form of a <u>cashier's check only</u>, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into a contract (hereinafter, "Contract") as the Director of Instruction for the Youth, Family and Seniors Golf Program at Tregnan Golf Academy. The selected proposer shall have thirty (30) calendar days after the contract is sent to selected proposer for signature to review, sign, and return the contract to RAP. In the event the selected proposer fails to return the signed contract and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after sixty (60) calendar days after the contract is sent to selected proposer for signature, the contract is not signed and returned, the City maintains the right to select the proposer with the next highest selection ranking.

The Proposal Deposit of the successful proposer will be released upon evidence of insurance (see Exhibit F of the RFP) and execution of the Contract. In the event that an award is made and the successful proposer fails to execute the Contract or fails to provide evidence of insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by RAP.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of a contract with the proposer awarded the Contract. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Contract and another proposer is considered for award. Please note that the execution of the Contract may take up to eight months to complete.

### 3. Proposal Items

Proposers are to submit detailed responses to all of the Proposal Items in Section V of the RFP.

- Executive Summary
- Background and Experience
- Proposed Curriculum
- Proposed Compensation

### 4. Compliance Documents

This is a new RFP for a new contract. Previous compliance document submittals and/or waivers do not apply. The appropriate forms must be completed and submitted. (See Section IV and Exhibit D of the RFP.)

### C. Proposal Submittal Information:

### Deadline for Submission

To be considered, proposals must be received on or before 1:00 PM, Tuesday February 7, 2017.

### Where to Submit your Proposal

The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled "Proposal for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy." Said envelope(s) or box(es) shall have the name and address of the Proposer on the outside and be delivered to:

Los Angeles Department of Recreation and Parks
Office of the Board of Commissioners
Attention: Board Secretary
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

### Number of Copies

Please provide one (1) original and four (4) copies, and one (1) non-bound reproducible copy. An original is one in which a form requiring a signature must be signed in wet ink. A reproducible copy is one that can readily be reproduced through a photocopier.

### Important Notices

Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the

proposer(s) announced. No other information regarding the proposals will be made public until such time as a recommendation concerning proposals is made to the Board.

The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board at (213) 202-2610, Attn: Board Secretary. The phone number for the Board Office is (213) 202-2640. A written request, signed by an authorized representative of the proposing business entity, must be submitted to the Board Office. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP, and the contents of the proposal submitted by the successful proposer, may become contractual obligations if a contract is awarded. Failure of the selected proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

### Pre-Proposal Conference and Site Visit:

Date: January 10, 2017

Conference Time: 10:00 AM

Location: City of Los Angeles

Central Service Yard Golf Division Headquarters

3900 Chevy Chase Drive, Los Angeles, CA 90039

(Free parking available)

The purpose of the conference is to clarify the contents of this RFP and to discuss the Director of Instruction for Youth, Family and Seniors Golf Program. Attendance is mandatory. It is highly recommended that prospective proposers read the complete RFP prior to the conference and begin preparation of their proposal in order to maximize the benefits of the conference. The Tregnan Golf Academy site visit will take place shortly after the pre-proposal conference.

To maximize the effectiveness of the conference, the RFP Coordinator requests that, to the extent possible, proposers provide questions in writing prior to the conference. This

will enable the RFP Coordinator to prepare responses in advance. Questions concerning the RFP should be e-mailed to the RFP Coordinator at <a href="maileo-stanley.Woo@lacity.org">Stanley.Woo@lacity.org</a> with "Director of Instruction RFP" in the e-mail subject line or mailed to:

Department of Recreation and Parks
Partnership Division/Concessions Unit
Attention: Stanley Woo
221 N. Figueroa Street, Suite 200
Los Angeles, CA 90012

Additional questions may be accepted, in writing, at the conference. However, responses may be deferred and provided as addenda to the RFP at a later date. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the passage can be quickly found in the RFP. The City reserves the right to group similar questions when providing answers.

If the City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the RFP Coordinator listed above and below. Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the City not receiving the best possible responses from proposers.

Please direct all comments and questions to the RFP Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Name: Stanley Woo, RFP Coordinator

Address: 221 N. Figueroa Street, Suite 200, Los Angeles, CA 90012

E-mail: Stanley.Woo@lacity.org

Fax: 213-202-4311

### D. Document Check

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the RFP Coordinator at the address above.

The complete RFP package and all forms and information in the Exhibits are also available at <a href="www.laparks.org/proposal.htm">www.laparks.org/proposal.htm</a> and on the Los Angeles Business Assistance Virtual Network (LABAVN) at <a href="www.labavn.org">www.labavn.org</a>. Should you find a

discrepancy in or omissions from said documents, or have questions as to their meaning, notify the RFP Coordinator by e-mail no later than 24-hours prior to the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

### IMPORTANT:

### Charter Section 371(e)(10)

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation, and maintenance of RAP's operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP's needs and therefore opts to utilize the standard request for proposals process.

### LEVEL I REQUIREMENTS

In order to be found responsive under Level I requirements, each of the following must be addressed. Refer to the applicable Request for Proposal (RFP) sections for additional detail.

### 1. Compliance Documents

As part of the RFP process (Section IV of the RFP), all proposers are to review, complete, and submit compliance documents. Information, related forms, and instructions are located in Exhibit D of the RFP ("Compliance Documents").

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

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

The following compliance documents MUST be included with your proposal:

- a. Proposer's Signature Declaration and Affidavit (Section I.A of Exhibit D) The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Concession Contract must be consistent. Only the original notarized form is acceptable.
- Disposition of Proposals (Section I.B of Exhibit D)
   The document must be signed by an individual authorized to bind the proposer.
- Nondiscrimination, Equal Employment Practices, and Affirmative Action Program (Section I.C of Exhibit D) Please read instructions in Exhibit D.
- d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit D) Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
- e. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO)
   (Section I.E of Exhibit D) Please read the instructions in Exhibit D.
- f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – only if applying for an exemption (Section I.F of Exhibit D). Submittal of

documents only required if the proposer is applying for an exemption to the ordinance requirements.

g. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D)

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.

Proposers 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 proposer's BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (<a href="https://www.labavn.org">www.labavn.org</a>). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	18%
WBE Participation:	4%
SBE Participation:	25%
EBE Participation:	_8%
DVBE Participation:	3%

- Municipal Lobbying Ordinance / Bidder Certification CEC Form 50 (Section I.H of Exhibit D) Please read the instructions in Exhibit D.
- Prohibited Contributions CEC Form 55 (Section I.I of Exhibit D)
   Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H).

   Please read the instructions in Exhibit D.
- Form W-9, Request for Taxpayer Identification Number (TIN) and Certification Please read the instructions in Exhibit D.

 Iran Contracting Act of 2010 Compliance Affidavit Please read the instructions in Exhibit D.

Only the proposer selected for award of this contract is required to submit the following additional required items prior to execution of the Contract (within sixty [60] calendar days from the date the contract is awarded by the Board to the selected proposer):

- Americans with Disabilities Act Certification
- m. Business Tax Registration Certificate
- n. Certification of Compliance with Child Support Obligations
- o. Contractor Responsibility Ordinance Pledge of Compliance
- p. City-Approved Proof of Insurance (See separate exhibit attached to RFP)
- q. City-Approved Performance Deposit (See RFP for acceptable forms of deposit)
- Los Angeles Residence Information (location of selected Contractor's headquarters and percentage of workforce residing in Los Angeles)
- s. LWO/SCWRO Additional related forms from item "f" above
- t. Slavery Disclosure Affidavit

Failure of the successful proposer to submit items "I" through "t" above, and submit a signed Contract within sixty (60) calendar days of award (as notified in writing by the RAP Board Office) shall cause the proposal to be deemed non-responsive and will result in cancellation of the award and forfeiture of the proposal deposit.

### PLEASE PROVIDE A RESPONSE TO THE FOLLOWING:

### 2. PROPOSAL ITEMS:

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

### A. Executive Summary (RFP Section V.A) (No points awarded)

The Executive Summary must be limited to two (2) typed pages (single-space, 12-point font, or similar) and must provide a comprehensive but concise summary of the

Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to perform the programs and services outlined in this RFP. Also include name and address of the Proposer, telephone number and e-mail address.

### B. Background and Experience (RFP Section V.B) (50 points possible)

Describe your background and experience in golf instruction and programming to youth, family and seniors.

Note: This section pertains to your CURRENT qualifications, operations, and PAST experience; not your PROPOSED operation for this Professional Services Contract for youth, family and seniors golf instruction and programming.

### Experience and Qualifications

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

- B.1.a Time in business providing golf instruction (in years and months).
- B.1.b Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.
- B.1.c List current operational location(s).
- B.1.d Copy of Class "A" Professional Golfers' Association (PGA) teaching card.
- B.1.e List other certifications and/or documentation which demonstrates Proposer's experience and qualifications. Include copies.
- B.1.f Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 federal tax returns. Provide copies of 2014 and 2015 federal tax returns.

### 2. Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (RFP Exhibit H) to include the following information:

- B.2.a Clients name and address.
- B.2.b Dollar amount of the entire project.
- B.2.c Beginning and ending dates of the contracts.
- B.2.d Contact person to provide reference (include name, title, telephone number, and e-mail address).
- B.2.e Scope of Services (include titles, duties, and tasks).

B.2.f List contracts terminated since 2005 with an explanation of reason(s) for termination.

### References

Proposer shall provide the following reference information.

B.3 Two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. Letters must include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any identified previous clients to request information on the performance of the proposer.

### C. Proposed Curriculum (RFP Section V.C) (30 points possible)

Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:

- C.1 Golf playing rules, etiquette, and safety regulations.
- C.2 Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
- C.3 Preparation for tournament and advanced play.
- C.4 Teaching methods and approach to providing the services requested in this RFP.
- C.5 Include sample handouts, guizzes, and other teaching aids.
- C.6 Include sample program descriptions, flyers, brochures or other promotional material.

### D. Proposed Compensation (RFP Section V.D) (20 points possible)

- D.1 Proposed hourly compensation rate year one.
  - Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.
- D.2 Proposed hourly compensation rate year two.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (pending approval of first renewal option).

D.3 Proposed hourly compensation rate - year three.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (pending approval of second renewal option).



## **EXHIBIT D**

# COMPLIANCE DOCUMENTS

REQUEST FOR PROPOSALS

Partnership and Revenue Branch Concessions Unit 221 North Figueroa Street, Suite 200 Mail Stop 625-26 Los Angeles, CA 90012

Fax:

Telephone: (213) 202-3280 (213) 202-4311

Web:

www.laparks.org/proposal.htm



### COMPLIANCE DOCUMENTS - REQUEST FOR PROPOSALS

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- G. Business Inclusion Program
- H. Municipal Lobbying Ordinance / Bidder Certification CEC Form 50
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- J. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- K. Iran Contracting Act of 2010 Compliance Affidavit

### SECTION II - Compliance Documents to be submitted by Selected Proposer

- L. Americans with Disabilities Act Certification
- M. Business Tax Registration Certificate
- N. Certification of Compliance with Child Support Obligations
- O. Contractor Responsibility Ordinance Pledge of Compliance
- P. City-Approved Proof of Insurance (See separate exhibit attached to RFP)
- Q. City-Approved Performance Deposit (See RFP for acceptable forms of deposit)
- R. Los Angeles Residence Information
- S. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) Additional Forms
- T. Slavery Disclosure Affidavit



### SECTION I

Compliance Documents to be Submitted with Proposals

# PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

### SECTION A

### PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

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

### INSTRUCTIONS:

- a. Sign and Notarize the Document
- b. Submit with the Bid/Proposal

### Signatures:

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

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

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the

affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in

the absence of the Secretary.

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

### AFFIDAVIT TO ACCOMPANY PROPOSALS

(	Insert "Sole Owner", "General Partner", "President", "S	Secretary", or other proper title)
is of	Name of firm / business entity)	
		227
Who sub	mits herewith to City of Los Angeles the attached pro	posal:
statemen	eposes and states: That said proposal is genuine; that ts of fact therein are true; that such proposal was artnership, company, association, organization or cor	not made in the interest or behalf of any
or conference is to awar	eposes and states: That the proposer has not directly ence with anyone attempted to induce action prejudic of the contract, or of any other proposer, or anyone esser has not in any manner sought by collusion to se	cial to the interests of the public body which lse interested in the proposed contract: tha
Affiant fu proposer:	rther deposes and states that prior to the public o	pening and reading of proposals the said
(a)	Did not, directly or indirectly, induce or solicit anyo	ne else to submit a false or sham proposal;
(b)	Did not, directly or indirectly, collude, conspire, or proposer or anyone else or fix the proposal price raise or fix any overhead, profit or cost element of	e of said proposer or of anyone else, or to
(c)	Did not, directly or indirectly, submit its proposal contents thereof, or divulge information or departnership, company, association, organization, agent thereof, or to any individual or group of inditionany person or persons who have a partnership on its business.	ata relative thereto, to any corporation proposal depository, or to any member or viduals, except to the awarding authority or
	and and agree that any falsification in the affidavit will on of any concession contract awarded pursuant to the	
	certify or declare under penalty of perjury under the is true and correct.	ne laws of the State of California that the
STATE O	F CALIFORNIA OF	
Subscribe	ed and sworn to before me this day of	V
		(Signature)
(Month / Y	(ear)	(Title)
(Notary P	ublic)	(Date)
(INOLALY I	didno,	(Date)

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

## DISPOSITION OF PROPOSALS

### SECTION B

### DISPOSITION OF PROPOSALS

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

### INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Bid/Proposal

### Signatures:

The person signing must be authorized to bind the proposer.

### Disposition of Proposals

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

"The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

"I have read and understand the Disposition of Proposals may release any materials and information contains undersigned's firm in the event that the required hold have Proposal."	ed in the proposal submitted by the
Signature of person authorized to bind proposer	Date

RFP EXHIBIT D

### SECTION C

### NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM

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

All contracts for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <a href="http://bca.lacity.org">http://bca.lacity.org</a>.

### INSTRUCTIONS:

No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

# CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

### SECTION D

### CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

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

### bca.lacity.org

### INSTRUCTIONS:

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

### CITY OF LOS ANGELES CONTRACTOR RESPONSIBILITY ORDINANCE

(Los Angeles Administrative Code Section 10.40 et seq.)

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

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

### 2. When was the Ordinance adopted?

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

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

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

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

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

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

<u>Service agreements</u>: Agreements covered under the general category of a "service agreement" include;

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

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

<u>Purchase agreements</u>: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

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

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

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

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

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

### 7. What is a Responsibility Questionnaire?

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

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

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

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

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

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

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

### 11. How long will the Questionnaires be posted?

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

### 12. What happens during the 14 calendar-day posting period?

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

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

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

### 14. Are contract amendments subject to the CRO?

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

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

The CRO requires a contractor to:

 Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any
  governmental agency has started an investigation into violations of, or has found that the
  contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

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

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

### 17. What about subcontractors?

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

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

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

### 19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

- (1) Agreements exempt from all the CRO requirements:
- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.
- (2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

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

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

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

### CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

### A. CONTACT INFORMATION

City Department/Division Awarding Contrac	t Cit	y Contact Person	Phone
City Bid or Contract Number (if applicable) a	and Project Title		
BIDDER/CONTRACTOR INFORMA	ATION		
Bidder/Proposer Business Name			
Street Address	City	State	Zip
Contact Person, Title		Phone	Fax
TYPE OF SUBMISSION:			
The Questionnaire being submitted	is:		
☐ An initial submission of a comple	eted Questionnaire.		
☐ An update of a prior Questionnai	re dated//		
	ty of perjury under the laws of the since the last Responsibility Ques ch a copy of that Questionnaire a	tionnaire dated	there has been n
Print Name, Title	Signature	Date	

☐ Corporation: Date incorporated:// List the corporation's current officers.	State of incorporation:
President:	
Vice President:	
Secretary:	
Treasurer:	
☐ Check the box only if your firm is a publicly trad List those who own 5% or more of the corporation Publicly traded corporations need not list the owne	s stocks. Use Attachment A if more space is needed
☐ Limited Liability Company: Date of formation: List members who own 5% or more of the company	
Partnership: Date formed:// Sta List all partners in your firm. Use Attachment A if m	
□ Sole Proprietorship: Date started:// List any firm(s) that you have been associated with	

### 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 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

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

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

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

### D. FINANCIAL RESOURCES AND RESPONSIBILITY

5.	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.
6.	Is your company in the process of, or in negotiations toward, being sold?
	□ Yes □ No
	If Yes, explain the circumstances on Attachment B.
E.	PERFORMANCE HISTORY
7.	How many years has your firm been in business?Years.
8.	Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
	□ Yes □ No
	If, Yes, list on an 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.
9.	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 or proposing. 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.
	☐ Check the box if you have not had any similar contracts in the last five years
10.	. 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.
11.	. 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.
12.	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.

### F. DISPUTES

	the ques	For part (c), check <b>Yes</b> only if the matter proceeded to court litigation. If you answer <b>Yes</b> to any of stions below, explain the circumstances surrounding each instance on Attachment B. <u>You must he following in your response: the name of the plaintiffs in each court case, the specific causes of each case; the date each case was filed; and the disposition/current status of each case.</u>
	(a) Paym	nent to subcontractors?
	☐ Yes	□ No
(b) Work performance on a contract?		
	☐ Yes	□ No
	(c) Empl	oyment-related litigation brought by an employee?
	☐ Yes	□ No
14	Does you	ur firm have any outstanding judgements pending against it?
	☐ Yes	□ No
	If Yes, ex	xplain on Attachment B the circumstances surrounding each instance.
15	In the pa	st five years, has your firm been assessed liquidated damages on a contract?
	If Yes,	explain on Attachment B the circumstances surrounding each instance and identify all such the amount assessed and paid, and the name and address of the project owner.
G.	COMPL	IANCE
16.	assessed administe	st five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, any penalties, or been found to have violated any laws, rules, or regulations enforced or ered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the ner" does not include owners of stock in your firm if your firm is a publicly traded corporation.
	☐ Yes	□ No
	and the second second	eplain on Attachment B the circumstances surrounding each instance, including the entity that was the dates of such instances, and the outcome.
17.	or any p	se is required to perform any services provided by your firm, in the past five years, has your firm, erson employed by your firm, been investigated, cited, assessed any penalties, subject to any ry action by a licensing agency, or found to have violated any licensing laws?
	☐ Yes	□ No
	If Yes, ex	plain on Attachment B the circumstances surrounding each instance in the last five years.

13. 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

Pri	nt Name, Tit	le	Signature	Date
que l h	estions conta ave provided	penalty of perjury und ained in this questionn d full and complete ar	er the laws of the State of California that I haire and the responses contained on all Attaiswers to each question, and that all inform the to the best of my knowledge and belief.	nave read and understand the achments. I further certify that
	If Yes, expl	ain on Attachment B t	he circumstances surrounding each instance	),
	☐ Yes	□ No		
20	bidding of governmen	a government contr t contract, or the crin	rm or any of its owners or officers been con ract, the awarding of a government con ne of fraud, theft, embezzlement, perjury, b ose who own stock in a publicly traded corpo	tract, the performance of a ribery? For this question, the
	☐ Yes	□ No		
			our firm been convicted or found liable in a sentation(s) to any governmental entity or pu	
	☐ Yes	□ No		
			governmental entity or public utility alleged terial misrepresentation(s)?	I or determined that your firm
	☐ Yes	□ No		
		vernmental entity or p il misrepresentation(s)	ublic utility currently investigating your firm f	or making (a) false claim(s) or
19	the term "f owners of	irm" includes any own stock in your firm if t	elow, check <b>Yes</b> if the situation applies to y ners, partners, or officers in the firm. The to the firm is a publicly traded corporation. If chment B the circumstances surrounding each	erm "owner" does not include you check Yes to any of the
H.	BUSINESS	INTEGRITY		
	If Yes, exp	lain on Attachment B t	he circumstances surrounding each instance	e in the last five years.
	□ Yes	□ No		
16	letter of w substitution	varning by the City of n of a Minority-owned	irm, any of its owners, partners, or officers, or if Los Angeles for failing to obtain author (MBE), Women-owned (WBE), or Other (OB	ization from the City for the

### ATTACHMENT A FOR SECTIONS A THROUGH C

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### ATTACHMENT B FOR SECTIONS D THROUGH H

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### ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 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 Contractors' 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.

### EQUAL BENEFITS ORDINANCE / FIRST SOURCE HIRING ORDINANCE

### SECTION E

### **EQUAL BENEFITS ORDINANCE STATEMENT**

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 Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a>, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first <a href="https://www.labavn.org">uploaded</a> onto the City's BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a> prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

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

### INSTRUCTIONS:

All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit
web application form located on the City of Los Angeles' Business Assistance Virtual
Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a>.

## IVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE

### SECTION F

### LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 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). Additional information may be found at <a href="http://bca.lacity.org/index.cfm">http://bca.lacity.org/index.cfm</a>.

### INSTRUCTIONS:

Proposers who believe that they meet the qualifications for one 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 <a href="http://bca.lacity.org/index.cfm">http://bca.lacity.org/index.cfm</a>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.

### CITY OF LOS ANGELES LIVING WAGE ORDINANCE (Los Angeles Administrative Code Section 10.37 et seq.)

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

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

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

### 2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

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

### Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

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

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

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

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

Service agreements that are less than 3 months or \$25,000 or less.

Living Wage Ordinance Summary (Rev. 08/12)

- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS
  Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times
  the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does
  not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees <u>and</u> who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to <a href="mailto:bca.eeoe@lacity.org">bca.eeoe@lacity.org</a>, or go to the Office of Contract Compliance website at <a href="http://bca.lacity.org">http://bca.lacity.org</a>.

### LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

- 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.
- Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
- 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 \$25,000 (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 12-month period is below \$1,000,000 AND less than \$100,000 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.
- The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13). No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. 501(c)(3) Non-profit organizations (LAAC 10.37.1(g)): Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 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.
- 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 supersede 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 businesses 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 employees; and (2) has annual gross revenues of less than \$471,870 (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-26a) 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).
    - 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)). <u>REQUIRES COUNCIL APPROVAL</u>.

### 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.

CONTRACTO	OR INFORMATION:	
1. Company Name:	Phone Number:	
2. Company Address:		
3. Are you a Subcontractor? ☐Yes ☐ No If YES, state	the name of your Prime Contractor:	
4.Type of Service Provided:		
	GE INFORMATION:	
	IG DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED	
Per Section10.37.13 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 agreement, purpose of the collocation, and work performed. OCC may request information to issue a determination.		
EXEMPTION	INFORMATION:	
	TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE	
	VARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED	
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.	
	BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED	
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.	OR A letter from the union stating that the union has agreed to	
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.	licenses to perform services to or for the City	
By signing, the contractor certifies under penalty of perjury under support of this application is true and correct to the best of the correct.	the laws of the State of California that the information submitted in ntractor's knowledge.	
Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form	
OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WOR CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLIC	Date LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE RK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CATION FOR THE INDIVIDUAL SUBCONTRACTOR.  ARTMENT USE ONLY:	
Dept: Dept Contact:	Contact Phone: Contract #:	
	SE ONLY:	
Approved / Not Approved – Reason:		
By OCC Analyst:	Date:	

### 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 B	Y THE CONTRACTOR:
1. Company Name:	Phone Number:
2. Company Address:	
3. Are you a Subcontractor?	ame of your Prime Contractor:
4.Type of Service Provided:	
EXEMPTION II	NFORMATION:
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE THE SUPPORTING DOCUMENTATION LISTED ON THE RIGH	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<ul> <li>501(c)(3) Non-Profit Organizations:         <ul> <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> </li> <li>One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees</li> </ul>	<ol> <li>ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>ANSWER the following questions:         <ul> <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> <li>Q</li> </ul> </li> <li>Based on Question 2 above, is A less than C?         <ul> <li>YES</li> <li>NO</li> <li>If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> </ul> </li> <li>Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?         <ul> <li>YES</li> <li>NO</li> </ul> </li> <li>Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
I declare under penalty of perjury under the laws of the State of Californ Information provided on this form is true and correct to the best of my keep the basis indicated above. By signing below, I further agree that should the in selary structure, non-profit status, the hiring of employees, or any other reachange and comply with the LWO's wage and time off requirements.  Print Name of Person Completing This Form  Title Phone #	cnowledge; and (3) the entity qualifies for exemption from the LWO on entity listed above cease to qualify for an exemption because of a change ason, the entity will notify the Awarding Department and the OCC of such  Signature of Person Completing This Form  Date
ANY APPROVAL OF THIS <u>APPLICATION EXEMPTS ONLY THE LISTED</u> THIS CONTRACT, A SUBCONTRACTOR PERFORMING WORK ON THIS COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE	S CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT
AWARDING DEPART	
Dept: Dept Contact:	Contact Phone:Contract#:
Approved / Not Approved - Reason:	

### **LWO - OCC SMALL BUSINESS EXEMPTION APPLICATION**

**EXEMPTION THAT REQUIRES OCC APPROVAL** 

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements.

INCOMPLETE SUBMISSIONS WILL BE RETURNED.

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

	TO BE FILLE	D OUT BY THE CONTRACTOR:							
1. Company I	lame:	Phone Number:							
2. Company	Address:								
	Subcontractor? Yes No If YES, state	the name of your Prime Contractor:							
4. STATE the	total number of businesses you have (inside	e and outside the City of Los Angeles premises):							
	total number of businesses you have inside	사람들은 사람들이 가는 경영하다 가는 사람들이 되는 경영하다. 그 그렇게 하는 경영하는 사람들이 가지 않는 것이다.							
		I: BUSINESS INFORMATION							
CHECK OFF	ONE BOX IN PART A THAT BEST DESCRIB	SES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED	IN PART B:						
	PARTA	PART B: SUPPORTING DOCUMENTATION REQUIRED							
operation as a		None Required.							
operation on 0 gross annual i than \$497,36	er businesses, but this is my first year of City premises. Effective July 1, 2016, my revenues for all of my businesses are less 3 for the 2015 calendar year.	ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of you business(es).							
effective July	ousiness(es) on City premises, and 1, 2016, my gross annual revenues from all as) on City premises are less than \$497,363 alendar year.	ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of you business(es) ON CITY PREMISES.							
	If you DID NOT check off ANY boxes in PAR	RT A, your company IS NOT ELIBIGLE FOR AN EXEMPTION.							
		boxes in PART A, continue to Section II.							
CHECK OFF Y		I: EMPLOYEE INFORMATION IBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED II	NI DADT D.						
CHECK OFF A	PART C	PART D:	N PART D:						
	174110	SUPPORTING DOCUMENTATION REQUIRED							
company (inside premises).  My company	en (7) employees or LESS in the entire de AND outside the City of Los Angeles by's workforce worked an average of no 14 hours per month for at least three-calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR  Payrolls for the nine (9) months you would like to have reviewed.							
	f you DID NOT check off ANY boxes in PAR	T C, your company IS NOT ELIGIBLE FOR AN EXEMPTION. supporting documentation, SIGN, AND SUBMIT EXEMPTION FO	RM.						
By signing, the	contractor certifies under penalty of perjury application is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the best of the section is true and correct to the section is true and	under the laws of the State of California that the information subr	mitted in						
Print Name o	Person Completing This Form	Signature of Person Completing This Form							
Title	Phone #	Date							
THIS CONTRAC	<ul> <li>A SUBCONTRACTOR PERFORMING WORK</li> <li>AS APPROVED A SEPARATE EXEMPTION FOR</li> </ul>	LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMAN ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF COR THE INDIVIDUAL SUBCONTRACTOR.  DEPARTMENT USE ONLY:	CE OF INTRACT						
Dept:	Dept Contact:		-						
ээрг	Dept Contact.	OCC USE ONLY:							
Approved / Not	Approved - Reason:	TO THE WINDS							
By OCC Analyst:		Date:							

### LWO - OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET

EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID

This worksheet must be copremises. You may COPY													
company, and the number 1. Company Name: 2. Company Address:							TACH th		s) to LW				
3. Enter # of Hours worked:						нс	URS WO	DKED				-	
EMPLOYEE NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOCT	NOV	DEC	TOTAL
LIVII LOTEL TYME	07114	1.20	IVII U.S.	TAL IX	IVE	10011	JUL	AUU	OLI	1001	1100	DLO	0.00
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		6.3											0.00
	The same		10.15			11 300							0.00
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	1												0.00
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4. TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<ol><li>Check each box indicating which nine (9) months you would like be reviewed:</li></ol>													
6a. TOTAL HOURS for the nin	ne (9) mon	ths selecte	ed in 5 abo	ve :		6b. DIVIDI	6a by 9:		6c.	ls 6b less	than 1,214	? YE	S 🗆 NO
7. If 6c is NO, then this contra	act IS NOT	ELIGIBLE	FOR AN	EXEMPT	ION. If	6c is YES	SIGN and	ATTACH	this form	to LW-26/	۸.		
I certify under penalty of perjury t I understand that the submission	hat the infor of false info	mation here	ein Is true a ly lead to th	nd correct t e revocatio	o the best on of any ap	of my know proved exe	ledge. I will mption.	provide fur	ther docum	entation an	d proof upo	n request.	
Print Name of Person Completing	ng this Form						Sig	gnature of F	Person Con	pleting this	Form		
Title	Phone #						De	Date					
ANY APPROVAL OF THIS APPLIC	CATION EXE	MPTS ONL	YTHELIST	ED CONTR	ACTOR FR	ROM THE L	NO DURINO	THE PERI	FORMANCE	OF THIS C	ONTRACT	. A SUBCO	NTRACTOR

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.

### CITY OF LOS ANGELES

# Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

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

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 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 \$25,000.00 and for at least three 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 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

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

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

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

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

- · Earn less than \$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 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, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to <a href="mailto:bca.eeoe@lacity.org">bca.eeoe@lacity.org</a>, or go to the Office of Contract Compliance website at <a href="http://bca.lacity.org">http://bca.lacity.org</a>.

# **BUSINESS INCLUSION PROGRAM**

# SECTION G

# **BUSINESS INCLUSION PROGRAM**

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

# INSTRUCTIONS:

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

# CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

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

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

The Recreation and Parks anticipated levels of

MBE Participation:	18%
WBE Participation:	4%
SBE Participation:	25%
EBE Participation:	8%
DVBE Participation:	3%

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

# CITY OF LOS ANGELES' POLICY BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

# 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 an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

# A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority 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 Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority 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.

# B. DEFINITIONS

- 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 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
  - A business whose management and daily business operations are controlled by one or more minority persons or women.
- Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
  - A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.

- 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 revenues does not exceed \$3.5 million.
- 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 business that is at least 51 percent owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
- 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).
- 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 10% or more; and the veteran must reside in California.
- Certification must be current on the date the Awarding Authority awards a
   contract for the project if credit is to be allowed towards the anticipated levels
   of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; 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 S. Broadway, Suite 300, Los Angeles, CA 90015 Telephone: (213) 847-2684 FAX: (213) 847-2777 Internet address: http://www.lacity.org/BCA

2) CalTrans

Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit 1900 Royal Oaks Drive, Sacramento, CA 95815
To order a directory, call (916) 445-3520
Internet address: <a href="http://www.dot.ca.gov/hq/bep/">http://www.dot.ca.gov/hq/bep/</a>

3) Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: http://www.mta.net

4) Southern California Minority Business Development Council, Inc. (for a fee) 800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017 Telephone: (213) 689-6960 Fax: (213) 689-1707 Internet address: http://www.scmbdc.org

- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
- 9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit 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.

- 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.
- 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.
- 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.
- 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.
- 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 Awarding Authority awards a contract for the project 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 a consideration 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 60 percent 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 qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

# C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP 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 (http://www.lacity.org) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP 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 Awardina Authority 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:

- Email BAVN Support at support@labavn.org.
- Email the Contract Coordinator listed in the RFP.
- 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 Contract Coordinator listed in the RFP.

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

Each indicator (2-6) is evaluated on a pass/fail basis. All Indicators (2-6) 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.

# LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION

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 Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

# 2 ATTENDED PRE-BID MEETING

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 12 months.

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 RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

# 3 SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS

The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

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

# 4 WRITTEN NOTICES TO SUBCONSULTANTS

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15)** calendar days prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting 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. Letters must contain areas of work anticipated to be subconsulted, 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.

# 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 RFP 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 RFP 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 RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

# 5 PLANS, SPECIFICATIONS AND REQUIREMENTS

The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected 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 RFPs, making a copy of the RFP available to potential subconsultants 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 RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

# 6 NEGOTIATED IN GOOD FAITH

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 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 potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to

the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

# Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- 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 RFP 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 RFP response being deemed non-responsive.

Note: 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 RFP 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 RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP 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

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, and 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 RFP 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 RFP submission deadline.

The proposer shall <u>submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator.</u> 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 RFP 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 MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the 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 subconsultants, the following shall apply for the purpose of this program:

Substitution During Contract Duration: The contract award requires that the level
of all subconsultant participation shall be maintained throughout the duration of
the contract. To this extent, any unapproved reduction in the listed subcontract
amount will be considered an unauthorized substitution.

- The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) 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 subconsultant and the name of the replacement.
- MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) 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 subbid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    - Name of company contacted; contact person and telephone number; date and time of contact.
    - Response for each item of work which was solicited, including dollar amounts.
    - 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 fore each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - 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.
    - The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
    - The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

# 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

MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting the Monthly Remittance Advice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) 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 contract.

# 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.

# AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

# SCHEDULE A

# CITY OF LOS ANGELES MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title						
Proposer		Address				
ontact Person		Phone/I	x			
	LIST OF ALL SUB	CONSULTANT	(SERVICE PROVID	ERS/SUPPLIER	RS/ETC.)	
		1	ION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
PERCENTAGE OF M	BE/WBE/SBE/EBE/D' TICIPATION	VBE/OBE				
	DOLLARS	PERCENT	-	Signature of Perso	n Completing this F	orm
TOTAL MBE AMOUNT	s	%				
TOTAL WBE AMOUNT	S	%	5			
TOTAL SBE AMOUNT	S	5/6	Pr	rinted Name of Per	son Completing this	Form
TOTAL EBE AMOUNT	S	%				
TOTAL DVBE AMOUNT	s	%				
TOTAL OBE AMOUNT	S	%		Title	Di	ite
BASE BID AMOUNT	s					

MUST BE SUBMITTED WITH PROPOSAL SCHEDULE B CITY OF LOS ANGELES

# MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title				Contract No.		
Consultant		Address				
Contact Person		Phone/Fax				
CONTRACT AMO (INCLUDING AMEND		THIS INVOICE	THIS INVOICE AMOUNT		TE AMOUNT S INVOICE)	
	MBE/WBE/SI	BE/EBE/DVBE/OBE SUBO	CONTRACTORS (LIST	ALL SUBS)		
NAME OF SUBCONTRACTOR SEE/EBE/DVBE/OBE		ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATIO TO DATE	
CURRENT PERCENTAG	E OF MBE/WBE/S		Signature of Person Comp	oleting this Form:		
	DOLLARS	PERCENT				
TOTAL MBE PARTICIPATION	s	%	% Printed Name of Person Completing this Form:			
TOTAL WBE PARTICIPATION	S	%				
TOTAL SBE PARTICIPATION	s	%				
TOTAL EBE PARTICIPATON	S	%	Title:		Date:	
TOTAL DVBE PARTICIPATION	S	%				
TOTAL OBE PARTICIPATION	s	%				

# SCHEDULE C CITY OF LOS ANGELES FINAL SUBCONTRACTING REPORT

Project Title						Contr	act No.	
Company Name Ac				Address				
Contact Person					Phone			
Name, Address Subconsultants	, Telephone No. o Listed on Schedu	f all de B	Description of V Supply	VOTK OF SBE	E/WBE/ E/EBE/ EE/OBE	Original Dol Value of Subcontrac	V	nal Dollar alue of contract*
If the actual dollar	r value differs fi Total Dollars	Achieved	ginal dollar va Pledged Levels	lue, explain th		ces and give	details.  Achieved Levels	Pledge Levels
MBE Participation		Levels	Lieves	WBE Partici	pation		Liveis	Levels
one no state of				EBE Partici	pation			1
SBE Participation				OBE Partici	0.000			-

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

# MUNICIPAL LOBBYING ORDINANCE (MLO)

# SECTION H

# MUNICIPAL LOBBYING ORDINANCE (MLO)

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) 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. A copy of the ordinance can be found at:

http://ethics.lacity.org/pdf/laws/law mlo.pdf

# INSTRUCTIONS:

 All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.



City Ethics Commission 200 N Spring Street City Hali — 24th Floor Los Angeles, CA 90012 Mall 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.

Bid/Contract/BAVN Number:	Awarding Authority (De	partment):
Name of Bidder:		Phone:
Address:		
Email:		
CERTIFICATION		
certify the following on my own	behalf or on behalf of the er	ntity named above, which I am authorized to represent
A. I am a person or entity that i	s applying for a contract with	the City of Los Angeles.
in Los Angeles Administra  4. A public lease or license Angeles Administrative C a, I provide services on t subcontractors, and th i. Are provided on provided iii. Further the propriet b. I am not eligible for ex Angeles Administrative	ative Code § 10,40.1(h); or of City property where both ode § 10.37.1(i): he City property through em lose services: emises that are visited freque by City employees if the aw tary interests of the City, as emption from the City's living a Code § 10.37.1(i)(b).	nomic development or job growth, as further describe of the following apply, as further described in Los aployees, sublessees, sublicensees, contractors, or tently by substantial numbers of the public; or arding authority had the resources; or determined in writing by the awarding authority. g wage ordinance, as eligibility is described in Los
	ntracts—a value of more that ontracts—a value of at least	n \$25,000 and a term of at least three months; \$100,000 and a term of any duration; or
		equirements and prohibitions established in the Los bbbying entity under Los Angeles Municipal Code §
certify under penalty of perjury unformation in this form is true and		Los Angeles and the state of California that the
Date:	Signature:	
	Name:	

### Los Angeles Administrative Code § 10.40.1

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

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance 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

### "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.

# PROHIBITED CONTRIBUTORS - CEC FORM 55

### SECTION I

## PROHIBITED CONTRIBUTORS - CEC FORM 55

The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth \$100,000 or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to do \$100,000 worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B)

# INSTRUCTIONS:

- All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- All of proposer's subcontractors who are projected to do \$100,000 worth of work or more must be included on CEC Form 55 (Schedule B).



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

# Prohibited Contributors (Bidders) Form 55

126.000	annes.ideny.org	
depa	form must be completed in its entirety and submartment that is awarding the contract. Failure to sosal. If you have questions about this form, plea	submit a completed form may effect your bid or
Origin	al filing Amended filing (original signed on	last amendment signed on)
Reference	CE Number (bid or contract number, if applicable):	Date Bid Submitted:
Descript	ion of Contract (title of RFP and services to be provided):	
City Dep	artment Awarding the Contract:	
BIDDE	R INFORMATION	
Name: _		
Address:		
Email:		Phone:
SCHED	ULE SUMMARY	
Please co	omplete all three of the following:	
1. SCH	EDULE A - Bidder's Principals (check or	ne)
	The bidder is the individual listed above and required).	has no other principals (Schedule A is not
	The bidder is the individual listed above or a the attached Schedule A pages.	in entity and has other principals, who are listed on
2. SCH	EDULE B — Subcontractors and Their Pr	incipals (check one)
	The bidder has no subcontractors on this bid \$100,000 or more (Schedule B is not require	
		on this bid or proposal with subcontracts worth s and their principals are listed on the attached
3. TOTA	AL NUMBER OF PAGES SUBMITTED (inc	luding this cover page):
BIDDEF	R'S CERTIFICATION	
restrictions the laws of	I understand, will comply with, and have notified my pin Los Angeles City Charter section 470(c)(12) and any the City of Los Angeles and the state of California that complete to the best of my knowledge and belief.	rincipals and subcontractors of the requirements and v related ordinances. I certify under penalty of perjury under the Information provided on this form and the attached pages
Date:	Signature:	
	Name:	
	Title:	



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

# Prohibited Contributors (Bidders) Form 55

# SCHEDULE A - BIDDER'S PRINCIPALS

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

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

# Prohibited Contributors (Bidders) Form 55

# SCHEDULE B - SUBCONTRACTORS AND THEIR PRINCIPALS Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold. Subcontractor: Address: Check one of the following: The subcontractor listed above is an individual and has no other principals. ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City. Check this box if additional Schedule B pages are attached. Name: Title: \_\_\_\_\_ Title:\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Name: Title: Name: Address: Title: Name: Address: \_\_\_\_\_ Title: Name: \_\_ Address: Title: Name: Address: Title: Name:

## SECTION

# FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION

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

# INSTRUCTIONS:

a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <a href="http://www.irs.gov/Forms-&-Pubs">http://www.irs.gov/Forms-&-Pubs</a>.

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

## SECTION K

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

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

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at <a href="https://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx">www.dgs.ca.gov/pd/Resources/PDLegislation.aspx</a>.

# INSTRUCTIONS:

 All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.

# **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 into 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:

- 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 construct or 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 50 U.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 (BRTC) 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 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 DSG list of persons engaged in investment activities in Iran.

Vendor Name/Fin	ancial Institution (printed)	BTRC (or n/a)	
By (Authorized Si	gnature)		
Print Name and To	itle of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)	

# **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.

al Institution (printed)	BTRC (or n/a)	
ure)		
f Person Signing		
City Approval (Signature)	(Print Name)	
	ure) f Person Signing	ure) f Person Signing



# SECTION II

Compliance Documents to be Submitted by Selected Proposer

# AMERICAN WITH DISABILITIES ACT CERTIFICATION

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

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

- 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.
- The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
- 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This Certification is a material representation of fact upon which the City relied when entering into this agreement.

CONTRACTOR:	
MANE AND TITLE OF AUTHORIZ	ED DEDDEOENTATIVE
NAME AND TITLE OF AUTHORIZ	ED REPRESENTATIVE
NAME AND TITLE OF AUTHORIZ	ED REPRESENTATIVE

## BUSINESS TAX REGISTRATION CERTIFICATE

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

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

Fnte	your current Business Tax Registration or Vendor Registration Number:
	ormat:
3000	
New	format:
State	effective dates here: to
If you receive	have an application pending in the Department of Finance, and have not as y ed your number, a copy of your application must be submitted with your bisal or agreement.
	have received an exemption from the Department of Finance, provide a ation for the exemption and the exemption number.
Exem	otion Number:
Expla	nation:

BTRC Rev. 04/07

### CHILD SUPPORT OBLIGATIONS

### City of Los Angeles CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

e u	ndersigned hereby agrees that		will:
	_	Name of Business	
1.	Fully comply with all applicable St requirements for it employees.	tate and Federal employment reporting	
2.		all lawfully served Wage and Earnings Assignment,	
3.		of the business are in compliance with a Orders and Notices of Assignment applic	
4.		tain such compliance throughout the terr	n of th
5.	This certification is a material repr	esentation of fact upon which reliance wanto this transaction.	as
6.	The undersigned shall require that	t the language of this Certification be inc contractors shall certify and disclose	luded
	the best of my knowledge, I declar e and was executed at:	e under penalty of perjury that the foreg	oing is
	e and was executed at:	ty/County/State	oing is
	e and was executed at:		oing is
tru	e and was executed at:	ity/County/State	oing is
tru	e and was executed at:	ity/County/State  Date	oing is
Nam	e and was executed at:	ity/County/State  Date	oing is

### CRO PLEDGE OF COMPLIANCE

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

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; 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, 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. 5/07/2014)

## LOS ANGELES RESIDENCE INFORMATION

### 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 businesses taxes they remit. The City Council, January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Corporate or Main Of	fice Address	_	
		-	
Total Number of Emp		tion:	
Percentage of the Prop	ooser's Total Workfor	e Employed with	in the City Of Los An
	; Percentage Residin	g in the City:	
	n Offices Located with		A T TO LIVE AND
Address of any Branch Employed in each Los	n Offices Located with		A T TO LIVE AND
Address of any Branch Employed in each Los	n Offices Located with Angeles Branch:		
Address of any Branch Employed in each Los	h Offices Located with Angeles Branch:	in the City of Los	Angeles and Total Nu
Address of any Branch Employed in each Los	h Offices Located with Angeles Branch:	in the City of Los	Angeles and Total Nu
Address of any Branch Employed in each Los	h Offices Located with Angeles Branch:	in the City of Los	Angeles and Total Nu

# LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE

### LWO - SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

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

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

### THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

### THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

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

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

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

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

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

	TO BE FILLED	OUT BY THE SUBCONTRACTOR:
1. Company Nar	ne:	Company Phone Number:
2. Company Add	lress:	
3. Type of Service	ce Provided by Subcontractor to	Prime:
4. Amount of Sul	hcontract:	Subcontract Start Date: / / End Date: / /
T. Millount of Our		
		rtifies that it will comply with all applicable provisions of the SCWRO, LWO, and their is or revisions to the Ordinances and Regulations.
implementing Rules a		

### LWO - EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2016 a wage of at least \$11.27 per hour with health benefits of \$1.25 per hour, or \$12.52 per hour without health benefits (to be adjusted annually on July 1) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

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

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

	TO BE FILLED	O OUT BY THE CONTRACTOR:
1. Company Nam	ne:	Email Address:
2. STATE the nu	mber of employees working ON THIS	S CITY CONTRACT:
	py of your company's 1 stPAYROLL	그에 하는 것이 없어야 한다. 이번에 가장 이 경험을 하면 하는 것이 없는 것이 없는 것이 없다.
4. INDICATE (high	ghlight, underline) on the payroll which	ch employees are working ON THIS CITY CONTRACT.
	e health benefits (such as medical, de pyees? Yes No	ental, vision, mental health, and disability insurance)
If YES, ST	ATE how much, if any, employees p	ay for co-premiums: \$
CONTRACT TER	MINATION	received the City of Los Angeles, itoring the Living Wage Ordinance.
Print Name of Po	erson Completing This Form	Signature of Person Completing This Form
Title	Phone #	Date
	AWARDING	DEPARTMENT USE ONLY:
Dept:	Dept Contact:	Contact Phone:Contract #:

### **LWO - SUBCONTRACTOR INFORMATION FORM**

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFO	RMATI	ON					
Company Name:Contact Person:  Do you have subcontractors working on this City contract?Yes note that the number of your subcontractors ON THIS CITY CODE (a) Fill in PART A for EACH subcontractor in Section II, continue to the number of your subcontractor of the part of the number of your subcontractor of the part of	No ND SUB ONTRAC	MIT TO T	HE AW		DEPART	MENT	
SECTION II: SUBCONTRACTOR IN	FORMA	TION					
PART A		PART B  CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	501 (c)(3) <sup>1</sup>	One- Person Contractor <sup>2</sup>	CBA <sup>3</sup>	Occupational License	V Small Business <sup>5</sup>	Gov. entity <sup>6</sup>	
1. Subcontractor Name: 2. Contact Person: Phone #: 3. Address: 4. Purpose of Subcontract: 5. Amount of Subcontract: \$ 6. Term: Start Date / / End Date / / 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract at least three (3) months? Yes No							
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.							
1. Subcontractor Name:  2. Contact Person:  3. Address:  4. Purpose of Subcontract:  5. Amount of Subcontract:  6. Term: Start Date / / End Date / /  7. Does the subcontract exceed \$25,000? ☐ Yes ☐ No  8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No							
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.							
1. Subcontractor Name:  2. Contact Person:  3. Address:  4. Purpose of Subcontract:  5. Amount of Subcontract:  6. Term: Start Date  / End Date  / Pose the subcontract exceed \$25,000? Yes No  8. Is the length of the subcontract at least three (3) months? Yes No							
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.							

SECTION II: SUBCONTRA	CTOR INFORMA	TION (c	ontinued	)			
		PART B					
PART A		CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
		501 (c)(3)	One- Person Contractor <sup>2</sup>	CBA3	Decupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity
1. Subcontractor Name:							
2. Contact Person: Phone #:			-				
3. Address:			1000				
4. Purpose of Subcontract;						النسا	
5. Amount of Subcontract: \$ 6. Term: Start Date / / End Date /	1						
7. Does the subcontract exceed \$25,000? Yes No							
8. Is the length of the subcontract at least three (3) months?	☐ Yes ☐ No	1					
If you checked off YES for Questions 7 AND 8, this subcontra TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcoupleCT TO THE LWO. Continue to fill in Part A for addition	contract is NOT						
1. Subcontractor Name:					0		
Subcontractor Name:     Contact Person:     Phone #:							
3. Address:							
4. Purpose of Subcontract:							
5, Amount of Subcontract: \$	1						
7. Does the subcontract exceed \$25,000? Yes No 8. is the length of the subcontract at least three (3) months?							
If you checked off YES for Questions 7 AND 8, this subcontra TO THE LWO. Continue onto Part B.	ct IS SUBJECT						
If you checked off NO for any questions 7 OR 8, this subc SUBJECT TO THE LWO.	contract is NOT						
SECTION III: SUBCONTRACTS SUBJECT TO T							
<ol> <li>If you checked off any boxes in Part B, your Subcontractor( Review the exemptions below, and have your subcontractor Continue to Section V, and submit this form and all supporting</li> </ol>	r fill out the form in	the cor	respondin	g right-h	and colum	in.	
2) If you did NOT check any boxes in Part B or your subs DO							
EXEMPTION					ION REQ	UIRED	
One-person contractors, lessee, licensee	LW 13 - Depart	mental E	Exemption	Form	tue for		
501(c)(3) non-profit organization Occupational license required				pody=div c	XCC IWO TOTT	s.cim	
Collective bargaining agreement w/supersession language	http://bca.tecity.org/i	CC Exemption Form y.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm					
Small Business	LW 26 - Small I	Business Exemption Form (English & Spanish)					
Governmental Entity	http://bca.lacity.org/ii		nxt=ee&nxt	body=div c	cc Wo form	s,cfm	
SECTION IV: SUBCONTRACTS SUBJECT TO			IGIBLE F	OR EXE	MPTIONS	S)	
Please have EACH of your Subcontractors that ARE SUBJECT ONLY to the Awarding Department (and supporting documentat	to the LWO fill our	t the thre	e forms b	elow. S	ubmit LW-	6 and LW	-18
Employee Information Form	LW 6 - http://bca.la						m
Subcontractor Information Form     LW 18 - http://bc			ndex.cfm?nx	t=ee&nxt	body=dly oci	lwo forms.	clm
Subcontractor Declaration of Compliance Form (retain)	LW 5 - http://bca.k	city.org/in	dex.cfm?nxt	ee&nxt bo	ody=div occ	lwo forms.cl	in
	V: SIGNATURE	211 har 112	and broadless of	NA 61 -	Annalan	041	Name of the last
I understand that the Subcontractor Information provided herein is Compliance for the purpose of monitoring the Living Wage Ordin		viii de us	ea by the t	JRY OF LO	s Angeles,	Office of C	ontract
Print Name of Person Completing This Form	Signature	of Perso	n Comple	ting This	Form		
Title Phone #	Date						
	PARTMENT USE	ONLY:					
Dept: Dept Contact:	Contact Pho	ne:			Contract	¥:	

### ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

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

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

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

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

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

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

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

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

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

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

## SLAVERY DISCLOSRE AFFIDAVIT

### SECTION R

### SLAVERY DISCLOSURE ORDINANCE

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

All Proposers shall complete and electronically sign the Slavery Disclosure Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a> prior to award of a City contract.

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <a href="https://www.bca.lacity.org">www.bca.lacity.org</a>.

### PROFESSIONAL SERVICES CONTRACT

Contractor: NAME OF AWARDED PROPOSER/CONTRACTOR

To continue the development and implementation of a golf program directed at youth, family and seniors, including golf class development in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist the Department of Recreation and Parks (RAP) in expanding the program developed at the Tregnan Golf Academy to other golf facilities throughout the City of Los Angeles.

Contract	Number:		

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### PROFESSIONAL SERVICES CONTRACT

### Between

### THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

And

NAME OF CONTRACTOR

For

### DIRECTOR OF INSTRUCTION

THIS CONTRACT is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_\_, 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and NAME OF CONTRACTOR, a (TYPE OF BUSINESS ENTITY) (hereinafter referred to as CONTRACTOR).

WHEREAS, on December xx, 2016, the Board of Recreation and Park Commissioners approved the release of a Request for Proposal (RFP) to select a contractor to provide professional golf instruction and continue the development and implementation of a golf program directed at youth, family and seniors at Tregnan Golf Academy (TGA) Board Report No. 16-xxx); and,

WHEREAS, CITY lacks the necessary staff possessing sufficient knowledge, expertise, and experience to provide professional golf instruction to youth, family and seniors, organizing of golf classes and clinics, planning special events including the development of tournament schedules, and assisting with securing sponsorship and partnership opportunities; and,

WHEREAS, CONTRACTOR has the necessary qualifications, knowledge, expertise, and experience needed to perform the above mentioned duties; and,

WHEREAS, BOARD has determined that CONTRACTOR is capable of providing such services in accordance with the terms and conditions of this Professional Services Contract (CONTRACT); and,

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

### SECTION 1. DEFINITIONS

For the purpose of this CONTRACT, the following words and phrases are defined and shall be construed as hereinafter set forth:

CONTRACT: This Professional Services Contract consisting

of ten (10) pages and four (4) incorporated

documents (A-D) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, a municipal

corporation, acting by and through its Board of

Recreation and Park Commissioners

CONTRACTOR: NAME OF CONTRACTOR

FACILITY: Tregnan Golf Academy (TGA) and other CITY

owned golf courses

GENERAL MANAGER: General Manager of RAP or that person's

authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review at the discretion of the

BOARD

PROPOSAL submitted by CONTRACTOR on

MONTH XX, 20XX, in response to the Request

for Proposal released MONTH XX, 2016.

RAP The Department of Recreation and Parks

### SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this CONTRACT, CITY hereby grants to CONTRACTOR the right and obligation to provide director of instruction service, professional golf instruction, and to continue the development and implementation of a golf program directed at youth, family and seniors, including the development of golf class curriculums for these groups in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist RAP with expanding the program, developed at TGA and other golf courses throughout the City Golf Course System.

### SECTION 3. TERM OF CONTRACT

The term of this CONTRACT shall be from July 1, 2017 to June 30, 2018, with two (2) one (1) year options to extend, at the sole discretion of RAP's General Manager, or designee; subject to early termination by RAP, as provided in Exhibit A – The Standard Provisions for City Contracts (Rev. 03/09). Performance may not begin until CONTRACTOR has obtained from the CITY approval of insurance required herein (Exhibit D).

Should RAP exercise the first option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that first option prior to March 31, 2018.

Should RAP exercise the second option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that second option prior to March 31, 2019.

Neither the CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke or renew the CONTRACT.

### SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

A. The representatives of the respective parties authorized to administer this CONTRACT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks Attn: Golf Manager, or designee Golf Division Headquarters 3900 West Chevy Chase Drive Los Angeles, CA 90039

The representative of the CONTRACTOR shall be:

NAME OF CONTRACTOR XXXX SOMEWHERE ST. CITY, CA 91xxx

B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt. C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

### SECTION 5. DUTIES AND RESPONSIBILITIES

- A. Contractor Duties and Responsibilities Under the guidance and direction of the Golf Manager or designee, the Contractor shall:
  - Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to head the continued development and implementation of the youth, family and senior golf instruction program (Program).
  - Develop and implement, golf curriculum and instruction for participants with varied ability levels and special needs (learning disabilities, physical handicaps, etc.), in accordance with PGA guidelines, including but not limited to:
    - a. Golf playing rules, etiquette, and safety regulations.
    - Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, oncourse play, teeing, playing strategy, and scoring.
    - Preparation for tournament and advanced play.
  - Provide professional golf instruction and spend at least half (50%) of the total number of hours on direct instruction (group classes) activities.
  - No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
  - Assist with managing Program operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
  - Implement golf class programs, including supervising the implementation of curriculum by RAP employed instructors.
  - Assist with selection and training of RAP employed instructors for youth, family and seniors golf instruction.

- Expand the current Program developed for TGA to other City golf facilities.
- Organize golf tournaments and special events for participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
- Assist with securing and developing partnership opportunities with the private sector.
- Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
- Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILTY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
- Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
- 14. Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty (20) hours per week.
- Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty (80) hours on a bi-weekly basis. Working in excess of 40 hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours is not allowed.
- Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit D).
- 17. Make no representation that CONTRACTOR is an employee of the City. Contractor must have Golf Manager or designee review printed materials relating to the program, including business cards, and obtain approval before producing the printed material.
- 18. Undergo background check and fingerprinting. RAP shall have the right to approve or disapprove a CONTRACTOR. CONTRACTOR shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on CONTRACTOR prior to

execution and during term. Failure to comply with this standard shall be a material breach of this CONTRACT and CONTRACTOR shall immediately vacate the PREMISES at RAP's instruction.

19. Provide documentation to confirm freedom from communicable Tuberculosis. CONTRACTORS in connection with a park or golf course used for recreational purposes in a position requiring contact with children, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, shall provide the RAP with a certificate indicating freedom from communicable tuberculosis.

### B. Professional Qualifications and Experience

Contractor shall obtain and/or maintain Class "A" PGA status during the term of the contract and submit a copy of the most current certificate to the Golf Manager or designee upon request. Contractor shall, at Contractor's expense, attend PGA required continuing education classes to maintain the Class "A" PGA status.

### SECTION 6. PAYMENT AND INVOICING

### A. Payment

- Contractor shall provide the work product as described Section 5.A. -Contractor Duties and Responsibilities, as well as meet the PROPOSAL commitments.
- Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City.
- City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$75,000) per contract year for complete and satisfactory performance of the terms of this CONTRACT, as well as fulfillment of those commitments made in Contractor's PROPOSAL, attached hereto as Exhibit C and made a part hereof.
- City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$3,000) every two weeks for services provided.
- City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the first year of the CONTRACT. Should RAP exercise the first option to extend the CONTRACT for one year, City shall pay Contractor the rate of

(AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the second year of the CONTRACT. Should RAP exercise the second option to extend the CONTRACT for one year, City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the third year of the CONTRACT.

### B. Invoicing

Invoices shall be submitted to:

Department of Recreation and Parks
Attention: Golf Manager, or designee
Golf Division Headquarters
3900 West Chevy Chase Drive
Los Angeles, CA 90039

- To ensure that services provided under personal services contracts are measured against services as detailed in the CONTRACT, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- Contractor shall submit biweekly invoices, that at a minimum, contain the following information:
  - a. Name and address of Contractor
  - b. Name and address of City department being billed
  - Date of invoice and period covered
  - d. CONTRACT number
  - Description of completed task/project and amount due for task/project, including:
    - Name of personnel working on task
    - Hours spent on task and timesheet supporting charges (if applicable)
    - Rate per hour and total due
  - f. Certification by the Golf Manager or designee
  - g. Discount and terms (if applicable)
  - Remittance address (if different from company address)

- 4. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, and biweekly, and shall be payable to the Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City's representative. Payment on invoices submitted during the City's fiscal year end will require additional time to process and may be delayed up to eight (8) weeks.
- 5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- "Banking" of hours worked for future redemption invoicing is prohibited.
- 7. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

### SECTION 7. AMENDMENT TO CONTRACT

Any changes in the terms of this CONTRACT, including changes in the services to be performed, extension of the term, and any increase or decrease in pricing, shall be incorporated into this CONTRACT by a written amendment properly executed by both parties.

### SECTION 8. OWNERSHIP

A. CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analysis, studies, drawing, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by CONTRACTOR pursuant to the terms of this CONTRACT, are "Works Made for Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective

interests and rights in such property to the CITY.

- B. All documents and records (hereinafter collectively referred to as "documents") provided by CITY to CONTRACTOR shall remain the property of CITY and must be returned to CITY upon termination of this CONTRACT or at the request of CITY.
- C. The provisions of this section survive termination of this CONTRACT.

### SECTION 9. STANDARD PROVISIONS FOR CITY CONTRACTS.

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Exhibit A and made a part hereof.

### SECTION 10. INCORPORATION OF DOCUMENTS

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

- Exhibit A Standard Provisions for City Contracts (Rev. 3/09)
- Exhibit B Golf Youth Instructor Request for Proposals (CON 16-XXX)
- Exhibit C Proposal submitted by NAME OF CONTRACTOR
- Exhibit D Insurance Requirements and Instructions

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

(Signature Page to Follow)

THIS SAMPLE CONTRACT DOES NOT CONTAIN FINAL EXHIBITS OR A SIGNATURE PAGE REQUIRED FOR EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this CONTRACT.

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

	President	Date:	
<i>j</i> :	Secretary	Date:	
AME	OF CONTRACTOR, a (TYPE OF I	USINESS ENTITY)	
r:	NAME OF CONTRACTOR	Date:	
tle:			
rc			
PPR	OVED AS TO FORM: FEUER, City Attorney		

### Required Insurance and Minimum Limits

Nan	ne:	Dat	e: 09/	28/2016
Evi	eement/Reference: RFP - Director of Instruction for Youth dence of coverages checked below, with the specified min	nimum limits, must be submitted an	d approved	prior to
	pancy/start of operations. Amounts shown are Combine ts may be substituted for a CSL if the total per occurrence			bility, split
	a may be decommed for a copy of the total per occurrence	e equals of exceeds are coss associations		Limit
1	Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)			
			WC	Statutory
	Fluid Sold of the sold	A	EL	\$1,000,00
	Waiver of Subrogation in favor of City	Longshore & Harbor Workers Jones Act		
1	General Liability			\$1,000,000
	<ul> <li>✓ Products/Completed Operations</li> <li>☐ Fire Legal Liability</li> <li>☐</li> </ul>	Sexual Misconduct 1,000,000		
	Automobile Liability (for any and all vehicles used for this contra	ract, other than commuting to/from work)		
	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 de	etermined 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  Crime Insurance		100% of the	contract price
7-				
Other	If a contractor has no employees and decides to no	t cover herself / himself for worker's	companed	ion nlesse
	complete the form entitled "Request for Waiver of Work http://cao.lacity.org/risk/InsuranceForms.htm	kers' Compensation Insurance Requ	uirement" loc	ated at
	<ol> <li>In the absence of imposed auto liability requirement contract must adhere to the financial responsibility laws</li> </ol>		ng the cours	e of their

### CITY OF LOS ANGELES

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

(Share this information with your insurance agent or broker)

- 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 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 Llability 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 <a href="http://track4la.lacity.org">http://track4la.lacity.org</a> 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 Track&LA® 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.

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 <a href="http://track4la.lacity.org">http://track4la.lacity.org</a>.

 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 (<a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>) 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), 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 (<a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>). 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 <a href="http://cao.lacity.org/risk/BondAssistanceProgram.pdf">http://cao.lacity.org/risk/BondAssistanceProgram.pdf</a> or call (213) 258-3000 for more information.

### DEPARTMENT OF RECREATION AND PARKS REQUEST FOR PROPOSALS DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY, AND SENIORS AT TREGNAN GOLF ACADEMY

### PROPOSAL SUBMISSION LETTER

Proposing Entity:	
	(Complete legal name/include DBA if applicable)
Entity Address:	
Organization Type:	
	(Corporation, partnership, sole proprietor, etc.)
Contact Name:	
Contact Telephone:	
Contact Fax:	
Email Address.	
Authorized Sig	nature Date

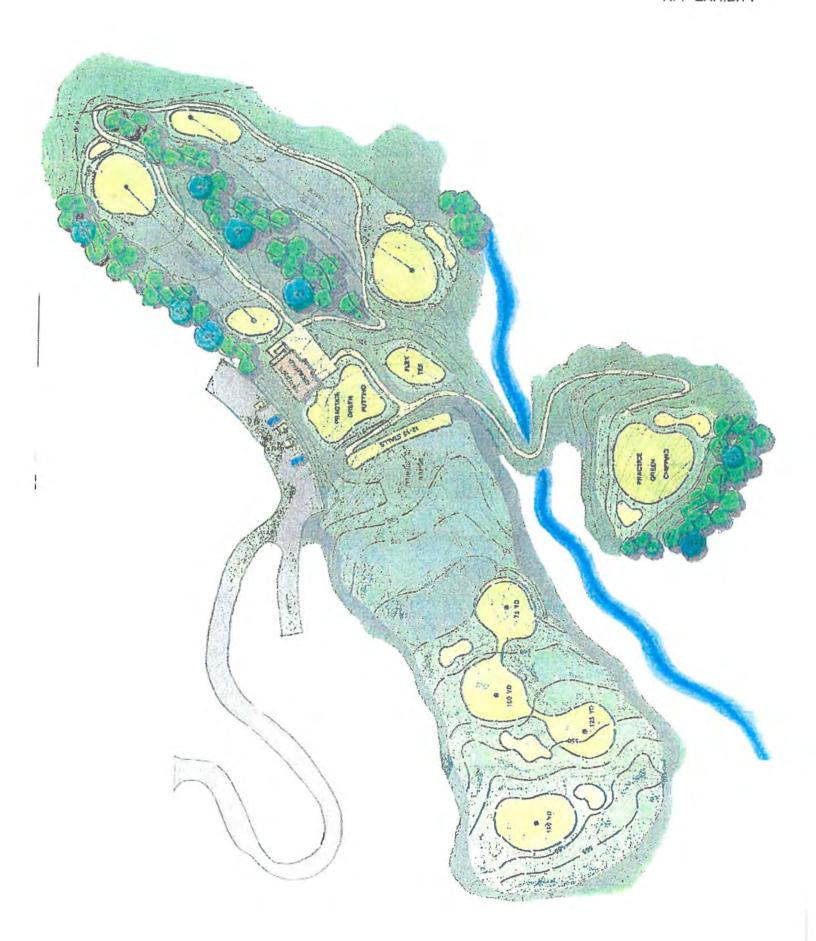
By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for a Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy and the resulting contract, without exception.

Instructions: 1.) Complete the above; 2.) Provide the appropriate signature of an authorized person/officer authorized to bind the proposer; 3.) Submit one original wet signature with one copy of the original submitted proposal and copies of this letter with the remaining copies of the submitted proposal.

### RFP EXHIBIT H Experience With Similar Contracts Table

ō Instructions: Before you begin, copy this blank form as needed to record your Experience With Similar Contracts history. Once complete, label page numbers accordingly. Page\_

Submissions in response to the Director of Instruction Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients Reference Contact Person Reference Contact Person Reference Contact Person Phone: Phone: Phone: Name: E-Mail: Name: E-Mail: E-Wait: Tifle: Name Title: Title: Beginning and ending dates of the contract: (List most recent first.) Beginning and ending dates of the contract: (List most recent first.) Beginning and ending dates of the contract: (List most recent first.) Dollar amount of the entire Project. Dollar amount of the Dollar amount of the entire Project: entire Project Was ending date due to termination? If yes, explain reason for termination. Was ending date due to termination? If yes, explain reason for termination. Was ending date due to termination? If yes, explain reason for termination. Address: Address: Address Summary of Scope of Services: Summary of Scope of Services: Summary of Scope of Services: listed on this exhibit. Client's Name: Client's Name: Client's Name:



# DEPARTMENT OF RECREATION AND PARKS REQUEST FOR PROPOSALS DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY, AND SENIORS AT TREGNAN GOLF ACADEMY

#### PROPOSAL SUBMISSION LETTER

Proposing Entity	MORGAN HATGHT			
, roposing Emily	(Complete legal name/include	DBA if applicable)		
Entity Address:	382 S. KEYSTONE ST. BU	RIBANK, CA. 91506		
Organization Type:	SOLE PROPRETOR			
	(Corporation, partnership, sole	proprietor, etc.)		
Contact Name:	MORGIAN HATGHT			
Contact Telephone:	818-802-5460			
Contact Fax: 818-362-7249				
Email Address:	DM.			
0 /				
My for fly,		1.31.17		
Authorized	Signature	Date		

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for a Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy and the resulting contract, without exception.

<u>Instructions:</u> 1.) Complete the above; 2.) Provide the appropriate signature of an authorized person/officer authorized to bind the proposer; 3.) Submit one original wet signature with one copy of the original submitted proposal and copies of this letter with the remaining copies of the submitted proposal.

#### AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We,	MORGAN J. HAIGHT		
being firs	t duly sworn, deposes and states: Tha	t the undersign	ned
	SOLE OWNER		
(	Insert "Sole Owner", "General Partner"	"President", "	Secretary", or other proper title)
is of			
(	Name of firm / business entity)		
Who subi	mits herewith to City of Los Angeles th	e attached pro	posal:
statemen	ts of fact therein are true; that such	proposal was	at the same is not sham or collusive; that all not made in the interest or behalf of any rporation not therein named or disclosed.
or conference is to awar	ence with anyone attempted to induce of the contract, or of any other propose ser has not in any manner sought by	action prejudic er, or anyone e	or indirectly by agreement, communication cial to the interests of the public body which lise interested in the proposed contract: that cure for itself an advantage over any other
Affiant fur proposer:		o the public o	pening and reading of proposals the said
(a)	Did not, directly or indirectly, induce	or solicit anyo	ne else to submit a false or sham proposal;
(b)		proposal price	onnive or agree with anyone else that said e of said proposer or of anyone else, or to its price or of that of anyone else;
(c)	contents thereof, or divulge info partnership, company, association, agent thereof, or to any individual of	rmation or da organization, r group of indi-	al price or any breakdown thereof, or the ata relative thereto, to any corporation, proposal depository, or to any member or viduals, except to the awarding authority or or other financial interest with said proposer
	nd and agree that any falsification in to on of any concession contract awarded		be grounds for rejection of this proposal or his proposal.
	certify or declare under penalty of period is true and correct.	erjury under th	ne laws of the State of California that the
STATE OF	F CALIFORNIA OF		
Subscribe	d and sworn to before me this	day of	(Signature)
(Month / Y	ear)		(Title)
(Notary Pu	ublic)		(Date)

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

#### CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

	188
ma An	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
	ficate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	Subscribed and swom to (or affirmed) before me
County of LOS ANTECES	on this 7 <sup>th</sup> day of FEB. 20 17 by Date Month Year
	by Date Month Year
	(1) MORGAN J. HAIGHT
ARA LEO MESSERLIAN	(and (2)
Notary Public - California Los Angeles County	Name(s) of Signer(s)
Commission # 2155704 My Comm. Expires Jun 4, 2020	proved to me on the basis of satisfactory evidence
my Goden. Edines van 4, 2020	to be the person(s) who appeared before me
	Signature
	Signature of Notary Public
Seal Place Notary Seal Above	
	PTIONAL
	is information can deter alteration of the document or nis form to an unintended document.
Description of Attached Document	
Fitle or Type of Document: AFFIDAVIT To	R PROPOSALS Document Date: 0/7/17
lumber of Pages: Signer(s) Other Than N	lamed Above:

#### SECTION B

#### DISPOSITION OF PROPOSALS

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

#### INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Bid/Proposal

#### Signatures:

The person signing must be authorized to bind the proposer.

#### Disposition of Proposals

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

"The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

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

Signature of person authorized to bind proposer

2.5.17

Date

# CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

#### A. CONTACT INFORMATION CITY DEPARTMENT INFORMATION GOIF CONCESSEDN STANIEY WOO 213 - 202 - 4323 City Department/Division Awarding Contract City Contact Person Phone CON-616-005 City Bid or Contract Number (if applicable) and Project Title BIDDER/CONTRACTOR INFORMATION MORGAN HATCHT Bidder/Proposer Business Name BURBANK 91506 332 S. KEYSTONE Street Address State MORGAN BIB . BOZ . 5460 Contact Person, Title Phone Fax TYPE OF SUBMISSION: The Questionnaire being submitted is: An initial submission of a completed Questionnaire. ☐ An update of a prior Questionnaire dated ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated was submitted by the firm. Attach a copy of that Questionnaire and sign below. MORGAN HATGHT 2.3.17 Signature' Print Name, Title Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:

	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 stocks. Use Attachment A if more space is needed Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.
	imited Liability Company: Date of formation:// State of formation:
	artnership: Date formed:// State of formation:
ZS	

C.	OWNERSHIP AND NAME CHANGES
1.	Is your firm a subsidiary, parent, holding company, or affiliate of another firm?
	□ Yes □ P-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 ŒLNo
	If <b>Yes</b> , list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.
3.	Has the firm changed names in the past five years?
	□ Yes IZNo
	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 ILNo
	If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.
	dders/Contractors must continue on to Section D and answer all remaining questions ntained in this Questionnaire.

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

D	FINANCIAL RESOURCES AND RESPONSIBILITY
5.	Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?  Yes  Yes
	If Yes, explain on Attachment B the circumstances surrounding each instance.
6.	Is your company in the process of, or in negotiations toward, being sold?  ☐ Yes ☐ No
	If Yes, explain the circumstances on Attachment B.
E,	PERFORMANCE HISTORY
7.	How many years has your firm been in business?Years.
8.	Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  ☐ Yes ☑-No
	If, Yes, list on an 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.
9.	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 or proposing. 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.
	Check the box if you have not had any similar contracts in the last five years
10.	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.
11	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.
12.	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.

#### F. DISPUTES

1:	lissues? litigation the ques include t	For parts (a) and (b) below, check <b>Yes</b> even if the matter proceeded to arbitration without court. For parts (c), check <b>Yes</b> only if the matter proceeded to court litigation. If you answer <b>Yes</b> to any of stions below, explain the circumstances surrounding each instance on Attachment B. <u>You must the following in your response: the name of the plaintiffs in each court case, the specific causes of each case; the date each case was filed; and the disposition/current status of each case.</u>
	(a) Payn	nent to subcontractors?
	☐ Yes	Ø-No
	(b) Work	performance on a contract?
	☐ Yes	⊠.No
	(c) Emp	oyment-related litigation brought by an employee?
	☐ Yes	™ No
14	. Does you	ur firm have any outstanding judgements pending against it?
	□Yes	™ No
	If Yes, ex	plain on Attachment B the circumstances surrounding each instance.
15	. In the pa	st five years, has your firm been assessed liquidated damages on a contract?
	☐ Yes	NA NO
		explain on Attachment B the circumstances surrounding each instance and identify all such the amount assessed and paid, and the name and address of the project owner.
G.	COMPL	ANCE
16	assessed	st five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, any penalties, or been found to have violated any laws, rules, or regulations enforced or ered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the ner" does not include owners of stock in your firm if your firm is a publicly traded corporation.
	☐ Yes	M No
		plain on Attachment B the circumstances surrounding each instance, including the entity that was the dates of such instances, and the outcome.
17	or any pe	se is required to perform any services provided by your firm, in the past five years, has your firm, erson employed by your firm, been investigated, cited, assessed any penalties, subject to any ry action by a licensing agency, or found to have violated any licensing laws?
	☐ Yes	QL No

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

1

	t Name, Tit			Signature		Date
£12	BAN HAT	GHT GOLF PROFE	PETONAL	m On stone	·	2.3.17
que ha	estions conta ave provided	penalty of perjury und ained in this questionn d full and complete ar aire is true and accurat	aire and the responsivers to each of	conses contained on question, and that all	all Attachments. I	further certify that
		CERTIF	ICATION UNDE	R PENALTY OF PE	RJURY	
	If Yes, expl	lain on Attachment B t	he circumstance	s surrounding each in	nstance.	
	☐ Yes	Q-No				
20.	bidding of governmen	five years, has your fi a government cont at contract, or the crin er" does not include the	ract, the award ne of fraud, thef	ing of a governme t, embezzlement, pe	nt contract, the rjury, bribery? For	performance of a
	☐ Yes	ANO				
		past five years, has ye ) or material misrepres	TOTAL STREET,		THE RESERVE OF THE PARTY OF THE	r, making (a) false
	☐ Yes	₩ No				
		past five years, has a a) false claim(s) or ma			alleged or determ	ined that your firm
	☐ Yes	Q1-No				
		vernmental entity or p al misrepresentation(s)		ntly investigating you	ur firm for making (	(a) false claim(s) or
19	the term " owners of	ons (a), (b), and (c) b firm" includes any ow stock in your firm if below, explain on Atta	ners, partners, of the firm is a pu	or officers in the firm blicly traded corpora	. The term "owne tion. If you check	" does not include Yes to any of the
Н.	BUSINES	SINTEGRITY				
	If Yes, exp	olain on Attachment B	the circumstance	es surrounding each	instance in the last	five years.
	☐ Yes	₩-No				
16	letter of v	warning by the City on of a Minority-owned	of Los Angeles	for failing to obtain	authorization fro	m the City for the

### **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 Administrativa 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.

1. Company Name: MORGAN HATGHT		Phone Number: 808 802 - 54 60
		91506
<ol><li>Are you a Subcontractor?  Yes No If YES, state the no.</li></ol>	ame of your Prime	Contractor:
4. Type of Service Provided: GOLF ENGINEERS		
EXEMPTION	NFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE THE SUPPORTING DOCUMENTATION LISTED ON THE RIGI		TION YOU ARE APPLYING FOR AND ATTAC
EXEMPTION	SUPPOI	RTING DOCUMENTATION REQUIRED
□ 501(c)(3) Non-Profit Organizations:  A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee  The exemption is valid for all employees except Child Care Workers  Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.  Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."  This is read broadly so that the term would include, for example, tutors working with children 12 or under.	2. ANSWER th A. STATE in the or B. STATE in the or C. MULTIP 3. Based on Quantity If NO, your of If YES, sign 4. Will there be LWO Regula YES	company is NOT eligible for an exemption. and submit this application for final approval. any Child Care Workers (as defined by the tions) working on this Agreement?
One-Person Contractors: Contractors that have no imployees 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.
declare under penalty of perjury under the laws of the State of Californ formation provided on this form is true and correct to the best of my kne basis indicated above. By signing below, I further agree that should the salary structure, non-profit status, the hiring of employees, or any other rechange and comply with the LWO's wage and time off requirements.  Moreon Hamman Completing This Form	entity listed above cerson, the entity will not	ne entity qualifies for exemption from the LWO on ase to qualify for an exemption because of a change
OLF PROFESSIONAL BIB- BOZ-5460	2.3.17	
Title Phone #  NY APPROVAL OF THIS <u>APPLICATION EXEMPTS ONLY THE LISTED</u> HIS CONTRACT, A SUBCONTRACTOR PERFORMING WORK ON THIS  OMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE	S CONTRACT IS NO INDIVIDUAL SUBC	T EXEMPT UNLESS THE OFFICE OF CONTRACT ONTRACTOR.
AWARDING DEPAR	MENT USE ONLY	
ept: Dept Contact:	Contact Phone:	Contract#:
and the farmand Bases		
pproved / Not Approved – Reason:		

#### **LWO - SUBCONTRACTOR INFORMATION FORM**

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFO	RMATI	ON					
1) Company Name: Mossas Hasset Contact Person: Mossas Do you have subcontractors working on this City contract? Yes If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AI If YES, a) STATE the number of your subcontractors ON THIS CITY CO b) Fill in PART A for EACH subcontractor in Section II, continue to	No ND SUB ONTRAC	MIT TO T	HE AW	ARDING	DEPART	MENT	
SECTION II: SUBCONTRACTOR IN	FORMA	TION					
PART A	PART B CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:						
	501 (c)(3)	One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	Occupational License	V Small Business <sup>5</sup>	Gov. entity <sup>6</sup>	
1. Subcontractor Name: 2. Contact Person: Phone #: 3. Address: 4. Purpose of Subcontract: 5. Amount of Subcontract: \$ 6. Term: Start Date / / End Date / / 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract at least three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT							
SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.  1. Subcontractor Name:  2. Contact Person:  3. Address:  4. Purpose of Subcontract:  5. Amount of Subcontract:  6. Term: Start Date  7. Does the subcontract exceed \$25,000?  Yes No  8. Is the length of the subcontract at least three (3) months? Yes No  If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT							
TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.  1. Subcontractor Name:  2. Contact Person:  3. Address:  4. Purpose of Subcontract:  5. Amount of Subcontract:  6. Term: Start Date  7 AND 8, this subcontract is NOT  Phone #:  9. Phone #:  1. Purpose of Subcontract:  1. Purpose of Subcontract:							
7. Does the subcontract exceed \$25,000?  Yes No 8. Is the length of the subcontract at least three (3) months?  Yes No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT							

SECTION II: SUBCONTRA	ACTOR INFORMATION	N (ce	ontinued					
5,57	011	FOL	OFF OW		RTB	OD FACU		
PART A	SUI	BCO		R (IF AP	OX (I-VI) FO PLICABLE)	THEN CO	NTINUE	
	50 (c)(3	3)1	One- Person Contractor <sup>2</sup>	CBA <sup>3</sup>	Occupational License	Small Business <sup>5</sup>	Gov. entity <sup>s</sup>	
1. Subcontractor Name:					1			
2. Contact Person: Phone #:								
3. Address:			1 1					
Purpose of Subcontract:     Amount of Subcontract:     S					_   _			
6. Term: Start Date /_ End Date /_	1							
7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract at least three (3) months?	☐ Yes ☐ No							
If you checked off YES for Questions 7 AND 8, this subcontra	ct IS SUBJECT		1					
TO THE LWO. Continue onto Part B.		-						
If you checked off NO for any questions 7 OR 8, this subc SUBJECT TO THE LWO. Continue to fill in Part A for addition								
Subcontractor Name:     Contact Person: Phone #:								
2. Contact Person: Phone #: Phone #:						F		
4. Purpose of Subcontract:		Ш						
5. Amount of Subcontract: \$								
6. Term: Start Date/_ End Date/_								
7. Does the subcontract exceed \$25,000?  Yes No 8. Is the length of the subcontract at least three (3) months?	□Vec □Ne							
[10] (10] [10] [10] [10] [10] [10] [10] [10] [	The state of the s	-	. 1					
If you checked off YES for Questions 7 AND 8, this subcontra	ct is subject			- 3				
TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subc	contract is NOT							
SUBJECT TO THE LWO.	official to the f	_						
SECTION III: SUBCONTRACTS SUBJECT TO T								
<ol> <li>If you checked off any boxes in Part B, your Subcontractor( Review the exemptions below, and have your subcontractor)</li> </ol>	s) is subject to the LWC	O, bu	ut may qu	alify for	an LWO e	xemption.		
Continue to Section V, and submit this form and all supportin								
2) If you did NOT check any boxes in Part B or your subs DO	NOT qualify for an exer	mpti	on, Contin	nue to S	ection IV.			
EXEMPTION	SUPPORT				ION REQU	JIRED		
One-person contractors, lessee, licensee	LW 13 - Department							
501(c)(3) non-profit organization Occupational license required	http://bca.lacity.org/index.cl			ody=div o	co Iwo forms	s.cim		
Collective bargaining agreement w/supersession language	LW 10 - OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm							
Small Business		Business Exemption Form (English & Spanish)						
Governmental Entity	NONE REQUIRED.	fm?ro	d=ee&nxt b	ody=div o	cc lwo forms	s.ctm		
SECTION IV: SUBCONTRACTS SUBJECT TO		EL	GIBLE F	OR EXE	MPTIONS	3)		
Please have EACH of your Subcontractors that ARE SUBJECT							18	
ONLY to the Awarding Department (and supporting documentation	on, where applicable) a	and l	RETAIN !	W-5 in	your office			
1) Employee Information Form	LW 6 - http://bca.lacity.or							
Subcontractor Information Form     Subcontractor Declaration of Compliance Form (retain)	LW 18 - http://bca.lacity.or LW 5 - http://bca.lacity.or							
	V: SIGNATURE							
I understand that the Subcontractor Information provided herein is Compliance for the purpose of monitoring the Living Wage Ordin		used	d by the C	ity of Los	Angeles,	Office of C	ontract	
MORGIAN HAZOLHT	MyCha	1	home					
Print Name of Person Completing This Form	Signature of Pe	rson	Complet	ing This	Form			
GOIF PROPESSIONAL BIB. 802-5460	7.3.17		- 1					
Title Phone #	Date	٧.						
AWARDING DEP	ARTMENT USE ONL	1:	-	_				
Dept: Dept Contact:	Contact Phone: _				ontract#			



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.

The second secon		
Bid/Contract/BAVN Number:	Awarding Authority (Depa	rtment):
CON-G16-005	GOIF / CONCE	554015
Name of Bidder;		Phone:
MORGAN HA	TOHT	818-802-5460
Address:		
332 S. KEYST	TONE ST. BURB	ANK CA. 91506
Emall:		
MHATEHTZIE	GMATI.COM	
CERTIFICATION		
certify the following on my own	behalf or on behalf of the entity	y named above, which I am authorized to represen
A. I am a person or entity that i		
3. Receipt of a grant of City in Los Angeles Administrative C. 4. A public lease or license on the Angeles Administrative C. 5. I provide services on the Subcontractors, and the interest of the Are provided on provided iii. Further the propriet b. I am not eligible for exangeles Administrative.	ative Code § 10.40.1(h); or of City property where both of to ode § 10.37.1(l): he City property through emploiose services: emises that are visited frequently City employees if the award tary interests of the City, as detemption from the City's living we Code § 10.37.1(l)(b).	the following apply, as further described in Los byees, sublessees, sublicensees, contractors, or the substantial numbers of the public; or ling authority had the resources; or termined in writing by the awarding authority. Vage ordinance, as eligibility is described in Los
2. For financial assistance of	tracts-a value of more than \$	25,000 and a term of at least three months; 00,000 and a term of any duration; or
		irements and prohibitions established in the Los ying entity under Los Angeles Municipal Code §
certify under penalty of perjury unformation in this form is true and	d complete.	s Angeles and the state of California that the
Date: 1-31-17	Signature:	my Jan phay.
	Name: MOE	coan Hateut



Ethics Commission 280 N Spring Street City Hall — 24th Floor Los Angeles, CA 98012 (213) 978-1960 athles (acth ora

# Prohibited Contributors (Bidders) Form 55

ethics.lacity.org This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission. Poriginal filing Amended filing (original signed on \_ ; last amendment signed on Reference Number (bid or contract ramber, if applicable): Date Bid Submitted: 2.7-17 CON- G16-005 Description of Contract (title of RFP and services to be provided): DERECTOR OF INSTRUCTEDA City Department Awarding the Contract: GOIT / CONCESSION BIDDER INFORMATION MORGAN HATGHT Address: 332 S. KEYSTONE ST. BURBANK Email: MHATGHT 27 @ GMATI. COM Phone: 818-802-5440 SCHEDULE SUMMARY Please complete all three of the following: SCHEDULE A — Bidder's Principals (check one) The bidder is the individual listed above and has no other principals (Schedule A is not The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages. 2. SCHEDULE B - Subcontractors and Their Principals (check one) The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required). The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages. 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): BIDDER'S CERTIFICATION I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of Celifornia that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief. Date: 1.31.17 Signature: Name: GIOLF PROPESSTONAL Title:

Form W-9 (Rev. December 2014)

#### Request for Taxpayer Identification Number and Certification

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

al Revenue Service					SOLICI TO THE ILE
1 Name (as shown o	on your income tax return). Name is required on this line.	do not leave this line blank.			
Morgan James I	Halght				
2 Business name/dis	sregarded entity name, if different from above				
3 Check appropriate box for federal tax classification; check only one of the implemental form of the implemental form of the single-member LLC in the tax classification (C=C corporation, Note. For a single-member LLC that is disregarded, do not check LLC; the tax classification of the single-member owner.  Other (see instructions) ►  5 Address (number, street, and apt. or suite no.)  332 S. Keystone		ation Partnership S=S corporation, P=partnersi	4 Exemptions (codes apply only certain entitles, not individuals; st instructions on page 3); Exempt payee code (if any)		
the tax classification	ple-member LLC that is disregarded, do not check LLC; ation of the single-member owner.	check the appropriate box in	the line above for	code (if e	
Other (see instru				111	counts maintelned outside the l
	street, and apt. or suite no.)		Requester's name	and address	s (optional)
332 S. Keyslone					
6 City, state, and ZIP					
Burbank, CA 915	506				
7 List account numb	er(s) here (optional)				
Taxpaye	er Identification Number (TIN)				
	oprlate box. The TIN provided must match the na	ame given on line 1 to avo	d Social security number		
ip withholding. For it	ndividuals, this is generally your social security nu	umber (SSN). However, fo			
	etor, or disregarded entity, see the Part I instruction in identification number (EIN). If you do not have a			-	-
is, it is your employe 1 page 3.	r identification number (EIN). It you do not have a	number, see How to get	or		
And the second	many district our course and the leader of law for the	1 and the about on many	F Paragraph	Identificati	lon number
ines on whose numb	nore than one name, see the instructions for line oer to enter.	and the chart on page	TIDI COMPANIA		
				-1 1 1	
III Certifica	N				
penalties of perjury.	, I certify that:				
number shown on	this form is my correct taxpayer identification nur	mber (or I am waiting for a	number to be is	sued to me	e); and
rvice (IRS) that I am	kup withholding because: (a) I am exempt from b subject to backup withholding as a result of a fall ckup withholding; and				
n a U.S. citizen or of	ther U.S. person (defined below); and				
	ered on this form (if any) indicating that I am exen	not from FATCA reporting	is correct.		
	. You must cross out Item 2 above if you have be			ly cublect	to backup withholdi
se you have failed to st paid, acquisition of ally, payments other stions on page 3.	report all Interest and dividends on your tax retured by the second of t	um. For real estate transact of debt, contributions to	tions, item 2 doe an individual retir	es not app	ly. For mortgage angement (IRA), and
Signature of U.S. person ▶	ma lin	Date	P (-21-20)	7	
eral Instructi	ions	• Form 1098 (home morts	rage interest), 1098	-E (student	loan Interest), 1098-T
		(tuition)			
on references are to the Internal Revenue Code unless otherwise noted.		Form 1099-C (canceled debt)			
<ul> <li>developments. Information about developments affecting Form W-9 (such jistation enacted after we release it) is at www.irs.gov/fw9,</li> </ul>		<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> <li>Use Form W-9 only if you are a U.S. person (including a resident allen), to</li> </ul>			
ose of Form	LO requiscrer) who is regulard to the an Intermedian	provide your correct TIN.  If you do not return For	m W-9 to the reque	ster with a	TIM, you might be subli
dividual or entity (Form W-9 requester) who is required to file an information with the IRS must obtain your correct (axpayer identification number (TIM) in may be your social security number (SSN), individual taxpayer identification ser (ITIN), adoption taxpayer identification number (ATIN), or employer filication number (EIN), to report on an information return the amount paid to		to backup withholding. See What is backup withholding? on page 2.  By signing the filled-out form, you:			
		<ol> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).</li> </ol>			
	s on an information return. Examples of information ited to, the following:	2. Certify that you are n	of subject to backs	p withholdi	ng, or
ns Include, but are not limited to, the following: m 1099-INT (interest earned or paid)		Claim exemption from backup withholding if you are a U.S. exempt payes.			
	cluding those from stocks or mutual funds)	applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the			
	pes of income, prizes, awards, or gross proceeds)	any partnership income to withholding tax on foreign			
	al fund sales and certain other transactions by	Certify that FATCA or exempt from the FATCA r	ode(s) entered on the	nis form (if a	my) Indicating that you
	real estate transactions)	page 2 for further informs		2000	1 1 1- 1- 1- 1- 1- 1- 1- 1- 1-

• Form 1099-K (merchant card and third party natwork transactions)

#### 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 into 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:

- 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 construct or 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 50 U.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 (BRTC) 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 DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)		
By (Authorized SI				
	tie of Person Signing	GOIF	PROFESSIONAL	
Date Executed	City Approval (Sign	isture)	(Print Name)	

#### **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.

Vendor Name/Financial Institution (printed)		STRC (or r/s)		
By (Authorized Si	gnature)			
Print Name and T	Ille of Person Signing			
Date Executed	City Approval (Signature)	(Print Nama)	(Print Nams)	

#### Executive Summary

February 5, 2017

Los Angeles Department of Recreation and Parks
Office of Board of Commissioners – Attn: Board Secretary
221 North Figueroa Street, suite 300
Los Angeles, California 90012

Re: Director of Instruction - Tregnan Golf Academy

Dear Ladies and Gentleman:

Please consider the following as the "Executive Summary" for my bid for the Position of Director of Instruction at Tregnan Golf Academy.

My name is Morgan J. Haight, and I am a Teaching Professional at the Encino and Balboa golf courses.

First, I would like to thank you for the opportunity to submit a bid on the Director of Instruction position at Tregnan Golf Academy, and for taking the time to consider my proposal and experience.

I am extremely excited about this opportunity, and have always gotten so much enjoyment while working with the youth of our community, through the wonderful game of golf, and with students of all ages to further the sport of golf. The Tregnan Academy is an ideal facility for us to grow the game, to instruct students and foster the love and enjoyment of golf throughout the community, and to make lasting differences in people's lives.

With the proper marketing through local golf shops, the many city facilities, Senior and Youth Centers and the local golf community we can expand and build the program to connect and educate more Seniors, Families and Youth about our great game.

Woodley Lakes and Penmar Golf Course would be great places to start, at first with 1 or 2 Saturday clinics a month, to build awareness of our program. As we begin to see attendance and awareness ramp up I would want to grow these clinics /camps into every weekend programs. Proper signage and flyers/information placed at the many City golf facilities would raise awareness of our programs and increase attendance. In the near future I would like to expand our programs to include family golf tournament with the youth competing with their parents. This is a great way to build family relationships, and promote better communications.

Through the use of proper drills and practice techniques we will help build the correct mechanics into each player's game. Through this the students will build strength, flexibility and balance, and teach our youth to be courteous, responsible, honest and respectful people. Skills and ethics taught and learned in one area of life, tend to overflow into all areas if done properly. I strongly believe in "Positive"

#### Executive Summary

Reinforcement" teaching techniques. Through this process we can build self esteem, and foster the growth of our youth.

Unfortunately, the game of golf has seen a decline in participants in the last 10 years. Our younger players are the ones who will carry on this great game, and I want to be one of the people who helps bring new players into our game, and reverse this trend.

At the same time, if we can bring more families together to enjoy a fun and relaxing sport through the vehicle of programs like the Tregnan Academy, we will strengthen our community as a whole.

I believe that I am the best fit for the Tregnan Academy due to my extensive experience and knowledge of the game, as well my successful teaching and youth coaching experience, my energy and enthusiasm for teaching, and last, but not least, my love for the game, and a desire to bring new players into this great sport.

Respectfully submitted,

Who by

Morgan J. Haight

Morgan Haight 332 S. Keystone St. Burbank, CA 91506

I have over 14 years of teaching experience with over 15,000 lessons given to youth, seniors, families, and women.

For the past six years, I have been the Director of Instruction and a golf professional at the Encino & Balboa golf courses, while at the same time, assisting in the operation of the driving range, Pro Shop, junior camps, and clinics. At the same time, I maintain a full lesson schedule of students. From 2010-2013 I was the coordinator and the lead instructor for the Ready Golf Junior Camps, and in 2014 I ran my own week-long summer camps for youth. During this time, and through my various classes, and clinics I have produced 5 different club champions, multiple tournament winners, and many players who through my instruction went on to break their personal all-time low score. At this time I am currently employed by the City of Los Angeles at the Wilson and Harding municipal golf courses in Griffith Park as a starter. My duties include, checking in players for their tee time, collecting green fees, reserving tee times and general customer service. Working for and with both the city and a contracted concessionaire with the city I have a very good understanding of how the city courses and concessions must operate while providing the community with the best customer service and facilities we can offer.

I have a true love for the game and enjoy working with clients/students of all ages and skill levels. I believe that most of my students would say that it shows in my energy and enthusiasm. I have a knack at connecting with students and a gift of presenting the information in the easiest way. I am especially effective in communicating with younger players.

Prior to working at Encino & Balboa Golf Courses, I was the store manager and Director of Instruction for GolfTec in Woodland Hills and Santa Clarita, California. I am certified in GolfTec's PGA-approved course of study as a teaching professional, video-analysis and motion measurement instruction teacher. I have studied hundreds of PGA tour professional's swings and have done comparative video analysis demonstrations to use as a teaching tool with my students.

Prior to being with GolfTec, My positions included working for Roger Dunn Golf Shops for 9 years from 1998 – 2007 as a Sales Manager, Assistant Store Manager,

Morgan Haight 332 S. Keystone St. Burbank, CA 91506

Salesman, Certified Club Fitter, Launch Monitor Specialist, and Equipment Specialist.

My experience includes not only golf, but Ice Hockey, as both player (California State Championships - SCAHA) and Coach (Assistant Youth Hockey Coach - California Golden Bears), and LaCrosse (Assistant Coach, Village Christian Schools).

I have 4 children (2 boys and 2 girls) aging in range from 2 to 16, so interacting with kids comes naturally!

I played competitively in high school for Burbank high and as an amateur in the Los Angeles amateur golf tournaments and many local tournaments and qualifiers as a professional over the years. I currently co-hold (With PGA Tour Professional Corey Pavin and Duffy Waldorf) the course record at Encino Golf Course (9 under - 63) and have 5 hole in ones to my credit.

# GolfTEC University

- / THIS CERTIFICATE IS PRESENTED TO

#### MORGAN HAIGHT

TOR THE SUCCESSIUL COMPLETION OF THE COURSE OF STUDY AS PRESCRIBED BY GOLFFEC AND THE PROFESSIONAL GOLFERS' ASSOCIATION OF AMERICA TO DARN CLRITIFICATION AS

#### GOLFTEC TEACHING PROFESSIONAL

DATED THIS 25TH DAY OF JULY 2007

STEVE ATTIERTON

VICE PRESIDENT OF GOLF INSTRUCTION

GOLFTEC ENTERPRISES, LLC

Expect To Improve

JOSEPH ASSELL

PRESIDENT, CO-FOUNDER

GOLFTEC ENTERPRISES, LLC

# PING

Congratulates

# Morgan Haight

For Successfully Completing the

PING Custom Club Fitting Training Program

John U. To Mein

John A. Solheim

1111111

May 23, 2003

Session Date

### RFP EXHIBIT H Experience With Similar Contracts Table

Instructions: Before you begin, copy this blank form as needed to record your Experience With Similar Contracts history. Once complete, label page numbers accordingly. Page 1 of Z

Submissions in response to the Director of Instruction Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients listed on this exhibit.

Address: \$100 CHENTINEAS AVE. TARZANA CA. 91356	Dollar amount of the entire Project:	STELL ACTIONS	Reference Contact Person  Name: DONNA KANEMAN  Title:  Phone: 818-231-6416  E-Mail: No Smars
INS & SENTOR GOIF T	DETENCTEDING	N. Full Sweng Lescons, Se	E ATTACHED LETTER
explain reason for termination.			
Address: 20611 ABELLA ST. WOODIAND HELIS CA 91367	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)  AUGUST 2014	Reference Contact Person  Name: TED BEDER  Title: FATHER  Phone: 213-304-2230  E-Mail:
25E MANAGEMENT, T	TURMANSUS	PRIED AND	DIATENS WESSONS.
, explain reason for termination.			
Address:	Dollar amount of the ontire Project:	Beginning and ending dates of the contract (List most recent first.)	Reference Contact Person
	NIA		Name CARMEN TESEDA  Title: Phone: BLB. 602.6555  E-Mail: CARMEN & CARMEN TESEDA
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## RFP EXHIBIT H Experience With Similar Contracts Table

Instructions: Before you begin, copy this blank form as needed to record your Experience With Similar Contracts history. Once complete, label page numbers accordingly. Page 2 of 2

Submissions in response to the Director of Instruction Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients (isted on this exhibit.

isted on this exhibit.				
Client's Name  READY GOLF  STR. CAMPS  Summary of Scope of Services: JR.	Address: 16821 BURBANK BIVD ENCENSO CA. 91436 SUMMER CAMP. PROS	Dollar amount of the entire Project  APPROX  SOOD  PER CAMP		Reference Contact Person  Name: MARK (CARGE  Title: MEAD PROFESSIONA)  Phone: 918, 986, 4560  E-Mail: MKARGER SECGLOBAL NET  PROCTEON EN ALL ASPECTS
OF 6	MANUE . 10 DAM CAMP	S DAWLY	gam-3pm.	
Was ending date due to termination? If yes	s, explain reason for termination.			
Client's Name:  KEOLETHE HOME	Address.  SHSH STANDESH DQ.  BNCENO CA 91436	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)  AUGUST 2013	Reference Contact Person  Name: CHRIS HOWE  Title: FATABR  Phone: 843-259-7252  E-Mail: CHRIS S HOWE SYAHOS
PIAM	GOIF BUSTBUCTED	APPROT PE		H, SHORT GAMTE
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Client's Name: ASHER ROSEN	Address:  14947 CLARK ST.  SHERMAN ONKS 91411	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)	Title: MOTHER
Summary of Scope of Services: 52	GOVE EUSTRUCTEDA	SAM PILY	SEE ATTA	ENG, PUTTENE, FOCUS.
Was ending date due to termination? If ye				

#### Mark Karge PGA Chee A Manher

February 3, 2017

Administrative Services Section
City of Los Angeles – Department of Recreation and Parks
Golf Division Headquarters
3900 Chevy Chase Drive
Los Angeles, CA 90039

Re: Morgan J. Haight Proposal - Tregnan Golf Academy, Director of Instruction

Dear Sir or Madame:

First, allow me to introduce myself. My name is Mark Karge, and I have been the Head Golf Professional at the Encino and Balboa Golf Courses for 11 years.

My purpose in writing to you today is to offer my Recommendation with regard to Morgan Haight and his submission / bid for the Director of Instruction at the Tregnan Golf Academy.

It has been my pleasure to Mr. Haight for the past 6 years. Morgan has a great work ethic, presents himself in a professional manner at all times, and has a wonderful attitude and great enthusiasm. He is extremely knowledgeable, and a very proficient instructor.

Over the past 6 years Morgan has been invaluable in assisting operate our Pro Shop and Driving Range. In addition to serving customers, he coordinated and ran our "Ready Golf" Junior Camps, and was the Head Instructor for that program. All, while maintaining a full, regular schedule of individual clients and lessons. Morgan is, and always has been an asset to me, and to our many and varied customers and students. I feel that it is important to add, that if chosen to run the Tregnan program, he will be sorely missed!

Although I previously mentioned the fact that Morgan coordinated and was the Head Instructor for the "Ready Golf" Junior Camps from June 2010 to August 2013, after Ready Golf stopped running youth camps, Morgan was able to create a program on his own, and ran it quite successfully. The key here, is that parents were always extremely happy with the level of service and quality of instruction he was able to provide. In essence, due to his knack at communication with younger players.

Morgan's expertise, enthusiasm and desire to advance within the golf industry makes him an excellent candidate for this program, and he deserves my support and the highest recommendation I can offer

Sincerely,

City of Los Angeles

Department of Recreation & Parks

Griffith Park – Wilson/Harding Golf

4730 Crystal Springs Drive

Los Angeles, CA 90027

January 31, 2017

To Whom It May Concern:

Morgan Haight has been working part time for me for the last 8 months. Though he is relatively new to my staff he has proven to be a quality employee. Mr. Haight's primary duties are as a Golf Starter, which is registering golfers, collecting their green fees, and providing quality customer service. Mr. Haight has demonstrated to me his vast knowledge of the game of golf and the golf industry. You can tell by the way he interacts with the golfers that he has a passion for the game of golf. Mr. Haight has been a dependable employee, always showing up for his shifts on time, and fills in when needed. I know Mr. Haight is looking to further his career in the golf industry and I believe will do well given his passion for the game.

Sincerely

Charles Ruiz

Golf Starter Supervisor I

chuck\_ruiz@lacity.org

323-661-2032

### Donna Kaufman

January 25, 2017

To whom it may concern:

I have been a student of Morgan Haight's for 6 years. Learning golf has been lots of fun and a great experience. Morgan has taught me so much. He is very patient and understanding. His knowledge of golf is great, and makes it easy to learn.

But most important, is his level of enthusiasm and love of the game of golf.

I would recommend Morgan to anyone / everyone that needs a golf lesson.

Sincerely,

5100 Chimineas Avc. - Tarzana, CA 91356 - (818) 231-6416

#### Ted Beder 20611 Aetna Street Woodland Hills, CA 91367 818-340-3194

January 25, 2017

#### To Whom It May Concern:

I highly recommend Morgan Haight for an executive positon with the Junior Golf Academy at Griffith Park. I have known Morgan for the past two years. He has been the golf instructor for my son and I have been very impressed with his coaching/teaching ability, work habits, patience and ability to articulate to a younger person.

In regards to coaching and teaching, Morgan is very adept at quickly spotting, describing and correcting swing issues and is able to describe things in such a way that a young person connects and responds. He is always patient, positive and encouraging and keeps the lessons interesting and varied. One of his strengths in working with young people is that he played different sports when he was younger and can compare and contrast features of a golf swing with other sports that the kids are playing such as baseball and hockey which helps kids to better understand the mechanics of the golf swing.

His work habits and from what I could see of his administrative skills are great. He is always on time and prepared for each lesson and often goes above and beyond in that he will take extra time to bring a lesson to closure in instances where a concept is almost within the grasp of the student.

In closing, I would like to add that when my son began with Morgan two years ago, he had never played golf. Three months ago he made his high school golf team. I give Morgan a lot of credit for being able to communicate, motivate and articulate the game in such a way that my son understood and achieved the results he was after.

Again, I highly recommend Morgan.

as Pal

Sincerely,

Ted Beder

#### Carmen Tejada 9124 Hazeltine Avc., Panorama City, CA 91402 818/602-6555

January 26, 2017

Morgan Haight, Golf-pro instructor

It is my pleasure to write this recommendation for Morgan Haight, my golf coach for 2 1/2 years at the Balboa/ Sepulveda Golf Course.

'Inspirational' is the word that comes to mind when describing the instruction I have enjoyed with Morgan. Morgan teaches all the technical aspects of the game of golf, from stance, swing and all the various shots as well as building confidence and trust. With the trust I have gained in my technique, as a result of working with Morgan, I am enjoying the game of golf more than I ever imagined.

Morgan truly inspires his students of all ages, whether a youngster, or young adult, or senior player, like myself, to increase in skill with each lesson. Morgan develops a lesson plan for each student that is tailored to the specific needs and strengths and weaknesses. Since my first lesson with Morgan, my confidence has grown in that knowledge.

Morgan has shown a keen perception for his students' needs at any given time, beginner, or tournament player in all stages of development.

His young Junior students are especially impressive. With Morgan as their role model, they visibly appreciate the privilege of learning to play golf. The Junior golfers learn to reach each goal with renewed enthusiasm. They take pride in becoming true golfers while they learn etiquette and consideration for others that the game requires.

Morgan is generous with his time and energy and gets the best out of each student. I would count on Morgan to give generously of his energy and teaching skills, which are exceptional, in every lesson and class he teaches.

Sincerely,

Carmen Tejada

February 5, 2017 Encino, California

To Whom It May Concern:

I have known Morgan Haight personally and professionally for approximately seven years. He has been the teaching professional responsible exclusively for the instruction and development of the golf game of my daughter, Keoleihi Howe. He has provided her with an hour long lesson each week for almost four years as part of his teaching professional role at the Encino Balboa Golf Course. Prior to that, I knew Morgan through my daughter's participation in the Encino Balboa golf summer camp and outreach.

I sought out Morgan to teach my daughter based upon my observations of him giving instruction at the range. I watched him give lessons many times, and the more I saw, the more I felt he would be a good instructor for my daughter. My daughter is a good golfer, but not great, and I was struggling to teach her myself. I needed someone who was strong technically, but could also relate to Keoleihi and motivate her positively.

During the time that I have known Morgan, I have found him to be knowledgeable and enthusiastic. He provides varied instruction techniques for the different aspects of the game: driving; iron play; chipping; and putting. Equally importantly, Morgan is a positive and supportive teacher. Golf is as much a mental sport as a physical one, and my daughter is very hard on herself. Morgan's consistent positive messaging and enthusiasm have been very beneficial to Keoleihi as a golfer, and as a person.

Perhaps the best recommendation I can provide is the improvement I have seen in my daughter's game. When she began taking lessons, she had never played a regulation 18 hole round, and was shooting high 40's for 9 holes. In the Los Angeles City Schools championship played at Balboa Golf Course in October 2016, Keoleihi Howe shot a 79 and finished eighth.

Sincerely,

Chris Howe 818-259-7292 To whom It may concern,

Morgan Haight has been teaching our son, Asher, golf for the last 3 years. Asher is A.D.H.D and Autistic and is 12 years old. Morgan has been nothing but kind, patient and understanding with our son. Morgan often takes extra with Asher to make sure he understands everything and leaves his lessons with a smile on his face. He is able to get on a level with our son to help him understand his instructions with out talking down to him. Asher's golf game is improved tremendously thanks to Morgan. I could not recommend Morgan more for anything that has to do with children and young adults. If you have any questions feel free to call

Sincerely,

Scott and Liz Rosen (818) 903-0979

#### INVESTIGATION

BEGINNERS - Ages 7-11 - 90 Minute classes Course = 8 weeks \$90.00

Tuesdays and Thursdays – 4:00 PM Saturdays – 10:30 AM

Beginner's class is designed for the younger players that are new to the game. The focus will be on the fundamentals of chipping, putting, full swing, rules, etiquette and safety. Students will receive professional instruction on grip, proper stance and alignment, basics of the back and downswing and the proper use of equipment and the facility. Through specific drills and practice techniques we will get the youth of our community on the right track to a life-long love of the game of golf.

- Safety
- Rules and etiquette / Respect for others Honesty Sportsmanship Responsibility -Patience and Focus
- · Fundamental of chipping and putting / Grip Stance Alignment
- Full Swing Fundamentals / Grip Stance Alignment Backswing Downswing

INTERMEDIATE - Ages 8-15 - 90 Minute classes Course = 8 weeks \$90.00

Wednesdays and Fridays – 4:00 PM Saturdays – 12:30 PM

The intermediate class is designed / intended for the player who may have some experience with the game, or demonstrates a skill level acquired through either our Beginner's class, or through experience with family or friends. The class will still have a strong focus on reinforcing the fundamentals, but with more specific individualized instruction designed to correct faults or inadvertent "Bad Habits" with their swing or positioning. We will also cover sand play, playing strategies, and more advanced rules and equipment use.

- Stance, Grip and Alignment
- Specific individualized instruction on weight shift, head position, arm and hand use throughout the swing and club face alignment
- On course playing strategies

#### UNIOF CLASE CURRENTIAN

- Short game control
- Advanced on-course rules and equipment use

ADVANCED - 10-17 - 90 Minute Classes Course = 8 Weeks \$90.00

Mondays – 4:00 PM Saturdays and Sundays – 8:30 AM

The advanced class is designed for the more accomplished player, looking to take his or her game to the next level. Position-specific individualized instruction on full swing mechanics, chipping, pitching and putting, to help the player better understand their swing and improve their overall game. In depth instruction on course management, mental and tournament preparation, on course playing statistics and scoring. Classes are designed for the competitive youth player, playing local, regional or competitive team golf.

- Personalized specific swing instruction on posture, impact, body rotation, release and head positioning
- Individualized short game and putting instruction and suggestions, on specialty shots, controlling trajectory and distance, learning to spin the ball, and advanced greens reading
- Tournament and mental preparation
  - On-course playing statistics and scoring to better evaluate where strokes are being lost during play

#### ELT USET CHONGROUN

FAMILY - All ages - 90 Minute Classes Course = 6 weeks \$90.00

Sundays (3 classes) 10:00 AM - Noon - 2:00 PM

The Family Golf class is intended to introduce new people to the game, and learn together as a family. Focus will be on safety, rules, etiquette, chipping and putting basic, and the fundamentals of the full swing. Classes are designed to teach the game of golf with Parent(s) and Child(ren) learning together.

- Safety
- Rules and etiquette
- Full swing fundamentals
- Balance and flexibility

A children versus adults skills competition will be held at the end of course / camp session.

#### WOMENS AND SENIORS CURRICULUM

WOMENS 90 Minutes Classes Course = 8 weeks \$90.00

Mondays and Fridays 10:00 AM

SENIORS 60 Minute Classes Course = 8 weeks \$75.00

Tuesdays 10:00 AM

Beginners golf class for Women and Seniors focusing on the fundaments of full swing, chipping and putting, but with the added drills for strength training, Balance and flexibility. Not only will we be able to bring new players to the game, but we can also increase the quality of life through golf and its attendant strength and flexibility.

### IS A NOTED BY DRANGED DAY

- Balance, flexibility and strength training drills
  - Full swing fundamentals Grip, stance, alignment and basic swing mechanics.
  - Chipping and putting basic
  - Rules and etiquette
  - Fun and fresh air!

### TREGNAN TOUR.

INTERMEDIATE 8 Weeks \$ 90.00

Tuesdays and Thursdays 3:45PM Check-in / 4:00 Tee-Off (Roosevelt Course)

ADVANCED 8 Weeks \$90.00

Mondays (Roosevelt) and Wednesdays (Harding) 3:45 Check-In / 4:00 Tee-Off

For the Intermediate and Advanced player looking to have more playing time to prepare for local / regional competitive tournament play. Students will receive professional instruction on course management, mental preparation, swing fixes, specific short game guidance and suggestions tailored to their skill levels and comprehension of the game. "Reading" the green and overall statistics and strategy

### Sample Test questions

### Rules and Etiquette - Level 1

- 1. What is the "Green"?
- 2. What is a "Player's Line?
- 3. What is the "Fringe"?
- 4. You should be quiet while someone is playing or making a stroke (true/false)
- 5. You should never swing a club without checking to see if is safe to do so (T/F)
- 6. It is OK to run around and jump on the greens? (true/false)
- 7. Name the three parts of a golf club
- 8. What part of the club do you hold?
- 9. Why do we say "Four" when striking the ball?
- 10. You never hit balls or swing clubs at anyone (true/false)

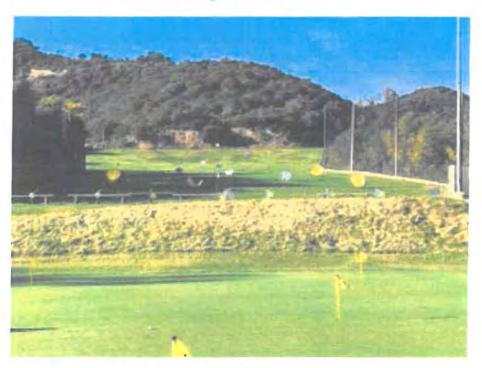
### Rules and Etiquette - Level 1

- 1. What is the "Green"?
- 2. What is a "Player's Line?"
- 3. What is the "Fringe"?
- 4. You should be quiet while someone is playing or making a stroke (true/false)
- 5. You should never swing a club without checking to see if is safe to do so (T/F)
- 6. It is OK to run around and jump on the greens? (true/false)
- 7. Name the three parts of a golf club
- 8. What part of the club do you hold?
- 9. Why do we say "Four" when striking the ball?
- 10. You never hit balls or swing clubs at anyone (true/false)

# **Classes Forming Now**

## The Tregnan Golf Academy

4341 Griffith Park Drive Los Angeles, CA 90027

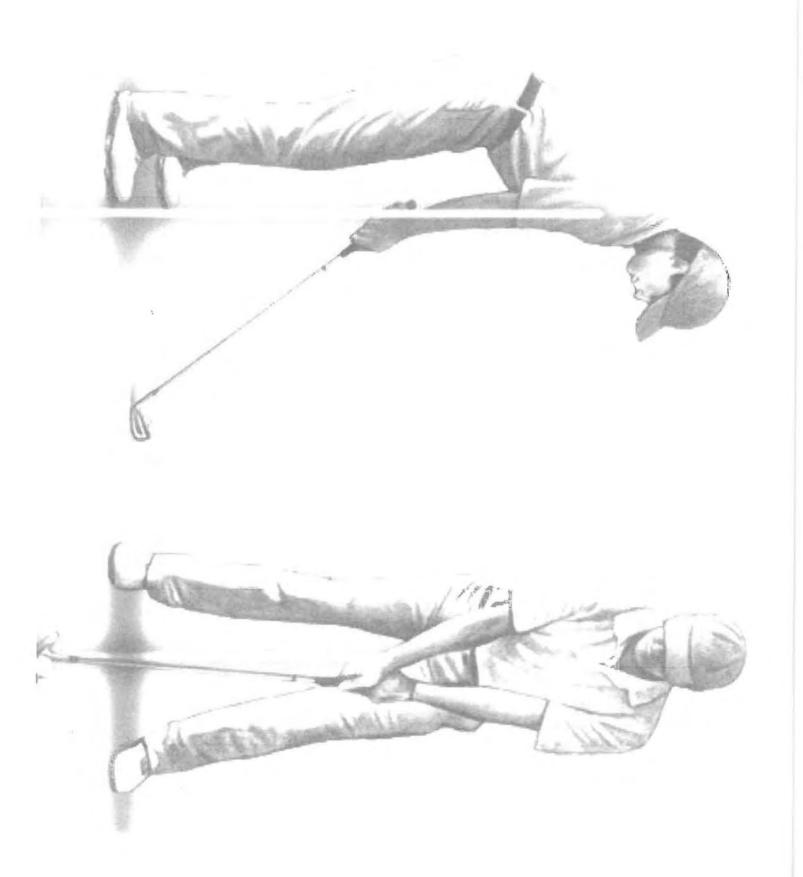


Junior's 6-17 Women, Seniors & Family Golf

Call for class schedule to enroll or for any questions 323-906-3858

For online sign-up go to: www.rap/tregnansignup.com

# HOUSE B



### D. Proposed Compensation

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.

Item#	Item Description	Amount
D.1	Proposed hourly compensation rate.	\$ 35 ∞

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (first renewal option).

Item#	Item Description	Amount
D.2	Proposed hourly compensation rate.	\$ 36.00

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (second renewal option).

Item#	Item Description	Amount
D.3	Proposed hourly compensation rate.	\$ 37.00

### VI. CONTRACTUAL AND OPERATING RESPONSIBILITIES

If awarded a contract, the Contractor will be obligated to perform the responsibilities as described in:

- 1) This RFP.
- 2) The submitted proposal in response to this RFP.
- 3) The Sample Contract for the Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy (Exhibit E). Please note that the Sample Contract will be modified to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- 4) Compliance documents as described in Section V.
- The Standard Provisions for City Contracts (Rev. 03/09 or latest version) (Exhibit A).
- Insurance Requirements acceptable to the CAO Risk Manager for Director of Instruction for Youth, Family and Seniors at TGA, and City as an additional insured (Exhibit F).



# Girls & Boys Golf Tournaments



GIRLS - 7 - 17

Intermediate - Los Feliz

Advanced - Roosevelt

BOYS - 7 - 17

Intermediate - Los Feliz

Advanced - Roosevelt

4341 Griffith Park Drive Los Angeles, CA 90027 Phone: 323.906.3858 Fax: XXX.XXX.XXXX E-mail address

# The Tregnan Golf Academy



Tregnan Golf Academy is a state of the art training facility operated by the Los Angeles Department of Recreation and Parks.

The goal of the facility is to educate and instruct youth, families, seniors, and women in the game of golf.



### **FAMILY GOLF CLASSES**

Sundays

10:00am, 12:00pm, and 2:00pm

90 minute classes

4 weeks

\$75.00

Family golf classes are designed to teach the fundamentals of full swing, chipping, putting, rules, etiquette, and safety. A great way to learn the game of golf as a family.

### JUNIOR GOLF CLASSES

Ages 6 - 17

90 minute classes

For the beginner to advanced player. New to the game? Or looking to take your game to the next level? Bring the kids to Tregnan and get professional, individualized golf instruction at the best facility in Los Angeles.

Beginners (7 - 11)

Thursday - 4:00pm

Saturday - 12:30pm

Intermediate (8 - 14)

Wednesday - 4:00pm

Saturday - 10:30am

Advanced (11 - 17)

Tuesday - 4:00pm

Saturday - 8:30am

### TREGNAN TOUR

For the intermediate to advance player. Weekly tour play to better your competitive game and prepare for tournament golf.

Intermediate

Tuesdays - Los Feliz

Thursdays - Roosevelt

Advanced

Mondays - Roosevelt

Wednesdays - Harding

Tour tee's off at 4:00pm

Check-in at 3:45pm

### NOTE:

Not included with Exhibit C are Morgan Haight's 2014 and 2015 Federal Tax returns submitted to RAP as part of the proposal. It contains the names of minors, social security numbers, financial-account numbers, and other private information.

### Required Insurance and Minimum Limits

Na	me:	Date:	09/	28/2016
Evi	reement/Reference: RFP - Director of Instruction for Y idence of coverages checked below, with the specified supancy/start of operations. Amounts shown are Com	I minimum limits, must be submitted and ap	pproved	prior to
	its may be substituted for a CSL if the total per occurr		70110 2314	Limit
1	Workers' Compensation - Workers' Compensation (WC	C) and Employer's Liability (EL)	WC	Statutory
	☑ Waiver of Subrogation in favor of City	☐ Longshore & Harbor Workers ☐ Jones Act	EL	\$1,000,000
1	Ceneral Liability			\$1,000,000
	Products/Completed Operations Fire Legal Liability	Sexual Misconduct 1,000,000		
	Automobile Liability (for any and all vehicles used for this	contract, other than commuting to/from work)		
	Professional Liability (Errors and Omissions)  Discovery Period 12 Months After Completion of W	ork 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 M. Crime Insurance	aterials) Bonds 100	% of the	contract price
the	1) If a contractor has no employees and decides to complete the form entitled "Request for Waiver of V http://cao.lacity.org/risk/InsuranceForms.htm 2) In the absence of imposed auto liability required contract must adhere to the financial responsibility.	Norkers' Compensation Insurance Requirer nent, all contractors using vehicles during to	ment" loc	cated at

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 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 <a href="http://track4la.lacity.org">http://track4la.lacity.org</a> 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 Track&LA® 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.

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 (<a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>) 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), 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 (<a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>). 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 <a href="http://cao.lacity.org/risk/BondAssistanceProgram.pdf">http://cao.lacity.org/risk/BondAssistanceProgram.pdf</a> or call (213) 258-3000 for more information.



NO. \_\_16-256

DATE: _	December 14, 2016	C.D	Various

### **BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: TREGNAN GOLF ACADEMY - RELEASE OF A REQUEST FOR PROPOSAL FOR A DIRECTOR OF INSTRUCTION; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE II, SECTION 1.

A.P. Diaz R. Barajas H. Fujita		*V. Israel K. Regan N. Williams		553.
				General Manager
Approved _	V		Disapproved _	Withdrawn

### RECOMMENDATIONS

- Approve a Request for Proposal (RFP) for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy, for a one-year contract, with two one-year extension options at the sole discretion of the General Manager, herein included as Attachment 1, subject to review and approval by the City Attorney as to form;
- Direct the Board Secretary to transmit the RFP to the City Attorney for review and approval as to form;
- Direct Department of Recreation and Parks (RAP) staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process for the Director of Instruction for Youth, Family and Seniors Professional Services Contract;
  - Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services; and,
  - Authorize the General Manager or Designee to make any necessary technical changes to the RFP to implement the Board's intentions.

### SUMMARY:

In July 2000, the Golf Division began operation of the Tregnan Golf Academy (TGA) in Griffith Park. This state-of-the-art training and practice facility features three practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center. TGA serves the community as an affordable introduction to golf, providing the skills, knowledge and confidence to play; ensuring the golf programs are accessible, affordable, and enjoyable. To date, approximately twenty-five thousand (25,000) youth, five hundred (500) women, and three

### PG. 2 NO.16-256

hundred (300) seniors have participated. Lessons and fees at TGA are:

Title	Duration	Fees
Open Enrollment (Ages 7-17)	Nine 1.5 hour sessions	\$85.00
Little Linksters & Pro Linksters (Ages 5-6)	Nine 1 hour sessions	\$60.00
Summer/Winter/Spring Camp	Per week	\$150,00
Junior Tour at Harding/Roosevelt/Los Feliz	Nine weeks	\$85.00
Family Golf	Four 1.5 hour sessions	\$70.00
Senior Golf & Mom's Day Out	Seven 1.5 hour sessions	\$80.00

Outreach to youth helps grow future play of golf in the City. Part of TGA's mission is to reach underserved youth who have limited access to golf programs. RAP's assistance includes discounted registration fees and transportation from approximately twelve (12) RAP Recreation Centers. On occasion, scholarships are available to youths in need of financial assistance. Scholarships have been made possible by donations from private parties, corporations, and the American Legion.

Recently, TGA provided nine-week classes with the following number of youth registrants:

Year	Session	Boys	Girls	Total
2015	Winter Classes	219	151	370
	Spring Classes	253	163	416
	Early Summer Classes	222	146	368
	Late Summer Classes	251	163	414
	Fall Classes	239	155	394
2016	Winter Classes	217	137	354
	Spring Classes	253	153	406
	Early Summer Classes	230	138	368
	Late Summer Classes	270	139	409
	Fall Classes	221	155	376

All participants learned the rules, etiquette, and safety regulations of golf; and received skill development instruction to compete in golf tournaments and learned to play the game at an advanced level.

In July 2009, an RFP was released for Golf Youth Instructor (Board Report No. 09-195) (Attachment 2) resulting in the receipt of two proposals. On July 14, 2010, Contract No. 3321 was executed between the City of Los Angeles and Jeffrey T. Barber (Barber) for Golf Youth Instructor Services for a term of one year with two one-year extension options to renew (Board Report No. 10-127) (Attachment 3). Two Amendments were approved by the Board which extended Mr. Barber's contract to years four and five, and years six and seven, respectively. Year seven is scheduled to terminate on June 30, 2017.

PG. 3 NO.16-256

The existing contract and amendments contain contract ceilings for Annual Salary based on Fortyhour work weeks. The last five years have remained unchanged at Thirty Dollars (\$30.00) per hour. Mr. Barber was also permitted to use the RAP Facility to provide/profit from private lessons for a Ten Percent (10%) Facility Use Fee. Under a new RFP, RAP staff recommends updating the hourly wage to a maximum of Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour, or based on a Forty-hour maximum work week – Three Thousand Dollars (\$3,000.00) bi-weekly. Allowing for two weeks unpaid time off, this would result in a one-year contract ceiling of Seventy-Five Thousand Dollars (\$75,000.00), or Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) if both one-year extension options are approved by RAP. Proposers may elect to propose an amount below the contract ceiling to be competitive. The private lesson option has been removed from the RFP but is available under a different program administered by RAP.

RAP Staff has developed and is ready to release an RFP, at the direction of the Board, to continue and expand the golf program to other golf facilities in the City with a revised focus to youth, family and seniors. This will include the development and implementation of a golf class curriculum for these groups under various ability levels and accommodating those with special needs in accordance with Professional Golfers' Association of America (PGA) guidelines.

### **Evaluation Process**

The evaluation process consists of two Levels: Level I is a check and review for compliance and submittal documents. Level II is a comprehensive evaluation of proposals by a panel composed of City employees, though RAP reserves the right to use outside individuals to assist with or perform the evaluation. Proposers must successfully pass Level I to proceed to Level II.

The responsive proposals to Level I will be evaluated on the criteria below (Level II):

- Background and Experience (50 points)
- · Curriculum (30 points)
- Compensation (20 points)

### Recommendation

The highest ranked proposer will be recommended for a one-year contract, with two one-year extension options exercisable at the sole discretion of the General Manager, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) per year and Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) over the term of the contract.

The compensation amount is an estimate, and RAP does not guarantee that the maximum amount will be reached. The contract awarded through this RFP shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev. 3/09).

The RFP will be advertised in the *Daily Journal* and the PGA Job Finder website; available on the RAP website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by the Golf Division. The anticipated time of completion for this RFP process is approximately six to seven months.

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Interested parties will be invited to a pre-proposal conference to be held approximately three weeks after the release of the RFP in order to provide proposers with a review of the submittal documents and compliance documents.

Funding for service will be provided from RAP Municipal Recreation Program, Fund 52H, Department 89, Golf Account 3150.

### Charter Section 1022 Determination

On October 14, 2016, the Personnel Department completed a Charter Section 1022 review and determined that there are currently no City employees that can perform the services being proposed for contracting. RAP does not have personnel with the necessary knowledge and expertise to provide for the development and implementation of golf class curriculum or specialized instruction that is critical to the program's development, including the requirement of maintaining Class "A" PGA certification status during the term of the contract. These skills are beyond City staff's abilities or experience; therefore, it is more feasible to secure these services through a professional services contract.

### ENVIRONMENTAL IMPACT STATEMENT

Approval and release of the RFP does not impact the California Environmental Quality Act (CEQA) Guidelines.

### FISCAL IMPACT STATEMENT

Releasing the RFP has no impact on RAP's General Fund.

This Report was prepared by Stanley Woo, Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

### LIST OF ATTACHMENTS

- RFP for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy
- 2) Board Report No. 09-195
- 3) Board Report No. 10-127



# City of Los Angeles

**Department of Recreation and Parks** 

### Request for Proposal (CON-XXX-XXX)

### DIRECTOR OF INSTRUCTION

For Youth, Family and Seniors At Tregnan Golf Academy





Release Date:

December 28, 2016

Pre-Proposal Conference: January 10, 2017 (see Exhibit B)

Due Date:

February 7, 2017 (see Exhibit B)

**Deliver To:** 

City of Los Angeles

Department of Recreation and Parks

**Board of Recreation and Park Commissioners** 221 N. Figueroa Street, 3rd Floor, Rm. 300

Los Angeles, CA 90012

RFP Coordinator:

Stanley Woo, Management Analyst II

Email:

Stanley.Woo@lacity.org

Telephone: Fax:

(213) 202-4323 (213) 202-4311

Web:

www.laparks.org/proposal.htm

http://www.labavn.org/

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# FOR DIRECTOR OF INSTRUCTION

### I. INTRODUCTION

The City of Los Angeles (City) Department of Recreation and Parks (RAP) is pleased to offer an opportunity for a well-qualified individual to serve as Director of Instruction at Tregnan Golf Academy (TGA) (Exhibit I) in Griffith Park.

Built by private donations and foundation grants, TGA is a state-of-the-art training and practice facility designed primarily for youth. TGA features 3 practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center.

A golf instruction program was developed at TGA to include golf playing rules, etiquette, safety regulations and specialized instructions. The program was designed to target underrepresented groups, such as youth and seniors. With the assistance of a Director of Instruction, RAP may expand the program to other golf courses throughout the City.

Proposers should demonstrate the ability to operate this type of business under guidelines of the Professional Golfers' Association (PGA), and document compliance with appropriate laws and regulations. Instructions to Proposers are provided in Exhibit B.

The selected proposer (Contractor) shall demonstrate the ability to implement a youth, family and seniors instruction program (Program) that will meet or exceed RAP objectives and incorporate innovative ideas as approved by RAP.

### II. OBJECTIVE

RAP seeks an experienced contractor to continue the development and operation of a program directed at youth, family and seniors. This includes developing a golf class curriculum in accordance with PGA guidelines.

The objective of this Request for Proposal (RFP) is to enter into a Professional Services Contract (Contract) with the most qualified proposer responding to this RFP. Proposers must have experience in golf instruction to youth, family and seniors at public or private golf courses. Preference will be given to proposers who have earned Class "A" (PGA) status.

The term of this Contract will be one year, with two one-year renewal options, exercisable at the sole discretion of the General Manager. Compensation will not exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) per hour, Forty (40) hours per week, with a maximum of two thousand (2,000) hours per year. Note: two thousand (2,000) hours = fifty (50) forty (40)-hour work weeks. Compensation will not exceed Seventy-Five Thousand Dollars (\$75,000.00) per year, and total compensation over the

possible three year term of the contract will not exceed Two Hundred Twenty-five Thousand Dollars (\$225,000.00). Proposers shall indicate acceptable hourly compensation at or under the Thirty-Seven Dollars and Fifty Cents (\$37.50) limit.

Contract amounts stated herein are an estimate; there is no guarantee that the total compensation amount will be reached. RAP guarantees no minimum amount of business or compensation. The Contract awarded through this RFP shall be subject to funding availability and to earlier termination by RAP, as provided in Standard Provisions for City Contracts (Rev. 3/09) (Exhibit A).

RAP will provide equipment and materials necessary for the golf program, such as golf clubs, instructional golf equipment and training aids for participants.

### III. DUTIES AND RESPONSIBILITIES

Under the guidance and direction of the Golf Manager or Designee, Contractor must be willing and able to commit to the following:

- 1. Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to continue development and operation of the Program.
- Develop and implement golf curriculum and instruction with varied ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including but not limited to:
  - Golf playing rules, etiquette, and safety regulations.
  - Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - Preparation for tournament and advanced play.
- Provide professional golf instruction and spend at least fifty precent (50%) of the total number of hours on direct instruction activities.
- No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
- Assist with managing operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
- Implement golf class programs, including supervising the execution of curriculum by RAP employed instructors.

- 7. Assist with selection and training of RAP employed instructors.
- 8. Expand the current Program developed for TGA to other City golf facilities.
- Organize golf tournaments and special events for Program participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
- Assist with securing sponsorship from, and developing partnership opportunities with, the private sector.
- Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
- 12. Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILTY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
- Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
- 14. Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty hours per week.
- 15. Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty hours on a bi-weekly basis. Working in excess of forty (40) hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours for future redemption invoicing is not allowed.
- Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit F).
- 17. Make no representation that Contractor is an employee of the City.
- 18. Undergo background check and fingerprinting.
- 19. Provide documentation to confirm freedom from communicable Tuberculosis.

### IV. COMPLIANCE DOCUMENTS

As part of the RFP process, all proposers are to review, complete, and submit the compliance documents attached hereto as Exhibit D, which contains information, related forms, and instructions.

Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on the City's Bureau of Contract Administration (BCA) website (<a href="http://bca.lacity.org/index.cfm">http://bca.lacity.org/index.cfm</a>), and/or by phone with the administering City Department or agency of a given ordinance or compliance document. Exemptions from certain ordinances may apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

### V. PROPOSAL ITEMS

The following Section, along with the Duties and Responsibilities (Section III) and the Standard Provisions for City Contracts (Rev. 3/09) (Attachment A), will comprise the fundamentals of the Contract. In the written proposal, proposers should include detailed responses to each of the Proposal Submittal Items. If selected, the proposer must be willing and able to commit to the Proposal Submittal Items.

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

NOTE: ONLY ONE OPTION FOR EACH PROPOSAL CRITERION WILL BE ACCEPTED PER SUBMITTAL. MULTIPLE PROPOSAL OPTIONS CONTAINED IN A SINGLE PROPOSAL WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP. HOWEVER, PROPOSERS ARE WELCOME TO SUBMIT MORE THAN ONE PROPOSAL IN RESPONSE TO THIS RFP.

### A. Executive Summary

The Executive Summary must be limited to two typed pages (single-space, 12 font, or similar) and must provide a comprehensive but concise summary of the Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to provide the services outlined in this RFP. Include name and address of the Proposer, telephone number and e-mail address.

### B. Background and Experience

Only entities that possess relevant experience providing golf instruction services

and programming to youth, family, and seniors at public or private golf courses will be considered. Proposer shall submit a list of their experience, qualifications and references as stated below:

### Experience and Qualifications

The following are items that are to be included to present the Proposer's qualifications:

- Time in business providing golf instruction (in years and months).
- Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.
- List current operational location(s).
- Provide copy of Class "A" Professional Golfers' Association (PGA) teaching card.
- Additional relevant certifications and/or documentation which demonstrates Proposer's experience and qualifications.
- Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 Federal tax returns (include copies).

### Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (Exhibit H) to include the following information:

- Client's name and address.
- Dollar amount of the entire project.
- Beginning and ending dates of the contracts.
- Contact person to provide reference (include name, title, telephone number, and e-mail address).
- Scope of Services including titles, duties, and tasks.
- Contracts terminated since 2005 with an explanation of reason(s) for termination.

### References

Proposer shall attach at least two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. The letters are to include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any previous clients for information on the proposer.

### C. Proposed Curriculum

- Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:
  - Golf playing rules, etiquette, and safety regulations.
  - Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
  - Preparation for tournament and advanced play.
  - Teaching methods and approach to providing the services requested in this RFP.
  - Include sample handouts, quizzes, and other teaching aids.
  - Include sample program descriptions, flyers, brochures or other promotional material.

### D. Proposed Compensation

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.

Item#	Item Description	Amount
D.1	Proposed hourly compensation rate.	

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (first renewal option).

Item #	Item Description	Amount
D.2	Proposed hourly compensation rate.	

<u>Acceptable Compensation</u>: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (second renewal option).

Item #	Item Description	Amount
D.3	Proposed hourly compensation rate.	

### VI. CONTRACTUAL AND OPERATING RESPONSIBILITIES

If awarded a contract, the Contractor will be obligated to perform the responsibilities as described in:

- 1) This RFP.
- 2) The submitted proposal in response to this RFP.
- 3) The Sample Contract for the Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy (Exhibit E). Please note that the Sample Contract will be modified to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- Compliance documents as described in Section V.
- The Standard Provisions for City Contracts (Rev. 03/09 or latest version) (Exhibit A).
- Insurance Requirements acceptable to the CAO Risk Manager for Director of Instruction for Youth, Family and Seniors at TGA, and City as an additional insured (Exhibit F).

### VII. EVALUATION AND AWARD

### A. Evaluation Process and Scoring Criteria

RAP reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. Each proposer must pass Level I in order to advance to Level II.

Level I – Compliance with RFP Submission Requirements: RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with requirements and document submissions.

In order to be found responsive to the RFP under Level I Evaluations, Proposals must include:

- Proposal Submission Letter (Exhibit G)
- Proposal Deposit of Two Thousand Dollars (\$2,000.00). (Exhibit B)
- Compliance Documents referenced in Section IV. (Exhibit D)
- Proposal Items referenced in Section V. (Exhibits C and H)

### Level II - Evaluation and Scoring Criteria of Proposal Items:

For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

Background and Experience (50 points possible): RFP Section V.B

Curriculum (30 points possible): RFP Section V.C

Compensation (20 points possible): RFP Section V.D

### B. Evaluation and Recommendation

Responsive proposals will be scored in each of the criteria above and ranked according to scores by an evaluation panel comprised of qualified persons, which may include individuals outside RAP. Interviews of the Proposers may be scheduled for the purpose of clarifying matters or responding to questions by the Evaluation Panel.

The City reserves the right to conduct investigations with respect to the qualifications of each Proposer and any information contained in its proposal.

All proposals will be evaluated on the basis of the criteria listed above and the ranking of the panel will serve as a basis to formulate the RAP General Manager's written recommendation to the Board of Recreation and Park Commissioners (referred to herein as, "Board").

### C. RAP Award

The General Manager recommends contract awards to the Board. RAP shall notify all proposers of the recommendation.

The Board will consider the General Manager's recommendation during a public Commission meeting and may accept or reject the recommendation in making their decision as to the selection.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Contracts are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Contract.

Upon award, Contractor will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws within sixty (60) days of written notification by RAP. If Contractor does not execute the awarded contract and any other necessary documents within sixty (60) calendar days of receiving the contract for signature, RAP may unilaterally rescind the contract award at its sole discretion.

### D. Protest to RFP or RFP Provision

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### E. City's Right to Reject Proposals and to Waive Informalities

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to 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."

F. Constitutional and Other Limits on Contractor's Rights to Exclusivity
Notwithstanding exclusivity granted to the Contractor by the terms of the
awarded Contract, the City in its discretion may require Contractor, without any
reduction in cost recovery reimbursement fees or other valuable consideration to
Contractor, 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.

### IMPORTANT:

### Charter Section 371(e)(10)

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of RAP operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP needs and therefore opts to utilize the standard request for proposals process.

### VIII. EXHIBITS

- A. Standard Provisions for City Contracts (Rev. 3/09 or latest version)
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Contract for Director of Instruction
- F. Insurance Requirements and Instructions
- G. Proposal Submission Letter
- H. Experience with Similar Contracts Table
- Map of Tregnan Golf Academy

### STANDARD PROVISIONS FOR CITY CONTRACTS

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### STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

### PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

### PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

### PSC-4. TIME OF EFFECTIVENESS

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

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

### PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

### PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

### PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes 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.

### PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

### PSC-9. WAIVER

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

### PSC-10. TERMINATION

### A. TERMINATION FOR CONVENIENCE

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

### B. TERMINATION FOR BREACH OF CONTRACT

- 1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
- If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
- If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

- 4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
- 5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
- The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### PSC-11. INDEPENDENT CONTRACTOR

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.

### PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

### PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

### PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

### PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

# PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

### PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

### PSC-18. FALSE CLAIMS ACT

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

### PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

### PSC-20. 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, CONTRACTOR 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 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 by CONTRACTOR 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 Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

### PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, 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 arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method. application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

### PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

### PSC-23. OWNERSHIP AND LICENSE

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

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

### PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages 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 (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

### PSC-25. DISCOUNT TERMS

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

### PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

### PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

### PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and 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.
  - This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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, 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. 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 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 CONTRACTOR.
- F. Upon a finding duly made that 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. 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 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, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- 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, 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:
  - Hiring practices;
  - 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. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject 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.

### PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its 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.
  - This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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 Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. 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 except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, 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. In addition thereto, such breach 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 Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars

- (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- Intentionally blank.
- Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- CONTRACTOR shall submit an Affirmative Action Plan which shall meet K. the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or preaward conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - Classroom preparation for the job when not apprenticeable;
  - 3. Pre-apprenticeship education and preparation;
  - 4. Upgrading training and opportunities;
  - 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  - The entry of qualified women, minority and all other journeymen into the industry; and
  - The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

Q. 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.

### PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

**CONTRACTOR** certifies 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 Section 7110(b) of the California Public Contract Code.

# PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
  - CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  - 2. CONTRACTOR 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 shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  - 3. CONTRACTOR, 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 opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
  - Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

- CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(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 has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR 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 CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR 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. CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

### PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

### PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** 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** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR 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. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

# PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

### PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.
- B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
- C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

### PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

### EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at <a href="www.lacity.org/cao/risk">www.lacity.org/cao/risk</a>. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

### CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

- 7. California Licensee. All insurance must be provided by an insurer <u>admitted</u> to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
- 8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.
- 9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Exhibit 1 (Continued) Required Insurance and Minimum Limits

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		Limit		
tion (WC) and Employer's Liability (EL)	WC	Statutory		
☐ Longshore & Harbor Workers				
☐ Jones Act				
☐ Sexual Misconduct				
building – as determined by insurance company)				
☐ Boiler and Machinery				
☐ Builder's Risk				
0				
and Materials) Bonds	100 % of	Contrast Dais		
		Contract Fric		
	combined Single Limits ("CSLs"). For Autooccurrence equals or exceeds the CSL amount.  tion (WC) and Employer's Liability (EL)  Longshore & Harbor Workers Jones Act  Sexual Misconduct  d for this Contract, other than commuting to/from we building – as determined by insurance company)  Boiler and Machinery Builder's Risk  Builder's Risk	combined Single Limits ("CSLs"). For Automobile Lial occurrence equals or exceeds the CSL amount.  tion (WC) and Employer's Liability (EL)		

### INSTRUCTIONS TO PROPOSERS

### A. Submitting a Written Proposal

To be considered for award of this contract, proposing entities must submit a sealed, written proposal in response to the Proposal Submittal Items indicated in the Request for Proposals (RFP). Proposals must provide information about the proposer's background, current business practice, applicable experience, and plans to operate the Youth, Family and Seniors Golf Program as Director of Instruction. Proposals will be evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

- Make sure your proposal is well-organized and easy to read.
- Verify that your proposal is complete and that you have completely responded to all proposal items and compliance documents in the RFP.
- Formulate your responses precisely and with detail; avoiding vague, meaningless, or open-ended responses.
- Make sure your proposal demonstrates that any projections to expand the program are realistic and sustainable.
- · Clearly describe what you will bring to the program.
- If there are significant risks in your program strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award of the proposed contract; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item. In the written proposal, proposers must include responses to <u>ALL</u> proposal items. Proposers will not be able to add to, or modify their proposals after the proposal due date.

THE CITY RETAINS THE RIGHT AND MAY DEEM A PROPOSER NON-RESPONSIVE IF THE PROPOSER FAILS TO PROVIDE ALL REQUIRED DOCUMENTATION.

### B. Submitted Proposals

The submitted proposal accepted by Recreation and Parks (RAP) in writing, in

accordance with applicable statutes, constitutes a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material, providing only necessary information which best describes the experience and qualifications, proposed curriculum, and proposed compensation of the Proposer.

### Proposals must contain ALL of the following:

### 1. Proposal Submission Letter

All Proposers are to submit a Proposal Submission Letter (see Exhibit G of the RFP).

### 2. Proposal Deposit

All proposals must include a Two Thousand Dollar (\$2,000.00) Proposal Deposit in the form of a <u>cashier's check only</u>, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into a contract (hereinafter, "Contract") as the Director of Instruction for the Youth, Family and Seniors Golf Program at Tregnan Golf Academy. The selected proposer shall have thirty (30) calendar days after the contract is sent to selected proposer for signature to review, sign, and return the contract to RAP. In the event the selected proposer fails to return the signed contract and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after sixty (60) calendar days after the contract is sent to selected proposer for signature, the contract is not signed and returned, the City maintains the right to select the proposer with the next highest selection ranking.

The Proposal Deposit of the successful proposer will be released upon evidence of insurance (see Exhibit F of the RFP) and execution of the Contract. In the event that an award is made and the successful proposer fails to execute the Contract or fails to provide evidence of insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by RAP.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of a contract with the proposer awarded the Contract. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Contract and another proposer is considered for award. Please note that the execution of the Contract may take up to eight months to complete.

### 3. Proposal Items

Proposers are to submit detailed responses to all of the Proposal Items in Section V of the RFP.

- Executive Summary
- Background and Experience
- · Proposed Curriculum
- Proposed Compensation

### 4. Compliance Documents

This is a new RFP for a new contract. Previous compliance document submittals and/or waivers do not apply. The appropriate forms must be completed and submitted. (See Section IV and Exhibit D of the RFP.)

### C. Proposal Submittal Information:

### Deadline for Submission

To be considered, proposals must be received on or before 1:00 PM, Tuesday February 7. 2017.

### Where to Submit your Proposal

The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled "Proposal for Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy." Said envelope(s) or box(es) shall have the name and address of the Proposer on the outside and be delivered to:

Los Angeles Department of Recreation and Parks
Office of the Board of Commissioners
Attention: Board Secretary
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

### **Number of Copies**

Please provide one (1) original and four (4) copies, and one (1) non-bound reproducible copy. An original is one in which a form requiring a signature must be signed in wet ink. A reproducible copy is one that can readily be reproduced through a photocopier.

### **Important Notices**

Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the

proposer(s) announced. No other information regarding the proposals will be made public until such time as a recommendation concerning proposals is made to the Board.

The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board at (213) 202-2610, Attn: Board Secretary. The phone number for the Board Office is (213) 202-2640. A written request, signed by an authorized representative of the proposing business entity, must be submitted to the Board Office. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP, and the contents of the proposal submitted by the successful proposer, may become contractual obligations if a contract is awarded. Failure of the selected proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

### Pre-Proposal Conference and Site Visit:

Date: January 10, 2017

Conference Time: 10:00 AM

Location: City of Los Angeles

Central Service Yard Golf Division Headquarters

3900 Chevy Chase Drive, Los Angeles, CA 90039

(Free parking available)

The purpose of the conference is to clarify the contents of this RFP and to discuss the Director of Instruction for Youth, Family and Seniors Golf Program. Attendance is mandatory. It is highly recommended that prospective proposers read the complete RFP prior to the conference and begin preparation of their proposal in order to maximize the benefits of the conference. The Tregnan Golf Academy site visit will take place shortly after the pre-proposal conference.

To maximize the effectiveness of the conference, the RFP Coordinator requests that, to the extent possible, proposers provide questions in writing prior to the conference. This

will enable the RFP Coordinator to prepare responses in advance. Questions concerning the RFP should be e-mailed to the RFP Coordinator at <a href="maileo-stanley.Woo@lacity.org">Stanley.Woo@lacity.org</a> with "Director of Instruction RFP" in the e-mail subject line or mailed to:

Department of Recreation and Parks
Partnership Division/Concessions Unit
Attention: Stanley Woo
221 N. Figueroa Street, Suite 200
Los Angeles, CA 90012

Additional questions may be accepted, in writing, at the conference. However, responses may be deferred and provided as addenda to the RFP at a later date. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the passage can be quickly found in the RFP. The City reserves the right to group similar questions when providing answers.

If the City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the RFP Coordinator listed above and below. Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the City not receiving the best possible responses from proposers.

Please direct all comments and questions to the RFP Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Name: Stanley Woo, RFP Coordinator

Address: 221 N. Figueroa Street, Suite 200, Los Angeles, CA 90012

E-mail: Stanley.Woo@lacity.org

Fax: 213-202-4311

### D. Document Check

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the RFP Coordinator at the address above.

The complete RFP package and all forms and information in the Exhibits are also available at <a href="https://www.laparks.org/proposal.htm">www.laparks.org/proposal.htm</a> and on the Los Angeles Business Assistance Virtual Network (LABAVN) at <a href="https://www.labavn.org">www.labavn.org</a>. Should you find a

discrepancy in or omissions from said documents, or have questions as to their meaning, notify the RFP Coordinator by e-mail no later than 24-hours prior to the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

### IMPORTANT:

### Charter Section 371(e)(10)

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation, and maintenance of RAP's operations. To select the best proposer for this operation, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP's needs and therefore opts to utilize the standard request for proposals process.

### LEVEL I REQUIREMENTS

In order to be found responsive under Level I requirements, each of the following must be addressed. Refer to the applicable Request for Proposal (RFP) sections for additional detail.

### 1. Compliance Documents

As part of the RFP process (Section IV of the RFP), all proposers are to review, complete, and submit compliance documents. Information, related forms, and instructions are located in Exhibit D of the RFP ("Compliance Documents").

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

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

The following compliance documents MUST be included with your proposal:

- a. Proposer's Signature Declaration and Affidavit (Section I.A of Exhibit D)
  The document must be signed and notarized. Legal name(s) on all proposal
  documents and the resultant Concession Contract must be consistent. Only the
  original notarized form is acceptable.
- Disposition of Proposals (Section I.B of Exhibit D)
   The document must be signed by an individual authorized to bind the proposer.
- Nondiscrimination, Equal Employment Practices, and Affirmative Action Program (Section I.C of Exhibit D) Please read instructions in Exhibit D.
- d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit D) Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
- e. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit D) Please read the instructions in Exhibit D.
- f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – only if applying for an exemption (Section I.F of Exhibit D). Submittal of

documents only required if the proposer is applying for an exemption to the ordinance requirements.

g. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D)

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.

Proposers 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 proposer's BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (<a href="https://www.labavn.org">www.labavn.org</a>). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	18%
WBE Participation:	4%
SBE Participation:	25%
EBE Participation:	8%
DVBE Participation:	_3%

- h. Municipal Lobbying Ordinance / Bidder Certification CEC Form 50 (Section I.H of Exhibit D) Please read the instructions in Exhibit D.
- Prohibited Contributions CEC Form 55 (Section I.I of Exhibit D)
   Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H).

   Please read the instructions in Exhibit D.
- j. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification Please read the instructions in Exhibit D.

Iran Contracting Act of 2010 Compliance Affidavit Please read the instructions in Exhibit D.

Only the proposer selected for award of this contract is required to submit the following additional required items prior to execution of the Contract (within sixty [60] calendar days from the date the contract is awarded by the Board to the selected proposer):

- Americans with Disabilities Act Certification
- m. Business Tax Registration Certificate
- n. Certification of Compliance with Child Support Obligations
- Contractor Responsibility Ordinance Pledge of Compliance
- City-Approved Proof of Insurance (See separate exhibit attached to RFP)
- q. City-Approved Performance Deposit (See RFP for acceptable forms of deposit)
- Los Angeles Residence Information (location of selected Contractor's headquarters and percentage of workforce residing in Los Angeles)
- s. LWO/SCWRO Additional related forms from item "f" above
- Slavery Disclosure Affidavit

Failure of the successful proposer to submit items "I" through "t" above, and submit a signed Contract within sixty (60) calendar days of award (as notified in writing by the RAP Board Office) shall cause the proposal to be deemed non-responsive and will result in cancellation of the award and forfeiture of the proposal deposit.

### PLEASE PROVIDE A RESPONSE TO THE FOLLOWING:

### 2. PROPOSAL ITEMS:

Proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

### A. Executive Summary (RFP Section V.A) (No points awarded)

The Executive Summary must be limited to two (2) typed pages (single-space, 12-point font, or similar) and must provide a comprehensive but concise summary of the

Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified person to perform the programs and services outlined in this RFP. Also include name and address of the Proposer, telephone number and e-mail address.

### B. Background and Experience (RFP Section V.B) (50 points possible)

Describe your background and experience in golf instruction and programming to youth, family and seniors.

**Note**: This section pertains to your CURRENT qualifications, operations, and PAST experience; not your PROPOSED operation for this Professional Services Contract for youth, family and seniors golf instruction and programming.

### 1. Experience and Qualifications

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

- B.1.a Time in business providing golf instruction (in years and months).
- B.1.b Business Type: Sole Proprietorship, Partnership, Joint Venture, Corporation, or limited Liability Company (LLC), etc.
- B.1.c List current operational location(s).
- B.1.d Copy of Class "A" Professional Golfers' Association (PGA) teaching card.
- B.1.e List other certifications and/or documentation which demonstrates Proposer's experience and qualifications. Include copies.
- B.1.f Provide past two years' annual gross revenue figures as stated on Proposer's 2014 and 2015 federal tax returns. Provide copies of 2014 and 2015 federal tax returns.

### Experience with Similar Contracts

Proposer shall list experience providing golf instruction services to youth, family and seniors; and developing these types of golf programs, at public or private golf courses. Complete the "Experience with Similar Contracts" Table (RFP Exhibit H) to include the following information:

- B.2.a Clients name and address.
- B.2.b Dollar amount of the entire project.
- B.2.c Beginning and ending dates of the contracts.
- B.2.d Contact person to provide reference (include name, title, telephone number, and e-mail address).
- B.2.e Scope of Services (include titles, duties, and tasks).

B.2.f List contracts terminated since 2005 with an explanation of reason(s) for termination.

### 3. References

Proposer shall provide the following reference information.

B.3 Two (2) reference letters from former or current employers or contracting organizations to document work experience and client satisfaction. Letters must include name, business address, and phone number of contact person.

Note: submission of a proposal in response to this RFP constitutes authorization for RAP to contact any identified previous clients to request information on the performance of the proposer.

### C. Proposed Curriculum (RFP Section V.C) (30 points possible)

Proposer shall submit a written golf class curriculum for youths, family, and seniors – respectively, ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with PGA guidelines, including, but not limited to:

- C.1 Golf playing rules, etiquette, and safety regulations.
- C.2 Specialized instruction, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
- C.3 Preparation for tournament and advanced play.
- C.4 Teaching methods and approach to providing the services requested in this RFP.
- C.5 Include sample handouts, quizzes, and other teaching aids.
- C.6 Include sample program descriptions, flyers, brochures or other promotional material.

### D. Proposed Compensation (RFP Section V.D) (20 points possible)

- D.1 Proposed hourly compensation rate year one.
  - Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the first 12-month period of the Contract.
- D.2 Proposed hourly compensation rate year two.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the second 12-month period of the Contract (pending approval of first renewal option).

D.3 Proposed hourly compensation rate – year three.

Acceptable Compensation: Propose an hourly compensation rate not to exceed Thirty-Seven Dollars and Fifty Cents (\$37.50) for the third 12-month period of the Contract (pending approval of second renewal option).



### **EXHIBIT D**

## **COMPLIANCE DOCUMENTS**

REQUEST FOR PROPOSALS

Partnership and Revenue Branch Concessions Unit 221 North Figueroa Street, Suite 200 Mail Stop 625-26 Los Angeles, CA 90012 Telephone: (213) 202-3280

Telephone: (213) 202-3280 Fax: (213) 202-4311

Web: www.laparks.org/proposal.htm



### COMPLIANCE DOCUMENTS - REQUEST FOR PROPOSALS

### TABLE OF CONTENTS

### SECTION I - Compliance Documents to be submitted by Proposers with Proposals

- A. Proposer's Signature Declaration and Affidavit
- B. Disposition of Proposals
- C. Nondiscrimination, Equal Employment Practices, and Affirmative Action Program
- D. Contractor Responsibility Ordinance Statement
- E. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO)
- E. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
- G. Business Inclusion Program
- H. Municipal Lobbying Ordinance / Bidder Certification CEC Form 50
- Prohibited Contributors CEC Form 55 (Measure H)
- J. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- K. Iran Contracting Act of 2010 Compliance Affidavit

### SECTION II - Compliance Documents to be submitted by Selected Proposer

- Americans with Disabilities Act Certification
- M. Business Tax Registration Certificate
- N. Certification of Compliance with Child Support Obligations
- O. Contractor Responsibility Ordinance Pledge of Compliance
  - P. City-Approved Proof of Insurance (See separate exhibit attached to RFP)
  - Q. City-Approved Performance Deposit (See RFP for acceptable forms of deposit)
  - R. Los Angeles Residence Information
  - Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms
  - T. Slavery Disclosure Affidavit



### SECTION I

Compliance Documents to be Submitted with Proposals

# PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

### SECTION A

### PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

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

### INSTRUCTIONS:

- Sign and Notarize the Document
- b. Submit with the Bid/Proposal

### Signatures:

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

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

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the

affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in

the absence of the Secretary.

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

### AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We,					
being fire	st duly sworn, deposes and states: Tha	t the undersign	ed		
	(Insert "Sole Owner", "General Partner"	, "President", "S	Secretary", or other proper title)		
is of					
(	Name of firm / business entity)		-		
Who sub	mits herewith to City of Los Angeles th	e attached prop	nosal:		
statemer	nts of fact therein are true; that such	proposal was	t the same is not sham or collusive; that all not made in the interest or behalf of any poration not therein named or disclosed.		
or confer	rence with anyone attempted to induce and the contract, or of any other propose oser has not in any manner sought by	action prejudic er, or anyone el	or indirectly by agreement, communication ial to the interests of the public body which se interested in the proposed contract: that cure for itself an advantage over any other		
Affiant fu proposer		o the public of	pening and reading of proposals the said		
(a)	Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposa				
(b)	Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that sain 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 of agent thereof, or to any individual or group of individuals, except to the awarding authority to any person or persons who have a partnership or other financial interest with said propose in its business.				
	and and agree that any falsification in t ion of any concession contract awarde		be grounds for rejection of this proposal or is proposal.		
	certify or declare under penalty of p	erjury under th	e laws of the State of California that the		
STATE C	OF CALIFORNIA				
Subscrib	ed and sworn to before me this	day of	(Signature)		
			(oignature)		
(Month /	Year)		(Title)		
(Notary P	Public)		(Date)		

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

# DISPOSITION OF PROPOSALS

# SECTION B

# DISPOSITION OF PROPOSALS

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

# INSTRUCTIONS:

- a. Sign the Document
- Submit with the Bid/Proposal

# Signatures:

The person signing must be authorized to bind the proposer.

# Disposition of Proposals

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

"The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

"I have read and understand the Disposition of Proposition release any materials and information contaundersigned's firm in the event that the required hold Proposal."	ained in the proposal submitted by the
Signature of person authorized to bind proposer	Date

# NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM

# SECTION C

# NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM

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

All contracts for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <a href="http://bca.lacity.org">http://bca.lacity.org</a>.

# INSTRUCTIONS:

No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

# CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

# SECTION D

# CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

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

# bca.lacity.org

# INSTRUCTIONS:

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

# CITY OF LOS ANGELES CONTRACTOR RESPONSIBILITY ORDINANCE

(Los Angeles Administrative Code Section 10.40 et seq.)

# 1. What is the Contractor Responsibility Ordinance?

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

# 2. When was the Ordinance adopted?

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

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

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

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

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

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

<u>Service agreements</u>: Agreements covered under the general category of a "service agreement" include:

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

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

<u>Purchase agreements</u>: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

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

# 5. When did the Ordinance become applicable?

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

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

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

# 7. What is a Responsibility Questionnaire?

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

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

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

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

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

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

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

# 11. How long will the Questionnaires be posted?

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

# 12. What happens during the 14 calendar-day posting period?

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

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

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

# 14. Are contract amendments subject to the CRO?

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

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

The CRO requires a contractor to:

 Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract...
  - When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
  - Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
  - Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

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

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

# 17. What about subcontractors?

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

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

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

# 19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

- (1) Agreements exempt from all the CRO requirements:
- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.
- (2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

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

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

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

# CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

# A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION	N				
City Department/Division Awarding Contract	City	Contact Person	Phone		
City Bid or Contract Number (if applicable) an	nd Project Title				
BIDDER/CONTRACTOR INFORMAT	TION				
Bidder/Proposer Business Name					
Street Address	City	State	Zip		
Contact Person, Title		Phone	Fax		
TYPE OF SUBMISSION:					
The Questionnaire being submitted is	s:				
☐ An initial submission of a complete	ed Questionnaire.				
☐ An update of a prior Questionnaire	e dated//				
<ul> <li>No change. I certify under penalty change to any of the responses si was submitted by the firm. Attach</li> </ul>	nce the last Responsibility Question	onnaire dated	t there has been no		
Print Name, Title	Signature	Date	e		

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:

	oration: Date incorporated:// State of incorporation:
	President:
	Vice President:
	Secretary:
	Treasurer:
=	
	ted Liability Company: Date of formation:// State of formation: members who own 5% or more of the company. Use Attachment A if more space is needed.
List	

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

considered as responsive to the invitation.

# C. OWNERSHIP AND NAME CHANGES Is your firm a subsidiary, parent, holding company, or affiliate of another firm? ☐ Yes 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 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

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

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

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

# D. FINANCIAL RESOURCES AND RESPONSIBILITY 5. 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. 6. Is your company in the process of, or in negotiations toward, being sold? ☐ Yes □ No If Yes, explain the circumstances on Attachment B. E. PERFORMANCE HISTORY 7. How many years has your firm been in business? 8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments? ☐ Yes □ No If, Yes, list on an 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. 9. 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 or proposing. 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. ☐ Check the box if you have not had any similar contracts in the last five years 10. 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. 11. 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. 12. 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.

# F. DISPUTES

		he following in your response: the name of the plaintiffs in each court case, the specific causes of each case; the date each case was filed; and the disposition/current status of each case.
	(a) Paym	nent to subcontractors?
	☐ Yes	□ No
	(b) Work	performance on a contract?
	☐ Yes	□ No
	(c) Empl	oyment-related litigation brought by an employee?
	☐ Yes	□ No
14	Does you	ur firm have any outstanding judgements pending against it?
	☐ Yes	□ No
	If Yes, ex	xplain on Attachment B the circumstances surrounding each instance.
15.	In the pa	st five years, has your firm been assessed liquidated damages on a contract?
	☐ Yes	□ No
		explain on Attachment B the circumstances surrounding each instance and identify all such the amount assessed and paid, and the name and address of the project owner.
G.	COMPL	IANCE
16.	assessed	st five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, dany penalties, or been found to have violated any laws, rules, or regulations enforced or ered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the ner" does not include owners of stock in your firm if your firm is a publicly traded corporation.
	□ Yes	□ No
		xplain on Attachment B the circumstances surrounding each instance, including the entity that was the dates of such instances, and the outcome.
17.	or any p	se is required to perform any services provided by your firm, in the past five years, has your firm, erson employed by your firm, been investigated, cited, assessed any penalties, subject to any ary action by a licensing agency, or found to have violated any licensing laws?
	☐ Yes	□ No
	If Yes, ex	xplain on Attachment B the circumstances surrounding each instance in the last five years.

13. 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

Print Name, Titl	е	Signature	Date
questions conta	enalty of perjury under t ined in this questionnaire full and complete answ	ATION UNDER PENALTY OF PERJUR the laws of the State of California that le e and the responses contained on all Ar rers to each question, and that all infor to the best of my knowledge and belief.	have read and understand the tachments. I further certify that
If Yes, expla	ain on Attachment B the	circumstances surrounding each instan	ce.
□ Yes □	□No		
bidding of government	a government contract contract, or the crime of	or any of its owners or officers been co t, the awarding of a government co of fraud, theft, embezzlement, perjury, who own stock in a publicly traded corp	ontract, the performance of a bribery? For this question, the
☐ Yes	□ No		
		firm been convicted or found liable in tation(s) to any governmental entity or p	
☐ Yes	□ No		
		vernmental entity or public utility allegeral misrepresentation(s)?	ed or determined that your firm
☐ Yes	□ No		
	ernmental entity or publi misrepresentation(s)?	c utility currently investigating your firm	for making (a) false claim(s) or
the term "fir owners of s	m" includes any owners stock in your firm if the	w, check <b>Yes</b> if the situation applies to s, partners, or officers in the firm. The firm is a publicly traded corporation. In the direct the circumstances surrounding e	term "owner" does not include f you check Yes to any of the
H. BUSINESS	INTEGRITY		
If Yes, expla	ain on Attachment B the	circumstances surrounding each instan	ce in the last five years.
□ Yes	□ No		
letter of wa substitution	arning by the City of L of a Minority-owned (ME	any of its owners, partners, or officers, os Angeles for failing to obtain authors), Women-owned (WBE), or Other (O	orization from the City for the

# ATTACHMENT A FOR SECTIONS A THROUGH C

ge		

# ATTACHMENT B FOR SECTIONS D THROUGH H

ges are needed. ge			

# ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 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 Contractors' 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.

# EQUAL BENEFITS ORDINANCE / FIRST SOURCE HIRING ORDINANCE

# SECTION E

# EQUAL BENEFITS ORDINANCE STATEMENT

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 Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a>, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first <a href="https://www.labavn.org">uploaded</a> onto the City's BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a> prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

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

# INSTRUCTIONS:

All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit
web application form located on the City of Los Angeles' Business Assistance Virtual
Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a>.

# LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE

## SECTION F

# LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 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). Additional information may be found at <a href="http://bca.lacity.org/index.cfm">http://bca.lacity.org/index.cfm</a>.

# **INSTRUCTIONS:**

Proposers who believe that they meet the qualifications for one 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 <a href="http://bca.lacity.org/index.cfm">http://bca.lacity.org/index.cfm</a>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.

# CITY OF LOS ANGELES LIVING WAGE ORDINANCE (Los Angeles Administrative Code Section 10.37 et seq.)

# 1. What is the Living Wage Ordinance?

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

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

# 2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

# 6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

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

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

Service agreements that are less than 3 months or \$25,000 or less.

- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS
  Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times
  the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does
  not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees <u>and</u> who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to <a href="mailto:bca.eeoe@lacity.org">bca.eeoe@lacity.org</a>, or go to the Office of Contract Compliance website at <a href="http://bca.lacity.org">http://bca.lacity.org</a>.

#### LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

- 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.
- Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
- 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 \$25,000 (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 <u>both</u> of the following:
    - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 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.
- The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13). No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. 501(c)(3) Non-profit organizations (LAAC 10.37.1(g)): Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 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 supersede 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 businesses 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 employees; and (2) has annual gross revenues of less than \$471,870 (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-26a) 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)). <u>REQUIRES COUNCIL APPROVAL</u>.

# **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.

CONTRAC	CTOR INFORMATION:
1. Company Name:	Phone Number:
2. Company Address:	
3. Are you a Subcontractor? ☐Yes ☐ No If YES, st	ate the name of your Prime Contractor:
4.Type of Service Provided:	
	RAGE INFORMATION:
	DING DEPARTMENTS OR CONTRACTORS
REQUEST FOR NON-COVERAGE DETERMINATION	
Per Section10.37.13 of the LWO, contractors request a determination of non-coverage on any ballowed by this article, including, but not limited to: recoverage, for failure to satisfy definition of "City finances assistance recipient", "public lease/license", or "sencontract".	asis which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, acial location, and work performed. OCC may request further
EXEMPT	ION INFORMATION:
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES TO SUPPORTING DOCUMENTATION LISTED ON THE RIGHT	HE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE
	AWARDING DEPARTMENTS ONLY
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinand should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTE	ED BY CONTRACTORS ONLY
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
Collective bargaining agreement with supersess language - (LAAC 10.37.12): Contractors who are party collective bargaining agreement (CBA) which contaspecific language indicating that the CBA will supersede LWO may receive an exemption as to the employed covered under the CBA.	to a marked OR the A letter from the union stating that the union has agreed to
Occupational license required - (LAAC 10.37.1(f)): Of the individual employees who are required to possess Occupational license to provide services to or for the City exempt.	an licenses to perform services to or for the City
By signing, the contractor certifies under penalty of perjury un support of this application is true and correct to the best of the	der the laws of the State of California that the information submitted in contractor's knowledge.
Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form
OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING A CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPROVED A	Date THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF PLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.  EPARTMENT USE ONLY:
Dept: Dept Contact:	Contract Phone: Contract #:
	C USE ONLY:
Approved / Not Approved – Reason:	
By OCC Analyst:	Date:

# 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 B	Y THE CONTRACTOR:
1. Company Name:	Phone Number:
2. Company Address:	
3. Are you a Subcontractor?   Yes   No If YES, state the na	ame of your Prime Contractor:
4.Type of Service Provided:	
EXEMPTION IP	NFORMATION:
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE THE SUPPORTING DOCUMENTATION LISTED ON THE RIGH	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<ul> <li>501(c)(3) Non-Profit Organizations:         <ul> <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> </li> <li>One-Person Contractors: Contractors that have no</li> </ul>	<ol> <li>ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>ANSWER the following questions:         <ul> <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> <li>D</li> </ul> </li> <li>Based on Question 2 above, is A less than C?         <ul> <li>YES</li> <li>NO</li> <li>If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> </ul> </li> <li>Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?         <ul> <li>YES</li> <li>NO</li> </ul> </li> <li>Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
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 declars under penalty of perjury under the laws of the State of Californ information provided on this form is true and correct to the best of my keep the basis indicated above. By signing below, I further agree that should the in salary structure, non-profit status, the hiring of employees, or any other reachange and comply with the LWO's wage and time off requirements.  Print Name of Person Completing This Form	cnowledge; and (3) the entity qualifies for exemption from the LWO or entity listed above cease to qualify for an exemption because of a change
Title Phone #	Date
ANY APPROVAL OF THIS <u>APPLICATION EXEMPTS ONLY THE LISTED</u> THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE	CONTRACTOR FROM THE LWO <u>DURING THE PERFORMANCE OF</u> S CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT INDIVIDUAL SUBCONTRACTOR.
AWARDING DEPART	MENT USE ONLY:
Dept: Dept Contact:	Contact Phone: Contract #:
Approved / Not Approved – Reason:	
By Analyst:	Date:

# **LWO - OCC SMALL BUSINESS EXEMPTION APPLICATION**

EXEMPTION THAT REQUIRES OCC APPROVAL

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements.

INCOMPLETE SUBMISSIONS WILL BE RETURNED.

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

	TO BE FILLE	D OUT BY THE CONTRACTOR:	
1. Company Name	9:	Phone Number:	
2, Company Addre	355:		
3. Are you a Subco	ontractor? Yes No If YES, state	the name of your Prime Contractor:	
4. STATE the total	I number of businesses you have (inside	e and outside the City of Los Angeles premises):	
5. STATE the total	number of businesses you have inside	the City of Los Angeles premises only:	
		: BUSINESS INFORMATION	
CHECK OFF ONE	BOX IN PART A THAT BEST DESCRIB	ES YOUR BUSINESS AND ATTACH DOCUMENTAT	ION LISTED IN PART B:
	PARTA	PART B: SUPPORTING DOCUMENTATION R	EQUIRED
I am a lessee o operation as a bus	r licensee beginning my first year of iness.	None Required.	
operation on City p gross annual rever	sinesses, but this is my first year of premises. Effective July 1, 2016, my nues for all of my businesses are less the 2015 calendar year.	ATTACH 2015 IRS Tax Returns listing gross rever business(es).	nues for ALL of your
I have (a) busin effective July 1, 20	ess(es) on City premises, and 16, my gross annual revenues from all n City premises are less than \$497,363	ATTACH 2015 IRS Tax Returns listing gross rever business(es) ON CITY PREMISES.	nues for ALL of your
	U DID NOT check off ANY boxes in PAR	RT A, your company IS NOT ELIBIGLE FOR AN EXE boxes in PART A, continue to Section II.	EMPTION,
		: EMPLOYEE INFORMATION	
CHECK OFF ANY B	OX(ES) IN PART C THAT BEST DESCRI	BE YOUR BUSINESS AND ATTACH DOCUMENTATION	ON LISTED IN PART D
Officer of France	PART C	PART D:	ON LICILO IN I PART D.
		SUPPORTING DOCUMENTATION RE	
company (inside Al premises).  My company's v	) employees or LESS in the entire ND outside the City of Los Angeles workforce worked an average of no ours per month for at least three- idar year.	Submit a completed Employee Worksheet for Sma (Form OCC/LW-26B). Information on the Employer subsequently require verification through payroll re OR Payrolls for the nine (9) months you would like to h	e Worksheet may cords.
If you check	DID NOT check off ANY boxes in PAR ked off ANY box in PART C, ATTACH s	TC, your company IS NOT ELIGIBLE FOR AN EXE upporting documentation, SIGN, AND SUBMIT EXE	MPTION FORM.
	tractor certifies under penalty of perjury ication is true and correct to the best of	under the laws of the State of California that the info the contractor's knowledge.	mation submitted in
Print Name of Per	son Completing This Form	Signature of Person Completing This Fo	m
Title	Phone #	Date	
THIS CONTRACT . A	SUBCONTRACTOR PERFORMING WORK APPROVED A SEPARATE EXEMPTION FOR	LISTED CONTRACTOR FROM THE LWO DURING THE IS ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OR THE INDIVIDUAL SUBCONTRACTOR.	PERFORMANCE OF FFICE OF CONTRACT
		DEPARTMENT USE ONLY:	
Dept:	Dept Contact:	Contact Phone: Con	ntract #:
		OCC USE ONLY:	
Approved / Not Appr	roved Reason:		
By OCC Analyst:		Date:	

# **LWO - OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET**

EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID

company, and the number 1. Company Name:	2100000	91391172			200			the second secon	Phone:				
2. Company Address:												16	
3. Enter # of Hours worked:					T		URS WOF					1	
EMPLOYEE NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
	-				-							177	0.00
	+			-	-	-	-		-		0	-	0.00
		-	-	-	-								0.00
				-	-		-	-			-	-	0.00
	-			1		-					-	+	0.00
								1				-	0.00
						-							0.00
				100									0.00
			-						2				0.00
		10000							-			-	0.00
													0.00
	1 11 11					1							0.00
4. TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Check each box indicating		0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 0.00
which nine (9) months you would like be reviewed:													
6a. TOTAL HOURS for the nir	ne (9) mont	hs selecte	d in 5 abo	ve:		b. DIVIDE	6a by 9:		6c. l	s 6b less	than 1,214	? YES	S 🗌 NO
7. If 6c is NO, then this contra	ect IS NOT	ELIGIBLE	FOR AN	EXEMPT	ON. If	6c is YES,	SIGN and	ATTACH	this form	to LW-26/	۸.		-
I certify under penalty of perjury to I understand that the submission	hat the infor of false info	mation here	ein is true a y lead to th	nd correct to e revocation	o the best on of any app	of my knowl proved exe	edge. I will mption.	provide furt	her docume	entation and	d proof upo	n request.	
Print Name of Person Completin	ng this Form						Sig	nature of P	erson Com	pleting this	Form		
Title	Phone #		-0-5				De						

RFP EXHIBIT D

SUBCONTRACTOR.

# CITY OF LOS ANGELES

# Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

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

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 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 \$25,000.00 and for at least three 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 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 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.

Living Wage Ordinance Summary (Rev. 08/12)

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

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

- Earn less than \$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 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, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to <a href="mailto:bca.eeoe@lacitv.org">bca.eeoe@lacitv.org</a>, or go to the Office of Contract Compliance website at <a href="http://bca.lacitv.org">http://bca.lacitv.org</a>.

### BUSINESS INCLUSION PROGRAM

### SECTION G

### **BUSINESS INCLUSION PROGRAM**

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

### INSTRUCTIONS:

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

### CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

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

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

The Recreation and Parks anticipated levels of

MBE Participation:	18%
WBE Participation:	4%
SBE Participation:	25%
EBE Participation:	8%
DVBE Participation:	3%

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

### CITY OF LOS ANGELES' POLICY BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

### 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 an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

### A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority 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 Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority 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.

### B. DEFINITIONS

- 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 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
  - A business whose management and daily business operations are controlled by one or more minority persons or women.
- 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, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
  - A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.

- 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 revenues does not exceed \$3.5 million.
- 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 business that is at least 51 percent owned by one or more disabled veterans.
  - A business whose daily business operations must be managed and controlled by one or more disabled veterans.
- 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).
- 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 10% or more; and the veteran must reside in California.
- Certification must be current on the date the Awarding Authority awards a
   contract for the project if credit is to be allowed towards the anticipated levels
   of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; 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:

City of Los Angeles
 Bureau of Contract Administration, Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015

Telephone: (213) 847-2684 FAX: (213) 847-2777 Internet address: http://www.lacity.org/BCA

2) CalTrans

Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit 1900 Royal Oaks Drive, Sacramento, CA 95815
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, CA 90012
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, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: http://www.scmbdc.org

- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
- 9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit 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.

- 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.
- 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.
- 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.
- 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.
- 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 Awarding Authority awards a contract for the project 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 a consideration 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.
  - Recognition for materials and/or supplies is limited to 60 percent 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 qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

### C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP 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 (http://www.lacity.org) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP 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 Awarding Authority 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:

- Email BAVN Support at support@labavn.org.
- Email the Contract Coordinator listed in the RFP.
- 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 Contract Coordinator listed in the RFP.

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

Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) 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 LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION

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 Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

### 2 ATTENDED PRE-BID MEETING

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 12 months.

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 RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

### 3 SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS

The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

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

### 4 WRITTEN NOTICES TO SUBCONSULTANTS

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15)** calendar days prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting 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. Letters must contain areas of work anticipated to be subconsulted, 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.

# 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 RFP 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 RFP 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 RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

### PLANS, SPECIFICATIONS AND REQUIREMENTS

The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected 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 RFPs, making a copy of the RFP available to potential subconsultants 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 RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

### 6 NEGOTIATED IN GOOD FAITH

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 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 potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to

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the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

### Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- 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 RFP 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 RFP response being deemed non-responsive.

Note: 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 RFP 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 RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP 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

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, and 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 RFP 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 RFP submission deadline.

The proposer shall <u>submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator.</u> 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 RFP 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 MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the 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 subconsultants, the following shall apply for the purpose of this program:

Substitution During Contract Duration: The contract award requires that the level
of all subconsultant participation shall be maintained throughout the duration of
the contract. To this extent, any unapproved reduction in the listed subcontract
amount will be considered an unauthorized substitution.

- The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) 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 subconsultant and the name of the replacement.
- MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) 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 subbid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    - Name of company contacted; contact person and telephone number; date and time of contact.
    - 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 fore each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - 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:
    - The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
    - The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
    - The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

### 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

MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting the Monthly Remittance Advice to the City.

Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) 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 contract.

### 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.

### SCHEDULE A

### CITY OF LOS ANGELES MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

normal design		4.4.4					
Proposer		Addres	Address				
Contact Person		Phone/	Phone/Fax				
	LIST OF ALL SUB-	CONSULTAN	ERVICE PROVIDE	ERS/SUPPLIER	RS/ETC.)		
NAME, ADDRESS, TEL SUBCONSUI	EPHONE NO. OF TANT	DESCRI	N OF WORK OR PPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT	
PERCENTAGE OF M	BE/WBE/SBE/EBE/D' TICIPATION	VBE/OBE					
	DOLLARS	PERCENT		Signature of Person Completing this Form			
TOTAL MBE AMOUNT	\$	%	3			or m	
TOTAL WBE AMOUNT	s	%					
TOTAL SBE AMOUNT	5	%	Pri	Printed Name of Person Completing this Form		s Form	
TOTAL EBE AMOUNT	s	%			201 201 5 22 13 ° 27		
TOTAL DVBE AMOUNT	s	%					
TOTAL OBE AMOUNT	s	%		Title	Da	ute -	
BASE BID AMOUNT	s						

MUST BE SUBMITTED WITH PROPOSAL SCHEDULE B CITY OF LOS ANGELES

### MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title				Contract No.		
Consultant		Address				
Contact Person		Phone/Fax				
CONTRACT AMOUNT (INCLUDING AMENDMENTS)		THIS INVOI	THIS INVOICE AMOUNT		ATE AMOUNT S INVOICE)	
	MBE/WBE/SI	BE/EBE/DVBE/OBE SU	BCONTRACTORS (LIS	ST ALL SUBS)		
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)		SCHEDULED PARTICIPATION TO DATE	
					+	
CURRENT PERCENTAGE PARTIC	E OF MBE/WBE/S		Signature of Person C	ompleting this Form:		
	DOLLARS PERCENT		10			
TOTAL MBE PARTICIPATION	S		% Printed Name of Person	Printed Name of Person Completing this Form:		
TOTAL WBE PARTICIPATION	S		%a			
TOTAL SBE PARTICIPATION	S		%			
TOTAL EBE PARTICIPATON	s		% Title:		Date:	
TOTAL DVBE PARTICIPATION	s		%			
TOTAL OBE PARTICIPATION	S		/•			

### SCHEDULE C CITY OF LOS ANGELES FINAL SUBCONTRACTING REPORT

Project Title						C	ontract	t No.	
Company Name			Address						
Contact Person					Phone				
	, Telephone No. o Listed on Schedu		Description of V Supply	vork or	MBE/WBE/ SBE/EBE/ DVBE/OBE	Origina Valu Subco	l Dollar ie of ntract	Va	al Dollar due of ontract*
If the actual dollar	r value differs fi	rom the ori	oinal dollar va	lue, expla	in the diffe	rences and	oive de	etails.	
	Total Dollars	Achieved Levels				Total Dolla		Achieved Levels	Pledge
MBE Participation				WBE P	articipation	7 - 1			
SBE Participation				EBE Pa	articipation				
SDE I al ticipation				opp.p	rticipation				

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SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

### MUNICIPAL LOBBYING ORDINANCE (MLO)

### SECTION H

### MUNICIPAL LOBBYING ORDINANCE (MLO)

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) 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. A copy of the ordinance can be found at:

http://ethics.lacity.org/pdf/laws/law\_mlo.pdf

### INSTRUCTIONS:

 All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.



City Ethics Commission 200 N Spring Street City Hali — 24th Floor Los Angeles, CA 90012 Mall 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.

Bid/Contract/BAVN Number:	Awarding Authority (De	partment):
Name of Bidder:		Phone;
Address:		
Email:		
CERTIFICATION	~	
certify the following on my own	behalf or on behalf of the en	tity 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.
in Los Angeles Administ  4. A public lease or license Angeles Administrative e a. I provide services on subcontractors, and i. Are provided on p ii. Could be provided iii. Further the propri b. I am not eligible for e Angeles Administrative	rative Code § 10.40.1(h); or of City property where both of Code § 10.37.1(l): the City property through emphase services: remises that are visited frequal by City employees if the award interests of the City, as exemption from the City's living the Code § 10.37.1(l)(b).	nomic development or job growth, as further described of the following apply, as further described in Los ployees, sublessees, sublicensees, contractors, or ently by substantial numbers of the public; or arding authority had the resources; or determined in writing by the awarding authority. g wage ordinance, as eligibility is described in Los
2. For financial assistance	intracts—a value of more that	n \$25,000 and a term of at least three months; \$100,000 and a term of any duration; or
		equirements and prohibitions established in the Los bbying entity under Los Angeles Municipal Code §
certify under penalty of perjury nformation in this form is true a	under the laws of the City of nd complete.	Los Angeles and the state of California that the
Date:	Signature: _	
	Name:	

### Los Angeles Administrative Code § 10.40.1

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

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

### Los Angeles Administrative Code 5 10.37.1

- (I) "Public lease or license".
  - (a) Except as provided in (I)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
    - (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
    - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
    - (3) The DAA has determined in writing that coverage would further the proprletary 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.

## PROHIBITED CONTRIBUTORS - CEC FORM 55

### SECTION I

### PROHIBITED CONTRIBUTORS - CEC FORM 55

The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth \$100,000 or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to do \$100,000 worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B)

### INSTRUCTIONS:

- All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- All of proposer's subcontractors who are projected to do \$100,000 worth of work or more must be included on CEC Form 55 (Schedule B).



Ethics Commission 200 N Spring Street City Hail — 24th Floor Los Angeles, CA 90012 (213) 978-1980 ethics.lacity.org

### Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission. Original filing Amended filing (original signed on \_\_\_\_\_\_; last amendment signed on \_\_\_\_\_\_; Reference Number (bid or contract number, if applicable): Date Bid Submitted: Description of Contract (title of RFP and services to be provided): City Department Awarding the Contract: BIDDER INFORMATION Name: Address: Phone: Email: SCHEDULE SUMMARY Please complete all three of the following: SCHEDULE A — Bidder's Principals (check one) The bidder is the individual listed above and has no other principals (Schedule A is not required). The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages. 2. SCHEDULE B - Subcontractors and Their Principals (check one) The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required). The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages. 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): BIDDER'S CERTIFICATION I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and

Date:

is true and complete to the best of my knowledge and belief.

restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the Information provided on this form and the attached pages

Name:



Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 976-1960 ethics.lacity.org

### Prohibited Contributors (Bidders) Form 55

### SCHEDULE A - BIDDER'S PRINCIPALS

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

☐ Check thi	s box if additional Schedule A pages are attached.	
Name:	Title:	
Name:	Title:	
Varne:	Title:	
Address:		
lame:	Title:	
lame:	Title:	
Address:		
ame:	Title:	
ame:	Title:	
Address:		
ame:	Title:	
lame:	Title:	
Address:		
lame;	Title:	
Address:		
lame:	Title:	



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

### Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRAC	
Please identify all subcontractors whose Schedule B pages are required for each to	subcontracts are worth \$100,000 or more. Separate subcontractor who meets that threshold.
Subcontractor:	
Address:	
Check one of the following:	
☐ The subcontractor listed above is an in	dividual and has no other principals.
titles are identified below (attach additi contractor's board chair, president, chi who serve in the functional equivalent individuals who hold an ownership inte employees of the subcontractor who a subcontractor before the City.	idividual or an entity and has principals, and their names and onal sheets if necessary). Principals include a sub- ef executive officer, chief operating officer, and individuals of one or more of those positions. Principals also include the rest in the subcontractor of at least 20 percent and re authorized by the bid or proposal to represent the
	additional Schedule B pages are attached.
	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	

# FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION

### SECTION I

### FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION

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

### INSTRUCTIONS:

a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <a href="http://www.irs.gov/Forms-&-Pubs">http://www.irs.gov/Forms-&-Pubs</a>.

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

### SECTION K

### IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

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

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at <a href="https://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx">www.dgs.ca.gov/pd/Resources/PDLegislation.aspx</a>.

### INSTRUCTIONS:

 All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.

### 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 into 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:

- 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 construct or 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 50 U.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 (BRTC) 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 DSG list of persons engaged in investment activities in Iran.

ncial Institution (printed)	BTRC (or n/a)	
gnature)		
tle of Person Signing		
City Approval (Signature)	(Print Name)	
	inature) Ile of Person Signing	inature) Ile of Person Signing

### **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.

Vendor Name/Fin	ancial Institution (printed)	BTRC (or n/a)	
By (Authorized Si	gnature)		
Print Name and T	itle of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)	



### SECTION II

Compliance Documents to be Submitted by Selected Proposer

# AMERICAN WITH DISABILITIES ACT CERTIFICATION

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

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

- 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.
- The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
- 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 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 AUTHORI	IZED REPRESENTATIVE
SIGNATURE	DATE

### BUSINESS TAX REGISTRATION CERTIFICATE

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

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority: Article 1, Chapter 2, Section 21.00 et seq LAMC)
Company Name:
Enter your current Business Tax Registration or Vendor Registration Number:
Old format:
New format:
State effective dates here:to
explanation for the exemption and the exemption number.  Exemption Number:
Explanation:

BTRC Rev. 04/07

# CHILD SUPPORT OBLIGATIONS

### City of Los Angeles CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

e undersigned hereby agrees that	The state of the s
	Name of Business
<ol> <li>Fully comply with all applicable St requirements for it employees.</li> </ol>	ate and Federal employment reporting
	all lawfully served Wage and Earnings Assignment.
	of the business are in compliance with any orders and Notices of Assignment applicab
	ain such compliance throughout the term of
	esentation of fact upon which reliance was not this transaction.
6. The undersigned shall require that	the language of this Certification be included the contractors shall certify and disclose
To the best of my knowledge, I declar frue and was executed at:	e under penalty of perjury that the foregoin
Irue and was executed at:	e under penalty of perjury that the foregoin
Irue and was executed at:	
Irue and was executed at:	ly/County/State
Irue and was executed at:	ly/County/Stats Date

# CRO PLEDGE OF COMPLIANCE

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

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; 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, 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. 5/07/2014)

# LOS ANGELES RESIDENCE INFORMATION

### 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 businesses taxes they remit. The City Council, January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

anization:				
200	rate or Main Office			
	Number of Employe			
Percen	tage of the Proposer	r's Total Workfo	orce Employed wit	hin the City Of Los Angel
_	; Pe	ercentage Residi	ng in the City:	
	s of any Branch Of yed in each Los An		thin the City of Lo	s Angeles and Total Num
-			_	
			_	
			7	
Percent	age of the Workfor	ce m each Los A	ingeles Branch Off	fice that is Employed with
the City	/:	Percent	age Residing in the	City:

### LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE

### LWO - SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

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

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

### THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

### THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

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

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

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

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

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

	TO BE FILLE	D OUT BY THE SUBCONTRACTOR:
1. Company Name:		Company Phone Number:
2. Company Addres	s:	
3. Type of Service F	rovided by Subcontractor to	Prime:
		Colored Color Bates 1 1 Est Bates 1 1
4. Amount of Subco		Subcontract Start Date:/_ End Date:/_/ ertifies that it will comply with all applicable provisions of the SCWRO, LWO, and their
		nts or revisions to the Ordinances and Regulations.
Print Name of Person	Completing This Form	Signature of Person Completing This Form
Title	Phone #	Date

### LWO - EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2016 a wage of at least \$11.27 per hour with health benefits of \$1.25 per hour, or \$12.52 per hour without health benefits (to be adjusted annually on July 1) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

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

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

	TO BE FILLE	O OUT BY THE CONTRACTOR:
1. Company Nan	ne:	Email Address:
2. STATE the nu	mber of employees working ON THIS	S CITY CONTRACT:
	py of your company's 1 stPAYROLL	FM ( ) : [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [
		ch employees are working ON THIS CITY CONTRACT.
	e health benefits (such as medical, d oyees? ☐ Yes ☐ No	ental, vision, mental health, and disability insurance)
If YES, ST	ATE how much, if any, employees p	ay for co-premiums: \$
CONTRACT TER	RMINATION	received the City of Los Angeles, itoring the Living Wage Ordinance.
Print Name of P	erson Completing This Form	Signature of Person Completing This Form
Title	Phone #	Date
	AWARDING	DEPARTMENT USE ONLY:
Dept:	Dept Contact:	Contact Phone:Contract #:

### **LWO - SUBCONTRACTOR INFORMATION FORM**

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFO		ON	Di	View Com		
Company Name: Contact Person:  Do you have subcontractors working on this City contract?Yes N  If NO, This form is now complete SIGN THE BOTTOM OF PAGE 2 AN  If YES, a) STATE the number of your subcontractors ON THIS CITY CC  b) Fill in PART A for EACH subcontractor in Section II, continue to	ND SUB	T:	HE AW		DEPART	
SECTION II: SUBCONTRACTOR IN	FORMA	TION				
			PA	RTB		
PART A	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	501 (c)(3)	One- Person Contractor <sup>2</sup>	CBA3	Occupational License	V Small Business <sup>5</sup>	Oov, entity <sup>6</sup>
1. Subcontractor Name:  2. Contact Person:  3. Address:  4. Purpose of Subcontract:  5. Amount of Subcontract:  6. Term: Start Date / / End Date / /  7. Does the subcontract exceed \$25,000?  Yes No  8. Is the length of the subcontract at least three (3) months? Yes No						
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.						
1. Subcontractor Name:  2. Contact Person:  3. Address:  4. Purpose of Subcontract:  5. Amount of Subcontract:  6. Term: Start Date  7. Does the subcontract exceed \$25,000?  Yes No  8. Is the length of the subcontract at least three (3) months? Yes No						
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO, Continue to fill in Part A for additional subs below.						
1. Subcontractor Name:  2. Contact Person:  3. Address:  4. Purpose of Subcontract:  5. Amount of Subcontract:  6. Term: Start Date  7. Does the subcontract exceed \$25,000?  Yes No  8. Is the length of the subcontract at least three (3) months? Yes No						
If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.						

SECTION II: SUBCONTRA	CTOR INFORMA	TION (c	ontinued	)			
		PART B					
PART A		CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					NTINUE
		501 (c)(3)	One- Person Contractor <sup>2</sup>	CBA3	Occupational License	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name:							
2. Contact Person: Phone #:							
3. Address:			An in				
4. Purpose of Subcontract:				-			
5. Amount of Subcontract: \$	1						
7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract at least three (3) months?	☐ Yes ☐ No						
If you checked off YES for Questions 7 AND 8, this subcontra							
TO THE LWO. Continue onto Part B.	ot io ooboco i						
If you checked off NO for any questions 7 OR 8, this subo	contract is NOT	- 4					
SUBJECT TO THE LWO. Continue to fill in Part A for addition							
1. Subcontractor Name:					1		
1. Subcontractor Name: Phone #:			1				
3. Address:							
Purpose of Subcontract:     Amount of Subcontract:							
6. Term: Start Date / / End Date /	1			)			
7. Does the subcontract exceed \$25,000? Yes No 8, is the length of the subcontract at least three (3) months?	□ Yes □ No						
If you checked off YES for Questions 7 AND 8, this subcontra							
TO THE LWO. Continue onto Part B.  If you checked off NO for any questions 7 OR 8, this subd	contract is NOT						
SUBJECT TO THE LWO.							
SECTION III: SUBCONTRACTS SUBJECT TO T							
<ol> <li>If you checked off any boxes in Part B, your Subcontractor( Review the exemptions below, and have your subcontractor Continue to Section V, and submit this form and all supporting</li> </ol>	r fill out the form in	the cor	respondin	g right-h	and colum	nn.	4
If you did NOT check any boxes in Part B or your subs DO							
EXEMPTION					ION REQ		
One-person contractors, lessee, licensee	LW 13 - Depart						
501(c)(3) non-profit organization	http://bca.lacity.org/l			body=div_c	occ Iwo form	is.cfm	
Occupational license required Collective bargaining agreement w/supersession language	LW 10 - OCC E	ndex.cfm?	nxt=ee&nxt	body=div	occ Iwo form	s.cim	
Small Business	http://bca.lacity.org/index.cfm?nxt=ee&ruxt_body=div_occ_lwo_forms.cfm  LW 26 - Small Business Exemption Form (English & Spanish)			)			
0	http://bca.lacity.org/l	ndex.cfm?	nxt=ee&nxt	body=div o	occ two form	s.cim	
Governmental Entity SECTION IV: SUBCONTRACTS SUBJECT TO	NONE REQUIR		IGIRI E E	OP EXI	MPTION	(2)	_
Please have EACH of your Subcontractors that ARE SUBJECT							-18
ONLY to the Awarding Department (and supporting documentation							10
Employee Information Form	LW 6 - http://bca.l						
Subcontractor Information Form     Subcontractor Declaration of Compliance Form (retain)	LW 18 - http://bca.lu LW 5 - http://bca.lu						
	V: SIGNATURE		dex.cm/mat	-esount D	DOY-DIV OCC	IWO TOTINS.C	UII)
I understand that the Subcontractor Information provided herein is Compliance for the purpose of monitoring the Living Wage Ordin	confidential and v		ed by the (	City of Lo	s Angeles	Office of (	Contract
Print Name of Person Completing This Form	Signature	of Perso	on Comple	ting This	Form		
Title Phone #	Date						
	PARTMENT USE	ONLY:					
Dept: Dept Contact:	Contact Pho	one:			Contract	#:	

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

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

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

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

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

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

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

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

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

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

# SLAVERY DISCLOSRE AFFIDAVIT

### SECTION R

### SLAVERY DISCLOSURE ORDINANCE

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

All Proposers shall complete and electronically sign the Slavery Disclosure Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at <a href="https://www.labavn.org">www.labavn.org</a> prior to award of a City contract.

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <a href="https://www.bca.lacity.org">www.bca.lacity.org</a>.

### PROFESSIONAL SERVICES CONTRACT

Contractor: NAME OF AWARDED PROPOSER/CONTRACTOR

To continue the development and implementation of a golf program directed at youth, family and seniors, including golf class development in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist the Department of Recreation and Parks (RAP) in expanding the program developed at the Tregnan Golf Academy to other golf facilities throughout the City of Los Angeles.

Contract Number:		
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### PROFESSIONAL SERVICES CONTRACT

### Between

### THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

And

NAME OF CONTRACTOR

For

### DIRECTOR OF INSTRUCTION

THIS CONTRACT is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_\_, 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and NAME OF CONTRACTOR, a (TYPE OF BUSINESS ENTITY) (hereinafter referred to as CONTRACTOR).

WHEREAS, on December xx, 2016, the Board of Recreation and Park Commissioners approved the release of a Request for Proposal (RFP) to select a contractor to provide professional golf instruction and continue the development and implementation of a golf program directed at youth, family and seniors at Tregnan Golf Academy (TGA) Board Report No. 16-xxx); and,

WHEREAS, CITY lacks the necessary staff possessing sufficient knowledge, expertise, and experience to provide professional golf instruction to youth, family and seniors, organizing of golf classes and clinics, planning special events including the development of tournament schedules, and assisting with securing sponsorship and partnership opportunities; and,

WHEREAS, CONTRACTOR has the necessary qualifications, knowledge, expertise, and experience needed to perform the above mentioned duties; and,

WHEREAS, BOARD has determined that CONTRACTOR is capable of providing such services in accordance with the terms and conditions of this Professional Services Contract (CONTRACT); and,

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

### SECTION 1. DEFINITIONS

For the purpose of this CONTRACT, the following words and phrases are defined and shall be construed as hereinafter set forth:

CONTRACT: This Professional Services Contract consisting

of ten (10) pages and four (4) incorporated

documents (A-D) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, a municipal

corporation, acting by and through its Board of

Recreation and Park Commissioners

CONTRACTOR: NAME OF CONTRACTOR

FACILITY: Tregnan Golf Academy (TGA) and other CITY

owned golf courses

GENERAL MANAGER: General Manager of RAP or that person's

authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review at the discretion of the

BOARD

PROPOSAL PROPOSAL submitted by CONTRACTOR on

MONTH XX, 20XX, in response to the Request

for Proposal released MONTH XX, 2016.

RAP The Department of Recreation and Parks

### SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this CONTRACT, CITY hereby grants to CONTRACTOR the right and obligation to provide director of instruction service, professional golf instruction, and to continue the development and implementation of a golf program directed at youth, family and seniors, including the development of golf class curriculums for these groups in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist RAP with expanding the program, developed at TGA and other golf courses throughout the City Golf Course System.

### SECTION 3. TERM OF CONTRACT

The term of this CONTRACT shall be from July 1, 2017 to June 30, 2018, with two (2) one (1) year options to extend, at the sole discretion of RAP's General Manager, or designee; subject to early termination by RAP, as provided in Exhibit A – The Standard Provisions for City Contracts (Rev. 03/09). Performance may not begin until CONTRACTOR has obtained from the CITY approval of insurance required herein (Exhibit D).

Should RAP exercise the first option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that first option prior to March 31, 2018.

Should RAP exercise the second option to extend the CONTRACT, RAP shall notify CONTRACTOR, in writing, of RAP'S exercise of that second option prior to March 31, 2019.

Neither the CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke or renew the CONTRACT.

### SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

A. The representatives of the respective parties authorized to administer this CONTRACT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks Attn: Golf Manager, or designee Golf Division Headquarters 3900 West Chevy Chase Drive Los Angeles, CA 90039

The representative of the CONTRACTOR shall be:

NAME OF CONTRACTOR XXXX SOMEWHERE ST. CITY, CA 91xxx

B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt. C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

### SECTION 5. DUTIES AND RESPONSIBILITIES

- A. Contractor Duties and Responsibilities Under the guidance and direction of the Golf Manager or designee, the Contractor shall:
  - Work a minimum twenty (20) hours per week, and no more than two thousand (2,000) hours per year, to head the continued development and implementation of the youth, family and senior golf instruction program (Program).
  - Develop and implement, golf curriculum and instruction for participants with varied ability levels and special needs (learning disabilities, physical handicaps, etc.), in accordance with PGA guidelines, including but not limited to:
    - Golf playing rules, etiquette, and safety regulations.
    - Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, oncourse play, teeing, playing strategy, and scoring.
    - c. Preparation for tournament and advanced play.
  - Provide professional golf instruction and spend at least half (50%) of the total number of hours on direct instruction (group classes) activities.
  - No discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
  - Assist with managing Program operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
  - Implement golf class programs, including supervising the implementation of curriculum by RAP employed instructors.
  - Assist with selection and training of RAP employed instructors for youth, family and seniors golf instruction.

- 8. Expand the current Program developed for TGA to other City golf facilities.
- Organize golf tournaments and special events for participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
- Assist with securing and developing partnership opportunities with the private sector.
- Represent the Program at various community or professional events, meetings or seminars, at the discretion of the Golf Manager or designee.
- Maintain professionalism. CONTRACTOR while on or about the premises and during promotion of the program away from the FACILTY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
- Work within designated hours of operation, unless directed otherwise by the Golf Manager or designee.
- Provide advance notice of a minimum of forty-eight (48) hours to the Golf Manager or designee and obtain written approval before taking unpaid time-off or working less than twenty (20) hours per week.
- 15. Submit invoices for payment on a bi-weekly basis for hours worked to the Golf Manager or designee. Contractor shall not work and invoice for more than eighty (80) hours on a bi-weekly basis. Working in excess of 40 hours per week is not permitted without prior approval of the Golf Manager or designee. "Banking" of hours is not allowed.
- Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit D).
- 17. Make no representation that CONTRACTOR is an employee of the City. Contractor must have Golf Manager or designee review printed materials relating to the program, including business cards, and obtain approval before producing the printed material.
- 18. Undergo background check and fingerprinting. RAP shall have the right to approve or disapprove a CONTRACTOR. CONTRACTOR shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on CONTRACTOR prior to

execution and during term. Failure to comply with this standard shall be a material breach of this CONTRACT and CONTRACTOR shall immediately vacate the PREMISES at RAP's instruction.

19. Provide documentation to confirm freedom from communicable Tuberculosis. CONTRACTORS in connection with a park or golf course used for recreational purposes in a position requiring contact with children, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, shall provide the RAP with a certificate indicating freedom from communicable tuberculosis.

### B. Professional Qualifications and Experience

Contractor shall obtain and/or maintain Class "A" PGA status during the term of the contract and submit a copy of the most current certificate to the Golf Manager or designee upon request. Contractor shall, at Contractor's expense, attend PGA required continuing education classes to maintain the Class "A" PGA status.

### SECTION 6. PAYMENT AND INVOICING

### A. Payment

- Contractor shall provide the work product as described Section 5.A. -Contractor Duties and Responsibilities, as well as meet the PROPOSAL commitments.
- Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City.
- City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$75,000) per contract year for complete and satisfactory performance of the terms of this CONTRACT, as well as fulfillment of those commitments made in Contractor's PROPOSAL, attached hereto as Exhibit C and made a part hereof.
- City shall pay Contractor an amount not to exceed (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$3,000) every two weeks for services provided.
- City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the first year of the CONTRACT. Should RAP exercise the first option to extend the CONTRACT for one year, City shall pay Contractor the rate of

(AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the second year of the CONTRACT. Should RAP exercise the second option to extend the CONTRACT for one year, City shall pay Contractor the rate of (AMOUNT INSERTED FROM AWARDED PROPOSAL – NOT TO EXCEED \$37.50) per hour during the third year of the CONTRACT.

### B. Invoicing

Invoices shall be submitted to:

Department of Recreation and Parks Attention: Golf Manager, or designee Golf Division Headquarters 3900 West Chevy Chase Drive Los Angeles, CA 90039

- To ensure that services provided under personal services contracts are measured against services as detailed in the CONTRACT, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
  - Contractor shall submit biweekly invoices, that at a minimum, contain the following information:
    - Name and address of Contractor
    - b. Name and address of City department being billed
    - c. Date of invoice and period covered
    - d. CONTRACT number
    - Description of completed task/project and amount due for task/project, including:
      - Name of personnel working on task
      - Hours spent on task and timesheet supporting charges (if applicable)
      - Rate per hour and total due
    - f. Certification by the Golf Manager or designee
    - g. Discount and terms (if applicable)
    - h. Remittance address (if different from company address)

- 4. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, and biweekly, and shall be payable to the Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City's representative. Payment on invoices submitted during the City's fiscal year end will require additional time to process and may be delayed up to eight (8) weeks.
- 5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- "Banking" of hours worked for future redemption invoicing is prohibited.
- 7. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

### SECTION 7. AMENDMENT TO CONTRACT

Any changes in the terms of this CONTRACT, including changes in the services to be performed, extension of the term, and any increase or decrease in pricing, shall be incorporated into this CONTRACT by a written amendment properly executed by both parties.

### SECTION 8. OWNERSHIP

A. CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analysis, studies, drawing, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by CONTRACTOR pursuant to the terms of this CONTRACT, are "Works Made for Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective

interests and rights in such property to the CITY.

- B. All documents and records (hereinafter collectively referred to as "documents") provided by CITY to CONTRACTOR shall remain the property of CITY and must be returned to CITY upon termination of this CONTRACT or at the request of CITY.
- C. The provisions of this section survive termination of this CONTRACT.

### SECTION 9. STANDARD PROVISIONS FOR CITY CONTRACTS

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Exhibit A and made a part hereof.

### SECTION 10. INCORPORATION OF DOCUMENTS

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

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

Exhibit B - Golf Youth Instructor Request for Proposals (CON 16-XXX)

Exhibit C - Proposal submitted by NAME OF CONTRACTOR

Exhibit D - Insurance Requirements and Instructions

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

(Signature Page to Follow)

THIS SAMPLE CONTRACT DOES NOT CONTAIN FINAL EXHIBITS OR A SIGNATURE PAGE REQUIRED FOR EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this CONTRACT.

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

	Date:	
President		
	Date:	
Secretary		
OF CONTRACTOR, a (TYPE OF E	BUSINESS ENTITY)	
NAME OF CONTRACTOR	Date:	
OVED AS TO FORM: FEUER, City Attorney		
	Secretary  OF CONTRACTOR, a (TYPE OF E  NAME OF CONTRACTOR  OVED AS TO FORM:	Date:  Secretary  OF CONTRACTOR, a (TYPE OF BUSINESS ENTITY)  Date:  NAME OF CONTRACTOR  Date:  OVED AS TO FORM:

### Required Insurance and Minimum Limits

Nai			ite.	28/2016	
Evi occ	reement/Reference: RFP - Director of Instruction for dence of coverages checked below, with the speci- upancy/start of operations. Amounts shown are C its may be substituted for a CSL if the total per occ	fied minimum limits, must be submitted ar combined Single Limits ("CSLs"). For Aut	nd approved p tomobile Lia	prior to bility, split	
_				Limit	
1	Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)			Statutory	
	✓ Waiver of Subrogation in favor of City	☐ Longshore & Harbor Workers☐ Jones Act	EL.	\$1,000,00	
1	General Liability			\$1,000,000	
	✓ Products/Completed Operations  ☐ Fire Legal Liability ☐	Sexual Misconduct 1,000,000			
	Automobile Liability (for any and all vehicles used for	this contract, other than commuting to/from work)			
	Professional Liability (Errors and Omissions)  Discovery Period 12 Months After Completion of	of Work or Date of Termination			
	Property Insurance (to cover replacement cost of build	ing - 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  Crime Insurance			100% of the contract price	
Othe	1) If a contractor has no employees and decide complete the form entitled "Request for Waiver http://cao.lacity.org/risk/InsuranceForms.htm 2) In the absence of imposed auto liability requestions and the second responsib	of Workers' Compensation Insurance Requirement, all contractors using vehicles duri	uirement" lo	cated at	

### CITY OF LOS ANGELES

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

(Share this information with your insurance agent or broker)

- 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 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 Llability 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 <a href="http://track4la.lacity.org">http://track4la.lacity.org</a> 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.

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 (<a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>) 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), 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 (<a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>). 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 <a href="http://cao.lacity.org/risk/BondAssistanceProgram.pdf">http://cao.lacity.org/risk/BondAssistanceProgram.pdf</a> or call (213) 258-3000 for more information.

### DEPARTMENT OF RECREATION AND PARKS REQUEST FOR PROPOSALS DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY, AND SENIORS AT TREGNAN GOLF ACADEMY

### PROPOSAL SUBMISSION LETTER

Proposing Entity:	
Telegrand Tittle	(Complete legal name/include DBA if applicable)
Entity Address:	
Organization Type:	
	(Corporation, partnership, sole proprietor, etc.)
Contact Name:	
Contact Telephone:	
Contact Fax:	
Email Address:	
Authorized Sig	nature Date

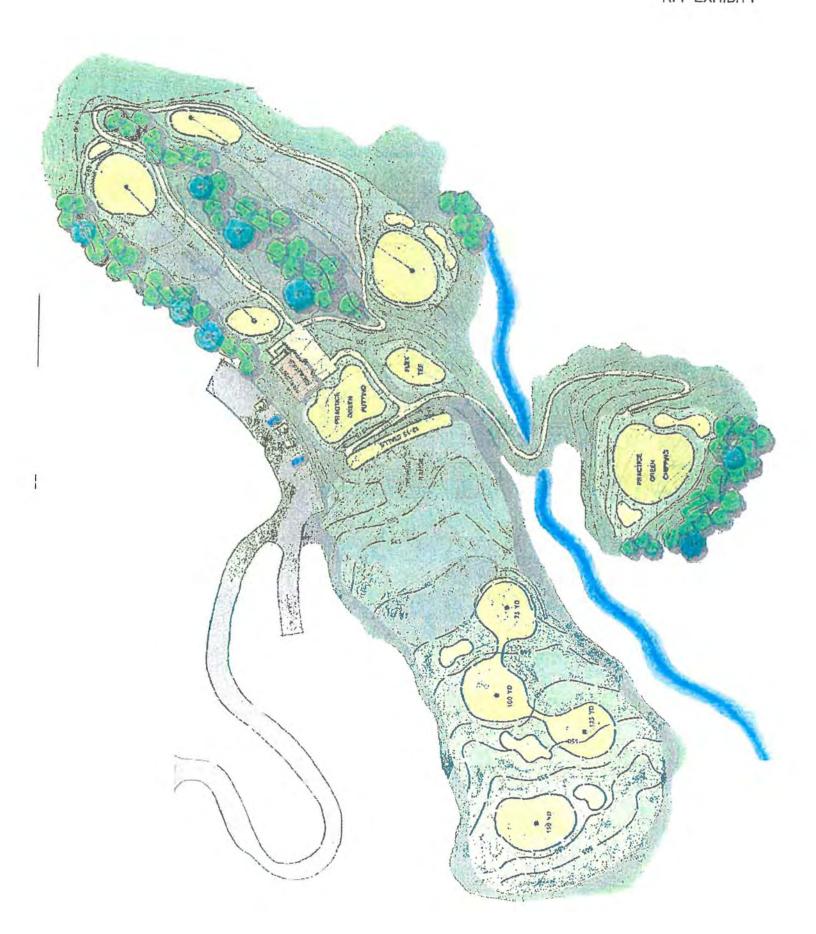
By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for a Director of Instruction for Youth, Family and Seniors at Tregnan Golf Academy and the resulting contract, without exception.

<u>Instructions:</u> 1.) Complete the above; 2.) Provide the appropriate signature of an authorized person/officer authorized to bind the proposer; 3.) Submit one original wet signature with one copy of the original submitted proposal and copies of this letter with the remaining copies of the submitted proposal.

### RFP EXHIBIT H Experience With Similar Contracts Table

Instructions: Before you begin, copy this blank form as needed to record your Experience With Similar Contracts history. Once complete, label page numbers accordingly. Page \_\_\_\_\_of\_\_\_\_

Submissions in response to the Director of Instruction Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients listed on this exhibit. Beginning and ending Dollar amount of the dates of the contract: Client's Name: Address: entire Project: (List most recent first.) Reference Contact Person Name: Title: Phone: E-Mail: Summary of Scope of Services Was ending date due to termination? If yes, explain reason for termination. Beginning and ending Dollar amount of the dates of the contract: (List most recent first.) Client's Name: Address: entire Project Reference Contact Person Name: Title: Phone: E-Mail: Summary of Scope of Services: Was ending date due to termination? If yes, explain reason for termination. Beginning and ending Dollar amount of the dates of the contract: Address: entire Project; (List most recent first.) Reference Contact Person Client's Name: Name: Title: Phone: E-Mail: Summary of Scope of Services: Was ending date due to termination? If yes, explain reason for termination.



APPROVED

REPORT OF GENERAL MANAGER

DATE July 8, 2009

BOARD OF RECREATION and PARK COMMISSIONER NO. 09-195

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR - REQUEST FOR PROPOSALS

R. Adams H. Fujita S. Huntley V, Israel	J. Kolb *F. Mok K. Regan M. Shull		
	/	Ger	Clamo do neral Managyr
Approved	Disa	approved	Withdrawn

### RECOMMENDATION:

### That the Board:

- Approve the Request for Proposals (RFP) for Golf Youth Instructor, for a one (1) year
  contract, with two (2) one-year options to renew exercisable at the sole discretion of the
  General Manager, substantially in the form on file in the Board Office, subject to the
  review and approval of the City Attorney as to form;
- Direct the Board Secretary to transmit the RFP to the City Attorney for approval as to form;
- Find, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient expertise to undertake these specialized professional tasks and that it is more feasible to secure these services by contract; and,
- Authorize staff to advertise the RFP and conduct the RFP process, subsequent to City Attorney review and approval of the RFP as to form.

### SUMMARY:

In July 2000, the Golf Division began the operation of the Tregnan Golf Academy (TGA) in Griffith Park. Since the opening of the facility, over 4,000 youths have participated in the golf youth and family program. Participants acquire the skills, knowledge and ability to compete in various golf tournaments and learn to play the game at an advanced level. Satellite programs were developed at the Westchester Golf Course in 2007 and at the Penmar Golf Course in 2008.

### REPORT OF GENERAL MANAGER

PG. 2 NO. 09-195

The Golf Division expects to expand the program to other golf courses throughout the City with the assistance of a Golf Instructor.

On February 14, 2008, Letter of Agreement (LOA) No. E826 with Paula Olsen, in the amount of \$20,000, was executed to provide professional golf instruction and coordinate and implement a golf youth and family program. On May 7, 2008, the Board approved Supplemental Agreement to LOA No. E826 to extend the term of the Agreement and to increase the contract ceiling to \$60,000 (Board Report No. 08-119). On December 11, 2008, the Board approved an additional extension of the term until December 31, 2009, and increased the total contract ceiling to \$120,000 in order to allow time for staff to develop and release an RFP (Board Report No. 08-335).

Staff has developed and is now ready to release, at the direction of the Board, an RFP to continue and expand the golf youth and family program. This will include the development and implementation of a golf class curriculum for various age groups and ability levels, in accordance with Professional Golfers' Association of America guidelines. With this RFP, the Department will seek a qualified and experienced contractor who will meet or exceed the Department's expectations.

### **Evaluation Process**

Proposals submitted in response to the RFP will be evaluated in two Levels. Level I will be a check and review for required compliance and submittal documents. Level II will be a comprehensive evaluation of the proposals by a panel composed of City employees, though the Department reserves the right to use outside individuals to assist with or perform the evaluation. Proposers must successfully pass Level I to proceed to Level II.

For the purpose of evaluation, the responsive proposals to Level I will be evaluated on the criteria below (Level II):

- 1) Experience and Qualifications (40 points);
- 2) Proposed Curriculum (30 points);
- 3) Proposed Compensation and Facility Use Reimbursement (30 points).

### Recommendation

The best proposer will be recommended for a one (1) year contract, with two (2) one (1) year options to renew exercisable at the sole discretion of the General Manager, in an amount not to exceed \$62,400 per year and \$187,200 over the term of the contract.

PG. 3

NO. 09-195

The contract amount is an estimate, and the Department does not guarantee that the contract maximum amount will be reached. The contract awarded through this RFP shall be subject to funding availability and early termination by Department, as provided in the Standard Provisions for City Contracts (Rev. 3/09).

The RFP documents will be advertised in several periodicals, available on the Department's website, and posted on the Los Angeles Business Assistance Virtual Network (BAVN). In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by the Service Contracts Group. The anticipated time of completion for the RFP process is approximately eight to twelve months.

Interested parties will be invited to a pre-proposal conference to be held approximately one month after the release of the RFP in order to provide potential proposers with a review of the submittal documents and compliance documents.

Funding for service will be provided from the Department's Municipal Recreation Program, Fund 302, Department 89, Account 850K-00 (Automated Golf Reservation Account).

## Charter Section 1022 Determination

On April 18, 2008, the Personnel Department completed a Charter Section 1022 review (Attachment A) and determined that there are currently no City employees that can perform the services being proposed for contracting. The Department does not have personnel with the necessary knowledge and expertise to provide for the development and implementation of golf class curriculum or specialized instruction that is critical to the program's development; including the requirement of maintaining a Class "A" Professional Golfers' Association of America (PGA) teaching card certification during the term of the contract. These skills are beyond City staff's abilities or experience, and therefore, it is more feasible to secure these services through a personal service contract.

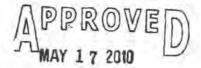
#### FISCAL IMPACT STATEMENT:

Releasing the Request for Proposals has no impact on the Department's General Fund.

This report was prepared by Raymond Chang, Senior Management Analyst I, Finance Division, Administrative Resources Section, Service Contracts Group.

# PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1	Requesting Department: Recreation and Parks
2.	Contacts  Department: <u>Karen Freire</u> Phone I (818) 243-6488 Fax No. (818) 243-8451  CAO; <u>Varonica Salumbides</u> Phone I (213) 473-7561 Fax No. (213) 473-7514
3.	Work to be performed:
	The Department of Recreation and Parks is seeking a contractor to assist in the development, implementation, and expansion of a Citywide golf program located at Tregnan Golf Academy (Academy) and additionally on an as-needed basis at various Department facilities. The services to be provided are as follows:  1. Develop and implement Golf class curriculum by providing a written curriculum for various age groups in accordance with the Professional Golfer's Association of America (PGA) quidelines, subject to the approval of the Academy Director or his/her designes, which includes dolf pleving rules, etiquate, safety regulations, specialized instructions, etc.; implement golf class programs, including supervising the implementation of curriculum by instructors; assist with managing Academy planning and operations through daily planning, organizing, and conducting golf classes and clinics; and provide as-needed professional one-on-one instructions at the Academy for youth not involved in the traditional Academy program.  2. Develop and implement golf fournaments and special events for Academy participants to take place at various Department facilities, including the development of tournament schedules.  3. Maintain a Class A PGA teaching card certification during the term of the contract, and
	Is this a contract renewal? Yes 🗌 Ng 🔯
5.	Proposed length of contract: 3 years Proposed Start Date: 1/1/09
6.	Proposed cost of contract (if known): \$180,000
7.	Name of proposed contractor; <u>Unknown</u>
8.	Unique or special qualifications required to perform the work
	Possession of a Class A PGA teaching card certification and the knowledge and expertise of providing lunior and family golf instruction, including curriculum development and project management.
	Are there City employees that can perform the work being proposed for contracting?  Yes  No   No
- 1	f yes,
1	Which class(es) and Department(s):



NO. 10-127

DATE May 17, 2010

AND OF RECREATION and PARK COMMISSIONERS

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GOLF YOUTH INSTRUCTOR - AWARD OF PROFESSIONAL SERVICES CONTRACT TO JEFFREY T. BARBER

R. Adams H. Fujita S. Huntley V. Israel	*F. Mok K. Regan M. Shull	2m.	Fer Glamoth
		_	General Manager
Approved	-	Disapproved	Withdrawn

## RECOMMENDATIONS:

#### That the Board:

- For the reasons stated herein, allow Paula Olsen to withdraw her proposal to provide golf
  instruction and related services for development and implementation of a golf program for
  youth and families, and authorize staff to return her proposal deposit;
- 2. Approve the proposed Professional Services Contract between the City of Los Angeles and Jeffrey T. Barber, to provide professional golf instruction and to continue the development and implementation of a golf program directed at youth and families, in an amount not to exceed \$62,400 per year, for a term of one year, with two (2) one-year options to renew, exercisable at the sole discretion of the General Manager, subject to approval of the Mayor and of the City Attorney as to form;
- Find, in accordance with Charter Section 1022, that the Department does not have personnel
  available in its employ with sufficient expertise to undertake these specialized professional
  services and that it is more feasible to secure these services by contract;
- 4. Find, in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best continue the development and implementation of a golf program for youths and families. In order to select the best proposer for this service, the Board finds it was necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in the Request for Proposals (RFP). The Board also finds that the narrower and more specialized competitive sealed proposal process

PG. 2

NO. 10-127

authorized but not required by Charter Section 371, subsection (b), would not meet the Department's needs and therefore opts to utilize the standard request for proposals process;

- Direct the Board Secretary to transmit the proposed Professional Services Contract to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
- Authorize the Board President and Secretary to execute the Contract upon receipt of the necessary approvals.

#### SUMMARY:

The Department of Recreation and Parks began operation of the Tregnan Golf Academy (TGA) in Griffith Park in July 2000. Participants receive instruction in the necessary skills, knowledge, and abilities in order to compete in golf tournaments or to play the game at a higher level. Satellite programs were developed at the Westchester Golf Course in 2007 and the Penmar Golf Course in 2008.

On July 8, 2009, the Board approved the release of a Request for Proposals (RFP) for Golf Youth Instructor in order to secure a multi-year term agreement with a responsible contractor to provide professional golf instruction and to continue the development and implementation of a golf program directed at youth and families in accordance with Professional Golfers' Association of America (PGA) guidelines (Board Report No. 09-195).

On August 14, 2009, the RFP was advertised in the Daily Journal, posted on the Los Angeles Business Assistance Virtual Network (BAVN) and made available on the Department's website. On September 16, 2009, a Pre-Proposal Conference was held to provide potential proposers with a review of the submittal documents and compliance documents. On October 27, 2009, the Department received two proposals:

- Paula Olsen
- Jeffrey T. Barber

As stipulated in the RFP, evaluation of the proposals would occur in two levels. Level I would be a check and review for required compliance and submittal documents and Level II would be a comprehensive evaluation of the proposals by a panel of City employees. Proposers must successfully pass Level I to proceed to Level II. Staff performed a Level I review of the following required documents:

PG. 3

NO. 10-127

## Compliance Documents:

- 1) Proposer's Signature Declaration and Affidavit
- 2) Disposition of Proposals
- 3) Affirmative Action Plan
- 4) Contractor Responsibility Ordinance Statement
- 5) Equal Benefits Ordinance Statement
- 6) Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance
- Minority Business Enterprise (MBE) / Women Business Enterprise (WBE) / Other Business Enterprise (OBE) Subcontractor Outreach Program
- 8) Bidder Certification CEC Form 50

## Submittal Documents:

- 1) Cover Letter
- 2) Proposal Deposit
- 3) Experience and Qualifications
- 4) Proposed Curriculum
- 5) Proposed Compensation and Facility Use Reimbursement

Level I Proposals are found either Responsive (pass) or Non-Responsive (fail). Both proposers passed the Level I submittal requirements (Attachment A).

On November 30, 2009, an evaluation panel composed of two Department employees and one County of Los Angeles Parks and Recreation Department employee interviewed both proposers and evaluated the proposals for the Level II evaluation. Each proposal was scored in the areas of Experience and Qualifications, Proposed Curriculum, and Proposed Compensation and Facility Use Reimbursement. The evaluation panel scores are as follows:

Proposer	Experience and Qualifications	Proposed Curriculum	Proposed Comp. and Facility Use Reimbursement	FINAL TOTAL	
Paula Olsen	119	89	87	295	
Jeffrey T. Barber	116	85	90	291	

Paula Olsen scored higher in two of three areas and was initially the proposer to be recommended for award of the contract. In December 2009, Paula Olsen informed the Golf Division that she had accepted a full-time golf instructor position in Orange County and would be withdrawing her proposal. On February 18, 2010, staff received a signed letter from Ms. Olsen stating that she was formally withdrawing her proposal. The Golf Division and the Service Contracts Group reviewed the remaining proposal and found that the proposal submitted by Jeffrey T. Barber was a close second and met the needs of the Department.

PG. 4 NO. 10-127

Jeffrey T. Barber has worked as a teaching professional at the Tom Barber Golf Center in Moorpark, California since April 2000, and has developed and implemented a junior golf program at that facility. The proposal includes a sample golf class curriculum which includes family golf, junior golf, and group classes, including classes for women and for seniors. Jeffrey T. Barber proposed a compensation of \$25.00 per hour for the first year of the contract, \$27.50 per hour for the second year, and \$30.00 per hour for the third year.

Staff recommends that the contract be awarded to Jeffrey T. Barber for a term of one (1) year, with two (2) one-year options to renew, exercisable at the sole discretion of the General Manager, in an amount not to exceed \$62,400 per year. Staff also recommends that Paula Olsen be allowed to withdraw her proposal and that her proposal deposit be returned.

## Charter Section 1022 Finding

Los Angeles City Charter Section 1022 prohibits contracting out work that could be done by City employees unless the Board determines it is more economical and/or feasible to contract out the service.

On August 28, 2008, the Personnel Department completed a Charter Section 1022 review (Attachment B) and determined that there are no City classifications that could provide professional golf instruction services. It is therefore more feasible to secure these services through an independent contractor.

## FISCAL IMPACT STATEMENT:

Funding for this contract will be provided from Fund 302, Department 89, Automated Golf and Tennis Reservation Account 850-00. There is no impact to the Department's General Fund.

This report was prepared by Raymond Chang, Senior Management Analyst I, Finance Division, Administrative Resources Section, Service Contracts Group.

# GOLF YOUTH INSTRUCTOR RFP LEVEL I EVALUATION SUMMARY

		Paul	a Olsen	Jeffrey	T. Barber
I. Ce	ompliance Documents	Submitted	In Compliance	Submitted	In Compliance
1.	Proposer's Signature Declaration and Affidavit	Pass	Pass	Pass	Pass
2.	Disposition of Proposals	Pass	Pass	Pass	Pass
3.	Affirmative Action Plan	Pass	Pass	Pass	Pass
4.	Contractor Responsibility Ordinance (CRO) Statement	Pass	Pass	Pass	Pass
5.	Equal Benefits Ordinance (EBO) Statement	Pass	Pass	Pass	Pass
6.	Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO)	Pass	Pass	Pass	Pass
7.	Good Faith Effort Requirement - MBEWBE/OBE Subcontractor Mandatory Outreach Program	Pass	Pass	Pass	Pass
8.	Bidder Certification City Ethics Commission (CEC) Form 50	Pass	Pass	Pass	Pass
l. P	roposal Items				
1.	Cover Letter	Pass	Pass	Pass	Pass
2.	Proposal Deposit	Pass	Pass	Pass	Pass
3.	Experience and Qualifications	Pass	Pass	Pass	Pass
4.	Proposed Curriculum	Pass	Pass	Pass	Pass
5.	Proposed Compensation and Facility Use Reimbursement	Pass	Pass	Pass	Pass

## PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1.	Requesting Department: Recreation and Parks
2.	Contacts   Department: Raymond Chang   Phone   (818) 243-6421   Fax No. (818) 243-1459   CAO:   Veronica Salumbides   Phone   (213) 473-7561   Fax No. (213) 473-7514
3.	Work to be performed:
	The Department of Recreation and Parks is seeking an amendment to a supplemental agreement with the Contractor Paula Olsen who assists in the development, implementation, and expansion of a Citywide golf program located at Tregnan Golf Academy (Academy) and additionally on an asneeded basis at various Department facilities. The services to be provided are as follows:  1. Develop and implement Golf class curriculum by providing a written curriculum for various age groups in accordance with the Professional Golfer's Association of America (PGA) guidelines, subject to the approval of the Academy Director or his/her designee, which includes golf playing rules, etiquette, safety regulations, specialized instructions, etc.; implement golf class programs, including supervising the implementation of curriculum by instructors; assist with managing Academy planning and operations through daily planning, organizing, and conducting golf classes and clinics; and provide as-needed professional one-on-one instructions at the Academy for youth not involved in the traditional Academy program.  2. Develop and implement golf tournaments and special events for Academy participants to take place at various Department facilities, including the development of tournament schedules.  3. Maintain a Class A PGA teaching card certification during the term of the contract, and  4. Assist with securing sponsorship and partnership opportunities.
4.	Is this a contract renewal? Yes ⊠ No □
5.	Proposed length of contract: 1 year Proposed Start Date: 1/1/09
6.	Proposed cost of contract (if known): \$120,000
7.	Name of proposed contractor: Paula Olsen
8.	Unique or special qualifications required to perform the work:
	Possession of a Class A PGA teaching card certification and the knowledge and expertise of providing junior and family golf instruction, including curriculum development and project management.
9.	Are there City employees that can perform the work being proposed for contracting? Yes ☐ No ☒
	If yes.
	a. Which class(es) and Department(s):  b. Is there sufficient Department staff available to perform the work? Yes  No  staff available to perform the work? Yes  No  staff No  staff available to perform the work? Yes  No  staff

10. Findings	
	es DO NOT have the expertise to perform the work es DO have the expertise to perform the work
☐ Project	replanation attached) and send to CAO for further analysis tof limited duration would have to layoff staff at end of project constraints require immediate staffing of project assignment exceeds staffing availability
with the same scope of Parks has requested a 12/31/08. The determ	sonnel Department completed a 1022 determination for a new three year contract of work in April 2008, but the contract was never approved. Therefore, Rec and a one year amendment to the existing Paula Olsen contract which is set to expire ination remains the same; there is currently no City classification that can perform the timent is seeking or meets the requirements outlined above.
Submitted by:	Dominique Camaj
Reviewed by:	Shelly Del Rosario
Approved by:	Shannon C. Pascual
Date:	113612

DATE April 19, 2017

NO. 1-07-7

C.D. All

#### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDMENT TO PERSONNEL RESOLUTION NO. 10461 - SECTION 1E (SUBSTITUTE POSITIONS)

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

General Manager

Approved

Disapproved

Withdrawn

## RECOMMENDATION

Amend Personnel Resolution No. 10461 effective immediately as follows:

Section 1E - Substitute Positions

ADD

No. Code 1 2419 Classification & Location

Aquatic Director - Aquatics Division

## SUMMARY

The Aquatics Division of the Department of Recreation and Parks (RAP) has operated 62 yearround or seasonal swimming pools, Cabrillo Beach, Lake Balboa, and Hansen Dam for many years.
RAP was authorized three (3) Aquatic Director positions until Fiscal Year (FY) 2010-11 when an
Aquatic Director position was cut from its budget due to the City's fiscal crisis. RAP Management
requested an additional Aquatic Director position in RAP's FY 2017-18 budget proposal as it
believes this is the appropriate level of supervision needed to ensure the safety of the public who
visit our pools and aquatic facilities; but that position, if approved, will not be established until July 1,
2017. Therefore, RAP staff is requesting an additional position of Aquatic Director, Class Code
2419, be established in substitute authority now. This will also provide a more adequate level of
supervision in preparation for the opening of seasonal pools this coming summer.

This Report has been reviewed by staff of the Office of the City Administrative Officer.

## FISCAL IMPACT STATEMENT

The cost of bringing on an additional Aquatic Director for the remainder of this Fiscal Year is estimated at Fifteen Thousand, Four Hundred Sixty-Four Dollars (\$15,464.00) and will be offset by salary savings.

This Report was prepared by Harold T. Fujita, Director, Human Resources Division.

	BOARD RE	PORT	₹T			NO.		
	DATE_Ap	ril 19,	2017			C.D	13	
	BOARD OF	RECREAT	TION AND	PARK COMMIS	SIONERS			
	SUBJECT:			SPLASH PAD QUIMBY FEES	REFURBISHMENT	(PRJ20188)	PROJECT;	
foot	AP Diaz *R. Barajas H. Fujita	CSD	V. Israel N. Williams	=				
					M. Sur	eral Manager		
	Approved _		-	Disapproved		Withdrawn	-	

17 005

#### RECOMMENDATIONS

- Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer Three Hundred Fifteen Thousand, Three Hundred Sixty-Four Dollars (\$315,364.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Juntos Park Account No. 89460K-JU;
- Approve the allocation of Three Hundred Fifteen Thousand, Three Hundred Sixty-Four Dollars (\$315,364.00) in Quimby Fees from Juntos Park Account No. 89460K-JU for the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project; and,
- Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

## SUMMARY

Juntos Park is located at 3135 Drew Street, Los Angeles, California 90065 in the Glassell Park community of the City. This 1.64-acre property provides a splash pad, a children's play area, and picnic tables, for the use of the surrounding community. An estimated Five Thousand Seventy-Two (5,072) City residents live within a one-half (½) mile walking distance of Juntos Park. Due to the facilities and features, Juntos Park meets the standards for a Neighborhood Park, as defined in the City's Public Recreation Plan.

PG. 2 NO. 17-095

## PROJECT SCOPE

The scope of the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project (Project) includes the retrofitting the existing children's splash pad water playground with a water recirculation system, the replacement of the above ground spray components, and the replacement of the existing rubberized surface of the splash pad with a concrete surface.

RAP staff had determined that additional funding for the Project will be necessary for the completion of the project.

## PROJECT FUNDING

The Board of Recreation and Park Commissioners (Board) has previously approved the allocation of Fifty-Nine Thousand, Six Hundred Thirty-Six Dollars (\$59,636.00) in Quimby Fees for the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project (Report No. 14-299).

Upon approval of this Report, Three Hundred Fifteen Thousand, Three Hundred Sixty-Four Dollars (\$315,364.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 can be transferred to the Juntos Park Account No. 89460K-JU and allocated to Juntos Park — Splash Pad Refurbishment (PRJ20188) Project.

The total funding available for the Project would be Six Hundred Seventy-Five Thousand Dollars (\$675,000.00).

The Quimby Fees were collected within two (2) miles of Juntos Park, which is the standard distance for the allocation of the Quimby Fees to neighborhood recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

## **FUNDING SOURCE MATRIX**

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-JU	\$375,000.00	56%
Proposition K	43K/10/10KM12	\$300,000.00	44%
Total		\$675,000.00	100%

### PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Juntos Park – Splash Pad Refurbishment (PRJ20188) Project.

Construction of this Project is currently anticipated to begin in May 2017.

## TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Juntos Park, and no new trees or new shade are proposed to be added to Juntos Park as a part of this Project.

PG. 3 NO. 17-095

## **ENVIRONMENTAL IMPACT STATEMENT**

The proposed Project is a continuation of an existing Project approved on December 10, 2014 (Report No. 14-299) that was determined to be categorically exempted from CEQA [Class 1(32), Class 3(4), and Class 11(6)]. The work funded by the current Board action will not result in any additional environmental impacts, and is therefore covered by the existing CEQA exemption. No additional CEQA documentation is required.

## FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than RAP's General Fund.

The maintenance of the proposed park improvements can be performed by current RAP staff with no overall impact to existing maintenance services.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

	BOARD RE	PORT					NO.	-096	
	DATE_Ap	ril 19	, 2017				C.D	15	
	BOARD OF	RECRE	ATION ANI	PARK CO	MMISSIONE	RS			
	SUBJECT:	KEN					(PRJ20285) N OF QUIMB		-
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					M.	De	General Mana	ger	
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## RECOMMENDATIONS

- Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee
  to reallocate Six Hundred Thousand Dollars (\$600,000.00) in Quimby Fees, currently
  allocated to the Ken Malloy Harbor Regional Park Universal Accessible Playground –
  Americans with Disabilities Act (ADA) Restroom (PRJ20227) Project, to the Ken Malloy
  Harbor Regional Park Outdoor Park Improvements (PRJ20285) Project; and,
- Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

#### SUMMARY

Ken Malloy Harbor Regional Park is located at 25820 Vermont Avenue in the San Pedro area of the City. This 290.87-acre park provides picnic areas, a walking/jogging trail, a lake, swimming pool, multipurpose fields, gold course and children's play areas for the community. Approximately Nine Thousand Five Hundred Seventy-Two (9,572) City residents live within a one-half (1/2) mile walking distance of Ken Malloy Harbor Regional Park. Due to the facilities, features, programs, and services it provides, Ken Malloy Harbor Regional Park meets the standard for a Regional Park, as defined in the City's Public Recreation Plan.

## PROJECT SCOPE

The scope of the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project (Project) includes improvements to the existing outdoor park areas, including turf, landscape, irrigation infrastructure, hiking trails, permanent interpretive signage, and restrooms as well as rehabilitation of the existing campground and related improvements (Report No. 09-290). The project was originally proposed to be developed in association with the Machado

PG. 2 NO. 17-096

Lake Ecosystem Rehabilitation Project, which is currently funded by Proposition O. The Machado Lake Ecosystem Rehabilitation project (W.O. #EW40022A) is designed to rehabilitate and restore the lake's ecosystem by removing invasive aquatic and riparian vegetation, enhancement of native habitats and wetlands, and improvement of water quality through various stormwater and lake management features to meet the Total Maximum Daily Loads mandated by the Los Angeles Regional Water Quality Control Board.

RAP staff has determined that supplemental funding is necessary in order to complete the Project.

## PROJECT FUNDING

Previously, the Board has approved the allocation total of Three Hundred Sixteen Thousand Four Hundred Sixty Dollars and Seventy Five Cents (\$316,460.75) in Quimby fees for the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project (Report Nos. 09-290 and 10-193).

Upon approval of this Report, Six Hundred Thousand Dollars (\$600,000.00) in Quimby Fees, currently allocated to the Ken Malloy Harbor Regional Park – Universal Accessible Playground – Americans with Disabilities Act (ADA) Restroom (PRJ20227) Project, can be reallocated to the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project.

The total amount allocated to the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project will be Nine Hundred Sixteen Thousand Four Hundred Sixty Dollars and Seventy Five Cents (\$916,460.75) in Quimby fees.

These Quimby Fees were collected within ten (10) miles of Ken Malloy Harbor Regional Park, which is the standard distance for the allocation of the Quimby Fees for regional recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

## **FUNDING SOURCE MATRIX**

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-HP	\$916,460.75	100%
Total		\$916,460.75	100%

## PROJECT CONSTRUCTION

Staff has determined that sufficient funding has been identified for the construction of the Ken Malloy Harbor Regional Park - Outdoor Park Improvements (PRJ20285) Project.

Construction of the Ken Malloy Harbor Regional Park - Outdoor Park Improvements (PRJ20285) Project began in March 2014.

PG. 3 NO.17-096

## TREES AND SHADE

The approval of the Ken Malloy Harbor Regional Park – Outdoor Park Improvements (PRJ20285) Project will have no impact on existing trees or shade at Ken Malloy Harbor Regional Park, and no new trees or new shade are proposed to be added to Ken Malloy Harbor Regional Park as a part of this project.

As part of the Machado Lake Ecosystem Rehabilitation Project (W.O. #EW40022A) 622 new trees were planted in November and December 2016. See the table below for the tree planting quantities and specifications for the Machado Lake Ecosystem Rehabilitation Project (W.O. #EW40022A).

Botanical Name	Common Name	Size	Quantity
Cercis canadensis 'Forest Pansy'	Purple Leafed Eastern Redbud	24" Box	24
Ginkgo biloba 'Autumn Gold'	Ginkgo	24" Box	35
Robinia pseudoacacia 'Purple Robe'	Purple Robe Locust	24" Box	17
Liriodendron tulipifera	Tulip tree	24" Box	58
Pinus torreyana	Torrey Pine	24" Box	26
Mtrosideros excelsa	New Zealand Christmas Tree	24" Box	13
Tabebuia impetiginosa	Purple Tabebuia	24" Box	104
Quercus virginiana	Southern Live Oak	24" Box	15
Quercus rubra	Northern Red Oak	24" Box	35
Pistacia chinensis	Chinese Pistache	24" Box	25
Zelkova serrata 'Village Green'	Zelkova	24" Box	58
Taxodium mucronatum	Montezuma Cypress	15 GAL	114
Pinus eldarica	Mondell Pine	24" Box	7
Fraxinus oxycarpa 'Raywood'	Raywood Ash	24" Box	26
Salix exigua	Narrow-leaved Willow	15 GAL	20
Salix goodingii	Goodding's Willow	15 GAL	26
Salix lasiolepis	Arroyo Willow	15 GAL	19
		TOTAL	622

## **ENVIRONMENTAL IMPACT STATEMENT**

RAP staff has determined that the subject project is a continuation of an existing project approved on November 18, 2009 (Board Report No. 09-290) that is exempted from CEQA [Article III, Section 1, Class 1(1,3) and Class 4(3)]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

## FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

PG. 4 NO. 17-096

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current RAP staff with minimal impact to existing maintenance service at this facility.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Maintenance and Construction Branch.

BOARD RE	PORT		NO. 17-097			
DATE_AP	ril 19, 2017	_		C.D	14	
BOARD OF	RECREATION AND	PARK COMMIS	SIONERS			
SUBJECT:	HAZARD PARK ALLOCATION OF THE CALIFORNIA ARTICLE III, SECT CEQA GUIDELINI DEMOLITION OF STRUCTURES AC	ZONE CHANGE ENVIRONMEN TION 1, CLASS ES (MINOR A ACCESSORY	FEES; CATEGOR TAL QUALITY AC 1(1, 11d) AND CL LTERATIONS TO STRUCTURES AR	RICAL EXEMP T (CEQA) PUI LASS 11(3), O EXISTING ND PLACING	TION FROM RSUANT TO F THE CITY FACILITIES,	
AP Diaz  R. Barajas  H. Fujita	V. Israel N, Williams					
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Approved _		Disapproved		Withdraw	n	

## RECOMMENDATIONS

- Approve the scope of the Hazard Park Restroom Replacement (PRJ21099) Project as described in the Summary of this Report;
- Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to reallocate Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees, currently allocated to the Hazard Park – Building Improvements (PRJ1510A) Project, to the Hazard Park – Restroom Replacement (PRJ21099) Project;
- Approve the allocation of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees from Hazard Park Account No. 89440K-HZ for the Hazard Park – Restroom Replacement (PRJ21099) Project;
- Find that the proposed Hazard Park Restroom Replacement (PRJ21099) Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption;
- Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,

PG. 2 NO. 17-097

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

## SUMMARY -

Hazard Park is located at 2230 Norfolk Street in the Lincoln Heights area of the City. This is a 24.99-acre facility that provides a variety of facilities and programs for the surrounding neighborhood, including youth programs and day camps, exercise and activity programs, basketball courts, children's play areas, ball diamonds, a skate park, and a recreation center. Approximately Eight Thousand, Five Hundred Eighty-Nine (8,589) residents live within a one-half (½) mile walking distance of Hazard Park. Due to the facilities and features it provides, Hazard Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

## PROJECT SCOPE

The Hazard Park – Restroom Replacement (PRJ21099) Project proposes the demolition of an existing restroom on the eastern side (Soto Street) of Hazard Park and the construction of a new restroom building at that same location.

RAP staff estimates these improvements will cost approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

## PROJECT FUNDING

On November 9, 2007, the Board of Recreation and Park Commissioners (Board) approved the allocation of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees for the Hazard Park – Building Improvements (PRJ1510A) Project (Report No. 07-259). The scope of the approved Hazard Park – Building Improvements (PRJ1510A) Project included electrical, Heating Ventilation Air Conditioning (HVAC), and fire life safety system renovations.

On September 17, 2008, the Board authorized RAP to execute Contract No. 3278, an Agreement between RAP and Community Partners, for the Improvement and Shared Use of Hazard Park Armory for the Purpose of Recreational Programs (Report No. 08-268). On December 11, 2013, the Board approved the assignment of Contract No. 3278 from Community Partners to Legacy LA (Report No. 13-303). Pursuant to Contract No. 3278, Legacy LA is responsible, at their sole expense, for alterations and improvements to the Hazard Park Armory. RAP staff is recommending that the unexpended Zone Change funding currently allocated to the Hazard Park – Building Improvements (PRJ1510A) Project be reallocated to the Hazard Park – Restroom Replacement (PRJ21099) Project.

Upon approval of this Report, Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Zone Change Fees, currently allocated to the Hazard Park – Building Improvements (PRJ1510A) Project, can be reallocated to the Hazard Park – Restroom Replacement (PRJ21099) Project.

PG. 3 NO. 17-097

The total funding available for the Hazard Park – Restroom Replacement (PRJ21099) Project would be Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

These Zone Change Fees were collected within five miles of Hazard Park, which is the standard distance for the allocation of the Quimby Fees to community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

## FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Zone Change Fee	302/89/89440K-HZ	\$225,000.00	100%
Total		\$225,000.00	100%

## PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Hazard Park – Restroom Replacement (PRJ21099) Project.

Construction of the Hazard Park - Restroom Replacement (PRJ21099) Project is currently anticipated to begin in May 2017.

## TREES AND SHADE

The approval of the Hazard Park – Restroom Replacement (PRJ21099) Project will have no impact on existing trees or shade at Hazard Park. No new trees or new shade are proposed to be added to Hazard Park as a part of the Hazard Park – Restroom Replacement (PRJ21099) Project.

## ENVIRONMENTAL IMPACT STATEMENT

The proposed the Hazard Park – Restroom Replacement (PRJ21099) Project will consist of modifications to existing park facilities involving negligible or no expansion of use, of demolition of accessory structures and modifications to existing park facilities involving placement of new accessory structures. Therefore, RAP staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1, 11d) and Class 11(3) of the City CEQA Guidelines.

#### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than RAP's General Fund.

PG. 4 NO. 17-097

The maintenance of the proposed park improvements can be performed by current RAP staff with no overall impact to existing maintenance services.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

BOARD REI	PORT		NO. 17-098
DATE_Ap	ril 19, 2017		C.D11
BOARD OF	RECREATION AN	ND PARK COMMISSIONERS	
SUBJECT:	REPLACEMENT FINAL PLANS ENVIRONMENT SECTION 1, CL GUIDELINES (DINSTALLATION CONVENIENCE	T (PRJ20882) (W.O. #E1701 ; CATEGORICAL EXEMPT FAL QUALITY ACT (CEQA ASS 1(11d), CLASS 3(4) AND DEMOLITION AND REMOVAL OF NEW EQUIPMENT REQU	TROOM - DEMOLITION AND 82F) PROJECT - APPROVAL OF FION FROM THE CALIFORNIA ), PURSUANT TO ARTICLE III, CLASS 11(3) OF THE CITY CEQA OF ACCESSORY STRUCTURES, UIRED FOR HEALTH AND PUBLIC OF MINOR STRUCTURES
AP Diaz *R. Barajas H. Fujita	V. Israel N. William	ns	Mull General Manager
Approved		Disapproved	Withdrawn

## RECOMMENDATIONS

1. Approve final plans and specifications, herein included as Attachment 1, for the Venice Beach Rose Avenue Restroom - Demolition and Replacement (PRJ20882) (W.O. #E170182F) Project (Project);

- 2. Find that the Project is categorically exempt from California Environmental Quality Act (CEQA),
- Direct Department of Recreation and Parks (RAP) staff to file the Notice of Exemption 3. within (5) five working days of Project approval; and,
- Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles 4. County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption.

PG. 2 NO. 17-098

#### SUMMARY

The Venice Beach Rose Avenue Restroom is located at 120 Ocean Front Walk, Venice, California, 90291, in the Eleventh Council District. The existing restroom facility serves Venice Beach, a world renowned tourist attraction, which is visited by tens of thousands of visitors each year, including residents, beach users and tourists from all over the world. The restrooms are located directly along the Venice Beach boardwalk area. It has seven toilet stalls in a circular configuration with several heavily used outdoor sinks. The pump and plumbing system is outdated and very costly to maintain. This facility has been breaking down frequently, (approximately five times a year), due to overuse, misuse, and system failure. Port-a-Potties have been rented and placed nearby to ensure the public health needs for sanitary conditions.

The Project submitted for approval herein consists of demolishing this failing and outdated restroom facility at Venice Beach and replacing it with a modern, well-designed facility. The new facility will consist of ten (10) unisex toilets individually accessible, six of which are Americans with Disabilities Act (ADA) compliant, a "Gull Wing" roof, a plaza, two exterior showers, four lavatories with two (2) faucets each, and a one drinking fountain. Other features have been incorporated utilizing materials which are resistant to salt water corrosion and vandalism: a zinc roof, aluminum soffit, stainless steel toilet fixtures, fiber reinforced plastic doors and frames, and concrete block walls with anti-graffiti coating. This is a Proposition K – L.A. for Kid's Program 8<sup>th</sup> Cycle Competitive Grant project.

As required by Proposition K, three (3) Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted on December 12, 2013; May 1, 2014; and January 22, 2015; respectively, with substantial attendance and participation from the community. An internal design competition was held within the Department of Public Works, Bureau of Engineering (BOE) to identify potential alternate restroom conceptual design options. Of the three (3) options presented, the LVNOC chose the "Gull Wing" design, which has been incorporated into the proposed bid documents. Also, at the request of the Eleventh Council District (CD 11) Office, the Project was presented at the Venice Neighborhood Council. The LVNOC, the Venice Neighborhood Council, and CD 11 Office are in full support of the Project.

BOE Architectural Division prepared the plans and specifications, and obtained all of the necessary approvals for the Project, including Coastal Commission approval. BOE will also be providing the construction management services on the construction of this Project. The City Engineer's estimate for the construction work is One Million, One Hundred Thousand Dollars (\$1,100,000.00).

Funding for this Project is available from the following funds and accounts:

FUNDING SOURCE Proposition K - Year 17

Proposition K - Year 18

Quimby

FUND/DEPT./ACCT. NO.

43K/10/10KM22 43K/10/10LM22

302/89/89460K-VE

PG. 3 NO.17-098

## TREES AND SHADE

There is an existing Palm Tree Grove at the north border of this Project that will not be impacted. No new trees are planned for this Project.

## ENVIRONMENTAL IMPACT STATEMENT

The proposed Project involves demolition and removal of small accessory structures, installation of new equipment required for health and public convenience involving negligible or no expansion of use and construction of minor structures accessory to existing facilities. Therefore, Staff recommends that the Board determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (11)(d), Class 3 (4) and Class 11 (3) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

## FISCAL IMPACT STATEMENT

There is no immediate fiscal impact to RAP's General Fund. However, based on the final shortfall amount, Quimby or other funds will have to be identified and expended to cover the shortfall. This may reduce funding which could have been used for other projects at this or nearby facilities.

The assessments of the future operations and maintenance costs have yet to be determined and will be addressed in future budget requests.

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

### LIST OF ATTACHMENTS:

 Venice Beach/Rose Avenue Restroom Replacement (W.O. #E170182F) Project plans and specifications

## **BUREAU OF ENGINEERING** DEPARTMENT OF PUBLIC WORKS CITY OF LOS ANGELES

## VENICE BEACH ROSE AVENUE RESTROOM REPLACEMENT 210 OCEAN FRONT WALK LOS ANGELES, CALIF 90291





CLEME DEPARTMENT OF RECREATION AND PARKS BOOM A SMAL CHARA MANAGER

221 NORTH PROJERCA ST. SUITE 1950 LOS ANGELES, CA 90015

PROPOSITION - K

CONSTRUCTION MANAGEMENT GROUP

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ARCHITECTURAL

JAME ACHEAN LANDIGGAPE ARCHITECT

1149 S. BROADWAY ST. 6TH FLOOR LOS ANGELES, CA. 90015 NORMAN MUNCY ENVIRONMENTAL SPECIALIST

GEOTECHNICAL ENGINEERING DIVISION CHRESTOMER F, JOHNSON, P.E. G.E. GROUP MANAGER 1149 S. BROADWAY ST. SUITE 100 LOS ANGELES, CA. 90015

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NEWLY CONSTRUCTED NON-RESIDENTIAL BUILDINGS

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- 5	5.104.5.3	Clockric vehicle cherming	Sept.	
4	5.106.8	Light pollution reduction	109	
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	5,354.3	frrigation draign	44	
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21	5.497.2.24	Extensor door presenting	ACCUPATION .	
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16	5.418.2	Counciledneity (> 16,656 og ft.)	Alk	SAFER DE LES
\$7	S-418.2.1	- Owner's Project Capelrowents (OPR)	761	THE PERSON
	5.416.2.1	- Basis of Design (SOD)	100	
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Revised 1-1-2014

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**GRN 17** 

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LAGIDES FORM **GRN 11** 

2014 Los Angales Grave Building Code GREEN BUILDING CODE PLAN CHECK NOTES

MONE RESIDENTIAL BUILDINGS

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LAMDUS

PLUMBING FIXTURE FLOW RATES

SECTION 6.303.9

FIXTURE TYPE	MAXIMUM ALLOWABLE PLOW RATE  2 000 @ 80 psi		
Enovert eads			
Lavelory faucea, residential	1.5 gpm (0.90 pg		
bretony Fauciets, normalident al	54 pm @ 90 pm		
Oktion faucits	1 A gom @ 50 per		
With formans	1 ili (ren speca (in ) / 20. Gpm @ 50 psi)		
Metaning frescrips	0.2 gelicns/cycle		
Meterning Text cets for venutri (currents	20 [sm speca (n ) / 70 Gpm @ 60 pm]		
Srevey tank type waste downts	* 7# gellons/flush*		
Husbometer tenk weller closets	1 29 gellenstfirsh		
Plushometer visive yeater clopats	* 28 gallonsflush*		
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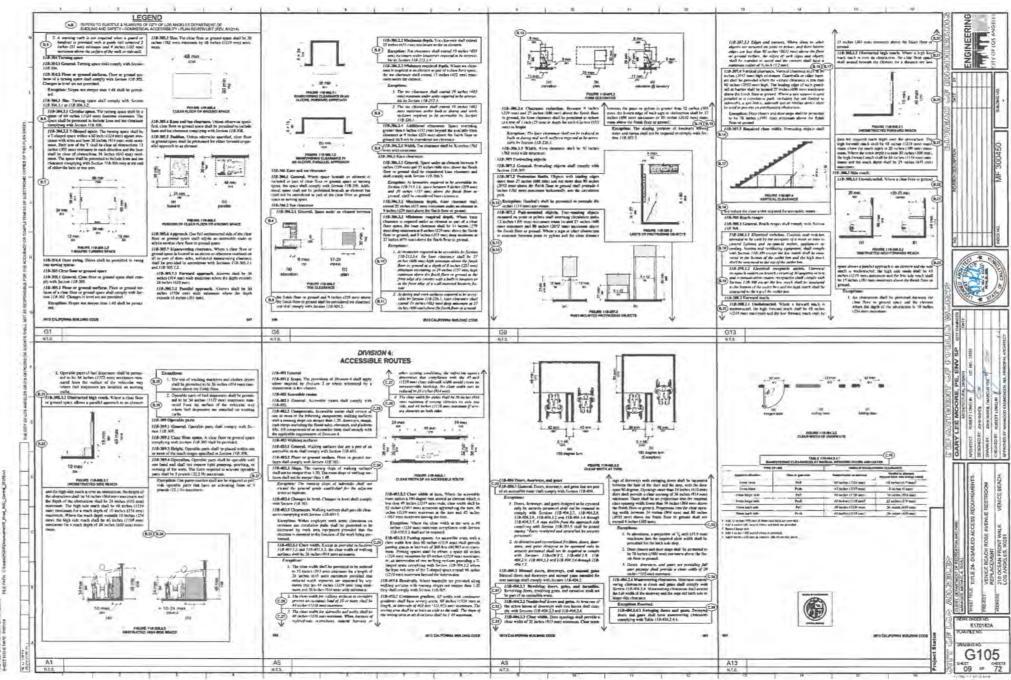
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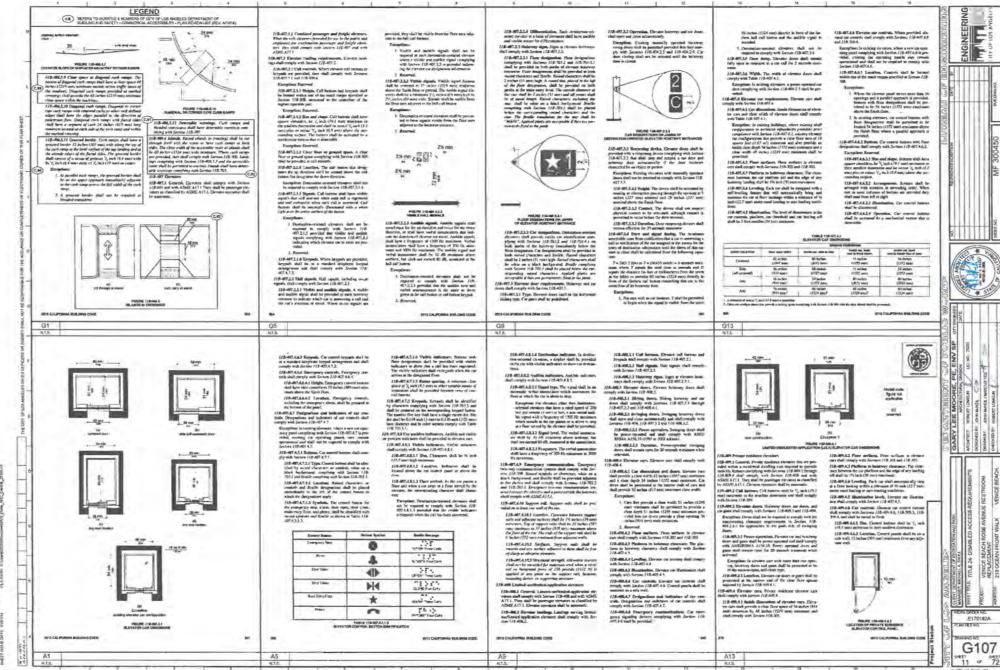
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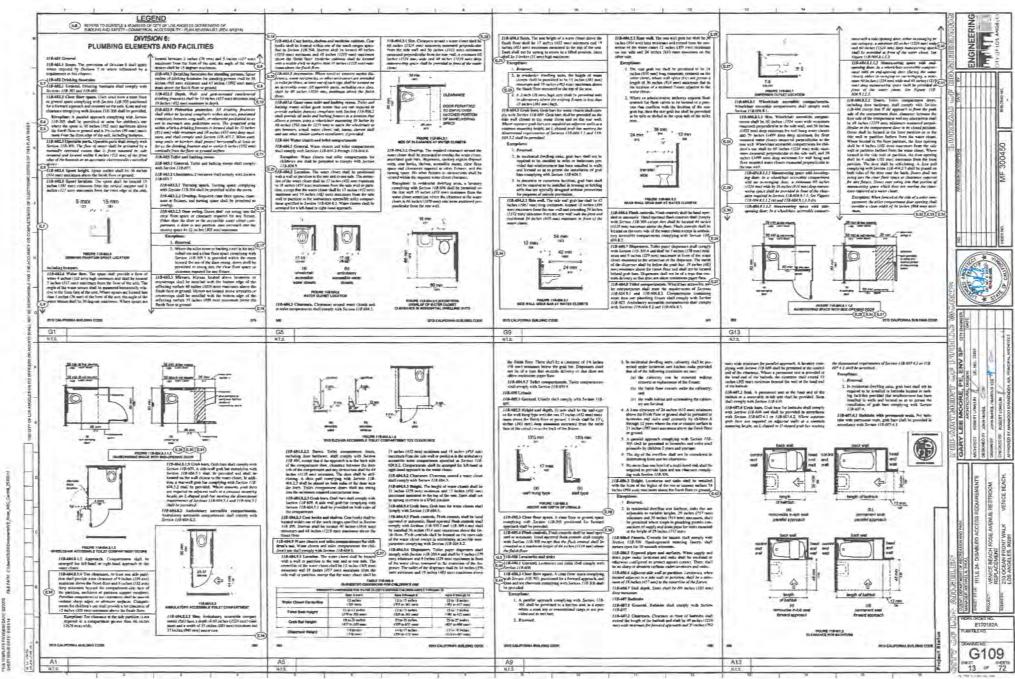
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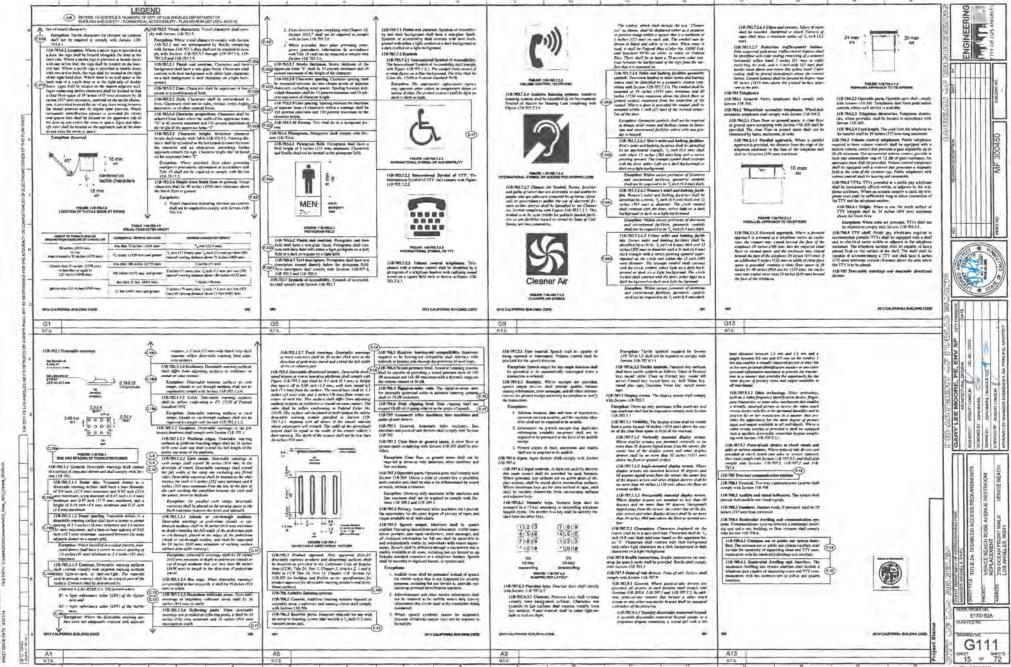
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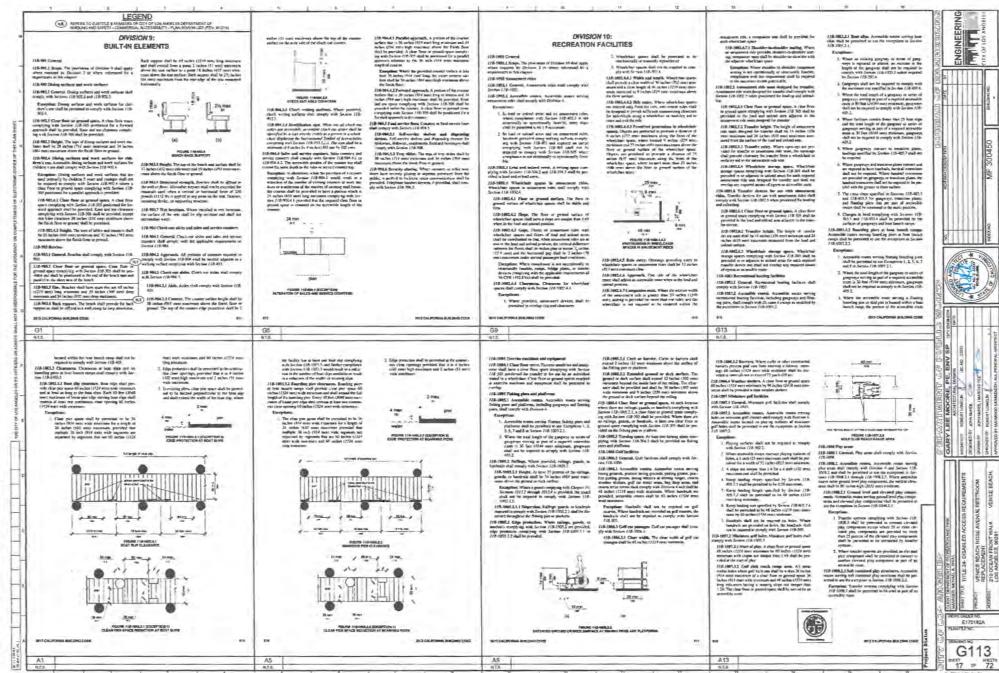


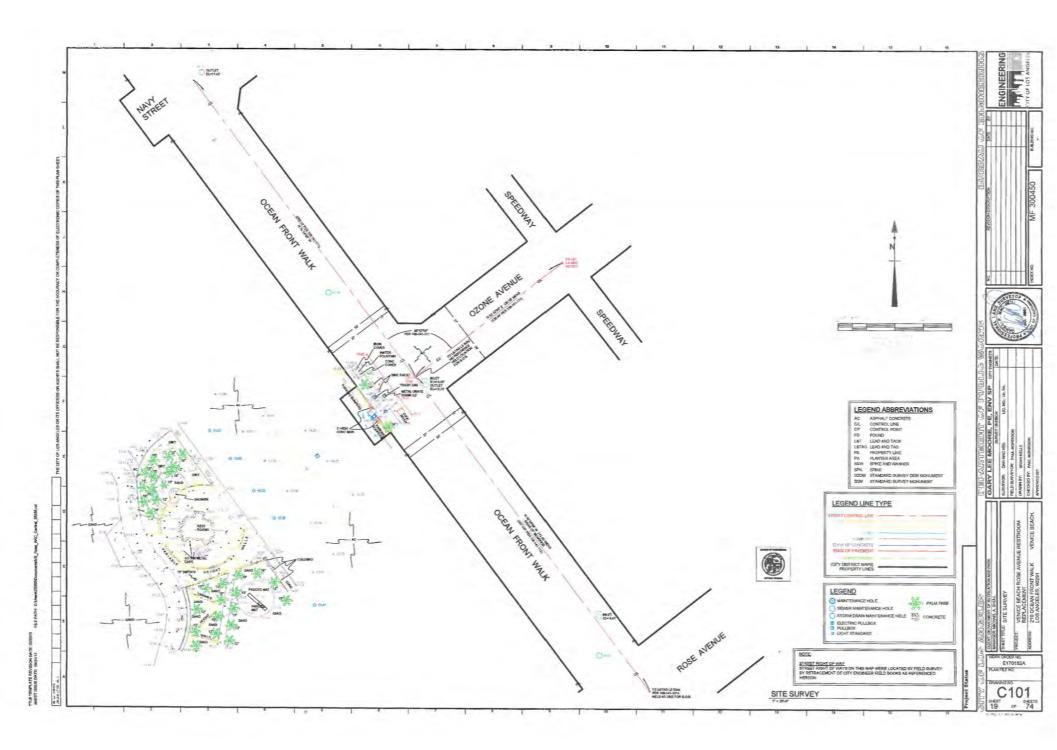


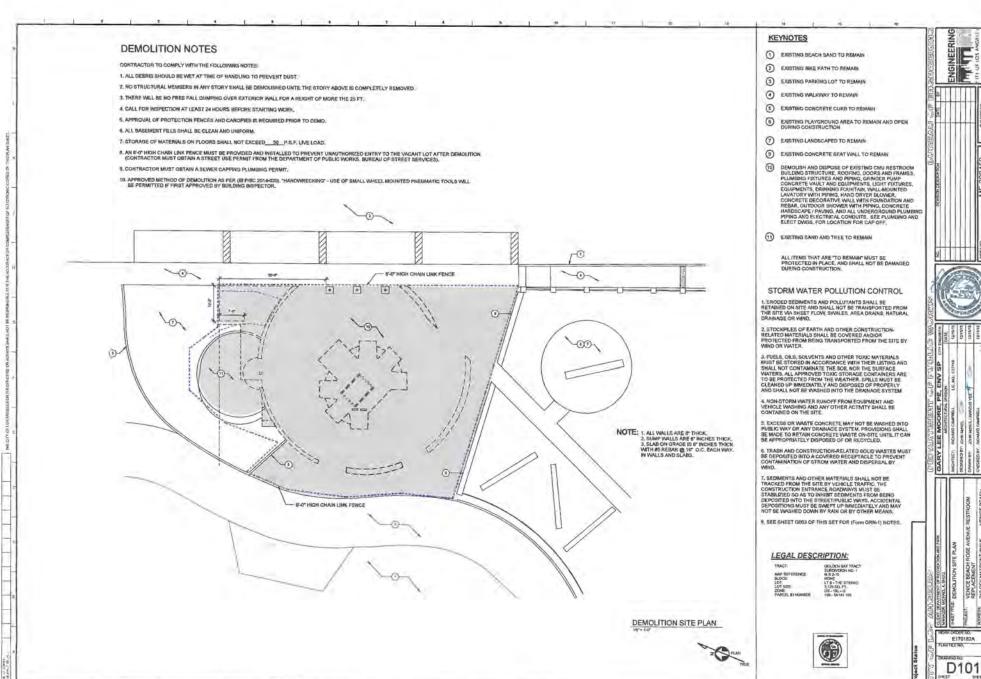
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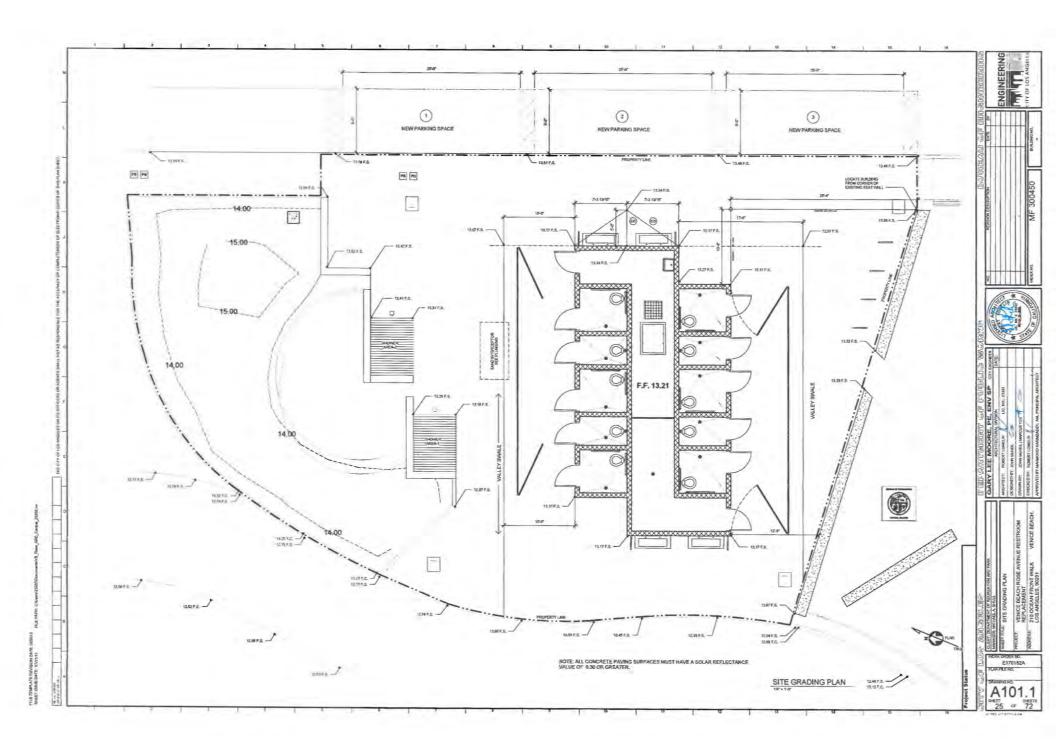


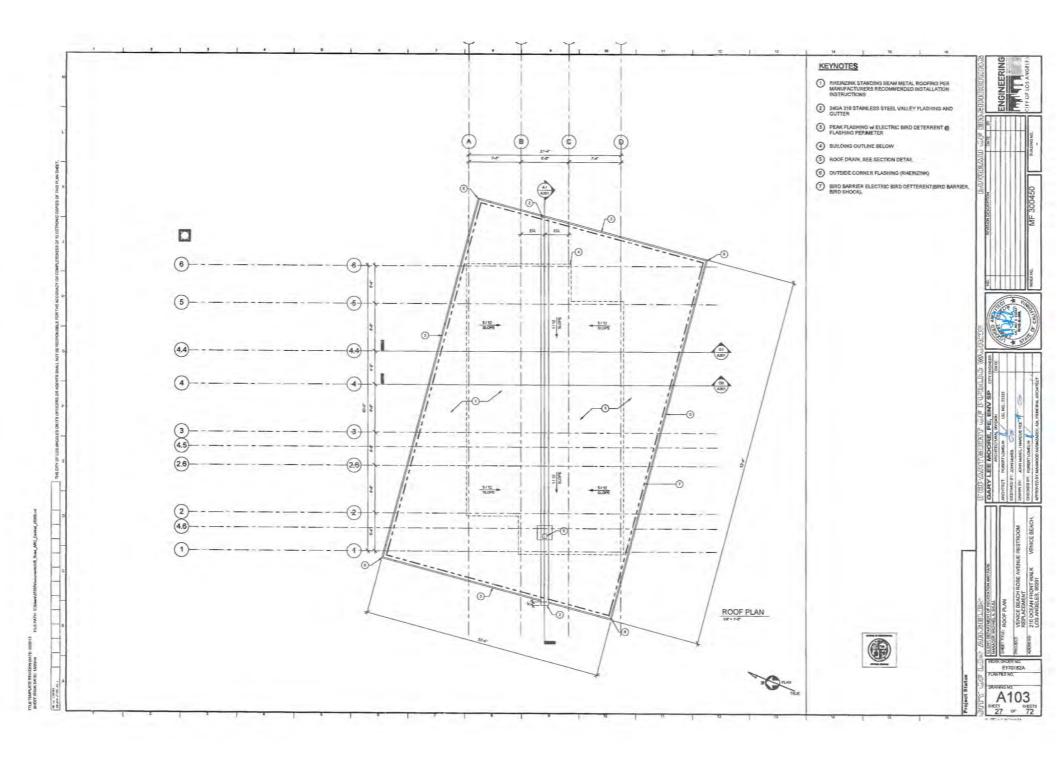


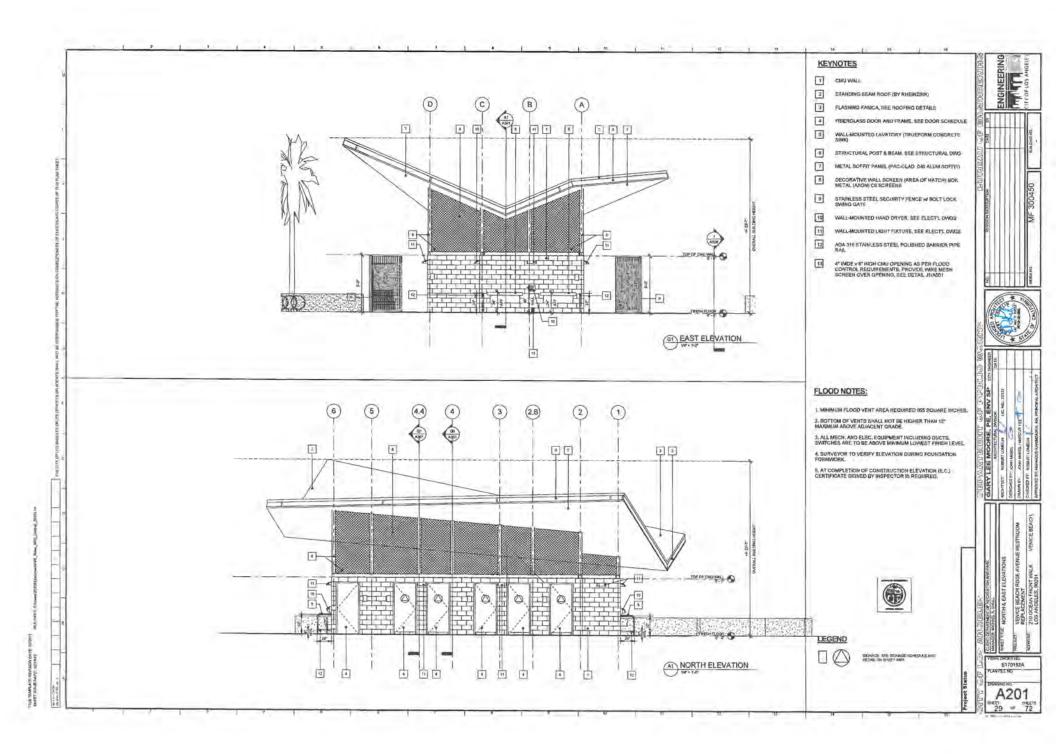


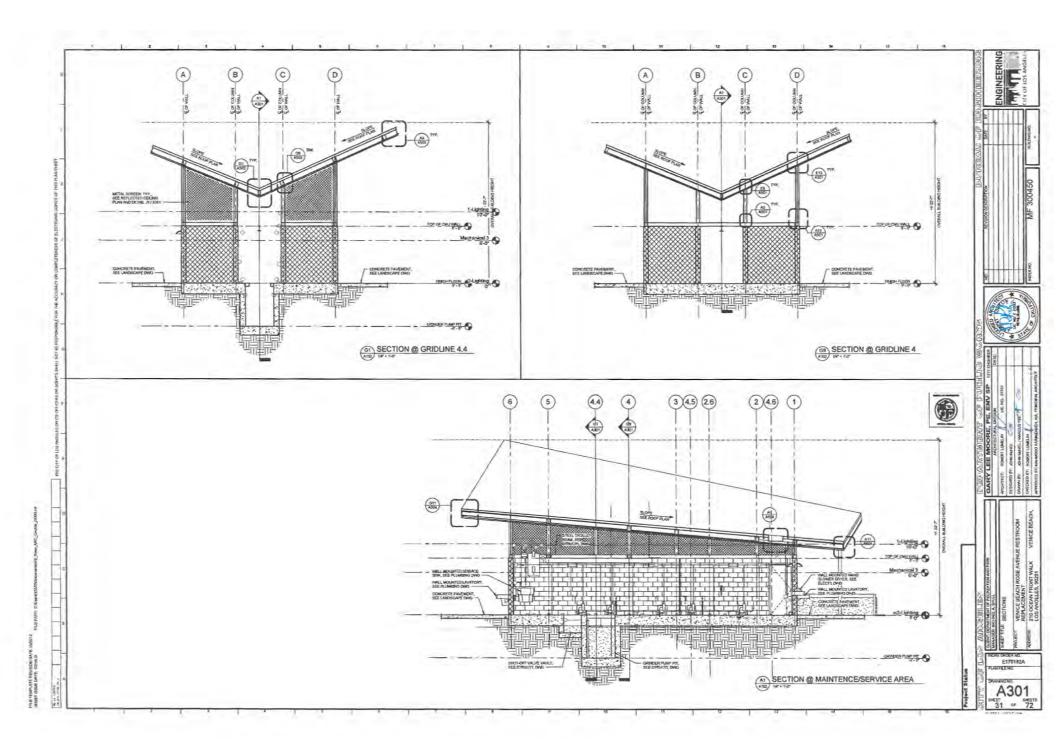


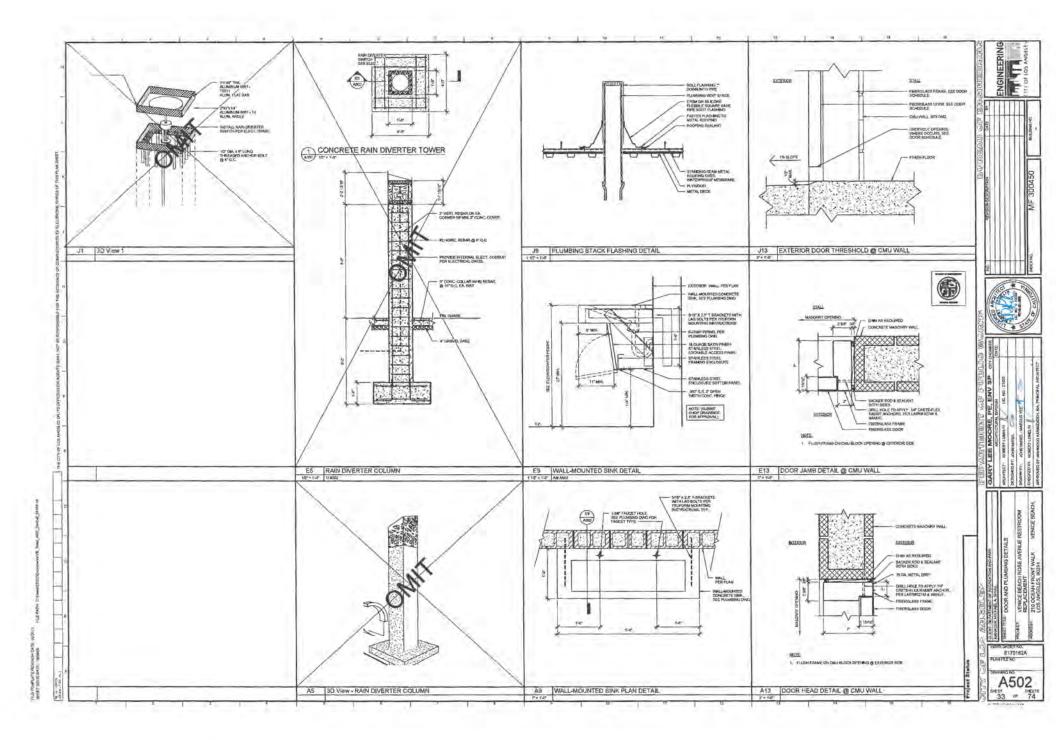
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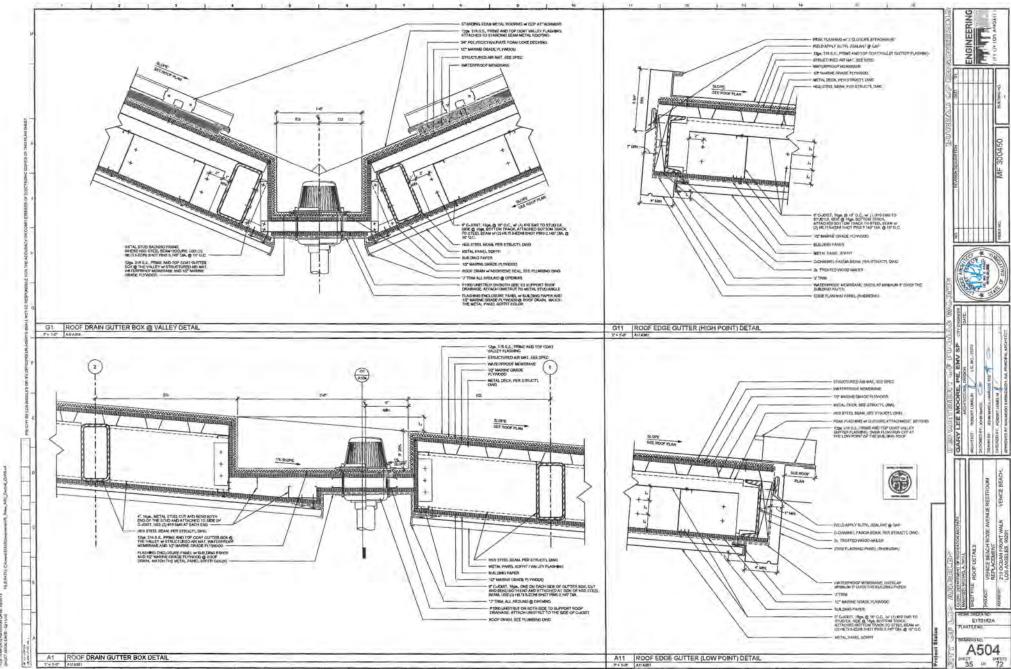


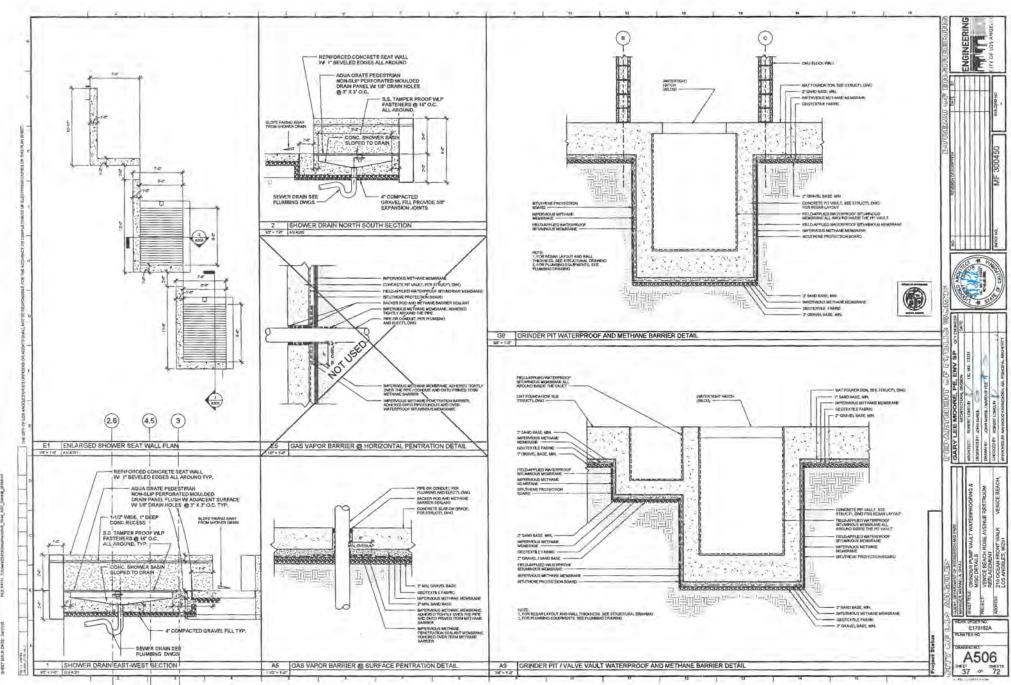




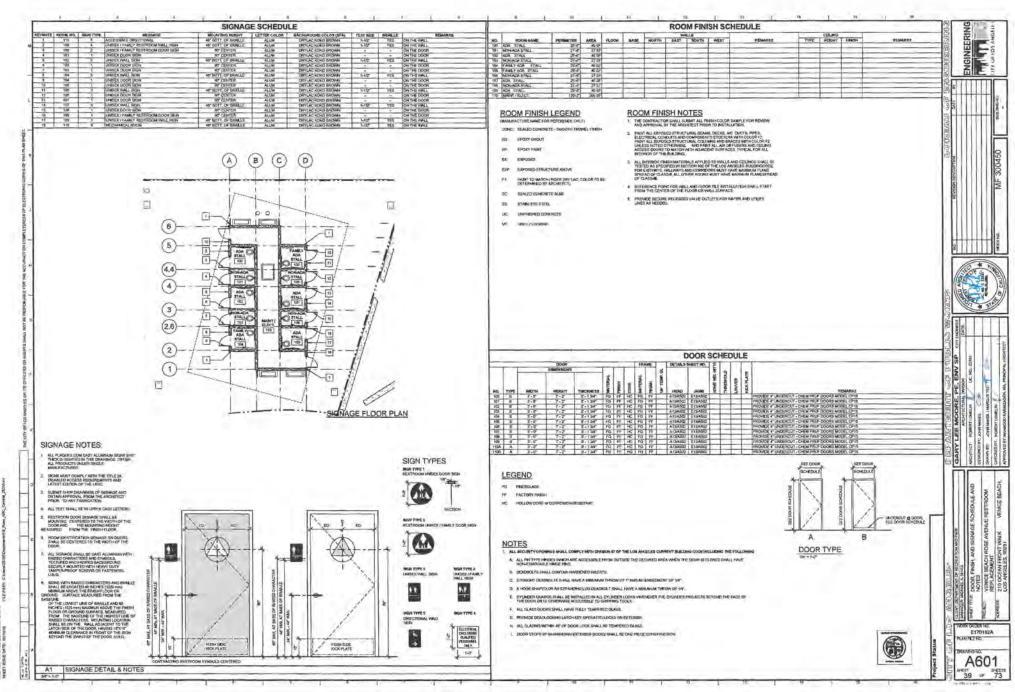








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### GENERAL:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE FIGLIDWING CODES.

  A. CITY OF LOS ANGELES BUILDING CODE 2014 EDITION.

  B. STAMARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "SERVIC", ADOPTED BY THE BOARD OF FUBLIC WORKS OF THE CITY OF LOS ANGELES AS MODIFIED BY
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL THE CONTRACT (DRAWNOS, THE CONTRACTOR SHALL VERIEW ALL DIMENSIONS AND CONDITIONS IN THE PIELD PRIOR TO STARTING ANY VORK, THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES DEFORE PROCEEDING FURTHER
- THE EXCINEER DOES NOT WARRANT THE ACCURACY OF SCALED DIMENSIONS ON ANY PLAN.
  ALL DIMENSIONS SHALL BE AS DESIGNATED ON THE PLANS. THE CONTRACTOR SHALL
  WERRY ALL DIMENSIONS. AND FEELD CONDITIONS AT THE SITE PRIOR TO COMMENCING
  WORK AND/OR FABRICATION AND PROCUREMENT OF ANY ITEM.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NOTES AND DETAILS ON DRAWINGS AND THESE GENERAL NOTES AND TYPICAL DETAILS ARE IN CONFLICT WITH THE CONTRACT RECEPPICATIONS. THE WORT STRINGER'S GRALL APPLY, WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SMALL SE AS SHOWN FOR SIGNARY WORK.
- A STAMPED SET OF PLANS AND SPECIFICATIONS GHALL BE KEPT AT THE JORSHE AT ALL TRIES. THE CONTRACTOR SHALL ALSO MAINTAIN A SEPARATE FULL SIZE SET AND UPDATE. WITH RECORD RE. AS-BUILTH INFORMATION. BOTH. SETS ENALL BE MADE AVAILABLE TO THE WISPECTON, BUILDING GEFFCIAL OR CITY ENGINEER AT ALL TIMED.
- MANUFACTURED MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO THEIR USE. ALL REQUIREMENTS OF THOSE APPROVALS SHALL BE FOLLOWED.

- SEE ARCHITECTURAL DRAWINGS FOR THE FOLLOWING.
  A. SIZE AND LOCATION OF ALL DOOR AND WINDOW OPENINGS,
  B. SIZE AND LOCATION OF ALL DOOR AND WINDOW OPENINGS.
  C. SIZE AND LOCATION OF ALL CONCRETE CURRS, ROOM DRAINS, SLOPES, DEPRESSED AREAS, CHUNGES IN LEVEL CHAMPENS, BROOVES, INSERTS, ETC.
  D. SIZE AND LOCATION OF ALL PLOOP AND ROOF CHINGS,
  DIMERSIONS NOT SHOWN OF STRUCTURAL DRAWINGS.
  DIMERSIONS NOT SHOWN OF STRUCTURAL DRAWINGS.

- SEE MECHANICAL PLUMENIS AND ELECTRICAL DRAWNIGS FOR THE FOLLOWING:
  A. PIPE RUNG, BLEEVES, MANGERS, TRENCHES, WALL, ROOF AND FLOOR OPENINGS, ETC.
  B. ELECTRICAL CONDUIT THINS, BOXES, OUTLETS IN VALLS AND SLASS.
  C. ANCHORMOE AND GRACING FOR ELECTRICAL MECHANICAL OR EDUMENTA.

- ANCHOR BOLTS FOR MOTOR MOUNTS
- SIZE AND LOCATION OF MACHINE AND EQUIPMENT BASES
- PIPE SLEEVES, CONDUITS, DUCTS, INSERTS, AND OTHER SIMILAR EMBEDDED (TEMS SHALL BE IN PLACE PRIOR TO PLACEMENT OF CONCRETE.
- NO PIPES, DUCTE, SLEEVES, OR OTHER MECHANICAL PLUMBING, AND ELECTRICAL TRADE. ITEMS SHALL PAIS THROUGH STRUCTURAL MEMBERS UNLESS SMOWN ON THE STRUCTURAL PLANS OIL APPROVED BY THE CITY ENGINEER.
- SEWER AND UTILITY LINES ARE NOT SHOWN ON THE STRUCTURAL DRAWINGS. REFER TO PULIBING, ELECTRICAL AND CIVIL DRIVANCS FOR LOCATION. THE CONTRACTOR SHALL COORDINATE ALL SEVER AND LIVILITY LIBES WITH THE FOUNDATION DRAWNIGS. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSETENCIES BEFORE PROCEEDING FURTHER WITH THE WORK.
- THE STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED WORK.
  THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL
  THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL
  THE CONSTRUCTION AND THE FILIBLE CULTURES ASSISTED THE MEASURES ENGLISHED THE DESCRIPTION AND MEASURES ENGLISHED BUT NOT BE LAWTED TO AND SAFETY OF BRAGING, GHORING FOR LOADIS DUE TO
  COMSTRUCTION LOADING AND EQUIPMENT, ETC. OBERRYATION VISITS TO THE SITE BY
  THE CITY ENGINEER SHALL NOT INCLUDE RISPECTION OF THE ABOVE TIEMS AND DOSE
  OF AN ANY WAY BELEVE THE CONTRACTOR THOM INSIDERS RESPONSIBILITIES FOR THE
- THE CONTRACTOR SMALL NOT STACK CONSTRUCTION MATERIAL ON ANY ELEVATED ROOF OR FLOOR. THE MATERIAL SHALL BE SPREAD OUT AND THE LOAD SHALL NOT BE ALLOWED TO EXCEED BY OF THE DESIGN LIVE LOAD. PROVIDE ADGOLATE SHORING ANDOR PRACING WHERE STRUCTURE MAS NOT ATTAINED DESIGN STRENGTH ON WHERE 13.
- REVIEW OF SUBMITTALS AND EHOR DRAWINGS WILL BE FOR GENERAL CONFORMANCE WITH HE DESIGN CONCEPT AND CONTRACT OCCUMENTS, NOTED MARRINGS OR COMMENTS SHALL LOTS BE CONFORMED AN ENTEROOR THE CONTRACTOR FROM COMMENTS AND ACCURACY THE CONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY FOR COMPINION AND CONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY FOR COMPINION AND CONTRACTION AND ADMINISTRES AND DIMENSIONS FOR SELECTIVE FABRICATION PROCESSES, FOR TECHNIQUES OF ASSEMBLY FOR PERFORMING WORK IN A DAZE AND SATISFACTOR WANNER.
- THE CONTRACTOR SHALL OBTAIN AND ARRANGE FOR ALL REQUIRED PERMITS AND INSPECTIONS.
- THE CONTRACTOR SHALL PROVIDE PROTECTION FOR PEDESTRIANS AND VEHICLES ADJACENT TO THE PROJECT SITE DURING CONSTRUCTION.
- CONTRACTORS RESPONSIBLE FOR CONSTRUCTION OF A WIND OR SEISMIC FORCE RESISTING SYSTEM COMMONIENT LISTED IN THE "STATEMENT OF SPECIAL IMPRECTION" SHALL DIJUMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE LADES INSPECTORS AND THE COMMENCEMENT TO THE COMMENCEMENT OF WORK ON SUCH SYSTEM OR COMPONENT FOR ABLE, TIOS. 1.

### EARTHWORK & FOUNDATION:

- ALL EXCAVATIONS, SHORING, AND OUT SLOPES SHALL COMPLY WITH CALIFORNIA CONSTRUCTION SAFETY ORDERS AND THE REQUIREMENTS OF THE CITY OF LOS ANGELES. DEPARTMENT OF BUILDING & SAFETY.
- THE CONTRACTOR SHALL NOTIFY THE PROJECT GEOTECHNICAL ENGINEER, OR IT'S DEBIONEE, TO MONTOR, HISPECT, AND APPROVE ANY EXCAVATIONS, SHORING INSTALLATION, FOUNDATIONS, AND THE PLACEMENT OF COMPACTED FILL. THE PROJECT GEOTEC
- THE CONTRACTOR SHALL ARRANGE FOR INSPECTION BY THE CITY OF LOS ANGELES, DEPARTMENT OF BUILDING AND SAFETY, AT LAST 48 HOURS IN ADVANCE. THE DEPARTMENT CAN BE REACHED AT (600) 5742-265 OR (613) 462-0000.
- THE CONTRACTOR SHALL SECURE AND PAY FOR ALL THE NECESSARY PERMITS FOR ALL TRENCHES AND EXCAVATIONS FREE FEET OR MORE IN DEPTH FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO ISQUARICE OF A BUILDING OR GRADING PERMIT BY THE CITY OF LOS ANGELES, DEPARTMENT OF BUILDING & BAFETY.
- URBINICHARGED VERTICAL CUTTI HITO ANYRIOZEDINATURAL SQLLARE ALLOMER TO A MARRIAM DETITI OS FRET, URBINICHARGED DECAMATRIS DESIGNET THAN FIRET TO A MAXIMAM DETITI OS FRET, URBINICHARDED DECAMATRIS DESIGNET THAN FIRET THE GROWN MAXIMAM DETITI OS TO ANYRIOZED DE STANDARDE DESIGNET DE COMPANION DE STANDARDE DESIGNET DE LIBERTA DE CAMATRION DE SHOULD ES BORRED, ALL DECAMATRION DE SHALL PROCSED IN SUCH A MANNERT THAT NO VOIDO AND CONTROLOGO BETWEEN THE BACK OF THE SOUL-RETRIBURING ELEMENT, SOUCH AS BREETEND, AND THE SUPPORTED DON.
- UNLESS DIPPERPAINING IS NOTED ON THE PLANS, SHORING SHALL BE PROVIDED WHISPE THE PROPOSED EXICAVATION CUTS BELLOW A PLANE PROJECTED OUTWARD AND DOWNWARD. FROM THE EDGE OF ANY BUILDING POOTHING AT A BLOPE OF 1:1. ALL SHORING SHALL CONFORM TO SSPWC SECTION 306-1.1
- PRIOR TO COMMENCENTIAL OF MODE, THE CONTRACTOR SHALL FURNISH THE CITY SENDINGER AND VARIETIES POSSIBLED OF THE COLCULATIONS REPRESENTED AND THE COLCULATIONS REPRESENTED AND DESIGNATED CONTRACTOR SHALL SHAPED PROPOSED PROCEDURES AND RESISTENCE COLVEN, OR STRUCTURED, AND EXAMELE FOR MYCHARTHOUS AND THE CONTRACTOR SHAPED AND THE CONTRACTOR SHAPED AND THE CONTRACTOR SHAPED AND THE CONTRACTOR SHAPED AND THE CONTRACTOR OF MEMORY THE COTY BOUNDERS OBLIGATIONS.
- ALL EXCAVATIONS OF FOOTINGS SHALL FIRST BE APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER AND THE DEPARTMENT OF BUILDING IS SAFETY PHIOR TO PLAGEMENT OF THE REINFORCEMENT STEEL AND CONCRETE,
- ALL SOIL TO BE IMPORTED FOR FILL SHALL BE APPROVED AT THE BORROW SITE BY THE GEOTECHNICAL ENGINEER PRIOR TO IMPORT. THREE WORKING DAYS NOTIFICATION TO THE PROJECT GEOTECHNICAL ENGINEER IS REQUIRED PRIOR TO IMPORTING SOIL,
- STRUCTURAL BACKFILL SHALL CONFORM TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT AND SEPVIC SECTION 300-3.1. ALL UNSUITABLE MATERIAL SHALL BE REMOVED AND HAULED AWAY FROM THE SITE.
- ALL RECOMMENDATION CONDITIONS OF THE SECTEMBENG, ENGINEERING SERVICE BY THE CETT OF U.S. ANDELES, DEPARTMENT OF PUBLIC WORK, BUREAU OF GROWNERSHED, CONTROLLED BY A SHAPE OF THE SERVICE SECTEMBENG, ENGINEERING ORGAN POOR THE \$1.5000 DATED DATED JUNE 4, \$104. THE SOIL REPORT APPROVAL LETTER FROM THE DEPARTMENT OF DUBLONG AND DESETY LAUDIS, AND ANY SUPFLEMENTAL DECTECHBOAL REPORTS THEREAFTER SHALL BE RAFT OF THE PLANS AND A COPY OF THIS REPORTS THAT LEE THE ALL BE REFORED THE BOALD THE TAIL THE ALL THE PLANS AND A COPY OF THIS REPORTS THAT LEE REPORTS THE ALL BE REFORD THE PLANS AND A COPY OF THIS REPORTS THAT LEE REFORD THE PLANS AND A COPY OF THIS REPORTS THAT LEE REFORD THE PLANS AND A COPY OF THIS REPORTS THAT LEE REFORD THE PLANS AND A COPY OF THE REPORTS THAT LEE REFORD THE PLANS AND A COPY OF THE REPORTS THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE PLANS AND A COPY OF THE PLANS AND A COPY OF THE REPORT OF THE PLANS AND A COPY OF THE PL

## REINFORCING STEEL:

- ALL REINFORCHUS STEEL SHALL BE DEFORMED BARE, CONFORMING TO ASTM ABIS-80, ALL GRADE BEAM REBARS SHALL BE A-706 GRADE 80.
- WELDED WITE REINFORCEMENT SHALL CONFORM TO ASTM A-165, MESH SHALL BE LAPPED
- ALL BARS SHALL BE CLEAN OF LOOSE PLAKY RUST, GREASE OR OTHER MATERIALS LIKELY TO
- ALL BENDS SHALL BE MADE COLD.
- REINFORCING BARS SHALL BE SPLICED AND BENT IN STRICT ACCORDANCE WITH THE C.R.S.I. PUBLICATION AND DETAIL DRAWANGS. NO KINKS SHALL BE PERMITTED.
- FOR PARK BY THROUGH BY THE CITY ENGINEED SHALL APPRIAGE LAP SINCE (ENGTH NOT SHOWN, BARS SHOWN SPLICED SHALL BE CONTINUOUS AT ALL OTHER LOCATIONS. SPLICES IN ADJACENT BARS BHALL BE STAGGERED AT LEAST ONE BY LICE LENGTH. ALL DOWELS SHALL HAVE THE SAME SIZE AND SPACING. AS THAT OF THE REINFORCING STEEL TO WHICH THEY ARE
- 7. ALL STRUCTURAL REBARS SHALL BE EPONY COATED.

### CONCRETE:

- UNLESS OTHERWISE INDICATED, CONCRETE SHALL CONFORM TO SECTION 201 OF THE
- ALL CEMENT SHALL CONFORM TO ASTM C-150, PORTLAND CEMENT TYPE II, UNLESS
- FINE AND COARSE AGGREGATE SHALL BE NONREACTIVE AND CONFORM TO ASTMIC-33 AND SECTION 201-1-2.2 OF THE BSPAC.
- UNLESS OTHERWISE HOTED, ALL STRUCTURAL CONCRETÉ SHALL BE MARD ROCK 145
  LBBGULFT, COMCRETE STREMENT DINAL COMPORM TO THE FOLLOWING .

  SAB ON GRADE STREMENT DINAL COMPORM TO THE FOLLOWING .

  2009 PM SPECIAL INSPECTO A REQUIRED .
- STATEMENTS OF MIX DESIGN SHALL SE AS PER THE SUILDING CODE AND SHALL SE PREPARED BY A CALSIONIAL REGISTERED COM. OR STRUCTURAL ENGINEER AND SE PROVIDED BY AN APPROVED LORGATORY, CORPUS OF THE STATEMENT SHALL SE IN THE OFFICE OF THE SUILDING INSPECTOR, AT THE BATCH PLANT FROM TO BATCHING OF CONCRETE, AND AT THE ASS THE PROVIDED OF CONCRETE, AND ATTEMENT SHALL SE GUIDMENT OF OR REVIEW AND APPROVAL OF THE PROJECT STRUCTURAL ENGINEER PRINCIPLES OF CONCRETE.
- CONTINUOUS INSPECTION OF CONCRETE BY A DEPUTY INSPECTOR IS REQUIRED. FOR CONCRETE STRENGTHS OVER 2500 PSI, TO BE PROVIDED BY THE CITY.
- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE 2014 EDITION OF THE LOS ANGELES CITY MILLIAND CODE AND THE LATEST EDITION OF A.C.). BUILDING CODE REQUIREMENTS FOR BITHICTURAL CONCRETE (ACI 318), INCLUDING BAR BENOS AND HODKS, UNLESS DETAILED CHIERMASE.
- ANCHOR BOLTS, DOWELS, REINFORCING STEEL, INSERTS, ETC, SHALL BE RECURELY THED IN PLACE PRIOR TO POURING CONCRETE, CONCRETE BLOCKS SHALL ONLY BE USED TO SUPPORT REINFORCING OFF GROUND.
- THE LOCATION OF CONSTRUCTION JOINTS OR POUR JOINTS, SHALL BE AS SHOWN ON PLANS OR AS APPROVED BY THE CITY ENGINEER PRIOR TO POURING CONCRETE.
- 10. NOTIFY THE CITY ENGINEER AN HOURS PRIOR TO ALL POURS.
- ALL EJISTING CONCRETE SURFACES IN CONTACT WITH NEW CONCRETE AND ALL CONSTRUCTION JOINTS SHALL BE ROUGHENED TO I'M, AMPLITUDE MINIMUM.
- 12. ALL FOUNDATIONS AND PILES SHALL BE POURED AGAINST UNDISTURBED NATURAL SOIL, OR COMPACTED FILL. THE PROJECT GEOTECHNERAL ENGINERS SHALL INSPECT ALL FOUNDATIONS, PILES, AND BOIL PROON TO PLACING REINFORCING STEEL THE PROJECT GEOTECHNICAL ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF
- 1). ALL EXPOSED EDGES AND CORNERS SHALL BE CHAMPERED 3/4", OR HADIUSED TO 1/2" R.
- 14. ALL CONCRETE SHALL HE CURED IN ACCORDANCE WITH SECTION 2016-130 OF THE SERVE UNLESS OFFICIANTS WOTED, THE CITY ENGINEER MUST FIRST APPROVE THE UNE OF MEMBRING CURRING COMPOUNDS, IF APPROVED FOR USE, THE CONTRACTOR SHALL SUBMIT SAMPLES OF MATERIALS AND LOCATION OF USE FOR FINAL APPROVAL BY THE
- BEFORE CONCRETE IS POURED, CHECK ALL TRADES TO INSURE PROPER PLACEMENT OF ALL OPENINGS, SLEEVES, CURBS, CONDUITS, EMBEDDED MATERIALS, ETC. RELATING TO THE WORK.
- ANCHOR BOLTS, DOWELS, REINFORCING STEEL, HISERTS, ETC., GHALL BE SECURELY TIED IN PUACE PRIOR TO POURING CONCRETE, CONCRETE BLOCKS SHALL ONLY BE USED TO SUPPORT HEINFORCING FOR GROUND.
- THE CONTRACTOR SHALL COORDINATE FOR CONTINUOUS INSPECTION FOR ANCHOR GOLTS OR READED STRIDG EMBEDDED IN CONCRETE PRIOR TO AND DURING THE PLACEMENT OF CONCRETE TO BE PROVIDED BY THE CITY.
- ALL SLEEVES NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL BE LOCATED BY THE TRADES INVOLVED AND SHALL BE APPROVED BY THE CITY ENGINEER.
- NO STAKE, STEEL OR WOOD WILL BE PERMITTED IN ANY CONCRETE POUR, UNLESS OTHERWISE SHOWN ON THE FLANS TO REMAIN. SUSPEND FORMS FROM ABOVE THE POUR.
- FINAL SLABS SHALL BE LEVEL TO WITHIN 1/8" WHEN MEASURED WITH A 10 FEET STRAIGHT EDGE AND WITHIN 1/2" IN ANY 30 FEET BAY.
- NON-SHRINK GROUT SHALL HAVE A MINMUM 31 DAYS STRENGTH OF 2,000 PSI. CONTRACTOR TO SUBMIT MIX DESIGN FOR APPROVAL TO THE CITY ENGINEER, PRIOR TO

### SPECIAL INTERECTION.

- WHEN EPOXY IS USED SPECIAL INSPECTION IS REQUIRED
- 1. WHEN BROWN IS SELECTED BY RECUIRES SPECIAL INSPECTION
  3. ALL CONCRETE WITH RC > 2500 PSI RECUIRES SPECIAL INSPECTION
  5. ALL MASONRY WALL CONSTRUCTION REQUIRES CONTINUOUS SPECIAL INSPECTION
  4. FIELD MELDIMO REQUIRES CONTINUOUS SPECIAL INSPECTION







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### GENERAL NOTES FOR STRUCTURAL OBSERVATION

- ETRUCTURAL OBSERVATION IS REQUIRED FOR THE STRUCTURAL SYSTEM IN ACCORDANCE WITH THE SHORMATION BUILLETIN HID, PRIC 2002-028 STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION AT THE CONSTRUCTION SITE OF THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEM AT SIGNIFICANT CONSTRUCTION STRUCES AND THE COMPLETE STRUCTURAL SYSTEM AT SIGNIFICANT OF DISCHAPPING PLANS AND SPECIFICATIONS. STRUCTURE FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS. STRUCTURE FOR GENERAL DOLD SHOT WANTE THE RESPONSIBILITY FOR THE INSPECTIONS.
- THE OWNER SHALL EMPLOY A STATE OF CALPORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER OR LICENSED ARCHITECT TO PERFORM THE STRUCTURAL DESERVATION. THE DEPARTMENT OF SURDING AND SAFETY (LADSS) RECOMMENDS THE USE OF THE ENCIRED OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN WHO ARE INDEPENDENT OF
- THE STRUCTURAL OBSERVER SHALL PROVIDE EVIDENCE OF EMPLOYMENT BY THE OWNER OR THE OWNER'S REPRESENTATIVE. A LETTER FROM THE OWNER, THE OWNER'S REPRESENTATIVE, OR A COPY OF THE AGREEMENT FOR SERVICE SHALL BE DEN'T TO THE BUILDING INSPECTOR BEFORE THE PRIST SITE VISIT.
- THE DYMER OR COMBERS REPRESENTATIVE SHALL COORDINATE AND CALL FOR A MEETING BETWEEN THE SHOULDESS OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN. STRUCTURAL OBSIGNERY, CONTRACTOR, APRICE TO SURCOHINACTORS AND DEPTURAL STRUCTURAL ELEMENTS AND CONNECTIONS THAT AFFECT THE VERTICAL AND LATERAL COORDINATED AND CONNECTIONS THAT AFFECT THE VERTICAL AND LATERAL COORDINATED AND CONNECTIONS THAT AFFECT THE VERTICAL AND LATERAL COORDINATED AND CONTRACT OF THE MEETING SHALL BE INCLUDED BY THE STRUCTURE AND OF REMEMBERS OF THE RECURRISE OBSERVATIONS. A RECORD OF THE MEETING SHALL BE INCLUDED BY THE FIRST OBSERVATION REPORT SHAMPLED TO THE BUILDING IMPETERS.
- THE STRUCTURAL QUEENÉES SHALL PERFORM SITE VISITS AT THOSE STEEPS METRE PROGRESS OF THE VORTE HAT ALLOWED RESIDENCES OF THE WISHEST WAS THOSE SHREET WHITE OF THE WORK HINDLYED, AT A MIRHAMA. THE LESTED SHOPEPART CONSTRUCTION STACES ON THE FOLLOWING STRUCTURE AS THE WORK HINDLYED, AT A MIRHAMA. THE LESTED SHOPEPART CONSTRUCTION STACES TABLE REQUIRE A SITE VISIT AND AN OBSERVATION BEFORE THE PERFORM THOM THE STRUCTURAL ORSERVATION STACES.
- THE STRUCTURAL GREENVER SHALL PREPARE A REPORT OF THE STRUCTURAL OBJECTIVES. THE STRUCTURAL GREENVER SHALL PREPARE A REPORT OF THE STRUCTURAL OBJECTIVE OF THE STRUCTURAL OBJECTIVE OF THE STRUCTURAL OBJECTIVE OBJECTIVE OF THE STRUCTURAL OBJECTIVE OBJECTIVE
- A FINAL OBSERVATION REPORT AND THAT OF THE REGISTERED DEPUTY INSPECTOR. MUST BE SUBMITTED WHICH SHOKE THAT ALL OBJECTIVE DEPOTATIONS WERE BUSINESS OF MANY STRUCTURES STRUCTURE. SYSTEM GENERALLY CONFORMS WITH THE APPROVED FAME AND SPECIFICATIONS. THE DEPARTMENT OF BUILDING AND EASETY (ADRIGN HILL NOT ACCEPT THE STRUCTURE) WORK WITHOUT THIS FIRM, OBSENVATION REPORT AND THAT OF THE REGION FROM THE CORRECTION OF SPECIFIC DEPOTENCES.
- THE STRUCTURAL DISSERVER SHALL PROVIDE THE ORIGINAL STAMPED AND SKINED STRUCTURAL OBSERVATION REPORT TO THE CITY OF LOS ANGELES DEPARTMENT OF SUILDING AND SAFETY BUILDING INSPECTOR.
- WHEN THE OWNER ELECTS TO CHANGE THE STRUCTURAL OBSERVER OF RECORD. THE
  - OWNER SHALL:
    A. NOTIFY THE BUILDING INSPECTOR IN WRITING BEFORE THE NEXT INSPECTION BY

  - MOTHET THE BUILDING INSTELL OF A WINTER DEFORE THE HEXT MERCHOLD BY SUBMITTING COMPLETED STRUCTURAL DESERVATION PROGRAM AND DESIGNATION OF THE STRUCTURAL DESERVER FORM WERDING PRAT 2; CALL AN ADDITIONAL PRECONDATION OF MERCHAND, AND FURNISH THE REPLACEMENT STRUCTURAL OBSERVER WITH A DOPP OF ALL PREVIOUS DESERVATION REPORTS.

THE HEPLAGEMENT STRUCTURAL OBSERVER SHALL APPROVE THE CORRECTION OF THE ORIGINAL OBSERVED DEFICIENCES UNLESS OTHERWISE APPROVED BY PLAN CHECK SUPERVISION. THE POLICY OF THE GEPARTMENT SHALL BE TO CORRECT ANY PHOPERTY NOTED DEFICIENCIES WITHOUT CONSIDERATION OF THEIR BOUNCE.

10. THE ENGINEER OR ARCHITECT OF RECORD SHALL DEVELOP ALL CHANGES RELATING TO THE STRUCTURAL SYSTEMS. THE BUILDING DEPARTMENT SHALL REVIEW AND APPROVE ALL CHANGES TO THE APPROVE PLANS AND STEECH-CATTOR.

## STRUCTURAL DESERVATION SIGNE (CANT CONSTRUCTION STAGES (ONLY CHECKED ITEMS ARE REQUIRED)

FIRM OR INDIVIDUAL TO BE RESPONSIBLE FOR THE "STRUCTURAL OBSERVATION" NAME NASSER RAZEPOOR ☐ LICENSED ARCHITECT ■ REGISTERED ENGINEER

PHONE: (213) 485-4563 CALIFORNIA REGISTRATION NUMBER: \$ 3554

CONSTRUCTION STAGE	CONSTRUCTION TYPE	ELEMENTS/ CONSTRUCTIONS TO BE OBSERVED
POUNDATION	D FOOTING, STEM WALLS, PIERS 50 ANT FOUNDATION ID CASSON, PILE, GRADE BEAMS DISTEPPHOR RETAINING FOUNDATION, RESIDE SPECIAL ANCHORS ID OTHERS:	RESAR GES, GINCING, MC (RPTH)
YWLL.	B CONCRETE B MASCHRY D WOOD D OTHERS:	RESAN SEE HIS SPACING
FRAME	DISTEEL MOMENT FRAME DISTEEL BRACED FRAME CONCRETE MOMENT FRAME MANORY MOMENT FRAME OTHER:	BEAN VELCING XTIAD-ENENT
CIAPHRAGM	☐ CONCRETE ☐ STEEL DECK ☐ STEEL DECK ☐ OTHERS:	SAFEKASH YOLBRAN HILIDAYA ATTACHSIADIT SACK SETIL LAMSOLT
OTHERS		

### DECLARATION BY DYNER OR OWNER'S REPRESENTATIVE

I. DITHE OWNER OF THE PROJECT. DITHE DWINEA'S REPRESENTATIVE DECLARE THAT THE ABOVE LISTED FIRM OF INDIVIDUAL IS HIREO BY ME TO BE THE STRUCTUAL DESERVER.

SIGNATURE DECLARATION BY ARCHITECT OR ENGINEER OF RECORD (REQUIRED IF THE STRUCTURAL DESERVER IS DIFFERENT FROM THE ARCHITECT OR ENGINEER OF RECORD)

THE ARCHITECT OR ENGINEER OF RECORD FOR THE PROJECT DECLARE THAT THE ARCHITECT DISTRICT INDIVIDUAL IS DESIGNATED BY ME TO BE RESPONSIBLE FOR THE "STRUCTURAL OBSERVATION"

SIGNATURE LICENSE NO DATE

#### STRUCTURAL DESERVATION PROGRAM AND DESGNATION OF THE STRUCTUAL OBSERVER

PROJECT ADDRESS: ROSE AVENUE / OCEAN FRONT WALK, VENICE BEACH PERMIT APPL, NO

DESCRIPTION OF WORK: VENICE BEACH ROSE AVENUE RESTROOM IMPROVEMENTY

OWNER: CITY OF LA ARCHITECT: ENGINEER: NASSER RAZEPOOR

## STRUCTURAL OBSERVATION (ONLY CHECKED ITEMS ARE REQUIRES)

FIRM OR INDIVIDUAL TO HE RESPONSIBLE FOR THE "STRUCTURAL ORSERVATION

NAME WASSED DATEDOOD DUDNE OLD ANSASSA PANTERONIA DEPUNTBATION MINISER - E 150

FOUNDATION	WALL	FRANE	DIAPHRADM
D FOOTING, STEM WALLS, PIERS	CONGRETE	STEEL MOMENT FRAME	CONCRETE
MAT FOUNDATION	■ MASONRY	STEEL BRACED FRAME	M STEEL OECK
CAISSON, PILED, GRADE REAMS	□ Wood	CONCRETE MOMENT FRAME	D WOOD
DISTEPPTS/ RETAINS FOUNDATION HILLSIDE SPECIAL ANCHORS	OTHERS:	☐ MASONRY WALL FRAME	OTHERS:
DI DTHERS: CONC. SLAB-ON-GRADE	STUD	DOTHERS:	

#### DECLARATION BY OWNER

THE OWNER OF THE PROJECT, DECLARE THAT THE ABOVE LISTED FRIM OR INDIVIDUAL IS HIRED BY ME TO BE

SIGNATURE

DEGLARATION BY ARCHITECT OR ENGINEER OF RECORD; (REQUIRED IF THE STRUCTURAL OBSERVER IS DIFFERENT PROM THE ARCHITECT OR ENGINEER OF RECORD)

THE ARCHITECT OR ENGINEER OF RECORD FOR THE PROJECT, DECLARE THAT THE ABOVE LISTED FIRM OR INDIVIDUAL IS DESKINATED BY ME TO BE RESPONSIBLE FOR THE "STRUCTURAL DESERVATION".

SIGNATURE LICENSE NO.

LEGEND

DETAIL TITLE MARK

MEW TITLE MAKE DETAIL NUMBER VIEW SCALE SHEET NO WHERE - WEW SCALE

DETAIL REFERENCE

SIMILAR (WHERE APPLIES)

DETAIL CALLDUT

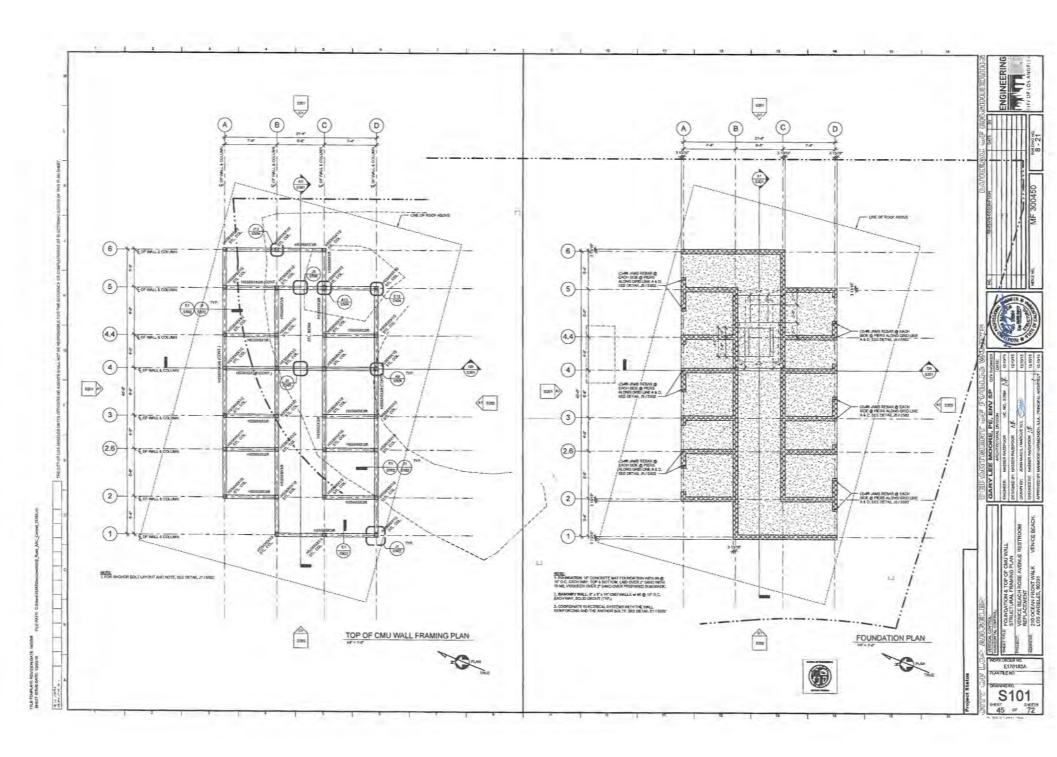
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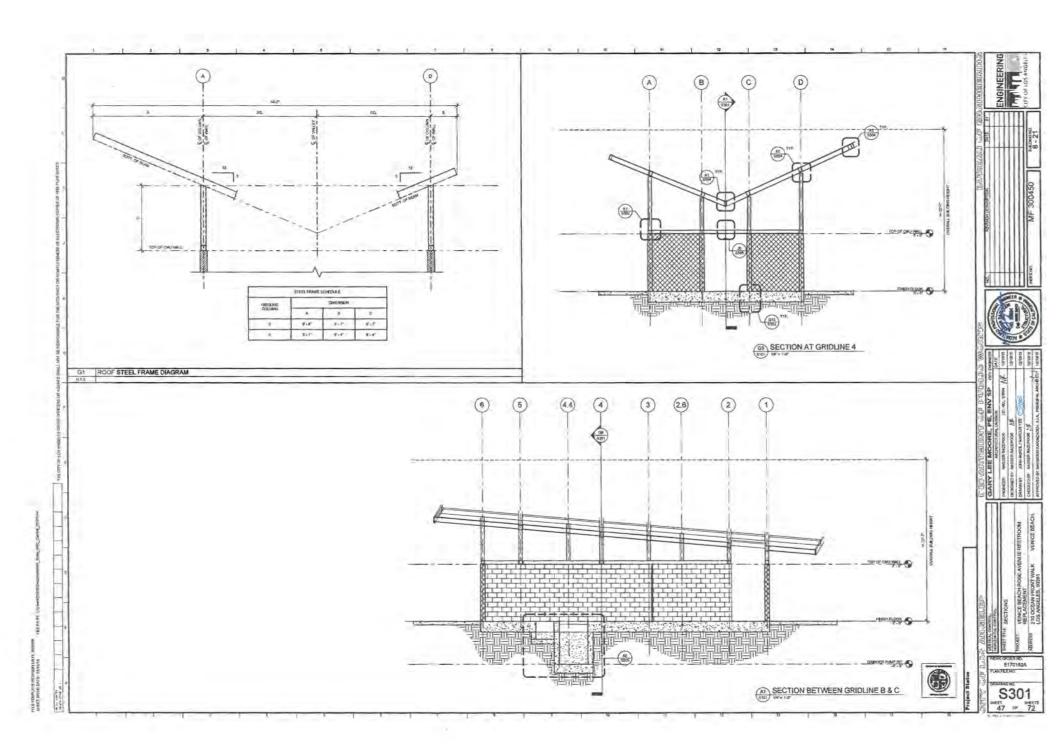
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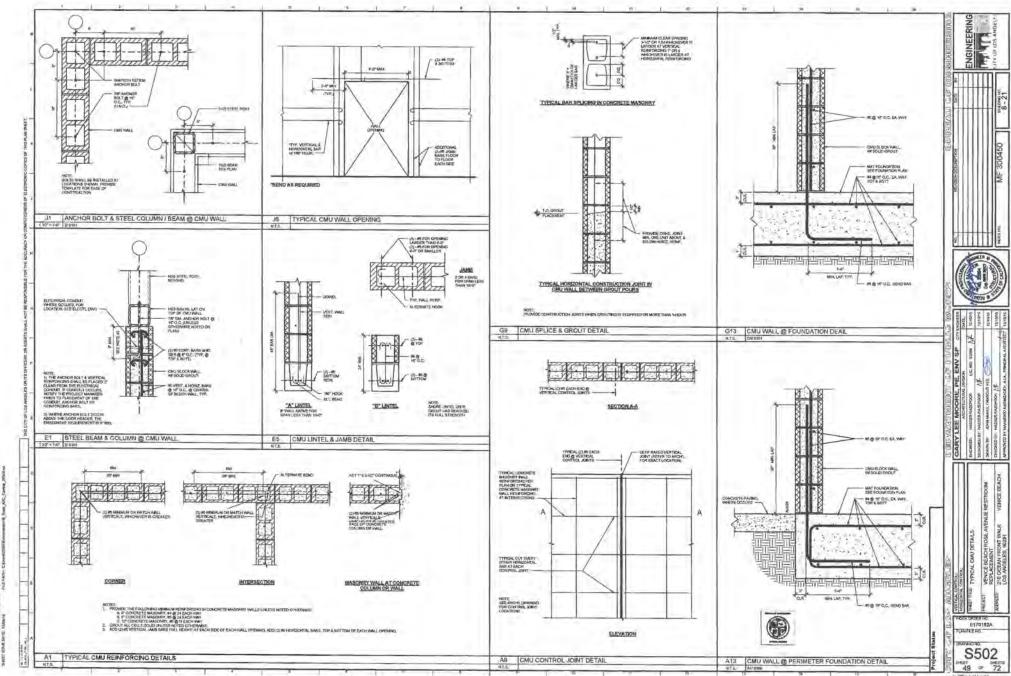
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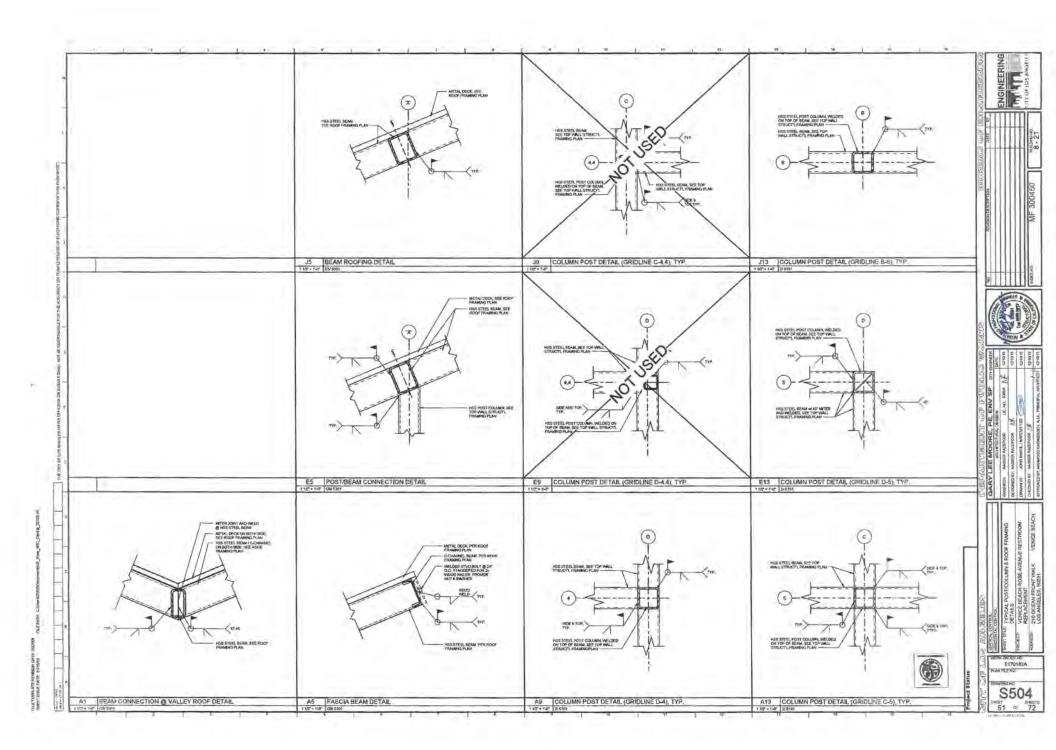
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				PLU	<b>YOK</b>	E FIXTE	URBA	CHECKLE	ŧ .						
UNIT	104 T. Physic	RO	ESZE HORTSCHHOO HILHDUO			ROUGHAN CONNECTION NEED			ROUGHAN CONNECT			253	BRAHCH NZS		PENADE
HC.	DESCRIPTION	TRAP	344	¥	DFU	CW	194	CW	HHW	Against .					
ME-IH	WATER CLORET WALLMOUNTEDY	per).	*	Ţ	1	1-14	-	1-100	-	ACCONDUCTIONS COMPANY POINT WATE TRANSMENTAVIAGO BLOWDIA JET WALL CUTLIET DRIVILOR TOLLET WALL TROUBESS IT WALL TYPE BLOCK, PROVIDE HET 128 GRY INFORMALIC FILISH VALVE, AND COMPLIANC,					
WG-F	WATER CLOSET (VALL-MOUNTED)	int	•	-	8	1-14		1-12	-	ACONNEWSWEITING COMPANY FROM WHEE HTS-VH-141ET-PAY BLONOUT JET WALL CUTL'EET OFF-FLOOR FORET, WALL THICKNESS, ST WALL TYPE SLOCK, PROMOE HET LIST OFF INTOTALLE FLUSH VALVE.					
Lith	LAWATORY	+10"	*	1-10	A	107	ıcr	100	ier	SCHOOL CAST STORM WOOD, INMEATING, SIDE OF, I STWY A SANTWARD WAS FANCED A THAIR SCHOOL FOR A SICKLE AN EXPOSED OF CONCERN CO., OR SECTION AND SCHOOL AND SCHOOL OF SCHOOL OF SANCED WAS FALLY AS SCHOOL OF SANCED WAS ASSET OF SANCED WAS ASSET OF SANCED AND SANCED AN					
164	(FLOOR MOLEVIED)	r	7	7	2	10	1/2	345	ár	ACORD ENDIFIETING DOMPANY TERRAZZOANNIE DRIDY FRONT NOP SANE. TO/AS 22 SOLIAME, WITH BEENINE DOME STRAINER (BCB) AND REAR SEDS TELIAS FLA (TYT) PROVINCE, AMERICAN STANDARD ENALPEZ EXPORED YORK WALL-MOUNT UTE, ITY FAUCET					
PBP-1	REDUCED PRESSURE 20NE BADIFLOW PREMINIDA ASSEMBLES	-	_	_	_	r	_	7	-	FEDICO MASTERIERES 2-YET (FRINKOP RECULOR PRESIDENZONE IMPORTOMORADA MASTERIERA, INC. SINC.)					
HB-f	HOSE SHEET	-	-	-	-	28	-	24"	-	WOODFORD WALL FAUCET WITH CHRONE PLATED BOOK MODEL REVOIL, MAY MALE HODE THREAD, ANTHOPHON WAGLING BREAVER, AND METAL WHEEL HANDLE THICLORED BY A TILBH MOUNTED WALL, BOX, TAP, MLO, LETTED.					
P) Y	YICAP PROJECTI WILVE	Ţ	-	-	-	7	NZ	-	-	PRICEBON PLINARNO PRODUCTS MODEL PLATO WITH DUA GESTRIVITION SYSTEMS, ALTOWARD THAP PRIMES VALVE, WITH BRANCE DODY CONSTRUCTION.					
444	WATER HAMMEN AMENTOR	_	_	_	_	_	r	~	_	PRECISION PLINEINO PRODUCTS MODEL CO-100s, VAPER HANNON ARRESTORIC PRIC SIZE 17					
ir)	EXPANSION TAVAS	-	-	£	-	-	-	-	-	PROPERTIES MODEL IN STATEMENT MODEL 2 CALLON TARM VOLUME JAY CONFICTION IF DIA 7 IS 15 15 HIGH EMPTAY 1 M.S.					
N=1	DRINNING FOUNTAIN	-	-	-	-	-	-	-	-	WO'ST DEPRIMABLE FOUNTAINS, NIC. WO'DEE MISSINGS					
11-11	BEACH SHOWER	-	=	-	-	-	-	-	-	PRITARE PETE SEACH SHOWER MODEL - ERPT 1871, HIGH BERRIN FCS-YOM/RM 1214 15 GNN RIAL CONCRAGE IRRAY SHOWER HEAD AND POOT WHEN.					
D-1	FLOCR DRAW	-	-	-	-	-	-	-	-	MY R, SMITH MPQ, CO, 2210Y-62-PRESU FLOOR DIVIDE WITH A NZ ROUND FORM AND SECURENT REDIETS. PREVIOUS TRAFFIRMER CONNECTION AND VARIOUS CHARLES.					

					GR	INDER	PLIM	PE.	CTOF	SCH	HEDULE
INT NO. HAVE HOSEL LOCA			LOCATION	CAPACITY	OSO4 PPE-SZE	ELECTRICAL DATE					HEMMAS
	HOLE HOUSE LOCATION VALUE OFFICENCE	PLANT CONTRATION POINT	PPEAZE	VOLYAGE	24,45	BHP	RATED	RPM.	HILDONIS.		
04-1	HOMA	окентис /м.	WET WILL	STOPM @ 18.2 FEET TOTAL HEAD	344091	230/60/2	1	4	19.44	\$490	SAMERGRILE ORDINOS MANY WITH IMPROVED STAMPESS STEEL PRESS CATTING SYSTEM DRIVEN BY EXPLOSION PROOF MOTOR.
042	HOMA	QRF41/SIC FM	WET WELL	STOPN Q 132 FEET TOTAL HEAD	эмсн	250V/6042	÷	è	10.44	3452	

	E	LECTRIC	WATER	HEATER AND	EXPAN	ISION T	ANKS	CHEDI	JLE
MAT NO.	une.	HODEL	Controls	COSATION SERVICE	STORAGE	AGE ELECTRICAL			
C-MI PRO	WY.	marc	MODEL COMMON		(GAL)	VOLT-PHIC	WATE	VERNIT	REWARD
ENHI	BNADFORD WHITE	304-1904/-1	JANETOR RM	RESTROOM FACILITY	ж	296-1-60	15KW	1604.00	FLEGTING WATER HEATER, 27 OM X. AF H. PRICHES THERMALTING, WIDEL ST-0 DEEMS PERMANDEN VANC.

EF PARENCY CYS	EVEATION	13						
1. ADDRESS (	XEARER	METAL	K.VENCE NO	ACK LOS ANGILL	es cases	22		
E STREET 190	SSURE W	M.E.	WH. TAPA	LIFE OCEAN FIR	WALK	¥.		
1 SEE OF ME	ER 1 IN	нити	MATERIAL TO	ORM METER D	AFACITY.			
A PRESSURE	015 1146	NOH NE	Tie et 100	AN HEER PAR	IPA-R	RECORDER	Mapa	124 P.St.
4 INDURE	JOES THR	SANTA	bevis, in	ERICO MASTERISO	MES 2-10	*LFMM-CI	Bh .	12 P.S.C
A RESTATION	ROM WK	ER WET	ER OR FURLY.	TO HOHEST FIXT	WE-AF	t		
7. LOSS DUCT	ÓBLEVAT	ON AFT.	NO.436+					20.54
WHEREDIAL PR	ESSUNE	REGUME	D VOR FIAGE	HOMETER VALVE			2	P.31
REPRESENTE A	MALABLE	FOR FRE	CTIÓN COSO,	PAFLI			2	SPAL
10. LENGTH FR	CIMPURTE	RMÉTER	SEPRE H	FURTHEST HAT	ME 1 360	91.	. *	
11. DEVELOPE	DLENGTH	DL: 200	PT, & 123% •	440 FY				
			DI AND	ER 106 FT. (AF PRIT				LINE
13. TOTAL ELD	GCWR	muteur	ars TL	U N 0	P.M.			
12 MISE CW.	DEMAND	FUTURE	DEMANDY_	II GPM				
15. FOTAL BLD	G CW D	MAND:	70 G.F.M					
M, NIZE OF BL	00.CW	ERVICE	1 NO					
BASE CALDIS. AND SET RECV FOR COLD WA	PLOXITY		A 19-11	BASE CALITIES AND SETTINGS Y FOR HOT WAT	PELOCITY	110,40	20.000	9
PPP HIZE	DPM	FERRIS	EV9TR	PROFE SETS	GPM	THATLUE	ETHERS.	
. Tresace	LAP M	9.7.	T.N.	No. of party	CLF AL	FIE	F.V.	
W	2	=		112	2	. 1	-	
216			-	A.er	7		-	
	1	27		6	12	10	-	
5-94	87	46	10	1-1/6"	119	2	-	
1-10-	**		33	1-12	27	All	-	
	- 70	total a	490	-	12			

T W 29 12 T 1 1W -DAY CONTACT: Q (21) DIT-1225 STATIC WIFER PRESSURE HIGH TO FEE LOW 7+ FIN Q 15 FT.

### GENERAL NOTES - PLUMBING

1. YESEY ALL CONDISIONS AND CONSTRUCTOR AT ADMITTE PROOF TO START OF NEW WORK.

2 LISCATIONS OF PLANSING APPARATUS AND EQUIPMENT INDICATED ON THE ORANINGS ATTE APPROXIMATE ONLY AND SHYLL BE OWNERD TO MEET THE APPROXIMATE ONLY AND STRUCTURAL CONDITIONS AS INFORMED.

5. ALL PLUMBING FOTURES, PIPENG MATERIALS, AND WORK SHALL RETH ACCORDANCE WITH THE CLIMENT LA CITY AND CALFORNA PLUMBING COCKS.

AL PLUMING HITEL PACTURES, VALVES, AND BOUPMENT SHALL HE REPLY

PLUMING PUTURES AND EQUIPMENT SHALL HAVE SIGNATING VALVES ON WATER SUPPLY LINES. SIGNATING VALVES SHALL BE SALL VALVES WITH BRONDE CONSTRUCTION.

ALL RUGH VALVES WATER HAMMER MASSIONS, SHUT-OFF VALVEL AND OTHER PLUMBING EXEMBET AND ACCESSIONS.

SHALL BY ACCESSIONS.

TEXAMENTS:
A NOTICE AND COMPLICATION LIST MEDICAL APPROXIST TYPE.
A NOTICE RECEIVED CETTAL EARY DAT INCRESSOR AND PROCESSIONATE.
A NOTICE RECEIVED CETTAL EARY DAT INCRESSOR AND PROCESSIONATE.
CHAPTER DESCRIPTION CETTAL EARY DATA INCRESSOR AND PROCESSIONATE.
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FOR MALE AND PROCESSIONATE.
CHAPTER DATA INCRESSOR EARY PROCESSIONATE.
CHAPTER DATA INCRESSOR EA

ID. WASTE SIDE, AND WITH PIPPING MATERIALS SHALL SE CAST HIGH.

HORECONTAL DRAINAGE PIPE ISHALS HAVE MINIMAN IN INCH PITE FOOT SLOPE FOR PIPE SIZE LESS THAN I MICHIEL AND IN INCH PER FOOT SLOPE FOR PIPE SIZE EQUAL OR CREATER THAN A MICHIEL

2. ODD/WATER A RELOWINGUAGO P AND BINALER, TYPE & WARD COPPER, CAST- COPPER-ALLDY RIGLES-ARRH TRESSURE HTTHISS, AND SOLDED CASTS. BY CONTRACTS AND SOLDED CASTS.
3. OF THE SOLDED CASTS.
4. OF THE SOLDE

14. LAWATORY FALCETS AND ERR. FALCETS INTO DOCUMENT SERVICE SINC SHALL MEET THE FLOW REQUIREMENTS OUTLINED BY THE APPRIANCE ETTENBERY STANDARDS (TITLE 24) AND CHAPTER 4 OF 2014 CITY OF LIST AMERICAN CODE.

18. HORIZONTAL STOWN DRAW PRING AT COLLING SHALL HAVE IN WICH PER FOOT SLEVE.

IS DAS SUPPLY FIRMS SHALL BE SCHEDULE IN BLACK STEEL PITTINGS SHALL BE BEADED STANDARD WINDLY, GALVANZED, MALEABLE BION WITH THRESPES COMPACTIONS.

19. YATER HEATER SHALL HE CERTIFED AND LETTED BY THE CALIFORNA ENERGY COMMISSION

DE THE CONTRACTOR SHALL FAY FOR INSTALLATION COSTS AND COMPESTION/FEED FOR ALL LITELITIES.

21: ANY PERSONAL THROUGH FIRE RATED ASSEMBLES SHALL SETTIONERS. FATCHED FROMISED.

22 NEW PLANTING FETURES AND FITTINGS SHALL NOT EXCEED THE MAXIMUM ALLOWARDS FLOWINGTO BECCHOOL ASSESSED BEALDING CODE.

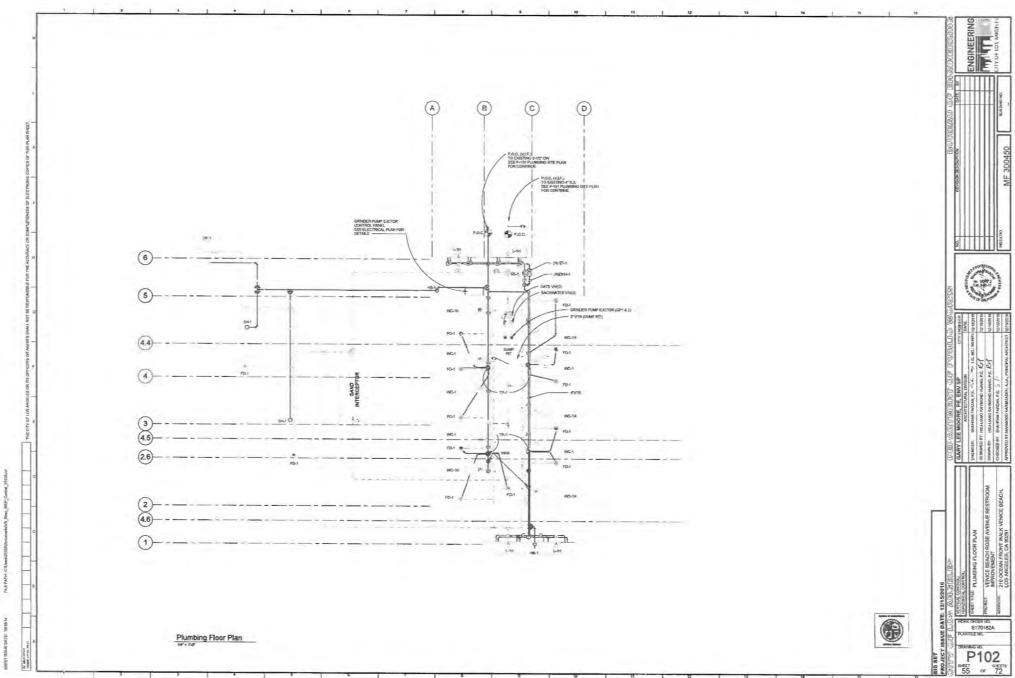
22 ML FALCETS IN FASILE RESTROOMS SHALL BE SELF-CLOSING ON SELF-CLOSING METERING PAICETS, METERS FAIRETS SHALL DELIVER A MAJAHUM OF RUS CALLOTS PER CYCLE PER LISE.

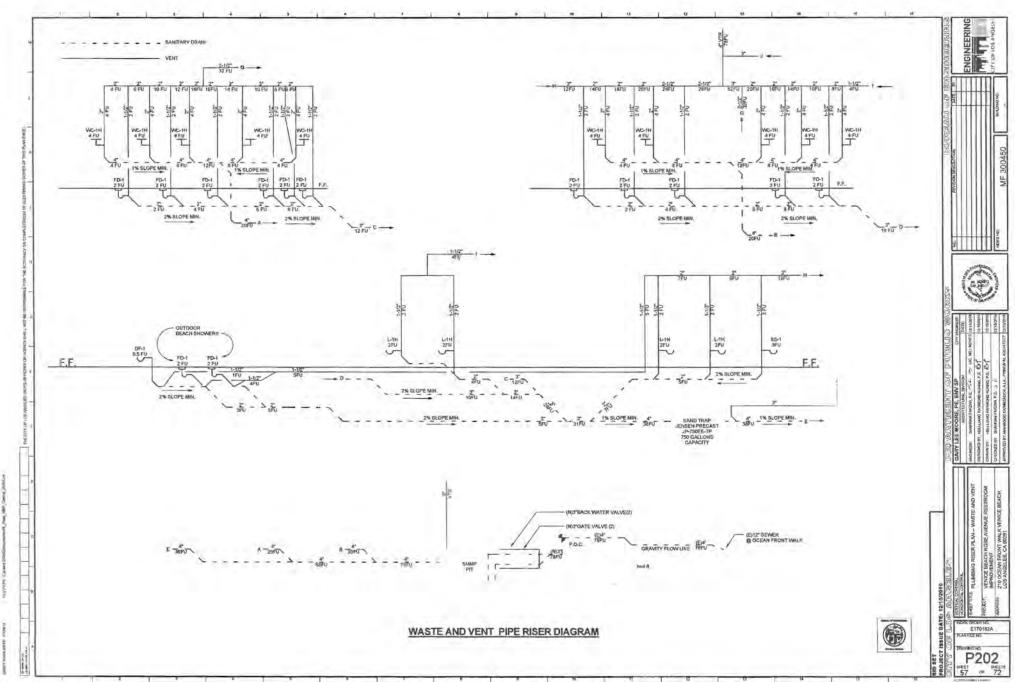
39 THE LEAD CONTENT OF IMPER, RIPE OR PLUMBING FITTINGS, AND RETURES INTERIORD TO CONNEY OR DISPREMENTATION DIVALS BY IN ACCORDANCE WITH SECTION 1982S OF THE REALTH AND SAFETY CODE.



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POURED BY PLACE CONCRETE HTT SEE STRUCTURAL PLAY \$500 PON SONSTRUCTION DETAILS

PROVIDE LIFTING DEVICE:

- ONE MOIST TROULEY, DAYTON MODEL \$3M857, CAPACITY 1 TON. FIT BEAM FLANGE WIDTH 3:00 - \$25 INCHES. FIT BEAM HEIGHTS - 12 INCHES, WINDIUM RADIUS 36 INCHES, WHEEL TREAD DIAMETER 4 INCHES.

-ONE SINGLE SPEED ELECTRIC CHAIN HOIST, DAYTON MONDEL BUC2016-1-20, CAPACTIY 1 TON, LIFT SPEED 14FPM. 115 VOLTS, CHAIN LIFT 2017, CONTROL, COURT 6F, MINIMUM DISTRICE BETWEEN HOOKS 18 INCHES, MOUSING LENDIN 2-2-MINICHES, HOUSING DEPTH 6-24 INCHES, HOUSING WOTH 11-15-16 INCHES,

POURED W. PLACE CONDRECT PT ME ITTINGTURAL PLAN 5555 FOR DON'T PLACED TOWN DETAILS

### Severge Purno Control System:

Dajes: Sensings Pamp Control Sequence Description:
On a finity wat wall level, the controls will sust askedued LEAD pump and a continuing mis shall in him staff the GECCND jump. The pumps and a continuing mis shall not have been accounted to the shallon production of the shallon bearing sequence. Each pump will be exployed with a belieful hoursel such and seal point. The pump will be shall down and strainward from the control sequence when pump and the sequence of the shallon hoursel sequence when pump and the sequence of the shallon hoursel sequence when mechanical seal of the seal point will be sequence of the sequence of the seal point of the sequence of the

State Disclairs: Batter page globeral teature, and right report hierarchy for translation for the white will be artistated at (11 H) level to provide including for translations (15 H). The provide including the provide including the provide including the provide including (15 H) and the provide including including including (15 H) and the provide including including (15 H) and the provide including inc (1726) 401-2527.

(1) Submersible pressure transducer, 40 cable with 10 PSIG (23 verter), 4-20 MA output eignet, Dwyer, PIN, PBLT2-10-40 (1) Backup HWA Mechanical Float Switch, 4011 in length of cable

Talal Power Consumption: 50 Amps @ 230Valts Required Power Supply: 230V/1-Phase Severgel Pump: HOMA GRP41/3 FM, 5HP, 230V/3-Phase

Semagelone IEEL 602 Monthlyring System
The ceRMI-beased systems above a uses to secons information and perform programming changes through a wish period from any web-analytic
The ceRMI-beased systems above a uses to secons information and perform programming changes through a wish period from any web-analytic
Programm has well as entity up to deviate, text or e-mail destinations with calculated in sciency. System: LEDs above cases to easily read place
Into Incident evide performance which boal devices entit transfer consensions.
The Incident evide performance which boal devices entit finance on salm sciency. System: LEDs above cases to easily read place.
Temperature-surveys regress of -100° to 124° fg -40° to 50° to
Temperature-surveys regress of -100° to 124° fg -40° to 50° to
Temperature-surveys regress of -100° to 124° fg -40° to 50° to
Temperature-surveys regress of -100° to 124° fg -40° to 50° to
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Temperature-surveys record (ELL 100° to 124° fg -40° to 50° to
Temperature-surveys record (ELL 100° to 124° fg -40° to 50° to
Temperature-surveys record (ELL 100° to 124° fg -40° to 124° fg -

Mackine-te-mackine control among CELLS
AMEM OUtput
 Beat Feature & High Temperature, Pump 1.
Seel Feature & High Temperature; Pump 2.
Overload Feature; Pump 1.
Overload Feature; Pump 2.
Both Pump Run Condition
High Lighted Level (Azern
4-26mA Reel Time Liquid Level Status.)

Monitoring System programming and start-up shell be provided by equipment accepter, Callular network data plan shall be provided by equipment accepter for the period of one(1) year.

Sewage Pump, Control Panel and Monitoring System supplied by: Must W Systems, Inc.

Multi WSystams, Inc. 2015 Strazył Are El Monte, CA 91733 Contract: Mike Gan; Erneit, mike gen@multivsystems.com Phonest; (620) 401-2627

### Service Pump Station Service Warranty Programs

Scope of Zervice Warranty.

Cred () that service tops is every month per year for 1 year. The severge pump elation will be serviced, inspected and maillectoring pumps will be represent with no could be received.

Service Warzerly, to include:

1. Visually inspect the existing control panel

2. Visually inspect the existing control panel

3. Visually inspect the existing control panel

3. Visually inspect the existing purps shatter

1. Yell no existing purps in menual invokes and second each gump's full load amps 6 voltage

5. Halse up the SS strainer brown vert self and remove trash out from strainer

5. Scoop up the fault floating existing the vertice the supplied by continues in fall

7. Plant to clear the surrep pix elfs water horse. Water in this supplied by continues in fall

8. Arrange waters had be surrep in the vertex of treestage. Viscoum truck survice (see to be eyths.

The following will be checked on the brought back multimotioning pumps.

1. Pumps will be thorsopity impacted for any wave and load damage.

2. Check and impact activities on ontheir panel.

3. All genkels and O-lings will be impacted and replaced an ancessary.

4. Pump will be tested in the locitory and in the field after investibilities.

Severge pump proventive maintenance service provider and sowers pump equipment sunches shall be simple ecurpe.

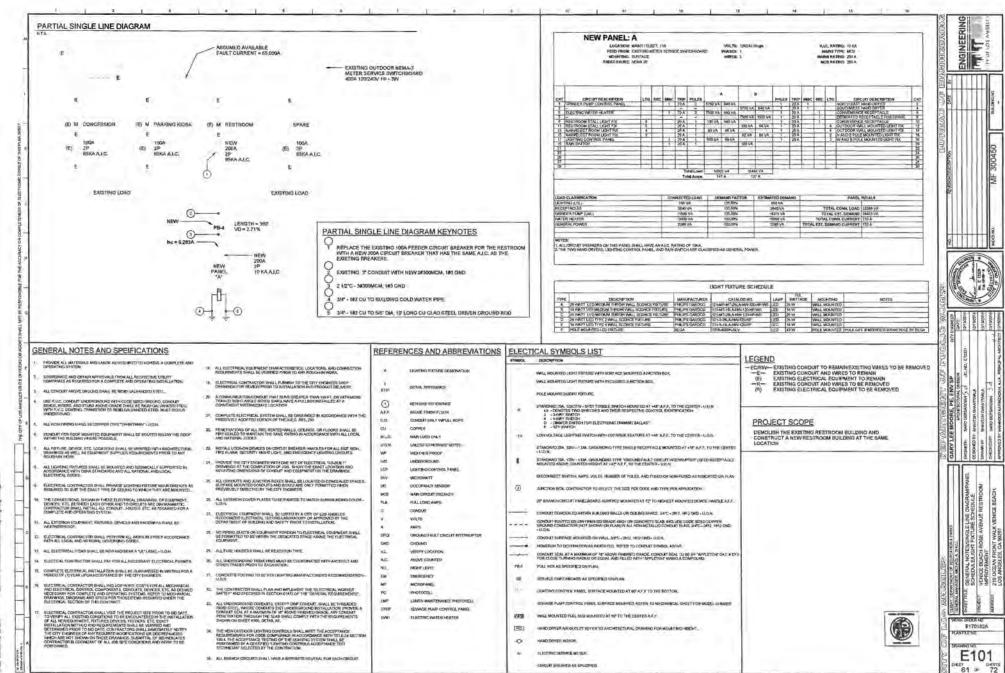


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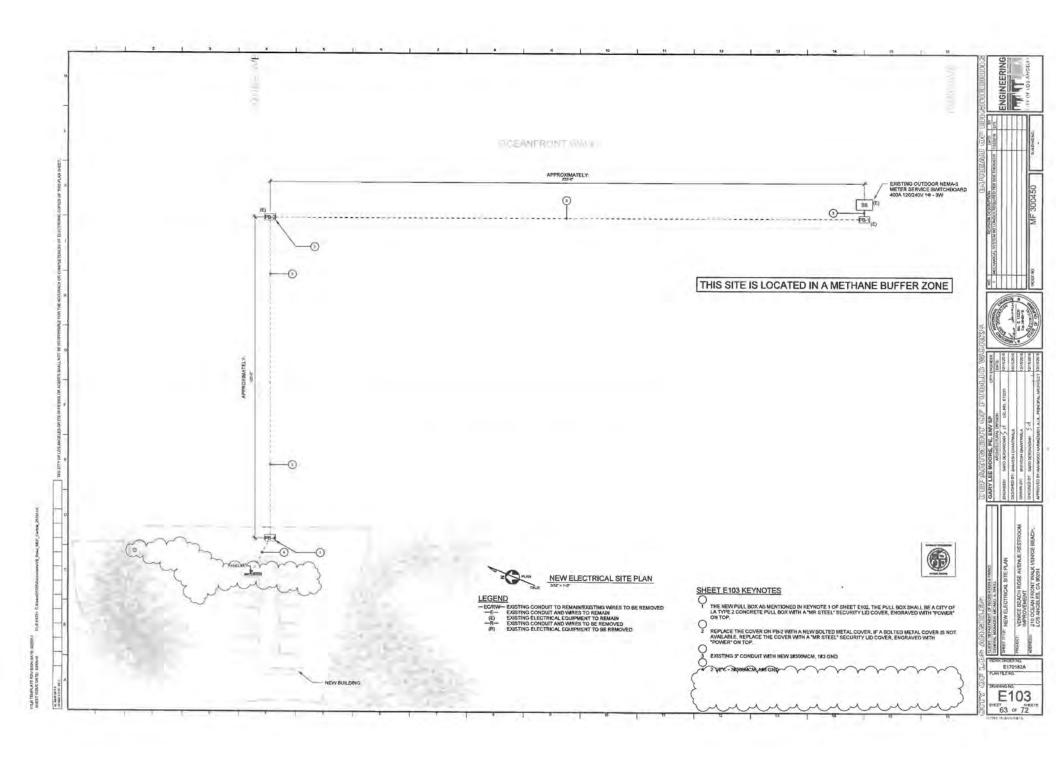
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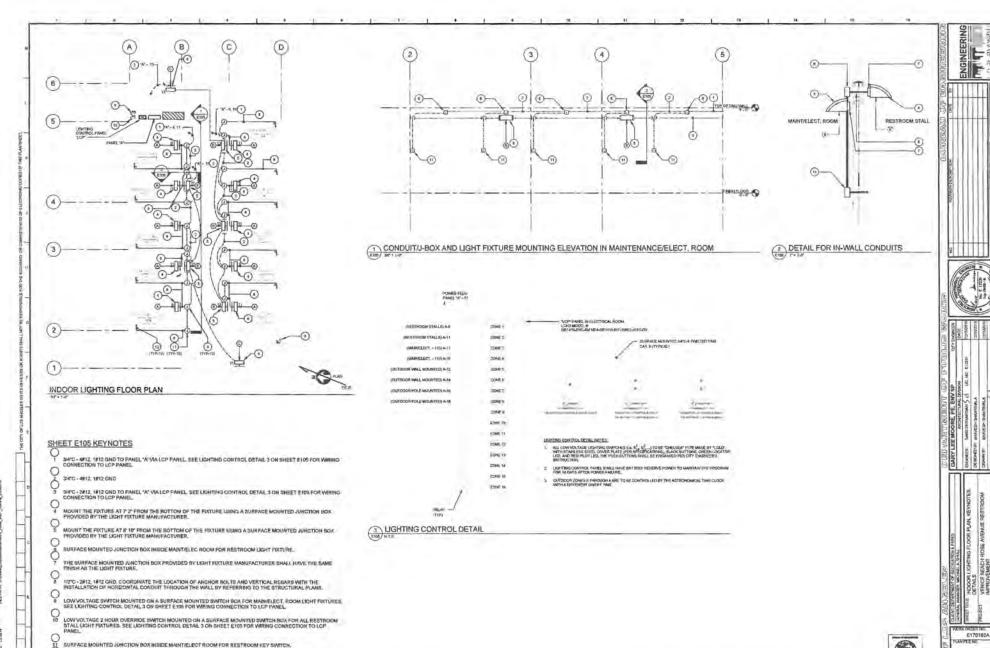
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#### CONTRACTOR WORK

WORKIN THE CONTRACT. ALL LABOR, MATERIALD AND EQUIPMENT NECESSARY FOR THE LIBERTHOUSEDERS CRITICAL DESTRESSMENDER STREETS, COMPLETE AND MAJOR FOR USE, IN ADDITIONAL WITH THE CONTRACT DESIGNATION.

#### 2. CLEMBING SHY IN CATION, AND REMOVAL OF MUSICING

BEIDDE THE CONTRAL CLEARING THE CONTRACTOR INHALL OF RESPONSIBLE FOR SIGNO THAT THE FOLLOWING INFOCMACLEMENT OF THE TRACES BIHAD. DE DONE AT THE COMPLETION OF THE WORK AND DUMBE BINTAL ATOM.

IA I CLEAN ALL ELECTRICAL EQUIPMENT AND DEVICES REMOVE STATES DAILT, DRIT, PLASTER, DAIL STORE

(6) REMOVE ALL RICHES, ROLES, PLASTERS AND PARKES FROM ALL ESTITING WORK AND CLEMITIC

ICL PROTECT AND CLEAN ALL FIXTURES AND EQUIPMENT.

#### 5. CONSTRUCTION WATER, USHT, AND POWER.

A.) HE DEPARTMENT WILL FURNISH AT NO COST TO CONTRACTOR WHER AND BLECHISCITY AND DESTE ON THE MITE CONTRACTOR SINUL FURNISH AND MAINTMIN ALL TEMPERATY LINES. TEMPERATY LINES WERE AND SUCHMENT FOR WATER WHITE WAS ELECTRICITY AND REMOVE SAME AT COMPLETION OF WORLD AND DESTE OWN COTTONS.

(II.) THE OPERATIONS WILL NOT IN HILLD PRINTOPPRINT FOR HALLING OF INSTITUTION ADMINISTRATION OF THE MALES OF TOWARD, MOVING, THE MALE DESIGNATION AND THE THE MALES OF THE OWNERS AND THE THE PRODUCTION OF THE OWNERS OF THE OWN

#### 4. WARL SETMICE IE APPLICABLE

#### (A) REQUIRED.

1, UNDERGROUND SERVICE CORDULY FOR LIMIT AND POWER FIROM MAIN JUNTCHNOWED TO BROUGHTY LINE AS DIRECTED BY THE OBNATINIENT OF WAITER AND POWER.

2. INSTALLATION OF CHRIENT TRANSPONDER IN INVIOLINGARD, THE TRANSPONDER TO BE TURBORISED BY THE DEPARTMENT OF VINTER AND POWER.

#### III.I NOT INCLUDED IN CONTRACT:

IL UNDERGROUND SERVICE CONDUTTS FROM PROPERTY LINE TO LITERY ROUNCE TO BE WITTALLED BY THE DEPARTMENT OF WAYER AND POWER AND TO HE PAID FOR BY THE DEV.

I MAN DETRACE UNCERTRIQUING CONDUCTORS FROM UTTRITY (CORREST O MAIN INVITABILITY)

#### A CURRENT TRANSFORMERS FOR SAFECHBOARD.

4. REPORTS CONNECTIONS TO DURNISH THRANGS OR MARTINI.

#### LAFTERS.

& EXCESS CARLS CHARGES TO BE SAID BY THE CITY.

### L. MAIN SHITCHBOARD AT APPLICABLES

### (A)TYPE

NEBA SE PLOOR STÁNORIS ERISCOURIE, DEAD PROFIT DEAD ROME, METHAL BASERIC, WARRES AND COMMECTION ACCESSES FROM THE FRONT, INFANCIONS ACCORDANCE WITH HARRIST CANSEAUS AND APPROVING DIETE CHARACIES AS MANUFACTURESS IN MYTITE, HOFFMAN, OF APPROVING COMMISSION MICES.

### (B.) CONSTRUCTION

A ALL SUBSTRICT MATERIALS SHARE HE THERE ATTRICTORIES FOR HERE STANDARDS

E. VERTICAL SECTIONS SIVEL INVIĞ FIALLINESİN BURSANDANDAN ERE SIVAZES FOR FITTINE DEVECES ANE BEZYAN ORI THE ERRANDICE ALL THE NECESIONIY VERBITIKDI HADDANDIR ANE PHONESIAND ONALL ISE TURNASARSI

### IC LINEWAY RECIPE

I, BHALL CONTAIN TRICE POSITION MAIN DIRECH EMPARER COLIFFRES WITH PROVINCING FOR UTBAY COMMAN WITTERING IN STREET ACCOMPANIES WITH THE DETRIFFIEND FOR WITERIAND POWER INCOURSEMENTS, THE MAIN CRICART REQUEST BUILL BIT TRUFFIELD. THE ROWN MAINTEN INCOME CASE TYPE, IN FOUNDING, BEHAVIOR OF APPROVINCE COLUMNISM MODIFIC.

 THERRE SHALL BE MEANE TO LOOK EACH MAIN SERVICE SHEARER IN THE CHEN PROSTROMATH A PACICICK. THE DEFAULTMENT OF WATER AND POWER MELF PURIFICIAL THE LOOK AND OPEN THE MAIN MERCAST WARM HILDLINES OF STROPPA MAINTENANCE OR HERMA.

### ID.) DISTRIBUTION RECTION

EMAL CONTAIN THERMACAMENTES MOCKED CASE CIDOUT BREAKER OF THE REQUIRED VOLTAGE & AMPERIAGE WITH A MINIMUM OF HOSOBARMS SYMMETERIZE, SHART CIRCUIT INTERHUNTING CONTAINS OF BOUNDED LYTHE GOOD STREAM MOCKE, OR APPROVIDE EQUIPMENT MOCKET, UNITED HOS OF REPRINED ON THE FAMIL.

### E LOURING AND PORTUGAL TRANSPORMERS

SHALL RE PROVIDED BY THE DEPARTMENT OF VARIOUS AND POWER AND SHALL BE MOMENTED BY THE EMPTORSAND BY THE COMMANDERS OF AN TO BE ACCURAGE, PROVIDED BY THE COMMANDERS OF AN TO BE ACCURAGE. PROVIDED BY THE COMMISSION OF AN TO BE ACCURAGE.

### (F) IDENTIFICATION

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#### (H) significant exposes from

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#### BY MANAGEMENT PROTESTED TYPE

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(C.) SHOP DRAWINGS ARE REDURTED. THEY SHALL MIDICALE ALL THE DETAILS OF CONSTRUCTION AND EQUIPMENT, ALL TERMIC SUBMITTED FOR BRITIALIATION SHALL BEAT A UL LAND, AND BE LISTED FOR THE PURPOSE.

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(F) TREMTEN CONNECTIONS AND TEXNAMALS RECLUDED SOREMS AND BULTERN ACTION ON WHIT TOWNSHOT MANUA ACTIONERS PARESENT TORONE TEXTERNAM VALUES FOR YOUR PURPOSE CONNECTIONS WHERE MANUACTURES TORONERS RECLURESHITTS AND HIST RECLUTED, TEXTED CONNECTIONS AND A TEXNAMAL OF COMMENT WITH PROVIDENCE TREASURES PRODUCED HAS TRANSPAIRS. WHAT A IS

### T. EXPERIOR ENGLOSPES FOR ENTERBOARD MISSIR PARELHOUSES, BUT SETAS, DIVIS, IR ANYSICANE, D.

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III.) DOWNS SHALL BE DIMIND ED MIPPED WITH STIROND PAD LODGABLE STEEL COVER TO PROTECT THE CHRISTING HANGLES. PAD LIDONAILE CONGES SHALL ACCOMMICCATE THE DEPARTMENT OF RECIDENTION AND FAMSELODICAL PROVIDE OF AND BOTTOM POOR LOVERS.

(C.) MOUNTING OUTDOOR TYPE SHALL BY DECURELY ROLTED TO A STEEL RESINFORCED CRAIMIN CONCRETE
WHO CETTERONG IS ROMERS REPORTED THE HAND EXCITATION OF A STEEL RESINFORCED AND THE REPORT ABOVE THE REPORT ABOVE THE PART OF THE REPORT OF THE PART OF THE PERFORMANCE AND THE PART OF THE PERFORMANCE AND THE PART OF THE PERFORMANCE AND TH

(D) LIGHTS AND RECENTACLES PROVED AND INSTALL A QUITACE MICHARD RICHARD SOCIAL PATTURE, WE WALL INVICE HAD A 20 AM BATED OF THE RECEPTACE WHITE THE RECORDES FED FROM ONE 20A-19. CREAT RESEARCH WASTO WITH DREST THEIR THAN OUR AND HAD COUNTED HAD CONTINUE.

### C CONTRACT:

## (A) TYPES

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2. MATCHARTIC CHATHOFF TIMES, SHALL SE INTERNATIC MICIDE, NO. FF CHICL IT SHALL SE SIZUE STATE WITH ADMITTMENT TIMES RANGE FROM FIVE MEATIES TO COMPUSE. THE CONTROL SHALL SE MATCH FOR 20 AMPS TO SHALL SHALL OLD.

ILLICAL SYSTEMS - SHALL BE INTERPOLITION CHARGE HUBBLE FOR WRITINGS ON EQUIVALENT LEWITHIN MODEL ON LOUN. - U.C.N.

S. LICHTHIS CONTACTORS: - AMPERIE HATHIS , HAMBER OF HOLES, LIME VOLTAGE, COMPROL VOLTAGE, AMERICANT OR HAMBER OF THE ACTUAL AS INDICAS (SITE), AND ACTUAL OF THE OLIVERY OF TOLIVIER OF THE OLIVERY OLIVERY OF THE OLIVERY OLIVERY OF THE OLIVERY OLI

IL PURH BUTTON BITATIONS—HEAVY DUTY COMPACE STATIONAL LOCATE IN RECREATION DIRECTIONS OFFICE (READS OTHERWINE RECREATED FOR IRRINATE COPPINE, OF SILE USAFINES, SOUNCE) DIALASI INC., THE SIL WEIGHA & BUS, COUNT FOR OUTSIDE SISTEMATIONS, FAHIMA MICOS, OR APPROVED BOWN ENT MODEL, LOCATE PLANTINGTON AS SPECIFICO ON THE PUAL ON BEYAN.

T, DISCOMENT SMITCHESTURED AND NONFRIEDS, SHALL BE TYPE HEAVY DUTY, AND ISHALL BE PROMOTED WITH MEANS TO LOOK THE SMITCH IN SPEN OR CLOSED PORTION, ALSO, SHALL BE PROMOTED WITH STOCKARD OF THE SMITCH IN SPEN OR CLOSED WITH STOCKARD WITH STO

SIL DESCRIPTION AND ALL CONTROL DEVICES SHALL BE DESCRIPTION OF BEHAVIOR THAT OF DESIGNATION THE COMPRISED CONFIDERS OF STORY AND ADDRESS OF STORY AND ADDRESS OF STATE AND ADDRESS OF PERMANANCE CONTROL CONFIDERS OF STATE AND ADDRESS OF THE CONTROL DEVICES SHARE DESIRANTS AND ADDRESS OF STATE CHARGA AND AND ADDRESS OF THE ADDRESS OF TWO STATE OF THE CONTROL OF THE OF STATE OF THE ADDRESS OF THE ADDRESS OF THE OFTEN ADDRESS OF THE ADDRESS

IC ) LOCATIONS - FOR OUTDOOR INSTALLATION, THAT ENTITINES AND CONTACTORS SHALL BE LOCATED WIN.
SEPARATELY PARTITIONED SPACE INSIDE THE RAINWROOF ENCLOSINE OR AS INDICATED WITH PLAN.

### s. 90/23

(A) TWEE! WANTHEFORCH CAST BOXES FOR OUTDOOR AND SURVICE WHITE AND WASHE RECKASED ON THE DRAWAGE BY STABLES WAY, ORGANIA-HOOS FLOW REASELL-FORLED BROKES CUTLET MIXES OF EGUAL, CONCRETE PLAL BOX WITH FLOX TOWN CAST HIGH COVER IN PRINTING FOR UNDERHIBEHAD RESTAULATION, SHOCKES PROCEEDING OR ALL RESCRIPTION OF AN INCIDENT STATE OF THE PRINTING OF THE

(I) INCCESSORES: WEATHERINGOS FOR CROMES-HINDS FO IDENES OUTLET ROLES ON RESSELL-STOLL FOR SERVICE EDUAL.

IC.) UNDERGROUND FULL BOXES AVOID INSTALLATION AT THIS LONG IS THOUGHT FOR BOXES FULL BOX IN FOULD STORY EVER PROMISE RESVACE AND SHALL HAVE AT LIBEST 12 LAYER OF PEA CRAVEL. BOXEST FOR BOX.

#### 10. RECEPTACION

(A.) TYPES ALL RECEPTACLES SHALL HE RPECHICATION DRACE AND SHALL MEET HERA WOLF-1974 TESTS.

(B.) FLUTH WALL TYPE HAMBELL ENTH, IT ANTENE YEAVOUTS ON HAMBELL ASSIGN 25 ANTENE 125 WELT, ON SOLVEN BY LEVITEN MODEL OR EGALS. ALON

IC / CONNECTIONS INVIAL RESCREW-TERRORS, FIVE, NO PUSHAN TYPE CONVECTIONS ARE PERMITTED

#### TIL OUTLAST PLATES.

A CEMAL BE STAIN SEE STREET FOR ALL RECORDED AND LEVEL SWITCH BROWN, AND COMMUNICATION OUTLIEFS.

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#### 13. BRETALLATION OF POLICE SE APPLICABLES.

IAS TYPE TOWN BE ROURD TAPERED GALVANIZED STONE (INCIDED THE NIVERS WESCATED, FOLE HONOR SHALL SE SY UNLESS NOTED ON THE PLAN.

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COLDINATION INCOMES SHOUND ALL PLOQUIGHTING POLES WITH APPROVED GROUNDING SUSPENSS AND GROUNDING CLAMPS

(3) DENIGNETS EXTERNIS ANDON LEAVING POLE POCTING SHALL BE RIGHT PLOCODATED STEEL, WITH PLASTIC MALINING, MAKE TRUNKLETON FROM POCTO NETAL UC AT A MINIMAN DISTANCE OF YOU FROM FOOTINGS ... U.O.)

(f.) TACK WILDING OF NAME TO WASHER AND WASHER TO BASS PLATE AS REPARRED.

#### ta conduit.

(A) REQUIRED: ALL WRING SHALL IS: IN CALAVANCED TOUGH ON PAGE CONTED SITTEL CONDUST EXCEPT AS FOLLOWS:

LINC MAY BE USED UNDERDROUND FROM PAC COMPEDITIES COMPANY STAND LOCATED FREE OUTSIDE

IL CALVANDEED ROOD FEED, MAY BE LIEST ABOVE CHOOLING MICHOS BUILDINGS AND INJURY MASONITY OF COMPRETE. WASTER NOT SUBJECT TO MICHOLAN DAMAGE.

#### (B.) TYPES

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EPICCONDUST, SHWLL CONFORM TO HISINA STANDARD TO SHIRIS, WC-1004 AND UL STANDARD HIS. HTM HEWAY WALL SICHED A.E. 40 EMISSED NOT LESS THAN 24 HOWER BELOW OR AGE.

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#### (C.) FITTINGS AND ACCE LISCASSIII

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BOARD REPO	DRT	NO.	17-099
DATE: Apr	ril 19. 2017	C.D	Various
BOARD OF R	ECREATION AND PARKS COMMISSION	ONERS	
SUBJECT:	VARIOUS DONATIONS TO RECREA	TION SERVICES	BRANCH - METRO,
AP Diaz R. Barajas H. Fujita	*V. Israel N. Williams		
		M. All	Manager
Approved	Disapproved	Withdra	700.80

## RECOMMENDATION

Accept the donations as noted in Exhibit 1 of this Report, and that the Board of Recreation and Park Commissioners provide appropriate recognition to the donors.

## SUMMARY

The Department of Recreation and Parks (RAP) Recreation Services Branch has received donations in the total amount of cash and in-kind donations valued at a total of Forty-Four Thousand, Eight Hundred Forty-Eight Dollars and Thirty-Four Cents (\$44,848.34) from October 2016 to March 2017 as more fully set forth in Exhibit 1 of this Report. Metro Region received Thirty-Three Thousand, Nine Hundred Thirty-Five Dollars and Thirty-Five Cents (\$33,935.35); Valley Region received Nine Thousand, Seven Hundred Sixty-Three Dollars (\$9,763.00); and Pacific Region received One Thousand, One Hundred Fifty Dollars (\$1,150.00). These donations enhance programs directly to each community.

## FISCAL IMPACT STATEMENT

There is no fiscal impact to RAP's General Fund, except for unknown savings, as the donations may offset some expenditures.

This Report was prepared by Vicki Israel, Assistant General Manager, Recreation Services Branch.

## LIST OF EXHIBIT(S)

1) Donations to Recreation Services Branch

DONATIONS	TO RECREATION SERVICES BRANCH		
DONOR	DONATION	AMOUNT	FACILITY - METRO REGION
lvy O. Li, D.D.S., Inc.	Halloween event	\$200.00	Alpine Recreation Center
R.L. Chiu and Associates	Halloween event	\$100.00	Alpine Recreation Center
Hing C. Hong, M.D.	Halloween event	\$300.00	Alpine Recreation Center
Ping On Pharmacy	Halloween event	\$100.00	Alpine Recreation Center
Hak Heng Sheng Jewlers	Halloween event	\$100.00	Alpine Recreation Center
Central City Optimist Club	Halloween event	\$600.00	Alpine Recreation Center
Rovio Animation Company	120 "Angry Birds" stationery sets, 150 "Angry Birds" eyebrows, 7 "Angry Birds" Lego sets, 4 "Angry Birds" Talking Plush Stuffed Animals; and, 72 assorted 7" "Angry Birds" Plush Characters	\$2,401.67	Bellevue Recreation Center
Toyota Motor Sales, USA,Incoporated	1 Step-N-Wash unit	\$504.95	Bellevue Recreation Center
Toyota Motor Sales, USA,Incoporated	National Public Lands Day	\$357.10	Bellevue Recreation Center
Ruth Mehringer	tall ladder and/or outdoor toddler picnic tables	\$500.00	Carlin G. Smith Recreation Center
ILD Picrow Streaming,LLC	event planning	\$250.00	Downey Recreation Center

A. Care Health Plan	sponsorship for Lotus Festival 2016	\$7,500.00	Echo Park Recreation Center
Diana Percival	Blu-Ray DVD Player	\$150.00	Echo Park Recreation Center
Michele Yi	1 47" flat screen Smart television	\$500.00	Echo Park Recreation Center
Yessica Santiago	1 42" flat-screen television	\$400.00	Echo Park Recreation Center
Boyle Heights Youth Football	Halloween event	\$250.00	Evergreen Recreation Center
L.A. United Futbol Academy	2 aluminum soccer goals	\$2,000.00	Hollywood Recreation Center
Debra Nichols	food items for soccer opening	\$20.14	Hoover Recreation Center
Kerry Acosta	Halloween event	\$50.00	Lemon Grove Recreation Center
Elida Chun	2 office chairs	\$50.00	Lemon Grove Recreation Center
Antoinette Alfaro	100 Mary Kay Satin Hand-Set Bags for Mother's Day Program	\$2,050.00	Lincoln Heights Senior Citizen Center
7-Eleven, Incoporated	100 7-Eleven coupons	\$500.00	Lincoln Park Recreation Center
Paddy Humphreys	various programs	\$250.00	Lou Costello Jr. Recreation center
Wilshire Warriors Pony Baseball League	Equipment, and scholarships for summer day camp, soccer, football, and basketball	\$7,099.52	Pan Pacific Recreation Center
Los Angeles Volleyball Organization	Volleyball Equipment	\$437.97	Pan Pacific Recreation Center
Kaiser Foundation Health Plan, Incorporated	90-Plus Senior Luncheon event	\$3,000.00	Rio De Los Angeles

Dina Zuvic	1 sofa and 1 love seat	\$1,000.00	Seoul International Recreation Center
Los Angeles Korean Festival Foundation	1 high-definition television	\$600.00	Seoul International Recreation Center
Cheryl K. Johnson	special events	\$100.00	South Seas House
Vidal Herrera	supplies and equipment	\$1,500.00	Summer Lunch Program
Sarah Tulien	sports scholarships	\$104.00	Toberman Recreation Center
The Reserve Creative Group, LLC	Microsoft Xbox One console, 3 console controllers, 1 Guitar Hero guitar controller, 1Xbox Kinnect Sensor Bar,and 6 video games	\$960.00	Toberman Recreation Center
	Total	: \$33,935.35	

DONATIONS	TO RECREATION SERVICES BRANCH		
DONOR	DONATION	AMOUNT	FACILITY - VALLEY REGION
LA Parks Foundation	for Halloween event	\$1,000.00	Andres and Maria Cardenas RC
R.L. Chiu and Associates	15 cases of 24 count water bottles	\$50.00	Barry Sanders Sports Field
Target Corporation	Target gift card	\$50.00	Barry Sanders Sports Field
Costco Wholesale Corporation	candy and store credit	\$75.00	Barry Sanders Sports Field
The Home Depot, Incorporated	wood and paint	\$200.00	Barry Sanders Sports Field
Glodean White	for Halloween event	\$300.00	Lanark Recreation Center
Superior Pavers, Incorporated	for Halloween event	\$100.00	Lanark Recreation Center
Anonymous donor	for Halloween event	\$138.00	Mason Recreation Center
Kaori Tanegashima	2 tennis rackets, 4 ping pong rackets, and 30 ping pong balls	\$50.00	Rustic Canyon Recreation Cente
Studio City Residents Association	for Winter Family Festival	\$3,500.00	Studio City Recreation Center
Harvard-Westlake School	for Halloween event	\$2,500.00	Studio City Recreation Center
Navy Street Productions, LLC	for recreation center use	\$500.00	Sun Valley Recreation Center
Luke Vella	for senior center programs	\$300.00	Sunland Recreation Center
LA Parks Foundation	for holiday activities	\$500.00	Sylmar Recreation Center
Morgan Patterson	for teen program use	\$500.00	Valley Plaza Recreation Center
	Total:	\$9,763.00	

DONATION	S TO RECREATION SERVICES BRANCH		
DONOR	DONATION	AMOUNT	FACILITY - PACIFIC REGION
Allstate Damaris Lopez Agency	For Sports Program	\$1,000.00	Rancho Cienega
Sammy Watson	Pancake breakfast for baseball opening day	\$100.00	Van Ness Recreation Center
TOPS CA #489	Spring Egg Hunt & Activity Event	\$50.00	Peck Park Recreation Center
	Total:	\$1,150.00	

DATE_April 19, 2017			NO. 17-100
			C.D12
BOARD OF	RECREATION AND	PARK COMMISSIONER	s
SUBJECT:	AREA (W.O. #E170 CALIFORNIA ENV ARTICLE III, SECTI GUIDELINES (COM PLAY AREAS, GRA PLANTING, GARD	0184F) PROJECT- FINA VIRONMENTAL QUALIT ON 1, CLASS 3(6), CLAS VISTRUCTION OF ACCE ADING ON LAND WITH	TRAILS AND CHILDREN'S PLAY AL PLANS; EXEMPTION FROM THE TY ACT (CEQA) PURSUANT TO SS 4(1, 3) AND CLASS 11(3) OF CITY SSORY STRUCTURES INCLUDING A SLOPE LESS THAN 10%, TREE APING AND CONSTRUCTION OF XISTING FACILITIES)
AP Diaz  *R. Barajas   H. Fujita	V Israel N. Williams		Sael for General Manager
Approved		Disapproved	Withdrawn

## RECOMMENDATIONS

- Approve the final plans, herein included as Attachment 1, for the Oakridge Estate Park, Walking Trails and Children's Play Area (W.O. #E170184F) Project (Project);
- 2. Find that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6), Class 4(1, 3) and Class 11(3) of City Guidelines (construction of accessory structures including play areas, grading on land with a slope less than 10%, tree planting, gardening and landscaping and construction of walks and fences accessory to existing facilities);
- 3. Direct Department of Recreation and Parks' (RAP) staff to file the Notice of Exemption within five (5) working days of project approval; and,
- Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption.

## BOARD REPORT

PG. 2 NO. 17-100

## SUMMARY

The Project is located at 18650 Devonshire Street, Northridge, California 91324, which is part of the estate previously owned by actress Barbara Stanwyck and, later, comedian Jack Oakie. The Project submitted for approval herein consists of the development of a community park, walking trails and children's play area within the grounds of the estate. Site grading, irrigation, staging area, driveway apron, landscaping, hydro-seeding, park furniture, and an outdoor classroom are also part of the Project scope. Once the Project is complete, the new community park will serve the Reseda, Northridge and Chatsworth communities, all located within the Twelfth Council District (CD 12) and nearby to the Project site. This is a Proposition K – L.A. for Kid's Program (Prop K) 8th Cycle Competitive Grant project.

As required by Proposition K, three Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted on September 19, 2013; November 7, 2013; and December 12, 2013; respectively, with participation from the community. The LVNOC and CD 12 Office are in full support of the Project.

The Department of Public Works, Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications, and obtained all the necessary approvals for the Project. BOE will also be providing the construction management services on the construction of these improvements. The City Engineer's estimate for the construction work is Eight Hundred Sixty Thousand Dollars (\$860,000.00).

It should be noted that a master plan to renovate the existing historic residence, at the Oakridge Estate is being developed with different funding sources and will be designed and constructed separately.

In March 2015, the Proposition K Steering Committee awarded construction funds to the Department of Recreation and Parks (RAP). The Project will be bid to RAP's list of pre-qualified on-call contractors.

Funding for this Project is available from the following funds and accounts:

FUNDING SOURCE FUND/DEPT./ACCT. NO.

Proposition K Fiscal Year - 19 43K/10/10KM18 Proposition K Fiscal Year - 18 43K/10/10LM18

## TREES AND SHADE:

One hundred one (101) trees will be planted as part of this Project, and will primarily focus on shading the picnic areas, children's play area, and walking path. The trees will also be used as a landscape buffer between the residential area to the south of the Project site. The tree palate consists of Toyon, Goldenrain, Flax Leaf Paper Bark, Italian Stone Pine, Valley Oak and Interior Live Oak. All trees being planted are drought tolerant and resistant to the Polyphagous Shot Hole Borer which has been infecting trees in Southern California. The Toyon and Oak trees are native

## BOARD REPORT

PG. 3 NO. 17-100

to California. It should be noted that no trees will be removed, and that the Project will comply with RAP's Tree Protection Policy.

## **ENVIRONMENTAL IMPACT STATEMENT**

The proposed Project consists of construction of new accessory (appurtenant) structures including fences, play equipment, retaining walls, drinking fountains, restrooms, and walks, of minor grading and of tree planting and landscaping. Therefore, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(6), Class 4(1, 3), and Class 11(3) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

## FISCAL IMPACT STATEMENT

There is no immediate fiscal impact to RAP's General Fund at this time.

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

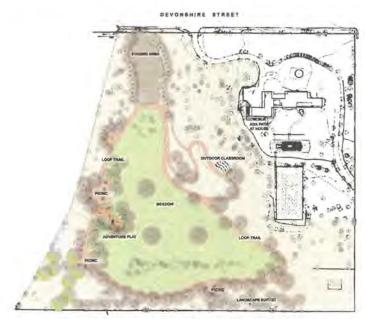
## LIST OF ATTACHMENT(S)

1) Final Project Plans

# BUREAU OF ENGINEERING DEPARTMENT OF PUBLIC WORKS CITY OF LOS ANGELES

# **OAKRIDGE ESTATE**

Park, Walking Trails and Children's Play Area







## PROJECT TEAM

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

MICHAEL SHULL GENERAL MANAGER 221 N. FIGUEROA STREET, FIRST FLOOR LOS ANGELES, CA 80012

BUREAU OF ENGINEERING RECREATION AND CULTURAL AFFAIRS PROGRAM MANAGEMENT GROUP

NEIL DRUCKER

MEGHAN ALDRICH PROJECT MANAGER (219) 847-4713 (FAX)(219) 847-1926

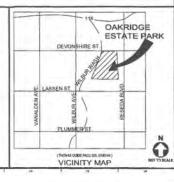
BUREAU OF ENGINEERING

1149 S. BROADWAY, SUITE 830 LOS ANGELES CA 90016
MAHMOOD KARIMZADEH, AIA, PRINCIPAL ARCHITECT JOAN KAPLAN, LANDSCAPE ARCHITECT REZA BAGHERZADEH CIVIL ENGINEER

BUREAU OF ENGINEERING SURVEY DIVISION

JIM LANTRY, ENGINEER OF SURVEYS 201 N. FIGUEROA, 11TH FLOOR LOS ANGELES, CA 90012

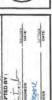
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81. Top lindings shall be 60 inches white american, \$119-405.7.2.1

5) The earing distribuyin shell be \$6 score, and manuse, \$110-406.7.3

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196.7.4

15 filters discrept are listantial objected to a case section, necessaring discrete required to 9 times section, necessaring discrete required to 91%-60.2% and 11%-60.2% shall be partialled to 16% objected to 11%-60.2% shall be provided to 16% object. As all of a discrete for maximal sense lawy date, shall not shall be the maximal sense lawy date, shall not shall be formed of the cases provided to less likes 100 returns. §11%-60.2%

55 Floring have shall have complete handhale per 1/6-000 Handhale, \$110-405.8

Enge prosection computing time 118-406.6.2 Cure, or Barrier shall be provided to seeth wide of ramp, new and all each other of certip lancings. [118-e86.9 (See exceptions)

PODADGENIA R Plan \$1216

25. Observed high side much for the loar of weeking machines and ordines organisated be permitted to be 35 inches charmon stone the false floar \$118-360.3.2

grind-sec. 2

5. Obstacked top side seeds for the operacile perts of flat dispersions shall be primitived to be 54 without technique research from the surface of the sections research law of observers are measing onto \$116-506.12 (iii) April of the control of the

Page 2 of 18

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OPPRABLE FARTS

27 Operation leads shall be operated staff one found and and any operating the presence processor to besing of the wint. Force request to activitie spending parts shall be 3 pounds required. §118– 384.8

tel avenit 10 rotes §118.386.3.1, Pigur 118-265.5.1

21 High pero much shall be Alf makes measurem above the Bealt floor of ground where the high pice mean in one on manacistic more than 12 inches but not more than 24 inches in more \$116-364.32. Figure 118-385.32

24. Characterist for high side much what not exceed the volves to larger and 24 victims in olegon. §112– 105.5.2. Papers 112-206.2.2.

C. ACCESSIBLE ROUTES GENERAL

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10. On persist card rempt, detectable waverupe shall be placed on the taxing scale of the fluor resident between the street and ablevail. §170-317.1.2.2. §118-796.1.2.2. Figure 115-496.5.2.

Sci. 12.1, §119-764.12.2, Figure 119-461.22. learly or subhappy makens of hickes or Inque in legic on the direction of pocurined travel shadt lears calcifolder searcing. Fact as 25 inchmo-mentum in depth providing the fall weight of the patientime part or calcifolder, placed at the segree of the promotion learned or calcifolder modes, and appeared by 25 ordinal minimum or modes, and appeared by 25 ordinal minimum (§118-207.12.1, §118-7067.3.2)

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18 Provide Delicable serving distale sharing complemes with the following:

10. The survey slope of the out same separate shall be arrive sele the director of asissed, these Same Are shall have a natural stage on street than 1.17 (9.27%). §118–66.2.1, Pagers 118–66.2.2

Fig. A terming space 48 Vector minimum by 45 Andreas minimum shall be provided at the contact of the dust cone. The slape of the Saming space in all directions shall be 1.65 marriage 10 000%; §148– 480.2.2

62. Steeded maretime remos hell have a naturing single-ers streeper than 1.50 (EVL 9118-466.4.1

ans sawper than 120 (Fish, §113-468.4.)
5. Curb manys and the first decay of both range that he formed as the they as not pround the whickle halffy less, paking spicers, or pating, across ablest. Curb morps at seafast character, and by whickly consequed within the markings, and carried by formed other §113-468.3.

64. The over width of outs ramp rans (excluding any femal wides), blended transition, and larvely speces shall be 46 inches raminum. §118-466.8.2

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72. Open many are not permitted \$110-000-12 place

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75 Stars and here bendrally complying with Section 115-805 interviews \$115-864.8

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\$119-701.1.2, Figure 118-701.1
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25 Special states or printing special, the tree with of walking surfaces and to 25 leader reviews \$110-452.51

28. The diese width for vertising surfaces to company terrings on consists used of 15 or more shall be 66 inches nominum, \$118.663.8.5 exception 2.

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25. This plear width the entire shall be 1st increas mineration if serving elements as only one state, and 65 include minimum. If serving elements on bull

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57. Curts carryin and breakful broadful small tipes democratic manage complying with 119-000. Detection Washings, §119-406.5.17

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65. Figure of ground southcase of literar runs shall comply with 178-300 Fish or Ground Sudanas. Charges in same single literar for survey single and cross-single see and parentalled on carp con §F184-864. 7. The cross slope of carb samps and blanded translitive shall be 1.48 (2.067%) mesonum \$150-00.0.7 HANDRALE \$150-465.37 III. Course stores of adjocing gallers and met-suffices translating editions to and wides to books of the store copy shall not be streety from 1.70 (25%). The editions entrope at signature of cut copys to shall a gallery, and chants shall be at an amont benut, \$150-465.63. 60. Puncher's shall be provided on both slows of assets and resmon. \$115.496.2 46. The clair width of a ramp not what he 46 viction common \$112-466.8 en remps. \$165-684.2 61. revicate select to confinious within the full large-of sect well 6(to or rend rest lesses fundade or mithilises an object sever and remps shall be constructed tominate flyttle or new \$145-655.3 A7 The rate for any many not stell be 30 reches CURS EASING, BLENDED TRANSPORT AND BRANCH (6) The bottom of cargonal mole ranges shall have a color report. All motive destinate colorial willing softic learns of the molecus; frequent mole ranges provided at marked country; shall countly the 4th softies molecus class policy free represen-gitte-discuss. (2) The of priceing surfaces of handware shall be 34 require minimum and 34 relates maximum window, more resident profession, that manages and minimum mandards shall be at a completed freign more various profession, salar society, and minimum price-stating profession, salar society, and minimum price-stating profession.

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CHANGES IN LEVEL (Vestion charges in level for them or ground number new to it with right nuteriors and visitors right succession. Charged for level growths drum. No level wind next according to level, to height shall be beyonder with a slope and stranger drum 1.2. \$118-300, Pigures 118-300.2 is 118-300.2.

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**РЕОТРЫТОНО ОВЛЕСТИ** 

DOORS, DOORSHAYS AND GATES

26 Chart. Stateweys, and grain providing and prestage what he provided in exceptions with 113-2005 Dears. Correspo. and Games \$118-200.

30 Coors, coorways and gates that are part of an acceptible right shall comply schi (16-404 Cross). Coorways, and Gates §118-494.1

3th Revolving occus, ventring plants and surrentes shed not be part or an accessible trule. \$118-451.51

52. At least one of the scious leaves of Jonneys with two series and comply with 112-404.2.) Deer Middle and 118-464.2.4 Management Committee §115-404.2.2

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34 Memorii manusoning Geograpia at Goos and gatas shall sampy with 118-404.24 Memorating Despress Measurably capaments shall enhand the Act with of the abovey and be regulated Mot-sels on temps glish cleaners. §418-404.2.4

25 Steeping stort and gales shall have measuredly observate complying who Table (1840).2.4.6. §118-404.2.4.1

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30 Thresholds, if gravited as occurring, shall be high inguisters. Timest directable and changes in level as occurring the compay will 18-302 Februs to Grave Surface and 118-303 Changes in Level, §118-484.2.5.

Page 1:5'11.

60 The toms for pushing or pulling open a store or given miles from the story shall be as follows: §118– 604.38

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Corosin Aming spaces that be a space of 60 listee stonges minimum and they adules thee and be desired complete with 115-305 Knee and Toe Courons §116-364.3.1

To Things I ming against that to a T-thingsol spice within a 50 test against relation with emi-arity and the state of without the ming of the T shall be done of without the T-thing resource in each placeties and the laser with a claser of delitations D4 brokes minimum, §118— 20-23, Tiger 118—241.25

Note: Anto Tote Culturature.
For shadotte and building fining and work purplished to generate the discounce shall be provided that in 20 exchan in width and 0 exchan in height store 80 finish from or ground for a depth of 10 exchan playment, §118-306.2.1

Toli discource shall season 16 inches maximum under brasines for trial set before before with 23 inches maximum once one sensors. §116-166.2.2

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11. At diving and was particles required to be surrested, these discretes that be provided but in 20 inches in such at 27 inches share the form form or ground for a dispit of all least 15 inches \$110-2013.

12 Expert for Versirable, observe with Needing Adjacement Team 27 Inches and their Stan 50 inches above the Swett Need For or ground shall protected on more than 4 inches homeomistic with the condition part.

RMEE AND TOE CLEARANCE

TURNING SPACE

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35 Hendler, milk, henne, toka, end often spendole softs on occurs and game stad control, will 195-204 if Openium Openium by the other helders of the occurs of the occurs of the occurs of the resemblers states in here have or govern Western string door as in it in a kelly room plantal openium, herdywer while he expland and unche non-look states. SPLM-BELS.

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A4. Order acces of comp new small not be stronger than 3.46 (2.062%), §118-404.3

48 Lancage what compy with 118-300 Floor on Ground Sufficial Changes or level are not provided \$118-98.7.1

50. The leading clear with stath by at was an inch in

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handred may produce IN Mores house.

14. Petrolling olyada shell not reduce the other width required for accessible rouses, §118-367.8

requires for acqueelile routes, \$195-507.5 15. Lorent edge of a sign or other abstraction, when-routed between position or petros accessible with a claim between greater than 12 matrices, which between them 22 motion or more than 150 inclines above the best facts or provide \$118-501.5, Pages 9.18-197-30-1.

77. Completie or police Sections with a healthy arigo, Science 27 inches respiration above the finals hap-or ground shall be provided referre the instituti-chierance on opposition paths. In these than 30 inches high, §116-307.A, Figure 116-307.A

REACH EARCH REACH RANGES

Sources (and temporal series depended to be used by the doughet of a root of a map to certain signing and inceptions) and inceptions are considered as the control of the co

[2] High Investo centri their a unclassicated shall be dis from transmum and the tow forward water shall be 13 bottom reviewant above for prints from or ground \$198-268.2.1, Pagers 116-168.2.1

1. High Rament resch what to AE ratios exaction where the heach busin is 20 inches or later and 44 and the management white the most discrete expension 20 sources. High forward resch with risk access (20 miles or drugs). §118-388.2.1. Pigues 113-388.2.1 III. High tobs much shall be (if notine motimum and the liter side rated) shall be (If replus, information stokes the Seath Spor where the side reach is processysted or the death of any obliticative date.

81. Top lendings shall be 60 inches white american, \$119-403.7.2.1

5) The earing dear larger evel by 60 scores and manuscript, \$110-406.7.3

All forms and up and arrow 12 from months in the areaton of ones on. \$116-06.7.3.1

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196.7.4

15 filters discrept are listantial objected to a case section, necessaring discrete required to 9 times section, necessaring discrete required to 91%-60.2% and 11%-60.2% shall be partialled to 16% objected to 11%-60.2% shall be provided to 16% object. As all of a discrete for maximal sense lawy date, shall not shall be the maximal sense lawy date, shall not shall be formed of the cases provided to less likes 100 returns. §11%-60.2%

55 Floring have shall have complete handhale per 1/6-000 Handhale, \$110-405.8

Einge prosection compring user 118-406.6.2 Cut-in Server and be promised on each other of rang-ness and at each side of range tercorge. <u>E118-408.9 (See exceptions</u>).

PODADGENIA R Plan \$1216

25. Observed high side much for the loar of weeking machines and ordines organisated be permitted to be 35 inches charmon stone the false floar §118-360.3.2

grind-sec. 2

5. Obstacked top side seeds for the operacile perts of flat dispersions shall be primitived to be 54 without technique research from the surface of the sections research law of observers are measing onto \$116-506.12 (iii) April of Supervisor shall be an inset SC Futher high-thr dispatible paths among at door disease and door stops which import to 75 indical information about the lease from or ground \$115-301.5

Page 2 of 18

LA DBS Christian Argume Description Access Section Control States on Select Description Access Section Control States Access Section Control States Access Section Control States Access Section Access Section Control States Access Section Access Section Control States Access Section Access S

OPPRABLE FARTS

27 Operation leads shall be operated staff one found and and any operating the presence processor to besing of the wint. Force request to activitie spending parts shall be 3 pounds required. §118– 384.8

tel avenit 10 rotes §118.386.3.1, Pigur 118-265.5.1

21 High pero much shall be Alf makes measurem above the Bealt floor of ground where the high pice mean in one on manacistic more than 12 inches but not more than 24 inches in more \$116-364.32. Figure 118-385.32

24. Characterist for high side much what not exceed the volves to larger and 24 victims in olegon. §112– 105.5.2. Papers 112-206.2.2.

C. ACCESSIBLE ROUTES GENERAL

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erry and messages o multi-laby habiting and
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67. Handhall groung authors shall estand beyond and to the same clauston of also flagtes and sufer rate to accuming any Seaton 1 (5-57), to reserve Extension § (15-59), to

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PCONDENIEM TO (Rev. 6/10/14) Page 4 or 15

ramp flume after not be stamper than 1:16. §152-ASS.3, Figure 115-456.23

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to emoting hobitings into number 17 000 equant last, or any floor end or whom because or any principle by 18-204.23 which sharp familiary and Facilities, wherever a many constituted makes of without accounts in promotive or some of the advances, accounts of promotive with the advances, whenever or this bad by promotive within 1700 feet of trend of acciding not sharp or exclusion. §118-204.3.5.2

298.2.1.2 At least tree proceeding rights shell connect documenties building or facility writerious with all exceeding systems and all resource with all exceeding systems and all resources, which can be reading to contain the process of the 200.2.2.6 place association of shortings path. §1135– 200.2.2.6 place association of shortings path.

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10. On persist card rempt, detectable waverupe shall be placed on the taxing scale of the fluor resident between the street and ablevails §170-317.1.2.2. §118-796.1.2.2. Figure 115-496.5.2.

Sci. 12.1, §119-764.12.2, Figure 119-461.22. learly or subhappy makens of hickes or Inque in legic on the direction of pocurined travel shadt lears calcifolder searcing. Fact as 25 inchmo-mentum in depth providing the fall weight of the patientime part or calcifolder, placed at the segree of the promotion learned or calcifolder modes, and appeared by 25 ordinal minimum or modes, and appeared by 25 ordinal minimum (§118-207.12.1, §118-7067.3.2)

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15. White the CODE of adding a Topic provided the well-tile traffic, such as in a sireal, diversity in parting South, sind as in a sireal, diversity in parting South, sind to encounted by dissociation entropic, cardid, platings or other internation continues they provided by price of their internation (parting 1915—2011, 12.2, §178–778.12.2).

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17. At reflecting goods, dead completes with the following:

18 Provide Delicable serving distale sharing complemes with the following:

10. The survey slope of the out same separate shall be arrive sele the director of asissed, these Same Are shall have a natural stage on street than 1.17 (9.27%). §118–66.2.1, Pagers 118–66.2.2

Fig. A terming space 48 Vector minimum by 45 Notice minimum shall be provided at the contact of the dust cone. The slape of the Saming space in all directions shall be 1/45 machinum (2 000%), §1/46-480-2.2

62. Steeded maretime remos hell have a naturing single-ers streeper than 1.50 (EVL 9118-466.4.1

ans sawper than 120 (Fish, §113-468.4.)
5. Curb manys and the first decay of both range that he formed as the they as not pround the whickle halffy less, paking spicers, or pating, across ablest. Curb morps at seafast character, and by whickly consequed within the markings, and carried by formed other §113-468.3.

64. The over width of outs ramp rans (excluding any femal wides), blended transition, and larvely speces shall be 46 inches raminum. §118-466.8.2

85. Landings shall be provided at the large of continuous and devolute to provide at the large of continuous and devolute to present continuous. The landing devolute days shall be 40 refuse contens. The landing date about soft the site of continuous and the landing date about the first that all local and which are the landing was flowed about the landing was

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72. Open many are not permitted \$110-000-12 place

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75 Stars and here bendrally complying with Section 115-805 interviews \$115-864.8

79 Preparational ration and have accoming stole measurer than 1.17 (1.37%) §118–445.53 79 For partienticular remot, where provided, core

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\$119-701.1.2, Figure 118-701.1
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tolurouse arrives to stating of lorecaste entiring products and directoral solitopia and the acceptance at showing sporposess expertise in determining shorter products comply with the Cestonic Color of Regulatoria. The 24 \$15-118.206, \$15-118.211

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When shall know is provide for parameters from a parameters to a building or facility enumes, each fixed passes to the halding or lastly average and compay with 15th Coops. Dozneyys, and Galas, \$100-305.AZ

The covering stope of uniform startness shall not be stronger than 100 (FR). The cross stope of varieting softness shall not be steeped that 140 (2000%). §119–603.3

25 Special states or printing special, the tree with of walking surfaces and to 25 leader reviews \$110-452.51

28. The diese width for vertising surfaces to company terrings on consists used of 15 or more shall be 66 inches nominum, \$118.663.8.5 exception 2.

This clear within its accounting and washes small be 48 inches minimum. \$118-401.8.1 expension 2

25. This plear width the entire shall be 1st increas mineration if serving elements as only one state, and 65 include minimum. If serving elements on bull

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57. Curts carryin and breakful broadful small tipes democratic manage complying with 119-000. Detection Washings, §119-406.5.17

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G GENERAL SITE AND SURLDING

PARKING SPACES iffrest periors shall be provided, economics conting byware shall be provided at current and shall regard per Sealins 115-208 Parking Systems. 516-308 Parking Systems.

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1. Provide accessible spaces for each parting locity, greating the ded parking electric. The survival of parting groups registred to be accessible to exclusive separating for each parting skelling the collected respective for each parting skelling remise of parking agence provided on all of the backery landing provided on all of the parking landing provided on all of 1915–2018.

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TO Car and a secure sale shall be if the write moreover and shall admin an expression route. The patting system shall be particled to plane a common access eater \$110-002.3, Figures 115-002.3 and 110-002.3

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65. Filtro or ground sorticate of large rate shall comply with 118-300 Filtro or Ground Surfaces. Charges to save affect that the course, sliges and cross-sliges are not permitted on comp con §116-805.4 7. The cross slope of carb samps and blanded translitive shall be 1.48 (2.067%) mesonum \$150-00.0.7 HANDRALE \$150-465.37 III. Course stores of adjocing gallers and met-suffices translating editions to and wides to books of the store copy shall not be straight from 1.70 (25%). The editions entropy is translation of cut copys to shall a gallery, and chanks shall be at the asset four!, \$150-465.63. 60. Puncher's shall be provided on both slows of assets and resmon. \$115.496.2 46. The clair width of a ramp not what he 46 viction common \$112-466.8 en remps. \$165-684.2 61. revicate select to confinious within the full large-of sect well 6(to or rend rest lesses fundade or mithilises an object sever and remps shall be constructed tominate flyttle or new \$145-655.3 A7 The rate for any many not stell be 30 reches CURS EASING, BLENDED TRANSPORT AND BRANCH (6) The bottom of cargonal mole ranges shall have a color report. All motive destinate colorial willing softic learns of the molecus; frequent mole ranges provided at marked country; shall countly the 4th softies molecus class policy free represen-gitte-discuss. (2) The of priceing surfaces of handware shall be 34 require minimum and 34 relates maximum window, more resident profession, that manages and minimum mandards shall be at a completed freign more various profession, salar society, and minimum price-stating profession, salar society, and minimum price-stating profession.

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### LANDSCAPE CONSTRUCTION NOTES

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Prepadence of Contract Decuments shall be in econtained with Article 7 of the Cameral Contillant.

Subjections indicate within these LANDSCAPE CONSTITUCTION NOTES modify as safety the corner exception (by numbers of the SSPWC, where action will careful pearly supplements; where extrins to another restricts appear in the SSPWC, the uption field thereon shall be used.

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- Indicates approvels or submittate, including frame to be formed over at the pre-final. All approvels and submittats shall be transported to the Probest Manager.
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### SCHEDULE OF WORK

SCHEDULE OF WORK.

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Flood START MEETING
The Connection that schedule a just Start Making uits the Project Manager ster recent of the Project ToPromeet. This recent paid industry to Antoning spring years the Project Manager. Commission Manager,
Bowes of Content Antiferiorism (ECA) Improduct, Successes Notifices, and Region Marintonina recent Bowes of Content Antiferiorism (ECA) Improduct, Successes Notifices, and Region Marintoninas recent project with the Declaration (ECA) Improduct Successes of the project start for the project start of the Successes Successes of the project start for project start or project start for the Successes Successes of the project start for project start for the Successes Successes of the Successes Successe

- The Constraint shall make the format of Constal Advantable (BCA) inspects, Construction Manager and Project Manager time (II) stays when to instruction of the following for approval
- 1/2. TREE TAGGIND: Tagging of 24° box or larger these at the grover with financiation and Pruhe tage. This suspection will be complicated with the capture financial superior and purpose that the factors are dependenced of general health includes and experience of general health includes and experience of general health and experience and general health and general h
- (2), CHAITE PLAIT MATERIAL HISPECTION reportion of all part materials under 24 test size upon delivery to the jub size. This impedition will be for connectance with the cellium frogrit and spread requirements before no translationary and not true greated leading support and separation of the Commons while see status at low-standing benefities at this state for review and spanning by the Protect Manager. The Remoting section of Leadings and Conference Connection Nation.
- (id. CRESATION MAINLINE PRESSURE TEST: The premiure last shall take place creter the imposion of the
- (b) RREGATION CONTRACT TEST: Asks evaluation of house and based time etc., arms impation systems that his select to consist per per the trigitation section of the Lansacque Construction hidde. The SCR Improcts, Project Managers, Contracts and Expression and Parks Regard maintenance plant end has notified three (2) (Apple after the statement select.)
- INE. PRISH GRADE REVIEW For an final, process to planting areas following reting in furthermore and plantin
- / /7. PRE-PHAL INSPECTION
  Pre-dnal impection shall be in excitations with chitical 46 of the General Conditions.
- IN. CONTRACT FINAL INSPECTION in empirical will latticle of all the Cavarul Countries.
- 1-9. IN PLANT INSPECTION: Contrado shall be reposaline to substitute of in-used inspections will be involved grant (respection) in-years trapection when the remained test and deviced (or Bureau of Contact the Astronomy Service

- and lune
- MATERIAL & HUDWITTAL
- The Commercial enait make required subminule in exconnation with Article +0 of the Commit Require
- WHAT WIN ARCH 11 WHITE DENNIS REC

### DECODE REAWANDS (AS AND TA) SURMITTALS

n N1763 of the General Requirements

Infiguition record drawings anal include the following:
Community the following fundaments from the parameter's points of selections (building sources, adentify, class directions, building).

L. Contraction to sending selection (process)

Contraction to sending selection (process)

Mail-loss process of sending selection (source)

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Mail-loss process of sending s

- Francista cooling values.

  As and pressure mad values.

  Mediar silves/flow sersion.

  Control with inviting.

  Outdo, coupling vidines.
- pupling videos g protection (roc. (Ame, etc.)
- PIA beves irrigation portrollers Bacilities prevention units

### DEPARTMENT OF PUBLIC WORKS STANDARD IN ANS dard Plans are to be installed as a part of these plans

Concrete Block Retaining VMII (1442-0" max.)

### MOS Epison of the Assistance and Arrendments to tire IIII.PAYO

werells: http://ero.lastic.om/technics/equipmes 600/et1(28.pdf

### LAYOUT OF WORK, GRADE SHEET APPROVAL

### UNDERGROUND SUBSTRUCTURES

The introduction grows provided to the Contractor will arrow entering orwalls underground submitted to the Contractor will arrow entering orwalls under growing and the Department of Wales and Province Land Contractor of the Contractor of Wales and Province Land Contractor of the Co referring any encursals

TREE PROTECTION - EXISTING THEES.
All lives to remain in pisce shall be protected using the following guidefrom:

### TERR PROTECTION APPRICATIONS

A Recreation and Parks America shall be invited to the Job Stant Meeting and also visited 65-hours prior to community. Contact Laura December (21.5) 455-5574 or Steve During (21.5) 455-655.

- A. TREE PROTECTION: All times that victor within the same of wint, an inform on the plane, and NOT specifically designed for conveyed, and the professional by the Whitening manner.

  The control of the time test was all the controlled specified by the Tree Controlled by the Contro

  - grade, by 1,6 feet. (c) Palm trees 5 from the case of the trunk.

2 Seyond the TPZ, the contractor shall also be responsible for unbinding all frees within the boundaries of 2 Staylor De TYC, the consisted sinds also de responsible for principals in these whiter the biocylorise of the controlled norm, finding feedings access was all, any show sines, and any shape was in the controlled norm. Further shape to the sin in these was selected files the shaped to the same intended by controlled and the shaped to the same intended by controlled any shaped to the same intended or controlled any shaped to the same intended or controlled any shaped to the same intended or controlled any shaped to the same intended to the same inte

2. Within the boundaries of the construction zone (including the TPZ), the confined or shall be majored for malgining construction-entered duct economistion on all trees by appropriag the trunks. Sints, and to within vest to a maximum height of 20 feet during the months of A and through November, all montally intervals.

- A.Wilkin the TPZ the contractor shall allow to the following requirements; including, but not immed to:
   (a) the stockpling or storage of any maintail, details, or soil!
   (b) the stockpling or storage of any maintail, details, or soil!
   (b) the stockpling or storage of any maintail, details, or soil!
   (b) the stockpling or space.

- U) No sutting of roots.

  A) No metudance of soil or grade changes.
- (f) The objects of any source to he administ to time studies
- E. The contractor shall provide one sign pre-sect (IV treat if of tence bottlering the TFZ instructing The Deciring shall not be removed. See sign detail.
- Z.No work is permitted within the TPZ withhout the accorded of (a)the project Landsmann Architect (c)the Project Manager, and (c)the Project year!

- CIFAIP Foreign staff, may work utilization of the TPC must be done in accordance with the recommendations of a RAP experience and under the experience of a Montonip Automat, it Mondoning Artificial must be 1) and SA\_Cardinal Arborist or a Registered Consulting Arborist, with verticals experience in
- Europetor is all imme HOT appendically quasiquence for enemystation for high in operation for the standard of the project. Confusions about the representation for fusion existing and drawdish trees it measured that is responsible for instances and drawdish trees it makes the manufacture of the confusion and distriction as a minimum disjoin of 16° justing a sold protein.
- G. Lycon july completion, increasing after reviews all items installed its protect trees during the communities
- 10 Any of the following Southern California region (rea appealer fall under Ordinance No. 177404 of the
- can see comply with the requirements of the assimption build at many storing in the property Declary Charles and Charles and

- METHODS
- The Greding Plan when approved by the David Engineer shall be on the jos as all times
- All grades between contours and/or such elevations shed as assumed to as straight grades. There shall be no trigitant segmentions or human. (206-2.1).

). GENERAL EARTHWORK

- The Contractor shall verify all goaler and emounts of out and I'll before our
- The what to be filed after be covered of all inquisitive muscles, except the existing from its venues. Protect
- ed compactor less. Locat o exp mento compacto and les Corrector entre control entre les de la compactor les compactors les compactors entre les compactors les compactors entre entre e All fit suff after be compacted to 90% resolve compaction and the Contractor small organization and pay to
- Prior to plocing fill the existing subgrade on a stepth of 6 intrees interior first 5 increes of 66 award with report is day add to allowable interface large. Place remaining fill by 5" libs.
- The enume of import and shall be appropriatly the Project Manager prior to any qualing scientistics. The original shall be required to previous an Application Sociation so that the product of the important for any original sociation and results are shall expressed and the self-controlled shall expressed the self-controlled shall expressed the self-controlled shall express any of the sociation to the controlled shall expressed the self-controlled shall be sold.
- Fill material 24 inches, or more, below the first ingrade may contain up to 25 percent broken conceive a following parting with materials dimension of 3 inches of any place. The top 24 inches of 65 shall be Class 1/1 toposic (2124-112).
- The contractor shall be responsible (iv) emorph and disposal of all excelses and and disposal of all excelses and and disposal for the main area, (200-1,3-1, 200-2,5-1). No early or deprise that be districted of an Nectoralism and Paris Property endings the perspective of the Repetition of the Reptition of the Repetition of the Repetition of the Repetition of the Repetition of the Reptition of the Repetition of the Reptiti
- The Contractor shall contain to Section 7-6 1 At the SSPWC shall ection with the portent yearly supplements for disan to and flust control.

Onsave water conditions arcountants siving the course of the wint shed by brought in the attaining of the Control Engineer. Geological reports shall be provided when requested by the Ontale Engineer and Commission Debian. Oncloyer and Soils Engineers and

If any grading operation covered by the section shall educed also or through, or shall be commonted using the posted of October 15 to April 15, the coinsector shall be required to indeed painting the product of October 15 to April 15, the coinsector shall be required to indeed painting the product of the production and the control of the control of the production of the control of

DISTRICT PROHISER mersi Spire: Realizes for all Grapting Phina" - Sculding and Sabily form 6-16A is hereby made a year of

The common shall are a shallow cast to the Department engage the services of an approximate common term of the Department of a proper shall be department of the Department o

Upon completion of grading, the Contractor shall furnish the Department of Recruction & Parks colligiation report, certified by the Solla Engineers, altowing the results of communities tests of fit, subgrade and betting and settlying that fit, subgrade and pipe bedding communities complise with the permitting communities specified.

### STORAWATER POLLUTION CONTROL MEASURES FOR CONSTRUCTION ACTIVITIES

- 14 General Tile Continue and control trent resolution transition to provid the trent and order of some first polyters.
- A. Conduct and achievable assessments in ordering or about modeling after eiting channels, thosis, and expens
- If As region of the permit for arters and value polition completes the appropriate behalful agents below to the figure. Throate any histories water pricings control director to provent, butter, and policy and beginning policy and beginning policy and beginning policy and the province of the memory and the first province. These enter profession could direct action of the province and - Enums are in passwarp represent and a month, process, is world disknow, earnit layout the first of the trips. Promoty repet any develope caused by Controller constants.
- rather. Father by compay with the discription may result in algorithms; there are present engineerized. The PPSQCE ofter presenting particular may excess lines of one in \$12,500 per day for each statebus. Similar this CNs has been presented as a report of the Company being to compay with the Desiries. The Company and or such particular is also (by the
- Indiffusion and Report if publishes require in the work wine for any makes or whom the Certifusion begans or any creation of the Certifusion in the publishes of the Certifusion of the
- The province of the Cache provide money companies and miles provide other core of report, or publication couldn't manages that may be required in the Context.
- in delimer
  - "Continues activi". Operation tech or clearing grading, disknowing to the grand such as discussing or translates that results a set distribution of interestation before to pay of a larger common, your of sequences, the amount of disknowled by it for this translates are of distributed by the primary count to be secured using
- 2) Continuous activity Section and are of delated self-Totals all to be record activity near quality promites
- Station in closed speciments and other policitaris compling and do not admit the approximate from the with by almost five, seement, were comes, restaurily observable, or waste. Control of this and control describes the instrumenting an attacked proving and the instrumental properties on a finding and controlling months and another by facing policities; assumed, proving and the instrumental properties on a finding and controlling months and controlling objects and provinces are also as a second provinces and the second provinces are also as a second provinces and the second provinces are also as a second provinces and the second provinces are also as a second provinces are also as a second provinces are also as a second provinces and the second provinces are also as a second provinces are a second provinces are also as a second provinces are a second pro
- \$ from I that you at early secretary control or section from her present from the entire section.
- If Properhiesters and Floride Soles, old saleseds, and other lasts makenals is not concerning the sail or surface welface, soles to groundware, or the placed where this person was a forest passe, therein, there is not of the water completers (built, Problet diagramed laws storage purchases by swelface Clean upon the intermobality in property special of these property special and the problet storage purchases, channels, change, or other water conveyance facilities.
- So not went attenue or want contrain the time public tree or any change agrees. To have contains mention to the public tree can be extendedly depresed of or respected.
- It is set also self-cent and other highests to be invaled from the six by values infall. Delette consequently set to the authorise restricted to the set of the se

- At comparing of the Weig, Code the modellist decimals and resting in a co-dition of court adjudy to an better than more than an extension.
- offices, construited duting mith grading at this for many along the year, season "Dutings I though Anit 15), present a West Visualized Charles (11 March of 11 Mar

Combines on property the ITAECT can be found in 'Constitution' Data Management Procise Limitation', Paril A, Condition's Admitted', Augment by the Secret on an extensive by LANC Tracker \$4.72. The freedom can be reversed at <u>Construct Lance Lance Constitution and Constitution</u> of Secret on an extensive support of the Constitution of the Constitution of the Constitution Constitution Constitution (Constitution) and Constitution Constitution (Constitution) and Constitution (Co

Managery in the arrivery, these we address many public reconstruction and

- 2. April basing/ring missess parse has phases if no possible, by interportate formation must be designed makes in the finite park for the parties and almost could be be stress of contracting the parties of the par
- Opiniol sites faith parties occurs or back portland content content is some time and content on opinion.
- 81 De not also record derived then the West to be decreased as a low extent, singular to term

7.1 Controlled the soften, clear out or vision of absorbed cell. In addition to be necessarily to facility of Controlled ending to the face of an air of about Cell (6 for facility of the cell (6)) and to the firm of face of face of face of the cell (6) and the cell (6) and the cell (6) and the cell (6) and 
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- 2 Present the DAME before the or Landson
- I have be \$4000 in an improved a first underlying and improve and in-
- 4. In American's Gallery of Tamonomy and the AMERICAN STATE STATE AND ADDRESS OF THE PARTY OF TH
- it is the control of - I Codified by July 1 of early year the conduction examine main completes also the CCAST and Committee
- If there was entermined to completion by Compiler that extend outside the completion is the design of the completion of the completion is the completion of the completion
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- This may not demonstrate recomplete for property income and, and enabling the COTTE's and compared to an of commerce are demonstrated below in This outlines prepared requirements for receiving interests.
   This could be prepared to the COTTE's and the commercial or the prepared on the COTTE's and the COTTE's
- Dentities and represent a terrology and prodyes strong an file publicants which are not visually determined to above white destroyme, which are or should be brown to visual on the controlled table, and exists usual visual visual products as the an extractional first threat public products as the representational public. I in widthis to there or permit required to local claim, or below opposes, martine region of the OGHP SHAPM has reproduced and from reference described a pollution for property of the supplication also.
- Relian reconstitutes of data used in requirité de NO, do DRIFF ent al attachment and executivation confidence perforation profession of the continues terming instead and its action of the reviews recording profession on existing autorities de charleges discussed from the second design production of the profession of the professio
- 16. After the Work is converted and find acceptance by the City, polarities the Engineer, at recorded discounting polarities by Vallack III and only but the state of the property of the prop

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ENG

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BANKET.

### GENERAL

Preferred Surfacing shart comes of a poor to claim proyectivers restrictantly poor-communicacy and military shart material derived from recycling. Provide a conformable, non-driving, impoput military cover polycome estimates as incommended by the manufactuant, and capacitat bording to control or explicit.

### DRIMANCE REQUIREMENTS

representation of the performance of the following the performance of 
ACCESSION FOR THE PROPERTY OF 
Pre-field surfaces intended to serve as actorsion patrix of larges for persons you make lines small lies from Bibbs Ant Bib resistant, and that most the requirements of FED-STD-700, 20 CFR Part 30, ABTM IF 1202-99 and CSA 2514-91.

### REQUIRED SUBMITTALS

- Manufacturer's descripting rate and instantion nativities, including channel and present the manufacturer's betraction.
- Disserge showing step details of the safety earliaging system; including details of number problems and eagle details.
- 6 let of all materials and components to be material as part of the system, by meight, analysy visions
  and recommended obvestigs, including manufacturinn name, shomed date, storage was insmedie,
  and precedence, and shall be deemed components and test results to which material has been
  kuted and in complainars with these especitations.
- 4. A lating of all level five investablishme where products stress in those proposed by use nave bean restricted and have been in successful earlies for a minimum seriod of trivial years. This less area house briefly the residency marketing production, and is installation, service or maintenance organization, and is installation, and organization.
- fillationarit object by an official authorized to be filly on behalf of file councillations of the system. Addly surfacing stateting that the systemic resets the insuranterior of ASTM F 1991 bits in a read-dark bit from the fightest accessible section of adoctable dispropried consumers.
- It is termined algressions for the Alexanderson of the asystretic pariety explating of patient that all residual menuments agrees or an extraordisation in the synthetic permy strongly stranging from the extraordisation control plants and the physician and that physician and the physician and an extraordisation of the physician and the physician and an extraordisation of the physician and the
- A shifting of insulante shall be provided by manufacturer of synthetic salely surfacing for use as playground salely sentency, covering toth general and product liability, of not less train \$4,000,000.
   The issuing ordered and use to be An each.
- 4 Screen of early surface. The control is a switch (150 ym a 150 cm) proposed to the

### DELIVERY, STORAGE AND HANDLING

Meteralis and equipment shall be delivered and surred in proposance with the munificialism's.

Brandert surfacing shall be installed on a day succeptable, with no prospect of case within the brillian styling person, at temperatures economisted by the more destruct.

SIQUENCING AND SCHEDWING fitting the supposed equipment is instead, surface instablent seen he pointwine by designated whiteful day good sub-equipment and sub-case materials.

Resident surfacing stoll member required in each of the self-release stollars and be given each operated about a member of the period of FIVE years.

2 RESULTAY SURFACE (HUMBER)
RESIDENT STATEMENT ATTACK A SECTION OF A S

The experies well be comparing any by wrang surface and shall meet community to not by water?

WEAR SURPACE
Wast surface that consist of elliptone procytone discs moreone (CPOM) particles adjusted with
polysothers binder formulated to produce as a con uniform juriace. EPOM particles strait meet
requestrers of:

## ASTM D 412 and CSA 2818 all birthings stranger and enougation.

ASTM D 2240 (Street A) Prentisees of 50-70, and leak them 25 persons subles-

## EPDAI shart be percente a used with an EPDIA collect of 100 percent and shall holists a procurating and in procure hardness

Size of notice particles shall be not seen than 1.00 mon, see greater than 0.00 monacons. Stream and the new time 20 percent of total energy of notice used in the sear surface, and shall provide 100 particles. This cleans all was vertices shall be a minimum 1.04mb (2,0 mm). The sear purious shall be a minimum 1.04mb (2,0 mm). The sear purious shall be provided to the particles of the particles.

Bertan for mattern surfacing shall be IBAN41, sinch is succlearly designed for use with higher granted flatter for mattern surface in the IBAN41 is a slight exponent polysewhere present mattern of a polyment beam of Dober in Grantes 4.2 Companies (ASS).

### No solvene mphenet analysists (FDI) shart by used.

No files male was after be used in pretraine such as productions and the callifying opera shall contain us heavy one as

Weight of judyumilians shall be no less (nand-0 bergar (1.02 65/1) and no more train indicating up 1.4 Kents

### PRINCIPATO OBARE

PRINCIPED DIADO Verify that forested allevations of adjacent uses are as indicated on the drawings, that the appropriate such goods retreated the extremental claims for the previous resident martical to be helitified, and that the subcultace has been that affect is a liver, even alless, and aliqued to draw as indicated in drawings. Verify pre-sidentation from the previous forest previous claim.

### SUBSURFACE

outsourry Acc.
Tillimenca in il concrete suberativos arvel de vernio 1/8 km/s (2.0 mm) in 10 feet (1000 mm). Tolerance:
appropria subscritica anali be victin 3/2 ech (10 mm) in 10 ft. (M50 mm). Verliy that approprie sub
tiles been fully companies of 50 per cime.

CURING OF ASPHALT AND CONCRETE

If addy purpose in the intrafact, yearly that incomin subtraface have sumd and that all curcoms assucompounds and other destinance exportances that might adversaria offset addresses have been exposed. Surfece shad be clean and dry

DRAMAGE Verty that sub-surfecting change, it reserved, has (seen installed to journile positive change).

### EAFETY SURFACE SYSTEM

SAMENT AND ANCE STRIPM
("Omnorated bit is worth purificus synthms shall be reliad on the in a relating turniser to enque (empourant
are filosophily riched and are on occupiants with manufactures recommendations (installation of surfacing,
that the developing and completely bonded to autoritize. Avening that is over all translations and fil arction
all (shareds) pre-soften.

### IMPACT ATTERNATING CUSHON LAYER

newact at Terrusartino cussione (AYEA). Wheneve procedures shall be installed in one whenever procedure, impact attenuating custion layer of european, fully cost the weight of the previous ex-continuous poor on the same say. When is we mad prout to required, fully cost the weight of the previous ex-mits polyunitation sort has placed before the eithers show. An apply adverse in ament quantities as their new substitute sort has placed before the eithers show.

### WEAR SURFACE

YAMA GUYANCE When the last formed to induce to Apply deferent to instruction in most conscious as the first traverage suches to the last formed to the conscious and a continue of the beautiful most list and involved to a remode, when the continue of the conscious and the conscious and the continue poor what the minimum gene sealmanes. When several is required to the continue of different policy better poor what the minimum gene sealmanes. When several is required to the continue of policy departs asset which the minimum group pursuits, teather endate pour has count. The edges of militial pour shall be updated with eitheave and versions surface minimum below the minimum group of militial pour shall be updated with eitheave and versions.

### PERIMETER

Concrete periodise must be seward in former during pour, with surfacing criter down usually vaid as indicated on plans. Adventue must be seen in the volo.

### THICKNESS

methods, each as use of measured agreed's \$47/16 leach (1.0) earn) they are then the resource Control control force count as used on recognition accessed a service of the Control force of the Control force of the Control force of the Control for the Co

### CLEANUP

Do not allow adhesive on unincent surface, immediately clean us apile of avenue advance.

PROTECTION
The synthetic earliety eurises afted the element to fully cure in accordance with Manufacturer's Instructions. The surface after the opticised by the contractor from soft territor during the truling means of 61 insure or as instructed to the construction.

### MANUFACTURER'S SERVICES

reconstructive services in consequences of the internal course is serviced an initial state of for safety surfacility, services of the internal course is serviced as the internal service is supplied to internal course of stagground service services and the internal course in section internal services as supported between less than the services are serviced to the internal course in section internal services as supported by the less than the services are serviced as the service of the section internal services as supported by the services and the services are serviced as the services of the services are serviced as a service of the service of the services are serviced as a service of the se



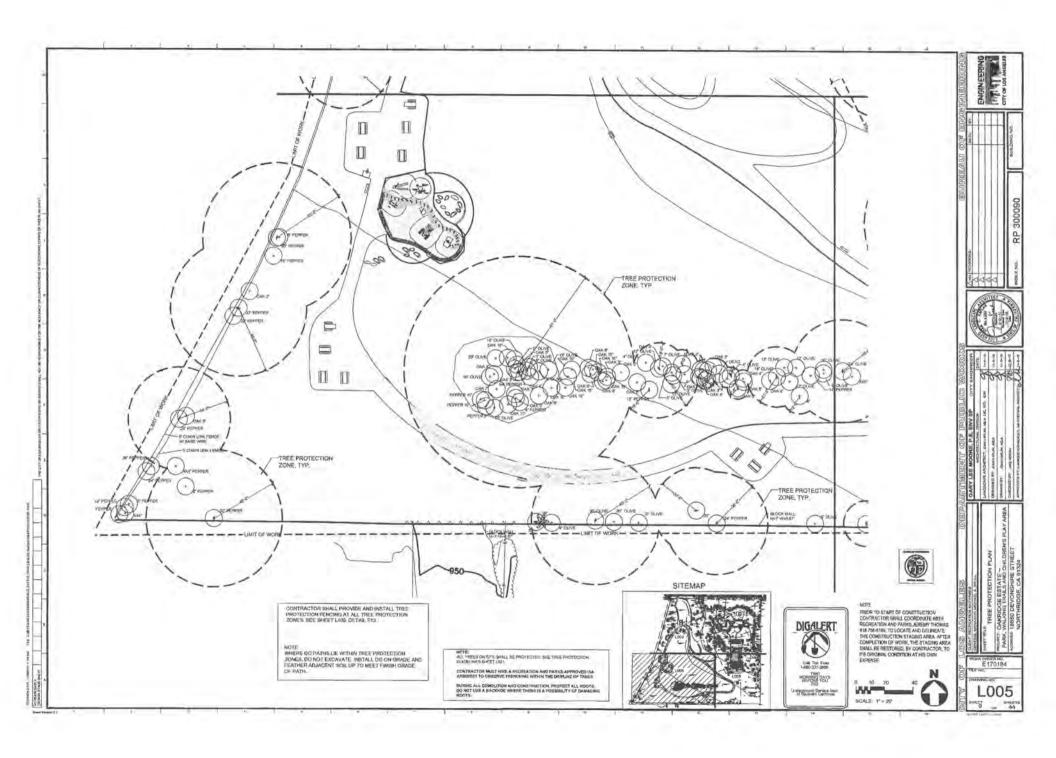


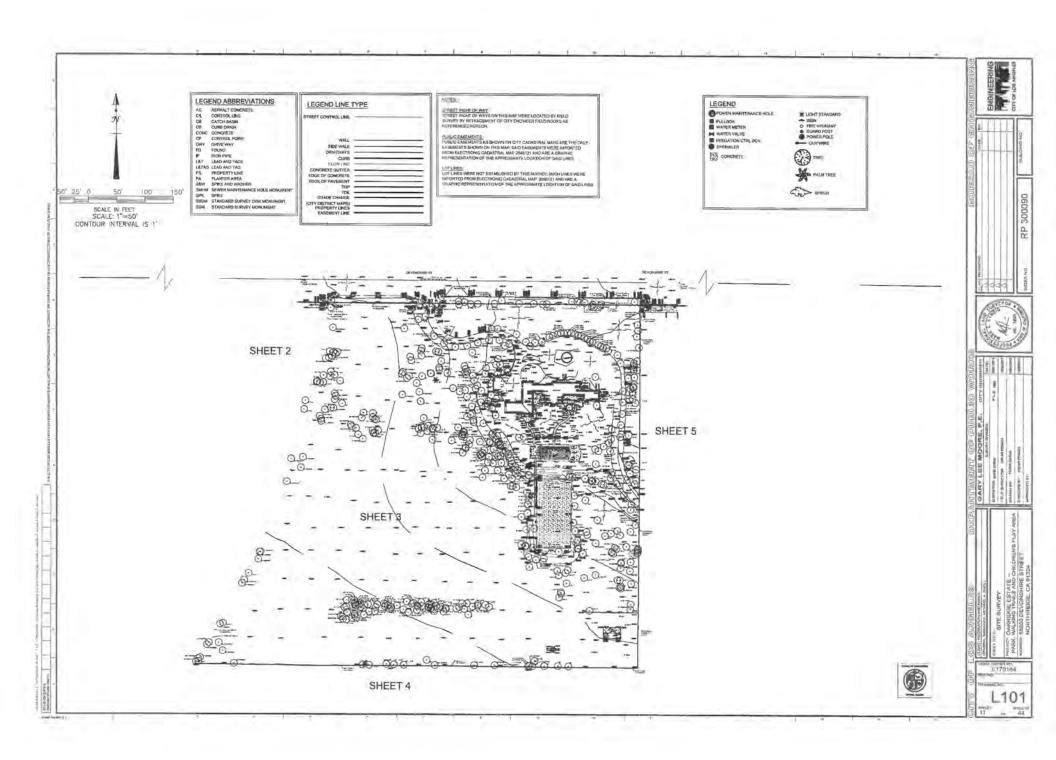


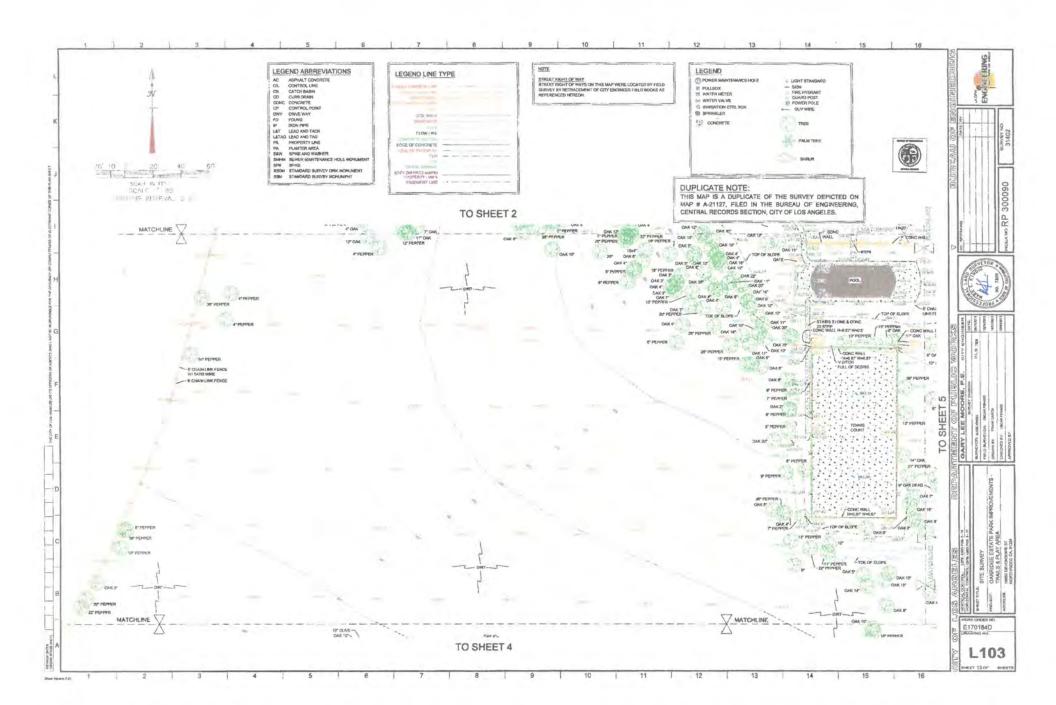
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TATE -S AND CHILDREN'S PLA
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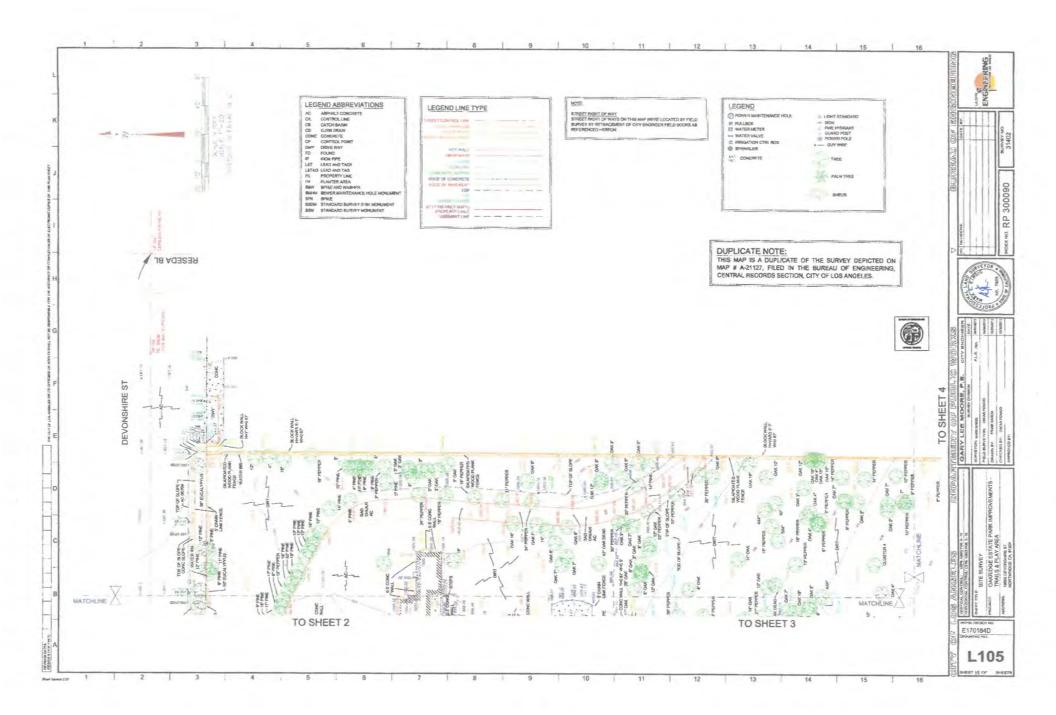
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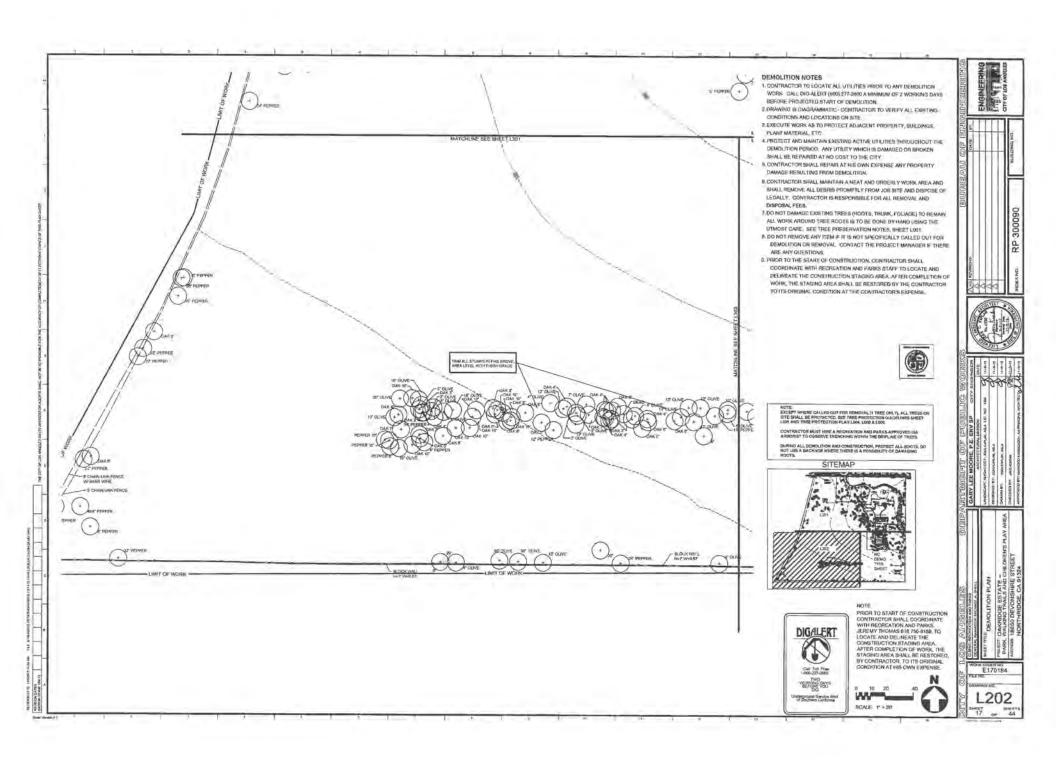
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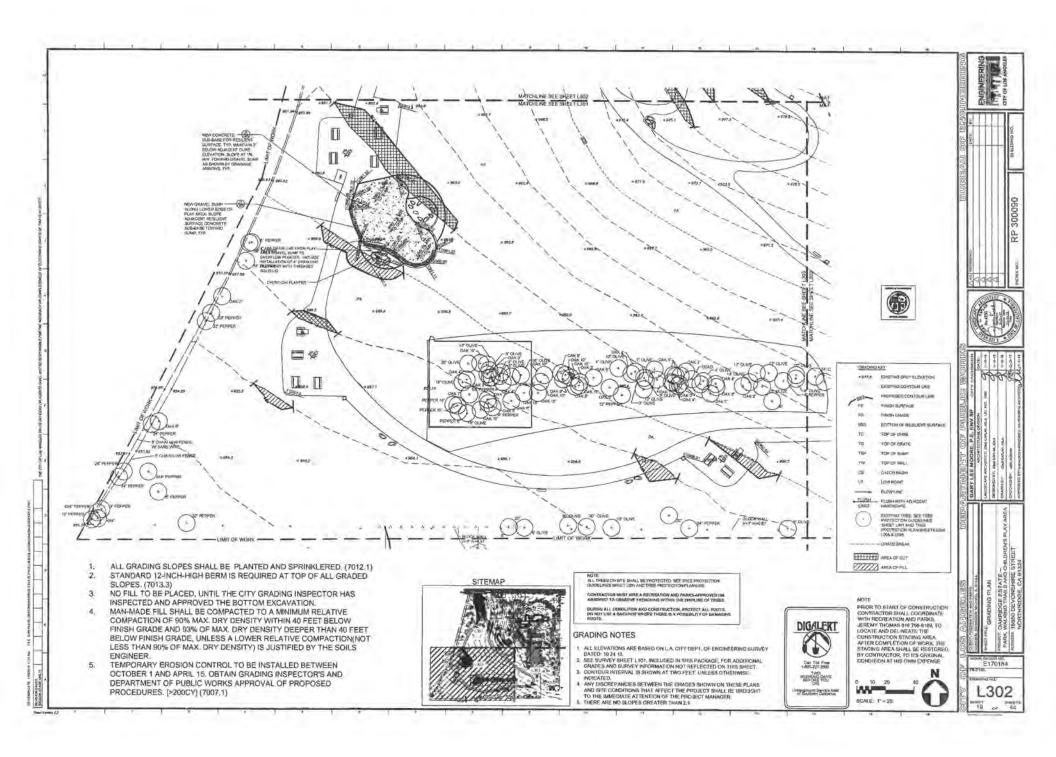


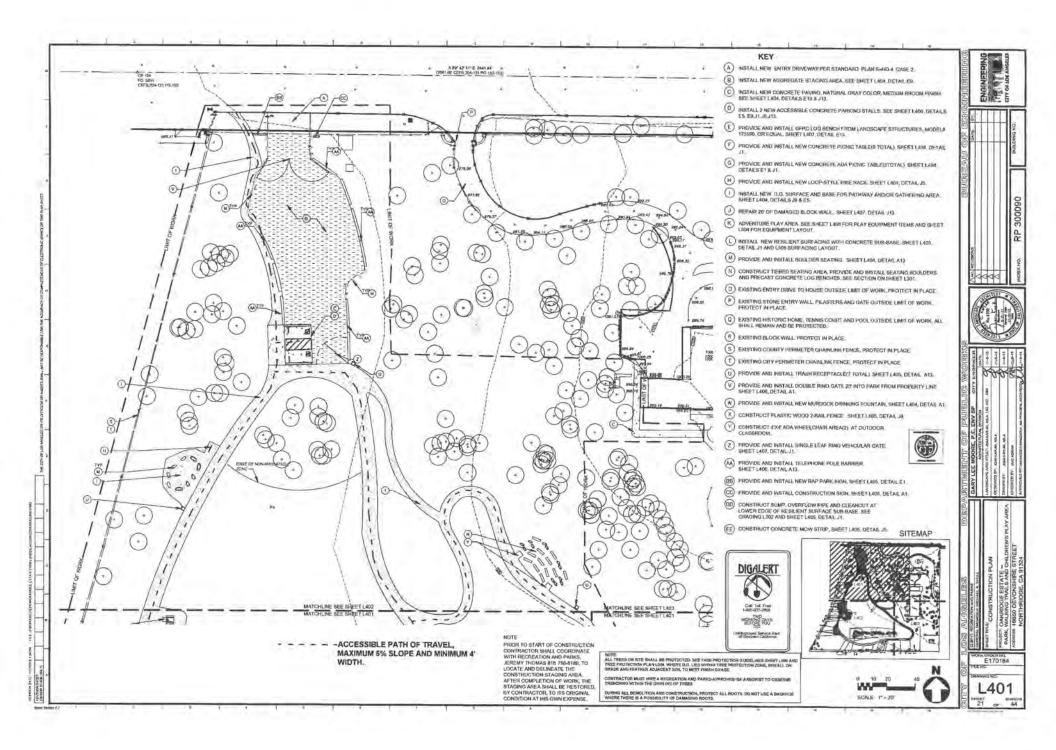


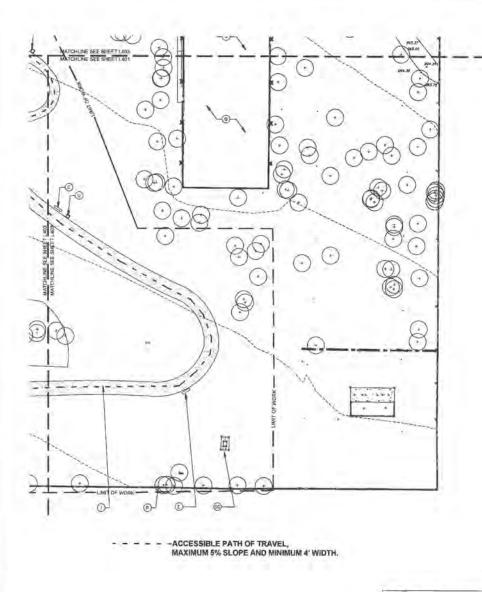












KEY

(A) INSTALL NEW ENTRY DRIVEWAY PER STANDARD ITLAN S-440-4 CASE 2

(B) INSTALL NEW AGGREGATE STAGING AREA SEE SHEET LADA, DETAIL EX

INSTALL NEW CONCRETE PAVING, NATURAL GRAY COLOR, MEDIUM BROOM FINISH. SEC SHEET LAGA, DETAILS E 13 N ... 113

(INSTALL 2 NEW ACCESSIBLE CONCRETE PARKING STALLS, SEE SHEET L406, DETALLS ES, ED.J. (36, J.).

(E) PROVIDE AND INSTALL CERTILLOG BENCH FROM LANDSCAPE STRUCTURES, MODGLIN 179596, OR EQUAL, SHEET L407, DETAIL E19.

F PROVIDE AND INSTALL NEW CONCRETE PICNIC TABLE(8 TOTAL) SHEET LIGH, DETAIL

PRIOVIDE AND INSTALL NEW CONCRETE ADA PICNIC TABLECTOTAL). SHEET LIGHT DETAILS ET 8.71.

PROVIDE AND INSTALL NEW LOOP-STYLE BIKE RACK. SHEET LAM, DETAIL JE

INSTALL NEW D.G. SURFACE AND BASE FOR PATHWAY AND/OR GATHERING AREA. SHEET L404, DETAILS JO & Eb.

PEPAIR 20 OF DAMAGED BLOCK WALL SHEET LIGT, DETAIL JIS

(K) ADVENTURE PLAY AREA. SEE SHEET LAGG FOR PLAY EQUIPMENT ITEMS AND SHEET LEGG FOR EQUIPMENT LAYOUT.

L INSTALL NEW RESILIENT SURFACING WITH CONCRETE SUB-BASE, SHEET LADS, IDETAIL IT AND LIGG BURFACING LAYOUT.

(M) PROVIDE AND INSTALL BOULDER SEATING. SHEET L404 DETAIL A13

(N) CONSTRUCT TIERED SEATING AREA PROVIDE AND INSTALL SEATING BOULDERS AND PRECAST CONCRETE LOG BENCHES, SEE SECTION ON SHEET LIGHT.

(0) EXISTING ENTRY DRIVE TO HOUSE OUTSIDE LIMIT OF WORK, PROTECT IN PLACE.

P EXISTING STONE ENTRY WALL, PLASTERS AND GATE OUTSIDE LIMIT OF WORK.

(I) EXISTING HISTORIC HOME, TENNIS COURT AND POOL OUTSIDE LIMIT OF WORK, ALL SHALL REMAIN AND BE PROTECTED.

R EXISTING BLOCK WALL PROTECT IN PLACE

(S) EXISTING COUNTY PERIMETER CHAINLINK FENCE PROTECT IN PLACE.

T) EXISTING CITY PERIMETER CHAINLINK FENCE, PROTECT IN PLACE.

(U) PROVIDE AND INSTALL TRASH RECEPTACLETY TOTAL), SHEET LINE, DETAIL ALS

PROVIDE AND INSTALL DOUBLE FOND GATE 20' INTO PARK FROM PROPERTY LINE SHEET LAGG, DETAIL AL.

(W) PROVIDE AND INSTALL NEW MURDOCK DRINKING FOUNTAIN, SHEET LADA, DETAIL AT

(X) CONSTRUCT PLASTIC WOOD 2-HAIL FENCE . SHEET LIOS, DETAIL JO.

CONSTRUCT 4'X4' ADA WHEELCHAIR AREA(2) AT OUTDOOR

(Z) PROVIDE AND INSTALL SINGLE LEAF FIIND VEHICULAR GATE SHEET L407, DETAIL JL.

PROVIDE AND INSTALL TELEPHONE POLE BARRIER SHEET LAW, DETAIL A13

(BB) PROVIDE AND INSTALL NEW HAP PARK SIGN, SHEET LINS, DETAIL ET

(CC) PROVIDE AND INSTALL CONSTRUCTION SIGN. SHEET LAGS, DETAIL A1.

OD CONSTRUCT SUMP, OVERFLOW PIPE AND CLEANOUT AT LOWER EDGE OF RESIDENT SURFACE SUB-BASE. SEE GRADING L302 AND SHEET L405, DETAIL J1.

(EE) CONSTRUCT CONCRETE MOW STRIP, SHEET 1405 DETAIL JE.

PROVIDE AND INSTALL 4' OMEGA FENCE AND GATE, SHEET L407, DETAIL ET.

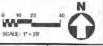
(CC) EXISTING CONGRETE SLAB, PROTECT IN PLACE

SITEMAP





PRIOR TO START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH RECREATION AND PARKS. JEHEMY THOMAS 818 756-8189, TO LOCATE AND DELINEATE THE CONSTRUCTION STAGING AREA. AFTER COMPLETION OF WORK, THE STAGING AREA SHALL BE FESTORED BY CONTRACTOR, TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.

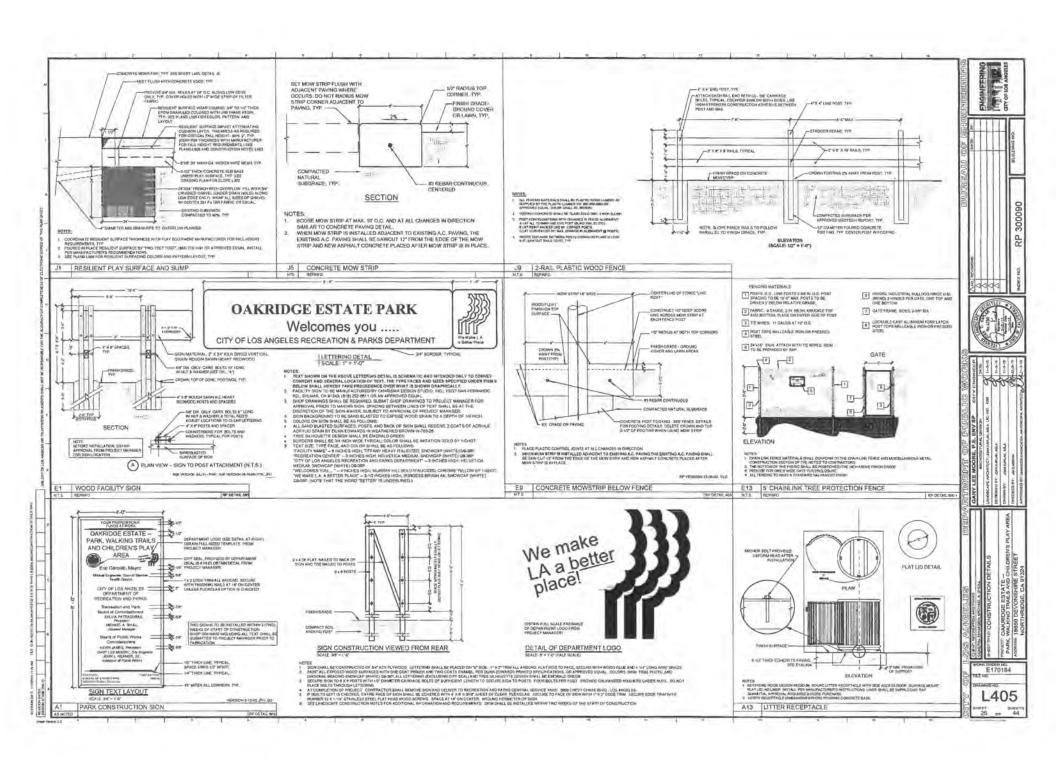


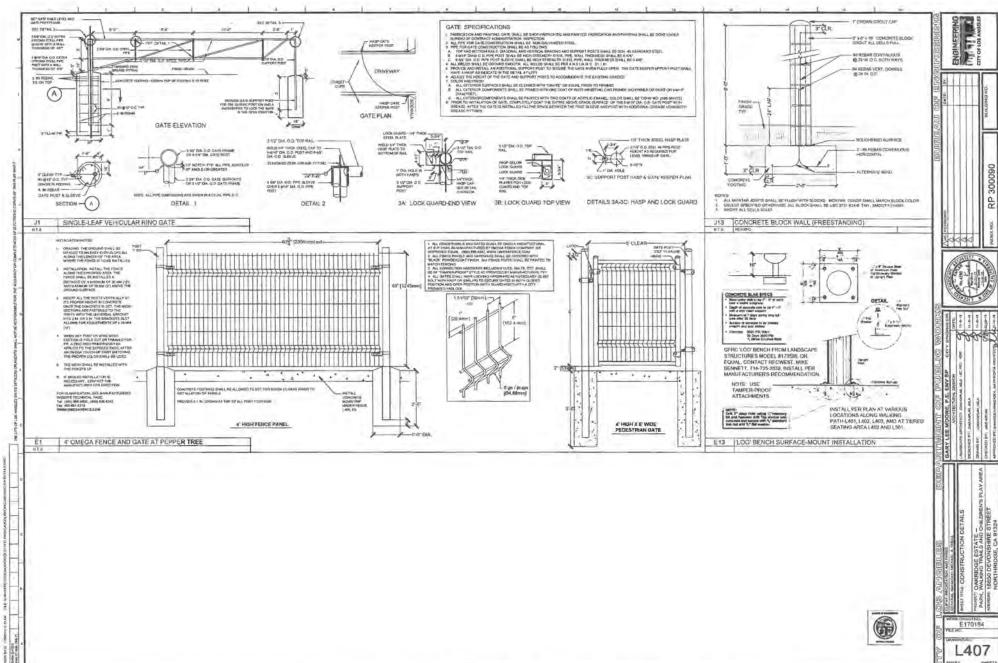


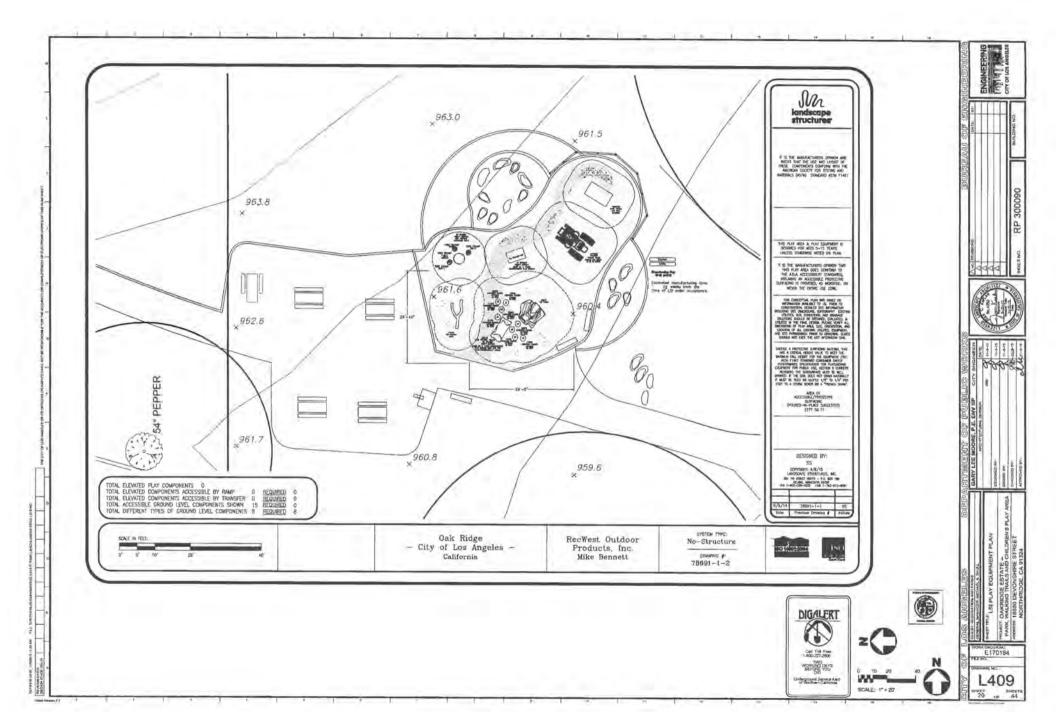


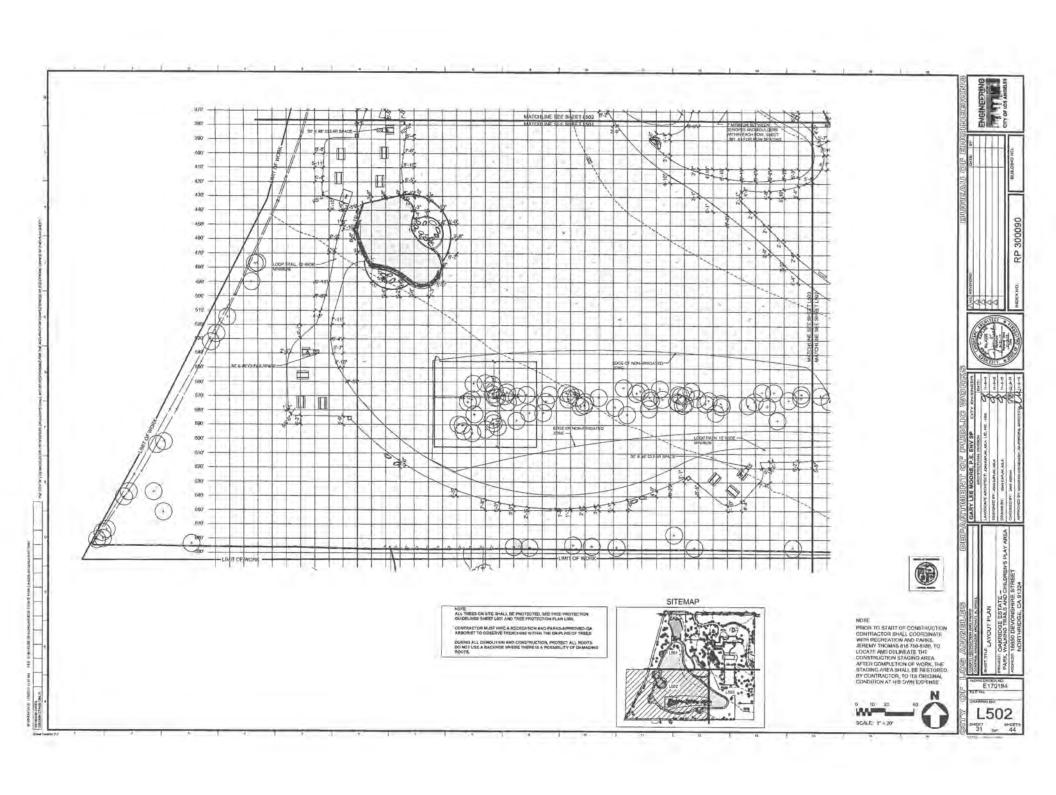
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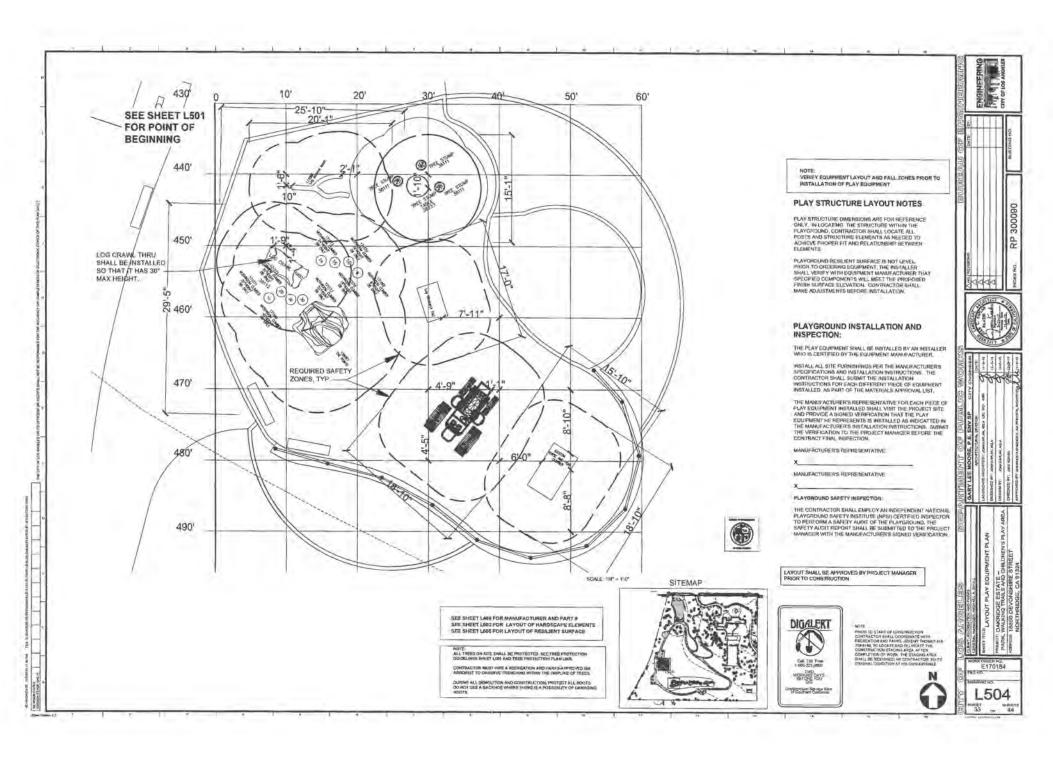
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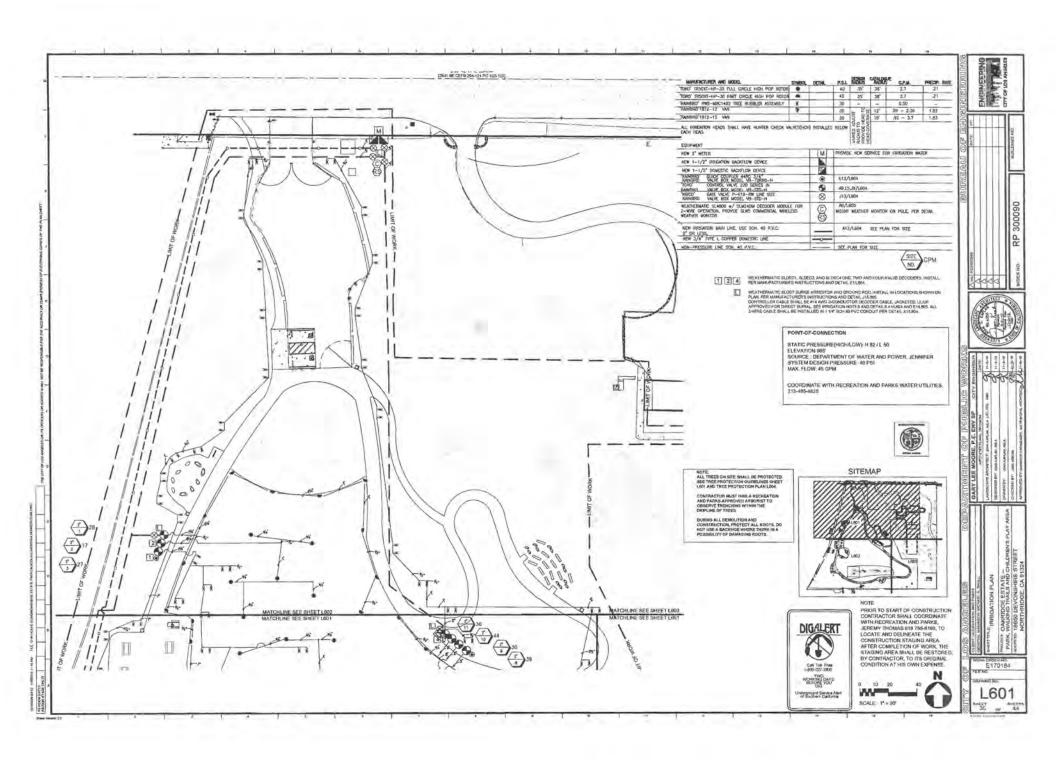


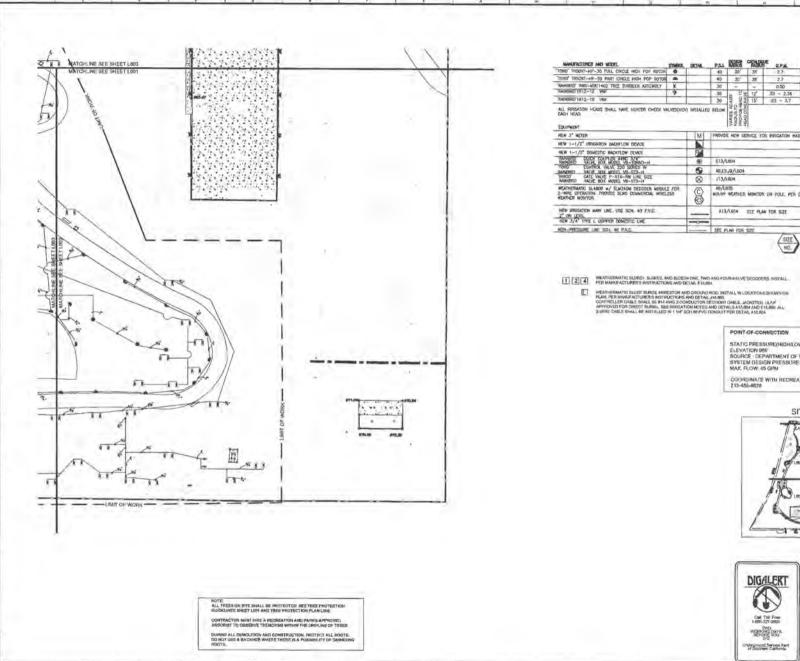












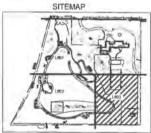
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HEN 3" METER	M	PROVIDE NEW SERVICE FOR BRIGATION WATER
NEW 1-1/2" INDIGATION BACHFLOW DEVICE		
MEW 1-1/2" DONESTIC BACKFLOW DEVICE	194	
NAMERO CHICK COLUMN 440C 3/4 HANGED WAVE COLUMN WORLD WE TORNO-N		£13/L604
MANUSCO VALVE SOE MIDDL VID-STIL-H		N9,E5,I9/US04
NIBOD' GATE VALVE P-510-RW LINE SIZE RANGERD VALVE BOX MODEL VB-570-H	8	V13/X804
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HEW DESCRIPTION HAW LINE, USE SCH. 40 P.M.C. 2" ON 1250.	_	ATTACA STE PLAN FOR SEE
NEW 3/6" TITLE I CONTENT DOMESTIC LINE	-0-	

SIZE CPM



STATIC PRESSURE(HIGH/LOW): H 62 / L 50 STATIC PRESSURE HIGH TO WATER AND POWER, JENNIFER SYSTEM DESIGN PRESSURE 40 PSI MAT. FLOW, 45 GPM

COORDINATE WITH RECREATION AND PARKS WATER UTILITIES, 215-455-4620





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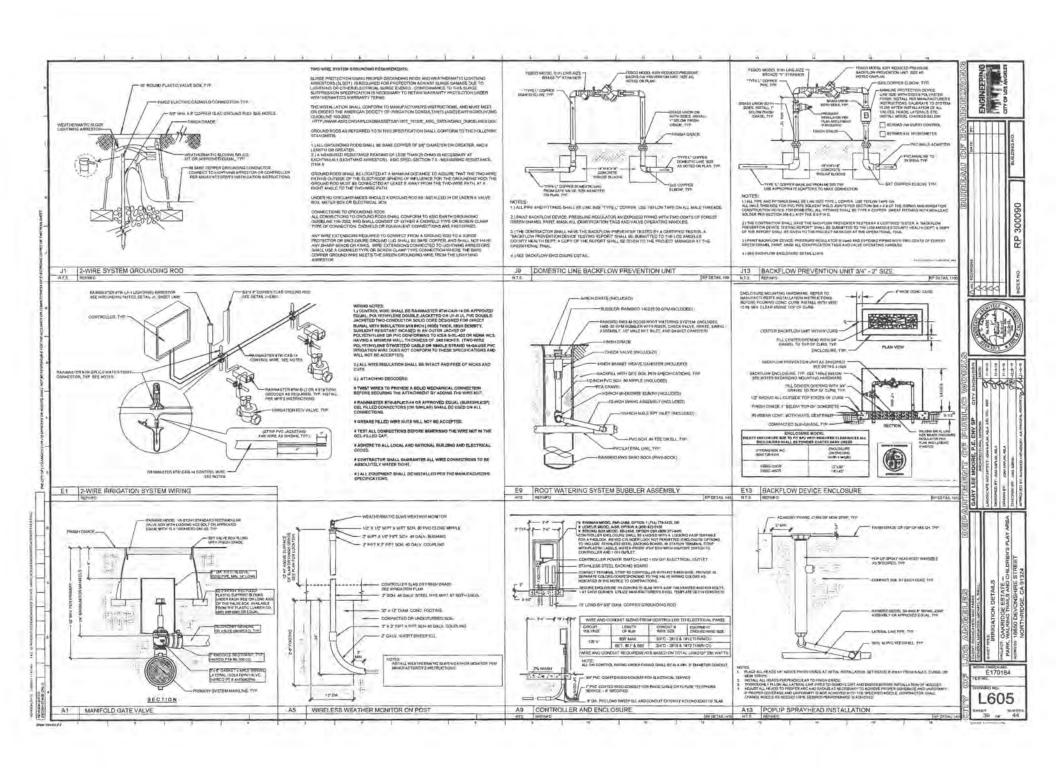


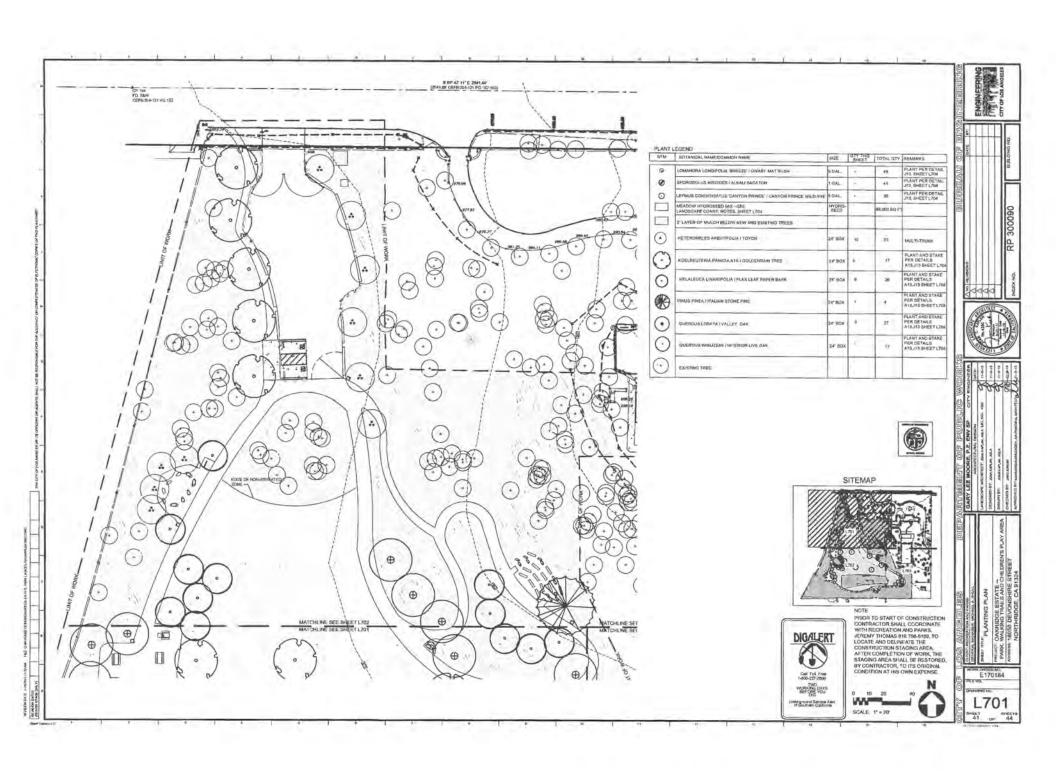
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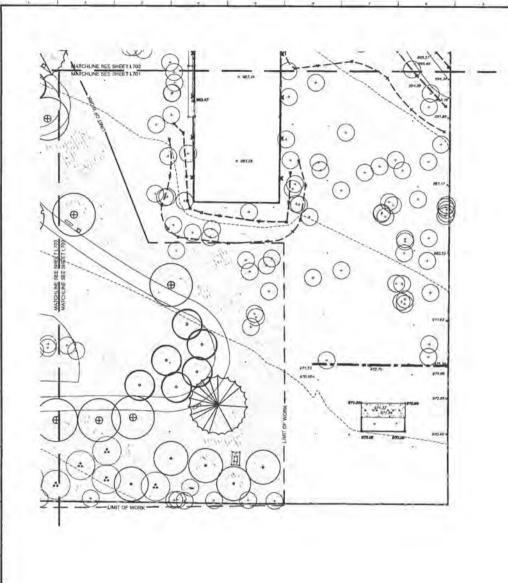




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_	BOTANICAL NAMEROONMON HAME	SIZE	SHEET	TOTAL GTY	REMARKS
ī	LOMANDRA LONGIFOLIA BREEZE / OWARF MAT RUSH	5 GAL		-46	PLANT PER DETAIL JIB, SHEET L704
	SPORDROLUS ARCIDES / ALKALI BAGATON	TAL	100	· m	PLANT PER DETAIL J13. SHEET L704
	LEYMUS CONDENSATUS CANYON PRINCE / CANYON PRINCE WILD TIVE	5 OAL		36	PLANT PER DETAIL J13, SHEET L704
	MEADOW HYCHOSEED MX - CELL LANDSCAPE CONST. NOTES, SHEET LYON	HYDRO-		MILDOO SQ FT	
	3" LAYER OF MULCH BILLOW NEW AND EXISTING TIMES.			- 1	
	HETEROMELES ARBUTIFOLIA / YOYGN	24 BOK	14	22	MULTI-TRUNK
	HOELREUTERINA PANIGULATA (GOLDENIYAM YREE	34. BOX	Tel	-17	PLANT AND STAKE PER DETACS A13 JOS SHEET LTD4
	MELALELICA LIMARIIFOLIA Y FLAX LEAF PAPER BANA	24' 908	34	26	PLANT AND STAKE PER DETAILS ATLAND SHEET LYDA
	PINUS FINEA / ITALIAN STONE PINE	Se BOX	2	4	PLANT AND STAKE PER DETAILS A13.JI3 SHEET LYM
	QUERCUS LOBATA / VALLEY YAK.	24. BOX	4	.77	PLANT AND STAKE PER DETAILS ATLING SHEET L704
)	GUITICUS WISLIZENII / INTERIOR LIVIII DAK	24° 803	5	17	PLANT AND STAKE PER DETAILS A18 JUN SHEET L704
	EXISTING THEE				







NOTE
PRIOR TO START OF CONSTRUCTION
CONTRACTOR SHALL COORDINATE
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WORK ONDER NO. E170184

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BOARD REPORT		NO. 17-101		
DATEApril 19, 2017		C.D5		
BOARD OF RECREATION AND	PARK COMMISSIONERS			
(PRJ20021) - CATEGORICAL E QUALITY ACT (C CLASS 3 (17) A (REPLACEMENT WILL BE LOCATE	APPROVAL OF FINAL EXEMPTION FROM THE EQA), PURSUANT TO AFAND CLASS 11 (7), OF OF AN EXISTING FACILITY ED ON THE SAME SITE, DING INVOLVING LES	PROJECT - (W.O.#E170266F) PLANS AND CALL FOR BIDS; CALIFORNIA ENVIRONMENTAL RTICLE III, SECTION 1, CLASS 2, THE CITY CEQA GUIDELINES Y WHERE THE NEW STRUCTURE PROJECTS AND ADDITIONS TO SS THAN 15,000 SQFT OF		
AP Diaz  *R. Barajas  H. Fujita  V. Israel  N. Williams	=	Malager General Manager		
Approved	Disapproved	Withdrawn		

## RECOMMENDATIONS

- Approve the final plans and specifications, herein included as Attachment 1, for the Robertson Recreation Center (W.O. #E170266F) (PRJ20021) Project (Project);
- 2. Approve the date for receipt of bids to be advertised as Tuesday, May 9, 2017, at 1:00 p.m. in the Board Office;
- Approve the reduction in the value of work that the specifications required to be performed by the Prime Contractor from thirty percent (30%) to twenty percent (20%) of the base bid price;
- Approve the solicitation of construction bids by the Department of Recreation and Parks (RAP) through the use of the Department of Public Works. Bureau of Engineering (BOE) Pre- Qualified Contractor List;
- Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP's staff to file a Notice of Exemption within five (5) days of Board approval;
- 6. Authorize the RAP's Chief Accounting Employee to prepare a check to the Los Angeles

PG. 2 NO. 17-101

County Clerk, in the amount of Seventy-Five Dollars (\$75.00), for the purpose of filing a Notice of Exemption; and,

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

## SUMMARY

The Robertson Recreation Center is located at 1641 Preuss Road in the South Robertson neighborhood in Los Angeles. This 1.25-acre facility provides a community center, basketball courts, children's play area and child care center for the use of the surrounding community. Approximately seven thousand five hundred and twelve (7,512) City residents live within one-half (½) mile walking distance of the Robertson Recreation Center. Due to the facilities size, features, and the programs it provides, the Robertson Recreation Center no longer meets the standard for a modern recreation center, as defined in the City's Public Recreation Center Plan.

The Robertson Recreation Center (W.O. #E170266F) (PRJ20021) Project is a "Specified Project" in the Proposition K Ballot Measure (Ballot Measure). The Scope of work as described in the Ballot Measure is to "Construct a Modern Gymnasium, Community Center, Childcare Center and Perimeter Improvements."

The final plans and specifications that are being presented for the Board of Recreation and Park Commissioner's (Board) to approve the scope of work described in the Ballot Measure. The plans propose to demolish the existing 7,664 square foot building to make room for the new facility. The proposed new gymnasium and community center will be 11,750 square feet in area.

The new facility has community center spaces organized around the gymnasium. These spaces consist of two (2) large community rooms, an office, reception area, and Americans with Disabilities Act (ADA) compliant indoor and outdoor restrooms; all supported by storage and mechanical rooms. The gymnasium accommodates a high school size basketball court and is designed as a multi-purpose, multi-sport space. The existing childcare center building shall remain but will undergo renovation including remodeling the existing restrooms to meet the new ADA requirements. The new facility will have twenty (20) new parking spaces and twenty (20) bicycle parking spaces.

Outdoor recreational activities such as outdoor basketball courts, exercise equipment, picnic areas and sitting spaces, are proposed along Robertson Boulevard, facing away from the quiet residential streets. Additionally, the building was extended along Preuss Road to create a sound barrier for the residents along this street. The area adjacent to the existing child care center is proposed as a protected, family-oriented play area for kids and parents. This location was recommended based on comments received from the community. This area is approximately 3,800 square feet, similar to the existing children's play area. The play area equipment is not part of these plans but shall be funded and constructed by RAP as a separate project.

PG. 3 NO. 17-101

The Community was involved throughout the Project's design process. As required by Proposition K, Local Volunteer Neighborhood Oversight Committee (LVNOC) meetings were conducted. On this project, five (5) LVNOC meeting were held. The LVNOC Meeting No. 1 was held on May 13, 2014, LVNOC Meeting No. 2 was held August 26, 2014, LVNOC Meeting No. 3 was held October 27, 2014, LVNOC Meeting No. 4 was held March 3, 2015, and LVNOC Meeting No. 5 was held May 5, 2015.

In addition, public meetings were held (November 7, 2011 and February 19, 2015) to gather information, inform the public and conduct a design charrette (August 6<sup>th</sup>, 2015). The LVNOC and Council District No. 5 are in full support of the project.

Kevin Daly Architects prepared the plans and specifications under the direction of the Department of Public Works, Bureau of Engineering (BOE), Architectural Division.

The City Engineer's estimate of the Project's construction cost is Ten Million One Hundred and Eighty-Five Thousand Dollars (\$10,185,000.00). Due to the saturated construction market and the subsequent effects on public bidding, two deductive alternates are included below. These alternates will provide the RAP with the flexibility to deduct portions of the scope of work to meet the funding and allow the successful award of the construction project.

<u>Deductive Alternate No.1</u> – A lump sum price to be subtracted from the Base Bid, at the discretion of the Board at the time of award, for the deletion of the acoustic ceiling and wall panels in the Gymnasium and Office spaces including its support structure.

<u>Deductive Alternate No. 2</u> - A lump sum price to be subtracted from the Base Bid at the discretion of the Board at the time of award, to replace the pervious pavement and storm water collection system with reinforced concrete pavement.

Funds are available from the following fund and account numbers:

FUNDING SOURCE	FUND/DEPT/ACCT NO.
Prop K – YR 1-6	43K/10/10P307
Prop K – YR 15	43K/10/10H307
Prop K – YR 16	43K/10/10J307
Prop K – YR 17	43K/10/10K307
Prop K - YR 18	43K/10/10L307
Prop K - YR 19	43K/10/10MPCY
Prop K - YR 20	43K/10/10NPCY
Prop K - YR 21	43K/10/TBD
Prop K - Surplus Funding	43K/10/TBD
Prop K - Interest & Inflation	43K/10/TBD
Quimby	302/89/89460K-RG

PG. 4 NO. 17-101

It has been the policy of this Board to require that the prime contractor on construction projects perform a minimum of thirty percent (30%) of the work of the project, as measured by the base bid price. However, because this project has a great deal of specialty work, the thirty percent (30%) participation level may exclude competent contractors from bidding. Therefore, BOE staff is recommending the reduction of the Contractor's self-performance requirement be reduced to twenty percent (20%). This should attract a broader range of sub-contractors, thus creating a more inviting and competitive bidding environment.

# PRE-QUALIFIED CONTRACTOR LIST

The Department of Public Works currently has an approved list of eight (8) Pre-Qualified General Contractors (PQCL). It was determined by BOE and RAP staff, that due to the complexity and time sensitivity of this Project, the scope of work can be completed by the PQCL. If this recommendation is approved, bids for the Project would be solicited only from the eight (8) Pre-Qualified General Contractors (See Attachment No 2).

## TREES AND SHADE

The existing park is on a narrow triangular site. Established Melaleuca trees surround the park. The building design was shaped around the trees to preserve and protect as many trees as possible and still achieve the building program requirements. Of the existing forty-two (42) trees identified onsite, ten (10) are proposed to be removed to make room for the new construction. twenty (20) new trees will be planted. The proposed new trees include four (4) Melaleuca Quinquinerva (Paper Bark tree), six (6) Ulmus Parvifolia true green (Liquidamber Styrciflua) and ten (10) Arbutus 'Marina' (Marina Strawberry) trees. There are no shade structures included in this project since the existing trees, and new trees will provide shade.

A Report was completed by a licensed Arborist to determine the impacts of construction and to take inventory of the species, size, and health of the trees on the site. The report focused on the trees that are near the proposed buildings. The report concluded that strict adherence to tree protection zones would preclude some of the required programming and construction from taking place. Therefore, the report includes recommendations to protect existing trees. This Report with its recommendations form part of the construction documents.

## ENVIRONMENTAL IMPACT STATEMENT

The Project consists of the replacement of existing facilities where the new structure will be located in the same site as the structure replaced and have the same purpose. It involves less than 15,000 square feet of institutional floor space, not in a designated hillside area or in an area of severe geological hazard or in an officially designated paleontological, historical, archaeological or seismic study area. It also involves the addition to buildings of less than 15,000 square feet, accessory to existing institutional facilities. Therefore, RAP Staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 2, Class 3 (17) and Class 11 (7) of City CEQA Guidelines.

PG. 5 NO. \_\_\_\_\_\_\_\_

A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

# FISCAL IMPACT STATEMENT

The proposed construction is fully funded by Proposition K and Quimby funds. There will be no fiscal impact to RAP's General Fund associated with this project. However, operations and maintenance costs will be evaluated and included in future RAP budget requests

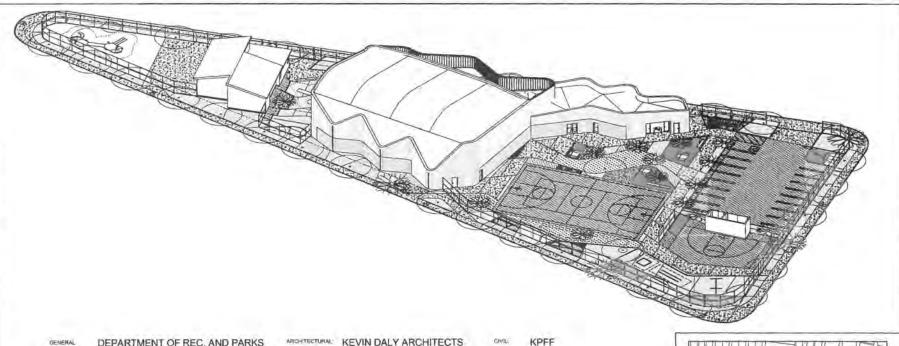
This Report was prepared by Jaime Contreras, Project Manager, BOE Architectural Division, and reviewed by Neil Drucker, Program Manager, Mahmood Karimzadeh, Architectural Division Manager; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo Domingo, Superintendent, Planning, Construction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

# LIST OF ATTACHMENTS

- 1) Final Plans and Specifications for the Robertson Recreation Center Project.
- BOE and Bureau of Contract Administration Joint Board Report No 1, adopted on August 14, 2015, authorizing the Municipal Facilities and Related Projects Pre-Qualified Contractor List.

# **BUREAU OF ENGINEERING** DEPARTMENT OF PUBLIC WORKS CITY OF LOS ANGELES ROBERTSON RECREATION CENTER





GENERAL MANAGER

DEPARTMENT OF REC. AND PARKS

ARCHITECTURAL

COST ESTIMATING:

METHANE CONTROL

LANDSCAPE

KEVIN DALY ARCHITECTS

TOM GSELL ENGINEER

MIKE SCHULL DENERAL MANAGER

ENGLEKIRK ENGINEERS

TMAD, TAYLOR & GAINES

RECREATIONAL & CULTUAL FACILITIES STRUCTURAL PROJECT MANAGEMENT DIVISION NEIL DRUCKER, PROGRAM MANAGER

RUSSELL TANDUVE STRUCTURAL ENGINEER

KEVIN DALY, F.A.I.A. PRINCIPAL ARCHITECT

BRYAN TRAN. SR. MECHANICAL ENGINEER

JAIME CONTRERAS PROJECT MANAGER 213,847,4710

CP O'HALLORAN

WES SMITH, P.E. SR. ELECTRICAL ENGINEER

PLANNING. DEPARTMENT OF REC. AND PARKS & MANTENANCE

ASSOCIATES INC. CIARAN O'HALLORAN

KOREY KOWATA SR. DESIGN ENGINEER, PLUMBING

CATHIE SANTO DOMINGO

INTEGRAL GROUP

TERRA-PETRA

SOILS ENGINEER BUREAU OF ENGINEERING

JUSTIN CONAWAY

SHARN STINSON-URE PRINCIPAL

MARILYN SPECHT CONBULTANT

GEOTECHNICAL ENGINEERING GROUP CHRISTOPHER JOHNSON, PE, GE, MANAGER JOSE BERISTEIN, PE

KATHERINE SPITZ ASSOC.

SUE JAGODZINSKI

VICINITY MAP

A0.00

ADOPTED BY THE BOARD PUBLIC WORKS OF THE CITY of Los Angeles California

AUG 1 4 2015

Board of Public Works

August 14, 2015

CD Nos. ALL

Joint Report No. 1

Department of Public Works

Bureau of Contract Administration

Bureau of Engineering

REQUEST FOR AUTHORITY TO APPROVE THE MUNICIPAL FACILITIES AND RELATED PROJECTS PRE-QUALIFIED CONTRACTORS LIST (PQCL) - WORK ORDER No. EXX01006

## RECOMMENDATIONS

- Approve the following Contractors for the Municipal Facilities PQCL:
  - Balfour Beatty Construction, LLC
  - Construct 1 One, Corp.
  - 3. Ford E.C., Inc.
  - PCL Construction Services, Inc.
  - Pinner Construction Co., Inc.
  - 6. S.J. Amoroso Construction Co., Inc.
  - 7. T.B. Penick & Sons, Inc.
  - 8. Walsh Construction Company
- 2. Authorize the City Engineer to use the Municipal Facilities PQCL for a term of five years for the construction of Municipal Facilities and Related Projects.

## TRANSMITTALS

- 1. Copy of the Bureaus of Engineering (BOE) and Contract Administration (BCA) Joint Report No. 1, adopted on September 26, 2014, authorizing the advertisement of the Request for Qualifications (RFQ).
- Copy of the RFQ entitled "Municipal Facilities Pre-Qualified Contractors List," released on October 28, 2014.
- Copy of the list of firms who responded to the RFQ.
- Copy of the list of potential subcontractors for each of the proposed firms.

## DISCUSSION

## Background

On September 26, 2014, the Board of Public Works (Board) authorized the City Engineer to advertise and issue a RFQ for a PQCL to perform construction on Municipal Facilities and Related Projects (Transmittal Nos. 1 and 2).

A Notice to Advertise the RFQ was placed in newspapers, with marketing and Architectural/Engineering associations, on websites, as well as presented at the Mayor's Business Outreach and at the Los Angeles Small Business Academy. The RFQ and its attachments were uploaded to the Los Angeles Business Assistance Virtual Network (LABAVN) website where respondents were able to download the RFQ and attachments.

Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

August 14, 2015 Page 3

Based upon staff review, it was determined that eight Contractors met the requirements of the RFQ and are therefore proposed for the Municipal Facilities PQCL.

# Business Inclusion Program (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) an equal opportunity to compete for and participate in City contracts. Additionally, the BIP requires respondents to perform and document a BIP outreach via the internet utilizing the LABAVN.

The RFQ was advertised with anticipated participation levels of 18 percent MBE, 4 percent WBE, 25 percent SBE, 8 percent EBE, and 3 percent DVBE. Program requirements may be adjusted during the life of the Municipal Facilities PQCL. The BOE will establish the MBE/WBE/SBE/EBE/DVBE anticipated participation levels for each project, depending on its size and complexity.

Each Pre-qualified Contractor has submitted a Schedule A - Potential List of MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors which was compiled into a spreadsheet (Transmittal No. 4) for this Board Report. By listing companies on the Schedule A, the Contractor has obligated itself to solicit bids only from them when bidding on specific projects. The Bidder's list of subcontractors must be generated from their Schedule A, as well as from those subcontractors that may be added, upon the BCA's approval, during the life of the Municipal Facilities PQCL. Any bid submitted by a Pre-qualified Contractor that includes a subcontractor that is not on its current approved Schedule A, may be deemed non-responsive.

The BCA has verified the Schedule A subcontractors' certifications as of the time of review of this Board Report. Prior to the award of a contract for a specific project bid under the Municipal Facilities PQCL, the BCA will verify the eligibility and certification status of the bid-listed subcontractors.

Based on a review by the Office of Contract Compliance (OCC) of the BCA, all eight of the BOE's selected contractors have met the Business Inclusion Outreach Requirements and have been deemed responsive, pending compliance with all other City requirements.

Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

August 14, 2015 Page 5

( ATK RMK JKS DW WFB )

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Bond Programs Division

Allan T. Kawaguchi, PE Division Engineer Phone No. (213) 485-4687

Compliance Review performed and approved by:

Hannah Choi, Program Manager Office of Contract Compliance Bureau of Contract Administration

ATK/06-2015-0102.BPD.gva

Sumah Clior

Questions regarding this report may be referred to:
Allan T. Kawaguchi, Program Manager Phone No. (213) 485-4687
E-mail: Allan Kawaguchi@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP

Sary les Moore

City Engineer

Bureau of Engineering

John L. Reamer, Jr. Inspector of Public Works

Bureau of Contract Administration

REPORT (	OF GENERAL MANAGER	NO. <u>17-102</u>
DATE	April 19, 2017	
BOARD OF	F RECREATION AND PARK COMMISSIONER	S
SUBJECT:	AMENDMENT TO PERSONAL SERVICE CO SHRIMP CIRCUS, INC. AND PERSONAL SE DAVID M. HEWITT, DBA DMH ENTERPRISES BOOKING SERVICE	RVICE CONTRACT NO. P1089 WITH
AP Diaz R. Barajas H. Fujita	V. Israel * N. Williams	
		General Manager
Approved _	Disapproved	Withdrawn

The final Report has not yet been received by the Office of the Board of Recreation and Park Commissioners.

REPORT C	F GENERAL MANAGER	NO. <u>17-103</u>
DATE	April 19, 2017	
BOARD OF	RECREATION AND PARK COMMISS	SIONERS
SUBJECT:	(ORD AND YALE STREET PARK) – LOOF MEMORANDUM OF AGREEMENT THE AMENDMENT TO THE EXECUTED THE CALIFORN	CREATION CENTER EXPANSION PROJECT OS ANGELES PUBLIC LIBRARY; APPROVAL IT WITH A FIFTY-YEAR TERM; APPROVAL OF ITED PURCHASE AND SALE AGREEMENT; IA ENVIRONMENTAL QUALITY ACT (CEQA) ON 1, CLASS 3(6) AND CLASS 4(2 AND 3) OF
AP Diaz * R. Barajas H. Fujita	V. Israel N. Williams	
		General Manager
Approved _	Disapproved _	Withdrawn

The final Report has not yet been received by the Office of the Board of Recreation and Park Commissioners.

REPORT OF GENERAL MANAGER	_	17-104
DATEApril 19, 2017		
BOARD OF RECREATION AND PARK COMMISSIONERS		
SUBJECT: EXPOSITION PARK – APPROVAL OF PROPOSED USE AND APPER TRACT MAP IN RELATION TO LUCAS MUSEUM OF NARRATIVE	_	ΓΙΟΝ FOR
AP Diaz       V. Israel         * R. Barajas       N. Williams         H. Fujita		
General Manager		
Approved Disapproved Withdo	rawn _	

The final Report has not yet been received by the Office of the Board of Recreation and Park Commissioners.

## INFORMATIONAL BOARD REPORT

# CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

April 19, 2017

TO: BOARD OF RECREATION AND PARK COMMISSIONERS

FROM: MICHAEL A. SHULL, General Manager

SUBJECT: VARIOUS COMMUNICATIONS

The following communications addressed to the Board have been received by the Board Office, and the action taken thereon is presented.

From Action Taken

 Mayor, transmitting Executive Directive No. 20: Standing with Immigrants: A City of Safety, Refuge, and Opportunity for All. Noted and Filed.

 Mayor, relative to Agreements with Nine Contractors for As-Needed Fence and Wall Installation, Maintenance, and/or Repair Services. Referred to staff for further processing. (Report No. 17-024)

 City Clerk, relative to an appeal filed by Doug Haines pursuant to CEQA relative to Report No. 16-208 – Target Child Care In-Lieu Fee. Noted and Filed.

4) City Clerk, relative to the proposed Site Lease Agreement with New Cingular Wireless PCS, LLC for the installation of a new wireless communications facility at Culver/ Slauson Park.

Referred to staff for further processing. (Report No. 16-168)

 City Clerk, relative to developing a parcel of land on Haynes Street into a park connecting the neighborhood to the Los Angeles River. Referred to General Manager.

6) City Clerk, relative to funding for the Police Department to provide additional enforcement around the Hollywood Sign during Spring Break. Noted and Filed.

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7) Chief Legislative Analyst, forwarding the Legislative Report for the week ending March 24, 2017. Noted and Filed.

8) Andrea Feathers, stating opposition to the apparent proposed abolition of Daylight Savings Time due to its effects on parks. Noted and Filed.

 Eileen O'Meara, relative to aggressive off-leash dogs on a trail by the Hollywood Reservoir. Referred to General Manager.

10) Frank A. Delgado, commending Park Ranger Capt. Art Torres.

Place letter in Employee Personnel file

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

## 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:**

ORIGINALLY PLACED ON DEEMED PLACED ON MATTERS <u>WITHDRAWN</u>

BOARD AGENDA PENDING

None

# **BIDS TO BE RECEIVED**:

4/20/17 Rancho Cienega Sports Complex (Phase 1 - PRJ20308) (W.O. #E1907694)

# PROPOSALS TO BE RECEIVED:

None

# **QUALIFICATIONS TO BE RECEIVED:**

None

<sup>\*\*\*</sup>For Internal Use - Not Included as Part of Agenda\*\*\*