

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD	REPORT
-------	--------

NO.__17-163

DATE	August 9, 2017	
DALL		

C.D. 14 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT:

ASCOT HILLS PARK - HABITAT RESTORATION AND GREENING PROJECT - APPROVAL OF FINAL PLANS AND SPECIFICATIONS; ISSUANCE OF

RIGHT-OF-ENTRY PERMIT TO NORTH EAST TREES

AP Diaz
*R. Barajas
H. Fujita

CSP

V. Israel
N. Williams

General Manager

Approved

X

Disapproved

Withdrawn

RECOMMENDATIONS

- Approve the final plans and specifications, substantially in the form on file in the Board Office, for the Ascot Hills Park – Habitat Restoration and Greening Project prepared by North East Trees (NET) and reviewed by Department of Recreation and Parks' (RAP) staff; and,
- Direct RAP staff to issue a Right-of-Entry (ROE) to NET onto park property to install the landscape and irrigation improvements in accordance with the final plans and specifications as approved by the Board.

SUMMARY

Ascot Hills Park is a 92.44-acre park located at 4371 Multnomah Street in Northeast Los Angeles. It is an unstaffed park that contains a parking lot, restroom facility, outdoor classrooms, amphitheater and nature trails. The Park has been developed on land owned by the City of Los Angeles Department of Water and Power (LADWP). RAP currently operates and maintains the property through a thirty (30) year Lease Agreement (Agreement) with LADWP (Exhibit A) that was approved by Board of Recreation and Park Commissioners (Board) on January 17, 2017 through Report No. 17-008, and by City Council on June 27, 2017.

NET, a non-profit community based organization, was founded in 1989 to restore natural systems in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. They specialize in working with local, underserved communities to identify degraded areas and derelict parcels of land and work to transform them into more sustainable natural areas.

In 2013, NET submitted the Ascot Hills Park Habitat Restoration and Greening Project (Project) Grant Application for funding under the State of California Strategic Growth Council's Greening for Sustainable Communities Grant Program. The Project enhancements to Ascot Hills Park

PG. 2 NO. 17-163

features fourteen (14) acres of native habitat restoration and the planting of trees and shrubs, all designed to restore the native flora. The Project will include two natural storm water infiltration areas designed to capture storm water runoff and allow for natural infiltration. The plans show the locations and types of all native trees and shrubs. Interpretative signs, bio-retention swales, irrigation equipment and overlook/seating areas will be installed. Interpretive signage will be approved by Planning, Maintenance and Construction (PMC) Branch prior to installation. Three Hundred and fifteen (315) linear feet of trails will be repaired. The total cost of the Project is One Million, Six Hundred Fifty-One Thousand, Four Hundred and Eighty-Six Dollars (\$1,651,486.00).

On June 18, 2015, the Board, through Report No. 15-140 (Exhibit B), approved the Project's conceptual design and a Memorandum of Agreement (MOA) between the Department and NET for the installation and maintenance of the improvements that NET will be installing. NET has been awarded a total of Nine Hundred, Eighty-Nine Thousand Dollars (\$989,000.00) in funds from the State. Additionally, NET obtained a CAL FIRE grant for the rain garden. NET states that they are contributing in-kind services and materials valued at One Hundred Sixty-One Thousand, One Hundred Twenty Dollars (\$161,120.00). RAP, as a supporter of this endeavor, is also contributing in-kind services valued at Two Hundred Fifty-One Thousand, Three Sixty-Six Dollars (\$251,366.00) throughout the initial design phase and maintenance services during the service payback period of twenty (20) years.

On November 4, 2016, the Board, through Report No. 15-224 (Exhibit C), approved a revised MOA upon the recommendation of the City Administrative Officer.

On November 16, 2016, NET presented the construction plans to the RAP Capital Improvements Staff Committee. PMC Branch has approved the plans.

TREES AND SHADE

The location of trees, including shade trees, was determined with community input. The community opted to not have shade structures.

The Poject will provide the following native trees:

Coast Live Oak - 19 each @ 15 gallon Toyon - 70 each @ 15 gallon, 35 each @ 5 gallon Laurel Sumac - 115 each @ 15 gallon, 56 each @ 5 gallon Blue Elderberry 18 each @ 15 gallon

The tree and plant species list was reviewed with Los Angeles Fire Department (LAFD). It was determined that following basic brush clearance procedures would mitigate any issues of concern to LAFD.

PG. 3 NO. 17-163

COMMUNITY OUTREACH

The design for this Project was driven by the community. It started with the many meetings and discussions that facilitated the creation the Park's master plan and Environmental Impact Report (EIR). Although detailed community meeting data was not tracked, the following list, submitted by NET, is representative of the community outreach garnered for this Project:

- Ascot Hills Park Advisory Board: NET was on every agenda since 2013 and presented updates at most of these meetings. 15 meetings were held with 6 to 12 people in attendance per meeting.
- Lincoln Heights Neighborhood Council (LHNC): RAP presented design updates at 3 or 4 of LHNC meetings with 35-40 people in attendance per meeting.
- LA 32 NC: 3 or 4 meetings with 35-40 people in attendance per meeting.
- Hillside Village: 4 or 5 meetings with 20-30 people in attendance per meeting.
- Ascot Hills Park On-Site Community Meetings: 5 meetings with 40-50 people in attendance at 3 of the 5 meetings, and over 200 people in attendance at 2 of the 5 meetings.
- Ramona Gardens Resident Advisory Committee: 2 meetings with 15 people in attendance per meeting.
- Ramona Gardens public meetings 4 meetings with approximately 100-200 people in attendance per meeting, and door-to-door outreach within Ramona Gardens.
- Soto Street Greenway Meetings: 4 or 5 meetings with 50-60 people in attendance per meeting.
- Various other public meetings at Neighborhood Councils and community groups in the greater East and Northeast Los Angeles area.

ENVIRONMENTAL IMPACT STATEMENT

The Board approved the proposed Project (Report No. 15-140), and determined it to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(2,3,7) of the City CEQA Guidelines. A Notice of Exemption was filed on July 2, 2015 with the Los Angeles County Clerk. No further CEQA determinations or actions are needed for this project.

FISCAL IMPACT STATEMENT

The proposed landscape Estimated Total Water Use (ETWU) is 1,470,993 gallons (1,967 Hundred Cubic Feet) per year. The estimated cost of water use for establishment period per year is Four Thousand Dollars (\$4,000.00)).

RAP Maintenance Division has determined that costs to maintain new park improvements will be Twenty-Five Thousand Dollars \$25,000.00) per year.

PG. 4 NO. 17-163

This Report was prepared by Tom Gibson, Landscape Architect II, and Cid Macaraeg, Senior Management Analyst II, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A: Report No. 17-008 Approval of 30-Year Lease Agreement with LADWP
- Exhibit B: Report No. 15-140 Approval of Conceptual Park Design for the Habitat Restoration and Greening Project and Memorandum of Agreement with North East Trees
- Exhibit C: Report No. 15-224 Revised Memorandum of Agreement With North East Trees

17-008



BOARD KEP	OKI			NO.	
DATE_Jan	uary 18, 2017			C.D	14
BOARD OF F	ECREATION AND PAR	K COMMIS	SSIONERS		
SUBJECT:	ASCOT HILLS PARK— ANGELES DEPARTME THE CALIFORNIA ENV ARTICLE III, CLASS ALTERATIONS TO TH GUIDELINES	NT OF WA IRONMEN 4(7) (LEA	TER AND PO ITAL QUALITY ASE TO USE	WER; AND EXEM (ACT (CEQA) PU E LAND INVOLV	PTION FRO JRSUANT T JING MINO
AP Diaz R. Barajas H. Fujita	V. Israel K. Regan N. Williams		Ramon	Bayay W	tol
Approved As Amended	Dis	sapproved		General Manage Withdray	

RECOMMENDATIONS

POARD BERORT

Adopt a proposed Resolution, herein included as Attachment 1 authorizing the Department of Recreation and Parks (RAP) to enter into a Twenty (20)* year Lease *Thirty (30) Agreement with the Los Angeles Department of Water and Power (LADWP) for Ascot Hills Park, and authorize payment of Twenty Dellars (\$20.00) to LADWP for the annual Lease *Thirty fee, per Charter Section 594(a) and (b) subject to the approval of the Mayor and the Dollars approval of the City Attorney as to form:

(\$30.00)

- Approve the proposed Lease and terminate previous Lease upon execution of new lease. between RAP and LADWP, for the operation, maintenance and development of a portion of the LADWP's Ascot property;
- 3. Direct the Board Secretary to transmit forthwith the proposed Lease to the Mayor for expedited review in accordance with Executive Directive 3 (Villaraigosa Series) for review and approval, and concurrently to the City Attorney for review and approval as to form;
- 4. Authorize the City Attorney's Office to make technical changes to the Lease, as necessary;
- 5. Upon obtaining all necessary approvals, authorize the Board President and Secretary to execute the Lease;
- 6 Find that the execution of the Lease is categorically exempt from CEQA and instruct RAP staff to file a Notice of Exemption with the Los Angeles County Clerk within five (5) working days; and,

PG. 2 NO. 17-008

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

SUMMARY:

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

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

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

On November 15, 2016, LADWP provide a new lease for execution. This newly revised lease will be presented to the State for review, but is expected that additional changes will be required. In order to meet the State's deadline for submitting the required information mentioned in the November letter from the State, the Board is being asked to approve the lease with the extended *2047 term of 2037*. The Board is nevertheless informed that there could be a need for additional revisions or amendments addressing the Land Tenure issues. This new Lease is expected to replace the old Lease executed in 2010.

PG. 3 NO. 17-008

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

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

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

NET, with the support from RAP, will perform the habitat restoration work. Per the grant *thirty (30) requirement, site control for twenty (20) years is needed. In order to accomplish this, the City Attorney has drafted the new Lease between RAP and LADWP that will comply with the twenty thirty (30) (20) year grant requirement. This will enable NET to perform the habitat restoration work to the Park and allow the City of Los Angeles to continue to operate the Ascot Park as a recreational and open space park. The approval of the new Lease will also permit NET to continue with the grant process and development work. NET is currently working on the improvement to the site or park. It is anticipated that all funding issues related to the Project will be resolved and the development/restoration work can continue. If RAP is not able to supply the information or cannot meet all requirements within the indicated deadline of January 31, 2017, the State has indicated that the application for funds may no longer be considered for funding. For this reason, it is imperative that the review and approval of the Lease Agreement take place before January 31, 2017. Expeditious review and approval of the aforementioned Lease will help ensure that the grant funding is not lost and that habital restoration work continues at Ascot Hills Park. Preservation of this Los Angeles jewel requires every effort necessary to insure that all steps are taken to preserve this park for future generations to enjoy as it was intended.

TREE AND SHADE

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

NEEDS ASSESSMENT

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

NO. 17-008 PG. 4

of the existing park. Approval of the Lease will enable these residents to continue to have access to improved green, open spaces and neighborhood parks within a 1/2 mile walking distance of their homes. The loss of this park would reduce available park space and would be counter to the Mayor's directive to increase park space.

ENVIRONMENTAL IMPACT STATEMENT

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

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

FISCAL IMPACT STATEMENT

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

\$30.00

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

LIST OF ATTACHMENT(S)

- Proposed Resolution Proposed Lease Agreement for Twonty (20) Year Term Ending 2037 Thirty (30) 2)
- 3) Existing Lease Agreement Executed in 2010
- Report No. 15-140 4)

Attachment 1

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

WHEREAS, LADWP proposed a Lease that addresses the request for an extension of term to 2037 satisfying the twenty (20) year grant requirement; and, 2047 thirty (30)

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Lease for Ascot Hills Park between LADWP and RAP for a twenty (20) year term ending 2037; and, thirty (30)

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

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

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

		true and correct copy of a Resolution adopted by ers of the City of Los Angeles at its Meeting held
on	 (Report No).
		Armando X. Bencomo, Secretary
		Resolution No.

Los Angeles Department of Water & Power

ATTACHMENT 2

ERIC GARCETTI Mayor Commission
MEL LEVINE, President
WILLIAM W. FUNDERBURK JR., Vice President
JILL BANKS BARAD
MICHAEL P. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, Secretary

DAVID H. WRIGHT General Manager

November 15, 2016

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

Subject: DWP File W-80858

Lease to Department of Recreation and Parks

Portion of the Los Angeles Department of Water and Power's

Ascot Reservoir for Open Space

Dear Mr. Macaraeg:

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

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

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

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

Sincerely,

Guy Lammers Property Manager

BRV Enclosures

Putting Our Gustomers First (

DO NOT RECORD

LEASE

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

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

- 1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.
- Lessee's rights to use under this Lesse shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.

- 3. The Parties agree that Lessee's use and occupancy of Premises shall be referable solely to the permission herein given.
- 4. This lease shall commence upon approval by the entities respective Board of Commissioners and expire on March 1, 2047 (the "Term").
- 5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 5 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 5 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lesses to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.
- 6. Lessee agrees to pay to Lessor the sum of \$1.00 per year for the 30 year period of the Lease agreement which sum is payable in a lump sum of \$30 within 60 days of execution of this Lease.

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

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

- 7. Lessor assumes no responsibility to provide security for the Premises. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees. Lessee shall maintain and provide adequate security for the Premises comparable to the security Lessee provides to similarly sized public parks that Lessee owns and/or operates.
- 8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.
- 9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the Premises to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department

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

- 10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by the easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.
- ll. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving five years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.
- 12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 5:111, Room 1031, Los Angeles, California 90051-0100.
- 13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions.
- 14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.
- 15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.
- 16. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other

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

- 17. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.
- 18. Lessee shall pay for all materials and improvements placed upon, joined, or affixed to said lessed area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.
- 19. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessoe in any application required for obtaining or continuing any such services.
- 20. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.
- 21. Dessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.
- 22. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.
 - 23. Storage of flammable liquids is not permitted within the property
- 24. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.
- 25. The Department further reserves the right to license or lease additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to installations.

- 26. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors employees, sub-licensees, sub-lessees or invitees onto the Premises.
- 27. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessees operations or recreational activities. Lessee shall remain responsible for compliance of all terms and conditions of this Lease by sub-lessees or sub-licensees.
- 28. Each of the parties to this agreement is a department of the City of Los Angeles having separate funding sources. In accordance with an action of the City Council on April 17, 1991 which authorizes indemnification of proprietary City departments by Council-controlled departments Council File No. 85-1784), the Department of Recreation and Parks acknowledges this and agrees to defend and indemnify the Department of Water and Power from and against claims of loss of any kind or nature whatsoever and any associated costs, for injury or death to persons or damage to property (including environmental damage) which arise by reason of or incident to this Lease or the leased premises, or the acts, errors or omissions, or willful misconduct of the Department of Recreation and Parks, in any way related to this Lease. This indemnification shall survive the termination of this Lease and shall be in addition to any other rights or remedies that the Department of Water and Power may have, at law, or in equity.

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

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

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

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

[42 USCS \$9601 et. seq.;; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS §6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPCA) [33 USCS \$1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS \$2501 et. seq.]; the Hazardous Materials Transportation Act (hereinafter HMTA) [49 USCS \$5101 et. seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 USCS \$136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §9601 et. seq.] (hereinafter SARA); the Clean Air Act [42 USCS \$7401 et. seq.]; the Safe Drinking Water Act [42 USCS §300f et. seg.]; the Solid Waste Disposal Act [42 USCS §6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS \$1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS \$11001 et. seq.]; the Occupational Safety and Health Act [29 USCS §651 et. seq.]; the California Underground Storage of Hazardous Substances Act [M&SC \$25280 et. seq.]; the Carpenter-Presley-Tanner Hazardous Substance Account Act [H&SC \$25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC \$24249.5 et. seq.]; and the Porter-Cologne Water Quality Control Act [Wat. C. \$13000 et. seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

- 30. Lessee, by executing this Lease Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Lessee will be responsible for payment of any property taxes upon such right. Lessee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.
- 31. For information about a specific Possessory Interest assessment, please contact the Assessor's Office, Possessory Interest Section at (213) 974-3108, Los Angeles County Assessor, c/o Possessory Interest Section, Room 180, 500 West Temple St., Los Angeles, CA 90012, or via the internet at http://assessor.lacounty.gov/wxtrenet/overview/possint.aspx.
- 32. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of the Lease subjecting the Lease to termination where such failure shall continue for more than 90 days after such notice of such failure to Lessee by Lessor or City.
- 33. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions') related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to practices provisions of this Lease may be deemed to be

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

- 34. This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this Lease, Lessee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3E and 10.8.3F of the Los Angeles Administrative Code, the failure of Lessee to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, the Lease may be forthwith terminated.
- 35. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et. seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessor has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any Provision of the SDO.
- 36. The Lessees, sub-lessees, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the Lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, the Lessee is required to provide and update certain information to the City as specified by law. Any Lessee subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor or sub-lessee expected to pay at least \$100,000 in rent under this Lease:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

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

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

- 38. Lessee, sub-lessees, and their Principals shall comply with these requirements and limitations, Violation of this provision shall entitle the City to terminate this Lease and pursue any and all legal remedies that may be available.
- 39. This Section is applicable where Lessee engaged in business within the City of Los Angeles and Lessee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, ct seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this Lease or the effective date of any extension of the term or renewal of this Lease, Lessee shall provide to the Lessor proof satisfactory to the LADWP's Real Estate that Lessee has the required TRCs and that Lessee is not then currently delinquent in any tax payment required under the Tax Ordinances. Lessor may terminate this Lease if Lessor determines that Lessee failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the term of, or renewing this Lease, Lessor may also terminate this bease at any time during the term of this Lease if Lessee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Licensee fails to cure such deficiencies within the 30 day period.
- 40. Lessee will be responsible for all brush clearing activities on the leased area. Lessee will at all times remain in compliance with brush clearing requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

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

Dated

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

APPROVED:

RICHARD F. HARASICK

Senior Assistant General Manager

Water System

By:

General Manager

And:

Secretary

LESSOR

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

By:

President

Ву:

Secretary

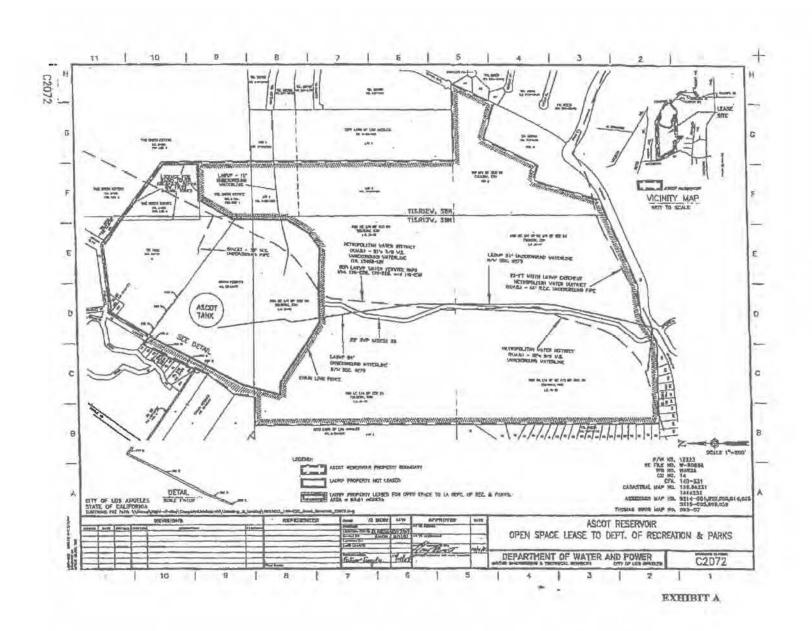
DATE -

LESSEE

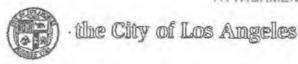
APPROVED AS TO FORM AND LEGALITY
MICHAEL N PEUER CITY #1700 FV

NOV 10 2015

DEBUTY CLCY ATTLACTEY



Department of Water and Power



ATTN: Mr. Jon Kirk Mukri

ANTONIO R. VILLARAIGOSA

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

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

April 13, 2010

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

Dear Mr. Macaraeg:

Subject: DWP File W-80858

Ascot Reservoir

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

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

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

Sincerely,

CHERE D. LOTT Real Estate Officer

CDL:dc Enclosures

DO NOT RECORD

LEASE

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

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

- 1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.
- Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations

- 3. Lessee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and said Department in said real property, and agrees never to assail or resist the same, and further agrees that Lessee's use and occupancy of said leased area shall be referable solely to the permission herein given.
- This lease shall commence upon approval by the entities respective Board of Commissioners and continue for a period of twenty (20) years thereafter.
- 5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 4 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.
- 6. Lessee agrees to pay to Lessor the sum of one dollar (\$1.00) per year for the twenty (20) year period of the lease agreement which sum is payable in a lump sum of \$20 within 60 days of execution of this Lease.

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

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

- 7. Lessor assumes no responsibility to provide security for the leased area. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees.
- 8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

- 9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the right of way to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.
- 10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Quality and Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.
- 11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving 5 years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.
- 12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten (10) days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.
- 13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions
- 14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

- 15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.
- 16. Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.
- 17. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other party having an interest therein, from liens, and Lessee shall give to Lessor at least ten (10) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property.
- 18. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised ressonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.
- 19. Lessee shall pay for all materials placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.
- 20. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.
- 21. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

- 22. Lesses shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.
- 23. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.
 - 24. Storage of flammable liquids is not permitted within the property.
- 25. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.
- 26. The Department further reserves the right to license additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.
- 27. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors or employees onto the Premises.
 - 28. Lessee will hold harmless, defend and indemnify Lessor from any and all claims of any type or nature whatsoever that may come against Lessor, arising by reason of or incident to this lease, with the exception of claims alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its water pipelines on the leased property.

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

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

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

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

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

30. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance. under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seg.]; the Resource Conservation and Recovery Act of 1976 [42 USCS \$56901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS \$\$1251 et. seg.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS SS1801 et. seq.]: the Insecticide, Fungicide, Rodenticide Act [7 USCS \$\$136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 DSCS \$\$6901 et. seg.]; the Clean Air Act [42 USCS \$\$7401 et. seg.]; the Safe Drinking Water Act [42 USCS SS300f et. seq.]; the Solid Waste Disposal Act [42 DSCS \$\$6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS \$\$1201 et. seq.]; the Emergency Planning and Community Right to Know Act (42 USCS 5911 001 et. seq.); the Occupational Safety and Health Act [29 DSCS §\$655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC \$\$25280 et. seq.] the California Hazardous Substances Account Act (H&SC \$\$25300 et. seg.]; the California Hazardous Waste Control Act [H&SC \$\$25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act (M&SC \$\$24249.5 et. seq.]; the Porter-Cologne Water Quality Act (Wat. C. \$\$13000 et. seg.) together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

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

APPROVED:

MARTIN L. ADAMS

Director of Water Quality

And Operations

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

1 D Hours

S. DAVID FREEMAN, Interim General Manager Date 3 - 1-10

And Balloun & Moodos

LESSOR

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

JON KIRK MUKRI General Manager

LESSEE

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

JAN 1 4 2009

MARYK, DENINIS Deputy City Alternay Approved as to Form and Legality_

ROCKARD J. DELGADULO CHY ARRANGE

By Chillian

bc: Theresa Tsai Steve Cole

June 23, 2008

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

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

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

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

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

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

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

Sincerely,

ORIGINAL COPY SIGNED BY CHERE D LOTT

Chere D. Lott Real Estate Officer

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

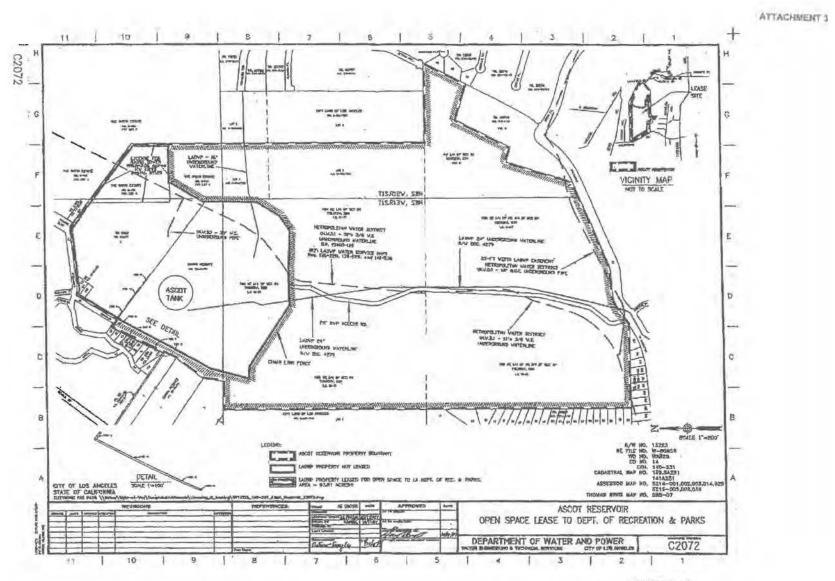


EXHIBIT A

CITY CLERK

SHANNON D. HOPPES EXECUTIVE OFFICER

When making inquiries relative to this matter, please refer to the Council File No.: 17-0577

ERIC GARCETTI MAYOR

CITY CLERK

Council and Public Services Division

200 N. SPRING STREET, ROOM 395 LOS ANGELES, CA 90012 GENERAL INFORMATION - (213) 978-1133 FAX: (213) 978-1040

> BRIAN E. WALTERS DIVISION CHIEF

CLERK, LACITY, ORG

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

June 27, 2017

Council File No.: 17-0577

Council Meeting Date: June 27, 2017

Agenda Item No.: 67

Agenda Description: COMMUNICATION FROM THE BOARD OF WATER AND POWER

COMMISSIONERS relative to authorization to execute a 30-year lease agreement with the Department of Recreation and Parks for natural areas

and open space at the Ascot Reservoir.

Council Action: COMMUNICATION FROM THE BOARD OF WATER AND POWER

COMMISSIONERS - ADOPTED FORTHWITH

Council Vote: YES BOB BLUMENFIELD

YES MIKE BONIN YES JOE BUSCAINO

YES GILBERT A. CEDILLO YES MITCHELL ENGLANDER

YES MARQUEECE HARRIS-DAWSON

YES JOSE HUIZAR
YES PAUL KORETZ
ABSENT PAUL KREKORIAN
YES NURY MARTINEZ
YES MITCH O'FARRELL
YES CURREN D. PRICE

YES DAVID RYU YES HERB WESSON

HOLLY L. WOLCOTT

i	APPROVED
Li	JUN 1 8 2015
N,	H PARK CO

NO	15-140	
C.D.	14	

General Manager

REPORT OF GENERAL MANAGER

DATE June 18, 2015

BOARD OF RECREATION AND PARK COMMISSIONERS

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

fier	R. Adams *R. Barajas H. Fujita	OSP	V. Israel K. Regan N. Williams	
				1/1

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

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

REPORT OF GENERAL MANAGER

PG. 2 NO. 15-140

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

SUMMARY:

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

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

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

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

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

REPORT OF GENERAL MANAGER

PG. 3 NO. 15-140

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

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

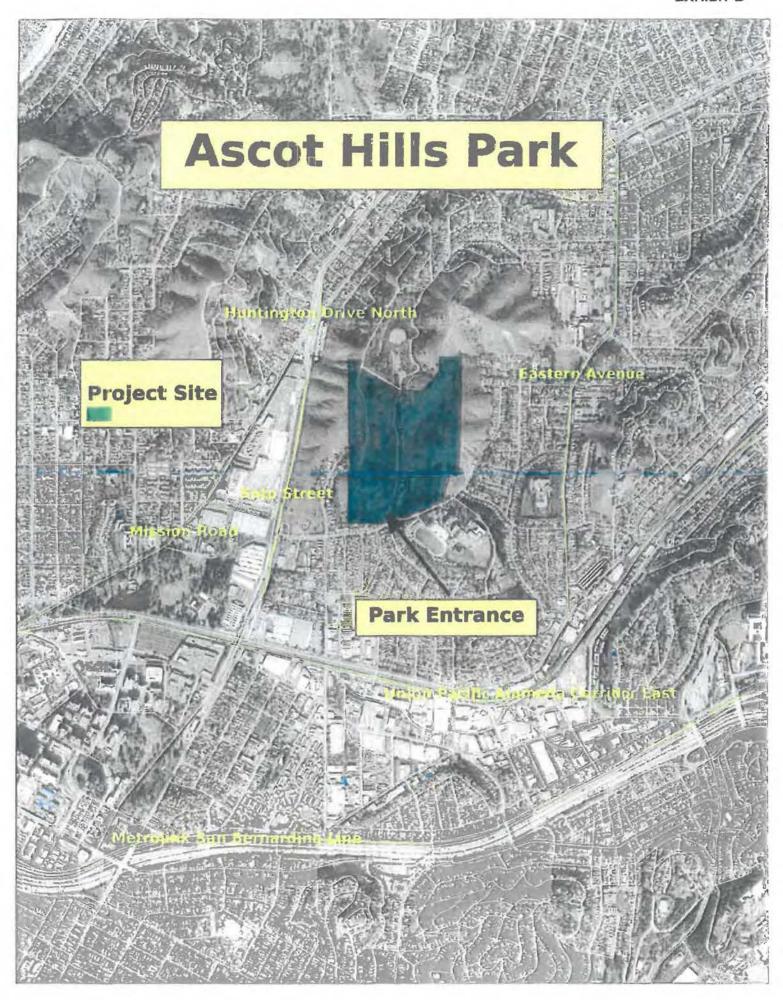
As mentioned above, the grant awarded to North East Trees requires a service payback period of twenty (20) years. The lease agreement with DWP is in the fifth (5) year of a twenty (20) year term and therefore will need to be amended to add the additional time required by the grant. Should the Board approve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

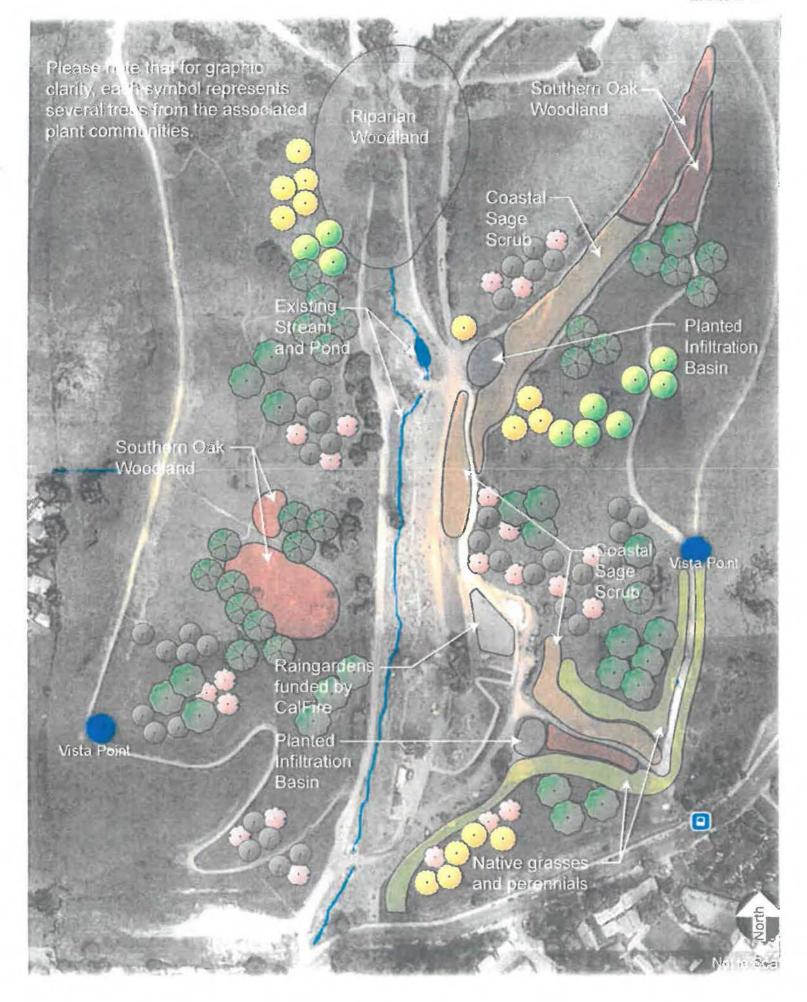
Staff has determined the proposed project will consist of minor alterations to land in the creation of two (2) vista points within the existing park, and new landscaping to enhance the existing upland habitat. The project will also involve the issuance of a MOA for project design and construction. Therefore,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

FISCAL IMPACT STATEMENT:

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

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





REPORT O	F GENER	AL MANAGER	NO. 15-224
DATE_No	ovember	04, 2015	C.D. 14
BOARD OF	RECREA	TION AND PARK COMMISSIO	NERS
SUBJECT:		HILLS PARK – REVISED IN	MEMORANDUM OF AGREEMENT
*R. Barajas H. Fujita V. Israel	CSP for	K. Regan N. Williams	General Manager
Approved _		Disapproved	Withdrawn

RECOMMENDATIONS:

That the Board:

- Direct Department of Recreation and Parks' staff to include the appropriate and relevant provisions, as described in the Summary of this Report, in the Right-of-Entry Permit to be issued to North East Trees for the Ascot Hills Park Habitat Restoration and Greening Project;
- Rescind approval of the Memorandum of Agreement (MOA) with North East Trees (NET) approved on June 18, 2015 through Report No. 15-140;
- Approve a proposed MOA, substantially in the form on file in the Board Office, with North East Trees for the design, construction and maintenance of the Ascot Hills Park Habitat Restoration and Greening Project, subject to the approval of the Mayor and City Council, and of the City Attorney as to form;
- Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No.3, and to the City Attorney for review as to form; and,
- Authorize the Board President and Secretary to execute the MOA upon receipt of the required approvals.

REPORT OF GENERAL MANAGER

PG. 2 NO. 15-224

SUMMARY:

On June 18, 2015, the Board, through Report No. 15-140, approved a MOA with NET that specified the terms and conditions of each party for the design, construction and maintenance of the proposed Ascot Hills Park Habitat Restoration and Greening Project, for which the Board also, granted conceptual approval for in the same Report.

Under the proposed MOA, the Department of Recreation and Parks will maintain the improvements during the service payback period of twenty (20) years, and NET will complete all the design and construction of the proposed project.

Following the Board's approval of Report No. 15-140, the City Administrative Officer, who reviewed the agreement on behalf of the Mayor's Office, recommended the following:

- That Indemnification Provisions, Insurance Requirements, Termination Provisions and other relevant provisions be included in the NET Right-of Entry Permit, subject to the approval of the City Attorney as to form.
- That the Board amend the MOA to replace the Department of Recreation and Parks stipulations B and C of the MOA as follows:
 - B. The City of Los Angeles, Department of Recreation and Parks will implement oversight of the project, including the following activities, which may be further subject to the approval of the Department of Water and Power: completing all necessary environmental review, completing all necessary design review, and authorizing all planting activities.
 - C. The City of Los Angeles, Department of Recreation and Parks will maintain the park project and all installed amenities during the term of the land tenure requirement ending on March 31, 2037
- 3. That the Board amend the MOA to replace the Agreement length language as follows:

The agreement, in accordance with NET California Urban Greening Grant Program Grant Agreement, is to be in effect at least until March 31, 2037.

The above recommendations were considered by the City Council, which requested that the Board implement the recommendations.

REPORT OF GENERAL MANAGER

PG. 3 NO. 15-224

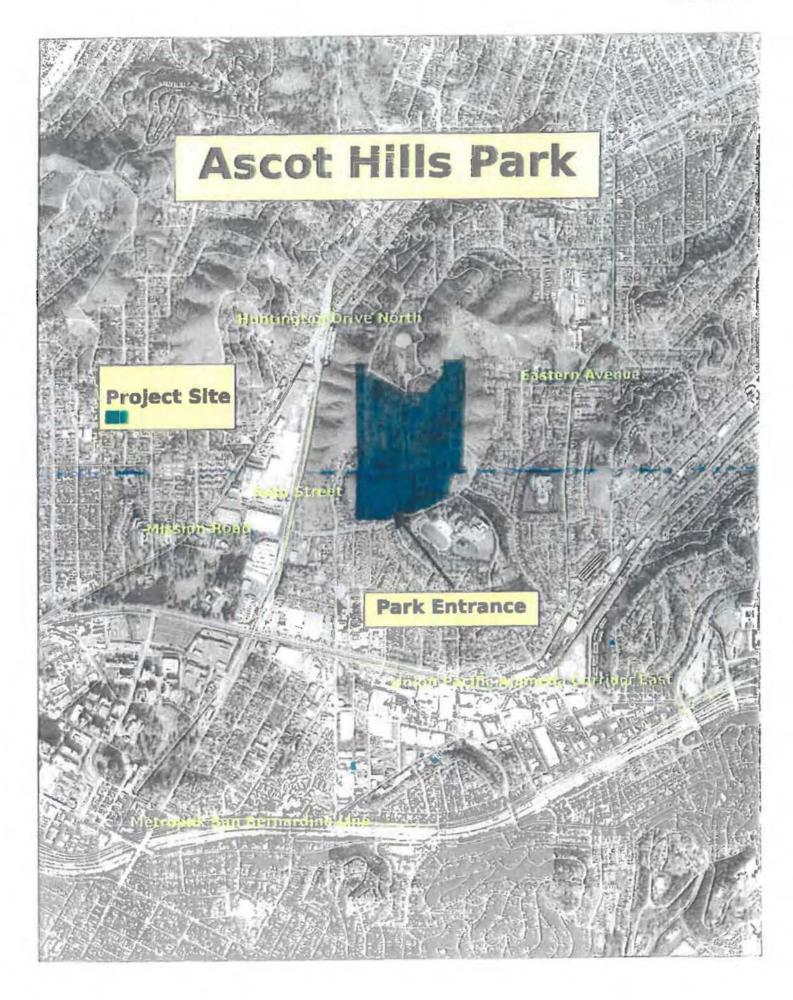
Staff has reviewed the proposed clarifications and amendments and concurs with the recommendations.

At its meeting of June 18, 2015, the Board determined that the proposed project was categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section1, Class 4(2, 3, 7) of the City CEQA Guidelines. A Notice of Exemption was filed on July 2, 2015 with the Los Angeles County Clerk. No further CEQA determinations or actions are needed for this project.

FISCAL IMPACT STATEMENT:

Approval of the recommended clarifications and amendments will not have an impact to the Department of Recreation and Parks' General Fund.

This Report was prepared by Cid Macaraeg, Senior Management Analyst II of Real Estate and Asset Management Section, Planning, Construction and Maintenance Branch.



GENERAL PROJECT DESCRIPTION/SCOPE: SHEET INDEX: L.1 Title Sheet: Sheet Index, Project Scope + Location Map North East Trees (NET), a non-profit urban forestry organization, proposes to L.2 General + Construction Specifications (RaP Standard) help rehabilitate habitat values for native plants and animals within Ascot Hills L.3 Planting, Irrigation (RaP Std.) + Project-Specific (NET) Specs. Park, a LADWP-owned site operated and maintained by the City of Los Angeles' Dept. of Recreation and Parks. The latter manages the Park under a lease L.4 Existing Conditions: Civil Survey + Site Plan agreement now valid through 2037. L.5 Water and -Sediment Management Site Plan, Proposed L.6 Water and -Sediment Management Plan, 'South Draw' Collaboration and communication with nearby residents, the Park's Advisory L.7 Water and -Sediment Management Plan, 'North Draw', Plan 1 Board, Hillside Village Homeowners' Association, Wilson High School's L.8 Water and -Sediment Management Plan, 'North Draw', Plan 2 Environmental Science program, the Green Team of volunteer stewards and L.9 Trail + Path Restoration Plan, West Ridge Midslope Path other local stakeholders has been extensive and will continue. The shared vision L.10 Details: Water and -Sediment Management Interventions for Ascot Hills Park is that it be a nature park and we view all improvements through this lens, developing them in phases as funding may be obtained. L.11 Vista Point #1 Construction Plan L.11.1 Vista Point #1 Seating East Utilizing Urban Greening for Sustainable Communities program funding, over L.12 Vista Point #2 Construction Plan L.13 Vista Point #3 Construction Plan 500 native trees and large-scale shrubs and over 4,500 native subshrubs, L.14 Vista Points' + Other Construction Details grasses and other perennials will be planted. ALL species chosen are found either in Ascot Hills Park itself or on nearby, natural open-space areas, with the L.15 Diagrammatic Irrigation Plan: Mainlines + Key Plan exception of a few (as noted in Planting Schedule) which are native to the L.16 Irrigation Schedule, Budget + Staging Area coastal- or inland zones of the greater southern California area. L.17 Irrigation Plan, 'South Draw' L.18 Irrigation Plan, Above Amphitheatre In this next phase of NET's on-going work to enhance Ascot our proposed L.19 Irrigation Plan, 'North Draw', Plan 1 L.20 Irrigation Plan, 'North Draw', Plan 2 planting activities are concentrated on the east side of the Park. The most L.21 Irrigation Plan, 'North Draw', Plan 3 extensive areas of new planting will be coupled with the removal of such L.22 Irrigation Plan, 'North Draw', Plan 4 targeted invasive plants as Russian Thistle and Castor Bean. If sensitively done, L.23 Irrigation Details (RaP Standard) establishing the new native plants can help displace these early-successional species of weedy plants that thrive on disturbance. L 24 Overall Planting Plan (Diagrammatic/Key) L.25 Planting Plan, 'South Draw' All trails shown are existing and the work of this project consists in their repair L.26 Planting Plan, Above Amphitheatre L.27 Planting Plan, 'North Draw', Plan 1 and associated erosion-control activities. As shown in these plans: water bars L.28 Planting Plan, 'North Draw', Plan 2 will direct and control water flowing across existing roads and trails; small check L.29 Planting Plan, 'North Draw', Plan 3 dams will be installed along existing drainage patterns, to mimic natural creeks. L.30 Planting Plan, 'North Draw', Plan 4 The concept is to slow the rain draining from the hillsides and help it to soak in L.31 Planting Plan, 'North Draw', Plan 5 to the newly-planted areas. Other amenities include three new rest/vista points L.32 Planting Plan, 'North Draw', Plan 6 with seating, plus up to eight interpretive displays associated with these L.33 Planting Plan, Vista Points overlooks. L.34 Planting Details NET has agreed to care for the Project for an establishment period of LOCATION MAP: approximately two years (or through the end of the extended contract in 2020). This extended period of maintenance will include: weeding, replenishment of mulch, training pruning, adjustment of irrigation schedules, removal of stakes and ties and management of volunteer events. Repair of vandalism, including graffiti, theft, or destruction, is not considered regular maintenance. A Memorandum of Agreement has been fully executed (11/13/15) between the City of Los Angeles and NET, to transfer maintenance responsibilities to Recreation and Parks at the close of project. NOTE: RECREATION AND PARKS STAFF TO APPROVE FINAL PROJECT ID. No. LOCATIONS OF ALL NEW TREES AND SITE FEATURES DRAWING NO. SHEET 1 OF 35 SHEETS Sheet Version 4.01 2-2005

Division 1, General Provisions for the Department of Recreation and Parks; the Standard Specifications for Public Works Construction, hereinafter referred to as SSPWC, latest edition with the current yearly supplements; and the 2002 Edition of the Additions and Amendments to the SSPWC, shall be made a part of these plans. Website: http://eng.lacity.org/techdocs/stdplans/s-600/s61028.pdf. Where conflicts occur between Division 1, General Provisions for the Department of Recreation and Parks and the Standard Specifications for Public Works Construction, Division 1 of the Department of Recreation and Parks shall take precedence. Where conflicts occur between this Notice To Contractors (NTC) and the SSPWC this NTC shall take precedence. Subsections included within this NTC modify or add to the corresponding subsection (by number) of the SSPWC, latest edition with current yearly supplements; where options for materials and/or methods appear in the SSPWC, the option listed hereon shall be used. This improvement consists only of work called for on these plans. The Contractor shall maintain adequate sanitary facilities on the jobsite from the beginning to end of grading operations. Underground substructures: the location of existing underground substructures, utilities, and pipelines as shown on the plans have been located from the best available records and have not been verified in the field. It shall be the contracor's responsibility to verify the locations of said substructures and lines even if not shown on the plans and to take all necessary precautions to prevent damage to the same. Straight grades shall be run between contours and/or spot elevations shown unless otherwise indicated. Should conflicting and/or erroneous information be found on the drawings, the Contractor shall notify the Landscape Architect prior to commencement of work. It shall be the responsibility of the Contractor to provide adequate supports for all excavations where necessary to protect personnel and property from any damage that might occur as a result of the collapse of excavation. The Contractor shall maintain current Cal OSHA permits as required and a copy of said permit shall be posted at the project. The Contractor shall provide access control for pedestrians and vehicles for entire project from the beginning to end of grading operations. The Contractor shall keep the construction area sufficiently dampened to control dust caused by grading and construction. Contractor shall, at all times, provide reasonable control of dust caused by wind. The Contractor shall control noise resulting from repair of heavy equipment after normal working hours by locating such activities as far as practicable from adjacent inhabited areas and so that such activities do not constitute a public nuisance or disturb the peace. Heavy equipment shall be kept in good operating condition and muffled as required by law.

PLANS AND SPECIFICATIONS

The Contractor/RAP Staff shall be responsible for:

To get the necessary approval, sign offs and authorization from the project landscape architect, as indicated on the plans, prior to proceeding to the next project phase. All approvals and submittals shall be transmitted to the Recreation and Parks Advance Planning project landscape architect.

** Indicates required field inspections with the Department of Recreation and Parks Project Landscape Architect. Notify all party's three (3) days prior to the required inspection.

SCHEDULE OF WORK

The Contractor/Rap Construction staff shall submit a Schedule of Work for approval to the Department of Recreation and Parks Project Landscape Architect prior to the commencement of work. The Contractor/Rap Construction staff shall schedule all work on weekdays (excluding Saturday, Sunday and City holidays) between the hours of 7:00 a.m. and 4:00 p.m. The work area shall be as defined on the Title Sheet, or as indicated on the Plans by means of a contract limit line.

All work and materials are subject to inspection and approval by Department of Recreation and Parks Project Landscape Architect. Any work done without proper inspection will be subject to rejection.

The Contractor/RAP staff shall notify the Project Landscape Architect (3) days prior to inspection of the following for

- $\sqrt{1}$. ROUGH GRADING: (Note: no grading this project; planting-only) When forms have been set, to approve alignment. Offsets or vertical controls shall be verifiable in the field, or be provided in grade sheet form, and
- submitted to the Department of Recreation and Parks for approval prior to the inspection. $\sqrt{2}$.FINISH GRADE REVIEW: For all finish grades in planting areas following rolling and prior to turf or landscape
- √√3.PRE-FINAL INSPECTION (refer also to Section 42 of Division 1, General Provisions): A minimum of two weeks before the Final Inspection, Recreation and Parks shall hold a Pre-final Inspection. The Pre-Final Inspection shall be attended by the Department of Recreation and Parks, the Contractor, and invited parties associated with the Project. At this time, a list of items requiring correction or completion before the Final Inspection will be compiled. The following items shall be delivered to the appropriate Department of Recreation and Parks personnel: manufacturers' data, manuals, operating instructions, and keys, as required in Section 38 of Division
- $\sqrt{4}$. CONTRACT FINAL INSPECTION (refer also to Section 43 of Division 1, General Provisions): Approximately seven (7) days prior to completion of the Work, the Contractor shall first notify the Department of Recreation and Parks Project Landscape Architect that he desires a Final Inspection of the Project. During this inspection, the Inspector, the Project Landscape Architect, the Contractor/RAP construction staff and other parties concerned only with the contractual requirements of the Work will compile a Final Inspection Correction List incorporating all items of work and corrections required to complete the Project. This list must be completed with thirty (30) days of the Final Inspection, or a new Final Inspection and Correction List shall be required.

The Contractor shall submit a minimum of six copies of the Materials List to the Department of Recreation and Parks project landscape architect within ten days of receiving the Notice to Proceed. All submittals shall be sent to the Department of Recreation and Parks Project Landscape Architect at the same time as one submittal package. Any materials substituted for originally specified materials that have been rejected by Recreation and Parks shall have an alternate item resubmitted for approval within one week of the Contractor receiving the notice of rejection.

RECORD DRAWINGS (AS-BUILTS) SUBMITTALS

Record drawings shall reflect any changes made to the plans or specifications during the progress of the work as a result of addenda, change orders or adjustments due to field conditions or plan clarification. They shall also indicate any additional information discovered during the progress of construction that was not a part of the contract documents. All deviations from the specified depth at which materials are constructed shall be shown on the record drawings. Record all appropriate as-built information on the record drawings in red ink. As-built information shall include but not be limited to drain lines, valve locations, mainline locations and mainline wire installed separately from mainline. The record of each trade shall be made on the plan sheets for each trade as provided in the original plan set. The Contractor/RAP Construction Staff shall be responsible for coordinating all sub-Contractors work and shall produce a complete record of all installations, which shall be kept on the job site and updated daily during construction. At the completion of the Work and prior to final inspection, the Contractor shall submit signed 'as-built' blue-line prints to the Department of Recreation and Parks at the Operational Final Inspection, prior to the City's acceptance of the Contract Work, (per Section 39 of Division I of the General Provisions).

DEPARTMENT OF PUBLIC WORKS STANDARD PLANS

The following Department of Public Works Standard Plans are to be included as a part of these plans: (If needed for work within ROW and any 'A' or 'B' permit work)

2002 Edition of the Additions and Amendments to the SSPWC

website: http://eng.lacity.org/techdocs/stdplans/s-600/s61028.pdf

LAYOUT OF WORK, GRADE SHEET APPROVAL (Note: No grading this project; planting-only) Grade stakes shall be a minimum size of 1" x 2" and shall be driven a minimum of 12" into ground; each grade stake shall be protected by a flagged lath projecting 24" above ground; grade stakes disturbed by on-site activities shall be reset by the Surveyor. If specified on the plan the Contractor shall have his surveyor provide grade sheets. The grade sheets shall be submitted to the Department of Recreation and Parks for approval one week in advance of any

UNDERGROUND SUBSTRUCTURES

The survey plans provided to the Contractor will show existing on-site underground substructures to the extent of the Department's records. Service lines from other public utilities, including the Department of Water and Power shall be located by notifying UNDERGROUND SERVICE ALERT at 1 - (800) 422-4133 OR DIG ALERT AT <u>1-800-227-2600</u> prior to commencing any excavation.

TREE PROTECTION - EXISTING TREES

All trees to remain in place shall be protected using the following guidelines:

1. No equipment is to be parked or operated under a tree. No materials shall be stored under a tree. Do not

compact soil within the drip line of the tree.

2. All work shall be in accordance with the City of Los Angeles Oak Tree Ordinance.

3. No chemical herbicides are to be used within 100 feet of the tree's drip line. 4.Do not nail grade stakes or anything else to trees.

5. Any approved pruning shall be authorized by the Department of Recreation and Parks and done by a qualified

6. No roots over two (2) inches in diameter are to be cut during the course of construction without the approval of

the Department of Recreation and Parks. 7. No Irrigation trenching shall pass closer than eight (8) feet of the base of any tree.

8. If any contractor is unsure of a tree to remain in place or to be removed they are to contact the Department of Recreation and Parks immediately and prior to taking any action. 9. See plans for Oak Tree guidelines if applicable.

CONSTRUCTION SPECIFICATIONS:

1. GENERAL EARTHWORK

The Grading Plan when approved shall be on the job at all times. (Not applicable this project; no grading proposed beyond that required

All grades between contours and/or spot elevations shall be assumed to be straight grades. There shall be no localized depressions or humps, (308-2.1).

The Contractor shall verify all grades and amounts of cut and fill before commencing work. (No cut or fill this project, planting-only) Protect existing trees to remain during all construction.

Minimum compaction of earthwork shall be 90% relative compaction unless noted otherwise. (Planting areas are not to be compacted) Earthwork areas which exhibit insufficient densification shall be subject to compaction tests as requested by the Department of Recreation and Parks. All such compaction tests shall be at the expense of the Contractor. The contractor shall be responsible for removal and disposal of all excess soil and debris from the work area, (300-1.3.1, 300-2.6). No soil or debris shall be disposed of on Recreation and Parks Property without the permission of the Department of Recreation and Parks.

The Contractor shall conform to Section 7-8.1 of the SSPWC latest edition with the current yearly supplements for clean up and dust

control. Ground water conditions encountered during the course of the work shall be brought to the attention of the Project Landscape

If any grading operation covered by this section shall extend into or through, or shall be commenced during the period of October 15 to April 15, the contractor/RAP STAFF shall be required to submit plans of the temporary erosion control methods and devices he proposes to use in connection with the grading operations to be performed during that period. Said plans shall be submitted to the Landscape Architect.

All concrete construction shall be as specified in this Section unless specified otherwise in this Notice to Contractors.

MATERIALS BASE MATERIAL

Base material for Portland Cement concrete shall be (CMB) crushed miscellaneous base, (200-2.4).

Placed concrete shall be class 520-C-2500, maximum 4 inch slump. Pumped concrete shall be class 560-E-2500, maximum 6 inch slump. A complete delivery receipt shall be required for each truckload of concrete delivered. The receipt shall be given to the Department of Recreation and Parks, (201-1.1.2).

PORTLAND CEMENT

All cement shall be Type II, low alkali Portland cement conforming to ASTM C150 (201-1.2).

The aggregates for all concrete construction shall be fractured face aggregates obtained from a quarry in the San Gabriel River drainage area only and shall be certified non-reactive by an approved testing laboratory as approved by the Bureau of Contract Administration,

COMBINED AGGREGATE GRADINGS

Combined aggregate gradings for Portland Cement shall be as specified under this section, (201-1.3.2)

When specified, expansion joints shall use a 3/8 inch thick asphalt impregnated felt expansion joint.

JOINT URETHANE SEALANT

When specified, expansion joint material shall be urethane elastomeric sealant for concrete pavement shall be Lithoseal Trafficalk-G3 by L. M. Scofield Company, or an approved equal, (201-3). Color to match concrete.

EXPANSION JOINT PREMOLDED ASPHALTIC JOINT MATERIAL

When specified, expansion joint material shall be 1/4 inch thick asphaltic joint material as manufactured by Sealtight Co., or an approved equal, (201-3).

DOWELS (EXPANSION AND END-OF-POUR JOINTS)

When specified, dowels shall be grade 40 or grade 60 billet steel, (201-2.2).

When specified, end of pour joints shall be 1/4 inch thick asphaltic joint material as manufactured by Sealtight Co., or an approved equal,

COLORED CONCRETE ADMIXTURES

When specified, admixtures for colored concrete shall be Lithochrome Color Hardener by L.M. Scofield Company (800) 800-9900, or Davis Mix-in Colors for concrete by Davis Colors, (800) 800-6856, or an approved equal. 2'X2' Samples to be poured for each color specified on the plan for approval by the project landscape architect.

METHODS

SUBGRADE AND BASE PREPARATION AND COMPACTION

Subgrade under all concrete shall be prepared and compacted in accordance with this section (301-1.). Minimum subgrade and base compaction shall be 90% relative compaction.

EXPANSION JOINTS (Not used this project) Shall be placed against previously constructed concrete structures or as indicated in the plans (303-5.4.2) and per Recreation and Parks

CONCRETE SURFACE FINISHING (Not used this project)

Concrete walks, pads shall have a medium sand blast finish/med water wash finish, unless otherwise noted on the plans. The Contractor shall prepare a minimum two (2) foot by two (2) foot sample for approval by the Project Landscape Architect before any concrete is placed, (303-5.5.3). Any sidewalk in the public street right of way constructed as a portion of this contract shall be finished as directed by the Department of Recreation and Parks and shall meet all the standards as per the SSPWC and LACBC requirements

3. DISINTEGRATED GRANITE AND SOIL STABILIZERS

MATERIALS

DISINTEGRATED GRANITE Disintegrated granite shall be referred to by the abbreviation (D.G.), or referred to as a decomposed granite. All disintegrated granite shall conform to the following grading requirements:

Sieve Designation	% Passing	Sieve Designation	%Passin
3/8 inch	100	No. 30	40-50
No. 4	95-100	No. 50	25-35
No. 8	75-80	No. 100	20-25
No. 16	55-65	No. 200	5-15

The portion of D.G retained on the no. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77. The portion passing a No. 40 sieve shall have a maximum liquid limit of 25 and maximum plasticity index of 7 as determined by AASHTO T89-81 and AASHTO T90-81, respectively. Crushed aggregate screenings shall be free from clay lumps, vegetative matter and deleterious material.

METHODS

SUBGRADE AND BASE PREPARATION Subgrade and base under all disintegrated granite shall be 85% relative compaction. Disintegrated granite shall be treated with stabilizer, placed in 1" lifts and mechanically compacted between each lift.

SOIL STABILIZER

The stabilizer shall be a non-toxic, colorless, odorless, organic powder that binds D.G. screenings. The stabilizer shall be manufactured by

Stabilizer Inc., (800) 336-2468, or an approved equal.

4. STRUCTURAL CONCRETE AND MASONRY (Not used this project) All work shall conform to the latest edition, L.A. City Building Code (LACBC) in addition to the SSPWC; the LACBC shall take precedence where conflicts occur with the SSPWC.

5. MI SCELLANEOUS METAL CONSTRUCTION

MATERIALS

STEEL SHAPES All structural steel shapes shall be as specified in the applicable detail.

TUBULAR STEEL SHAPES Cold formed shapes for tubular sign mounts shall conform to ASTM A 500, Grade B, in the size and wall thickness as per manufacturers' installation guidelines. (Steel fencing not used this project)

√√ TUBULAR STEEL WELDING

Shall conform to the AWS code for procedures, appearance and quality. All welds shall be ground smooth. All fabricated metal elements shall be shop assembled and welded.

CONSTRUCTION SPECIFICATIONS (cont.):

5. MISCELLANEOUS METAL CONSTRUCTION (cont.)

MATERIALS (cont.)

 $\sqrt{\ }$ PAINTING (Tubular steel supports when required; steel fencing not used this project)

Í: UMicfnî W:UhYX'hi Vi `Uf'ghYY``YYa Ybhgʻg\U``VY`Yl Ya dhYX'Zfca 'h\]gʻfYei]fYa Ybh'' 5```ch\Yf'g\cd'ZUVf]WhYX'hi Vi `Uf'ghYY``gi ddcfhgʻcf l\cgY Wbglfi WYX cb g|hY g\U``VY dU|bhYX |b UWWfXUbW k |h\ h\ Y fYei |fYa Ybhg Zcf dU|bh|b[1: Yffci g A YhU`fBcb! [Uj Ub]nYXL Gi fZUWgi VY`ck "H\Y lk c Z|b|g\ WUlg g\U``VY VUW i b`Ygg ch\Yfk |gY gdYWZYX"

METHODS TUBULAR STEEL PAINTING

Prior to priming and painting, all steel shall be made free of loose mill scale, rust, oil and grease. Welds shall be smoothed by grinding. 8Ua U[Y'hc'ÍZUMhcfmli WcUhYX'hi Vi 'Uf'ghYY`YYa Ybhg'g\U``VY'fYdU]fYX`UZhYf']bghU``Uh]cb'VmgUbX]b['XUa U[YX'dU]bh'gi fZUM'g'UbX'Vm applying one coat of manufacturer specified primer and two new coats of specified color coat.

6. PAINTING

MATERIALS

Paint systems, catalog names, and product numbers listed below are based on products of Dunn-Edwards Corporation. This shall be considered the standard of quality against which the Department of Recreation and Parks will judge equivalency. Equivalent materials from alternate manufacturers will be considered as an approved equal. Contractor's material submittal for proposed alternate must include complete material specifications from manufacturer. Paint systems described below are for specific surfaces as indicated. In addition to the information provided herein, paint materials shall also be governed by the requirements set forth in section 210-1 of the SSPWC.

Painting Sequence	Finishing Schedule	Recoat And Drying Time	Coverage At Required Wet Film Thickness	Required We Film/Dry Film Thickness
1" coat: Synthetic alkyd white corrosion inhibiting primer	Corrobar (43-5)	Min. 24 hrs. Max. 72 hrs.	450 square feet per gallon	3.5 wet mils; 2.0 dry mils
2 nd coat: Semigloss enamel acrylic latex exterior enamel	Permashee n (W 901)	Dry to touch: 30 min.; Recoat: 4 hrs.	375 square feet per gallon	4.2 wet mils; 1.5 dry mils
3 rd coat: Semigloss enamel acrylic latex exterior enamel	Permashee n (W 901)	Dry to touch: 30 min.	375 square feet per gallon	4.2 wet mils; 1.5 dry mils
ion ferrous metals (C	Salvanized st Finishing Schedule	Recoat And Drying Time	Coverage At Required Wet	Required We
Painting Sequence Pre-coat: galvanized	Finishing Schedule	Recoat And	Coverage At	Semi-Gloss Required We Film/Dry Film Thickness n/a
Pre-coat: galvanized steel only. Acid etch*	Finishing Schedule Galva-etch (GE 123)	Recoat And Drying Time	Coverage At Required Wet Film Thickness n/a	Required We Film/Dry Film Thickness n/a
Painting Sequence Pre-coat: galvanized	Finishing Schedule	Recoat And Drying Time	Coverage At Required Wet Film Thickness	Required We Film/Dry Film Thickness

steel only. Acid etch*	(GE 123)	742		14.4
1 st coat: Alkyd primer	Galv-Alum (QD 43-7)	Dry to touch: 30 min.; recoat: 2 hrs. 1 Max. 48 hrs.	350 square feet per gallon	4.6 wet mils; 2.0 dry mils
2 rd coat: Synthetic alkyd white corrosion inhibiting primer	Permasheen (W 901)	Dry to touch: 30 min.; Recoat: 4 hrs.	375 square feet per gallon	3.5 wet mils; 2.0 dry mils
3 rd coat: Semigloss enamel acrylic latex exterior enamel	Permasheen (W 901)	Dry to touch: 30 min.	375 square feet per gallon	4.2 wet mils; 1.5 dry mils

 Galva-etch is a water reducible acid pre-treatment for galvanized metals. Do not use on aluminum.

† Recoat time for Galv-Alum is 2 hours if material is sprayed, 16 hours if brushed or rolled. Second coat must be applied within 48 hours

Primers, Sealer, and Undercoaters

Alkyd based	Block-it (QD 42-56) Quick-dry pigmented primer/sealer	hr.		3.7 wet mils; 1.5 dry mils
-------------	---	-----	--	-------------------------------



METHODS GENERAL Refer also to section 310-1of the SSPWC.

Colors shall be selected from color chip samples provided by manufacturer of paint system approved for use by the Department of Recreation and Parks.

CONDITION OF SURFACES TO BE PAINTED

Contractor shall verify condition of surfaces to be painted prior to commencement of painting work. Work of other trades that been left or installed in a condition that is not suitable to receive paint, stain, or other specified coatings shall be immediately called to the attention of the Department of Recreation and Parks. Painting of defective or unsuitable surface implies acceptance of the surfaces.

PROTECTION OF EXISTING WORK

The Contractor shall take all necessary precautions to protect previously installed work and materials which may be affected by work. Items to be protected include, but are not limited to, turfgrass, shrubs, trees, ground cover, prefinished surfaces, and adjacent surfaces. Contractor shall furnish at his expense sufficient drop cloths, shields, and other protective devices necessary to prevent spray or splatter from fouling surfaces not being painted. Contractor shall be responsible for protecting equipment and fixtures from damage resulting from use of fixed, movable and hanging scaffolding, planking and staging, (310-1.4)

PROTECTION OF NEW PAINTING

ÍK 9H D5=BHÎ g][bgž VUff]WIXYgž UbX gi W ch\ Yf XYj |Wg Ug UfY fYei |fYX hc dfchYWibYk mZb|g\ YX gi fZWYg g\ U``VY dfcj |XYX" 7cbhfUWcf shall be responsible for removal of signs protective materials, and temporary protective wrappings provided by others for protection of their work after completion of painting operations.

SURFACE PREPARATION, GENERAL The Contractor shall perform preparation and cleaning procedures in strict accordance with coating manufacturer's instructions for

each substrate condition, (310-2) APPLI CATI ON

The Contractor shall apply painting and finishing materials in accordance with the manufacturer's printed instructions. Application

methods and techniques that are best suited for the materials and surfaces to which coatings are being applied shall be used, (310-5) The number of coats specified is the minimum that shall be applied. All undercoats shall be tinted to the approximate color of the finish coat. The Contractor shall apply additional coats when undercoats, stains, or other conditions show through the final paint coat,

Each material shall be applied at not less than the manufacturer's recommended spreading rate and mil thickness. The total dry-film thickness of coatings shall not be less than 1.2 mils for each required coat.

CLEANING, TOUCH-UP AND REFINISHING The Contractor shall remove all spattering, spots and blemishes caused by work done throughout the work period. Upon completion of

until paint film is of uniform finish, color and appearance.

painting, the Contractor shall remove all rubbish, paint cans and accumulated materials resulting form work and dispose of off site. All areas of work shall be left in a clean, orderly condition. Runs, sags, misses, holidays, stains, or any other defects in the painted surfaces, including inadequate coverage and mil thickness, shall be satisfactorily touched up, refinished, or repaired a necessary to produce a result satisfactory to the Department of Recreation and Parks.

PROJECT ID. No.

DRAWING NO.

SHEET 2 OF ${f 35}$ SHEETS

Sheet Version 4.01 2-2005

MATERIALS

SOLVENT WELDED PLASTIC PIPE

Schedule 40 PVC plastic pipe shall be used for pipe sizes up to and including 1 1/2 inch diameter on both the discharge and supply side of control valves, (212-2.1.3). Class 315 PVC plastic pipe shall be used for pipe sizes from 2 inch up to and including 3 inch diameter.

RESTRAINED PLASTIC PIPE

Class 150, DR 18, C900 PVC pipe shall be used for pipe sizes of 4inch up to and including 10inch diameter.

REMOTE CONTROL VALVES

All remote control valves shall be electrically operated with body of cast brass or bronze construction, (212-2.2.4) and installed per details.

CONTROL WIRE

Connection between the automatic controller(s) and the remote control valves shall be made with direct burial 14 gage, AWG-UF, 600 volt, copper wire. Wires shall be provided in the following colors: red, yellow, blue, green, orange, tan, purple, pink, brown, gray, and white.

Control wire connections shall be made with 3-M brand of DBY or DBR Direct Burial Splice kits, or approved equal. The splice kit shall consist of a one-piece malleable plastic bulb body with internal locking fingers, filled with re-enterable gel sealant and a Scotchlok Electrical Spring Connector. Materials shall be as follows: Connector shall be a flame retardant PVC insulator with a steel spring and shell within. Connector shall be

Tube material shall be clear see-through polypropylene. Gel material shall be hixotropic calcium organic complex.

Wiro co	alor	cizac	and	numbers	Ωf	wirds	chall	hΔ	26	chown	halow
VII C C	Jioi,	SIZCS	and	numbers	OI	WILCS	SHan	DC	as	SHOWH	DCIOW

CONTROLLER WIRE COLOR	CONTROLLER STATIONS	CONTROLLER STATIONS	CONTROLLER STATIONS	CONTROLLER STATIONS
RED	1	11	21	31
YELLOW	2	12	22	32
BLUE	3	13	23	33
GREEN	4	14	24	34
ORANGE	5	15	25	35
TAN	6	16	26	36
PURPLE	7	17	27	37
PINK	8	18	28	38
BROWN	9	19	29	39
GRAY	10	20	30	40

CONNECTORCOLORNO. AND SIZE OF WIRE3M Model DBYYellowMax. 4-12 gage UF wires3M Model DBRRedMax. 3-14 gage UF wires

√ QUICK COUPLING VALVES AND ASSEMBLIES

Quick couplers shall be 1 inch i.p.s., two piece, brass or bronze construction equipped with a cover, unless otherwise specified on plans. The Contractor shall provide one quick coupler key with hose swivel for each five quick couplers installed. Contractor shall supply a minimum of one quick coupler key with hose swivel, (212-2.2.6) and quick couplers shall be installed per details.

To be Rainbird VB seriEs Jumbo or approved equal.

METHODS

NEW PIPELINE INSTALLATION - GENERAL

 $\sqrt{\ }$ When pipelines run parallel they shall be separated horizontally by a minimum distance of 12". When pipelines cross each other they shall be separated vertically by a minimum distance of 3".

√√ NOTE: ALL TRENCHING SHALL BE APPROVED BY THE PROJECT LANDSCAPE ARCHITECT PRIOR THE BACKING FILLING OF TRENCHES.

 $\sqrt{}$ No irrigation trenching shall pass closer than eight feet of the base of any tree. No tree root larger than 2" diameter shall be cut without approval of Department of Recreation and Parks.

COVER OVER MAINLINES:

`Uf[Yf`]b`X]Ua YhYf`g\U``\Uj Y`' \$Î`cZWij Yf`cj Yf`h\Y`hcd`cZh\Y`d]dYž`fl \$, !) "&£"`5```hfYbW]b[`g\U``VY`dYf`XYhU]`g"

COVER OVER LATERAL LINES:

 $\sqrt{\ }$ Maintain 12 inches of cover over all lateral lines.

Pipe bedding and backfill: bedding shall surround the pipe to one foot above the top of the pipe. Bedding shall be placed in 6 inch lifts. All bedding shall be densified by water jetting. Water jetting shall be sufficient to thoroughly wet bedding material around the pipe, (306-1.2.1). There shall be no rocks over 1/2" in greatest dimension and no organic matter placed in the bedding material. Backfill shall be the material placed above the bedding. Backfill shall be placed in one-foot lifts and densified by water jetting. Jetting shall be continued until backfill collapses and water is forced to the surface, (306-1.3.1). Pipe trenches thoroughly densified by water settling shall have a minimum relative compaction of 85%. There shall be no rocks over 2" in greatest dimension or organic matter in the backfill. Trench areas which exhibit insufficient densification shall be subject to compaction tests as requested by the Department of Recreation and Parks. All such compaction tests shall be at the expense of the Contractor. Additional tests may be required until the 85% minimum compaction is achieved. Finished trenches shall match finish grades flush with adjacent finish grades. The Contractor shall be responsible for maintaining the trenches flush and smooth until final acceptance of the project. Trenches in existing lawn shall be repaired per method A lawn repair of the Landscape Planting section

The maximum trench width shall be two and a half diameters of the pipe.

PIPES CROSSING UNDER PAVING (Not used this project)

Where irrigation piping crosses a vehicular roadway or other paving having a width of less than 25 feet, a PVC Schedule 40 PVC sleeve which is a minimum of two pipe sizes larger than the piping to pass through it, shall VY`^UWYX`i bXYf`l\\Y`dUj]b[`Uh`U`XYdl\\`cZ' *Î`a]b]a i a "`K \YfY`fYa chY`W\bhfc``k]f]b[`WcggYg`i bXYf`dUj]b[having a width of less than 25 feet, a 3 inch PVC Schedule 40 PVC sleeve shall be jacked under the paving at a XYdh\ cZ' *Î a]b]a i a "'5```g`YYj Yg`g\U``Yl hYbX'' fia]b]a i a 'VYncbX'h\Y'YX[Yg`cZdUj]b["

Where irrigation piping crosses a vehicular roadway or other paving having a width greater than 25 feet, a trench shall be excavated across the roadway or paving to accommodate a Class 315 PVC sleeve a minimum cZłk c 'd]dY 'g]nYg '`Uf [Yf 'h\ Ub 'h\ Y 'd]d]b['hc 'dUgg 'h\ fci [\ ']hž Uh'U'XYdh\ 'cZ' *Î 'VY'ck 'h\ Y 'Vchca 'cZh\ Y 'dUj]b[ž as measured from the top of the sleeve. Where remote control wiring crosses under paving having a width [fYUhYf'h\Ub'&) 'ZYYhž'U'' ']bW'GWYXi Y'(\$'DJ7'g`YYjY'g\U``VY']bghU``YX'Uh'U'XYdh\'cZ'*Î'VY`ck'h\Y'Vchca 'cZ the paving, as measured from the top of the sleeve. The backfill of the trench shall be a 2 sack cement slurry. The slurry shall extend from the bottom of the trench to within one inch of the bottom of the existing paving. The trench in the existing paving shall be repaired with a like paving material and join the existing paving both horizontally and vertically.

REMOTE CONTROL WIRING UNDER PAVING (Not used this project):

FYa chY`Wbhfc``k]fY`i bXYf`dUj]b['g\U``VY`d`UWX`]b`U'` Î 'WUgg'' %) `DJ 7 'g`YYj Y`Vi f]YX`Uh`U`XYdh\ `cZ' *" Roadways less than 25 feet in width shall have the sleeve jacked under the roadway.

FITTINGS ON MAINLINES:

All outlets from a mainline shall be accomplished with line sized tees with an outlet of the specified size. No saddle tees shall be permitted.

INSTALLATION OF VALVE BOXES

Boxes shall be set flush with existing grade, including sloped areas, and all soil within 12 inches of the perimeter of the box shall be compacted by water settlement as indicated in the trench repair section of this specification. Boxes are to be positioned per details.

IRRGATION SPECIFICATIONS (cont.):

IRRIGATION SYSTEMS cont.

LAYOUT OF PIPING Pipe layout as shown on irrigation plan is schematic. Contractor may route piping in the most expedient manner consistent with the requirements set forth herein, including avoidance of tree roots. Contractor shall adhere to As-Built requirements as shown below.

INSTALLATION OF IRRIGATION HEADS Sprinkler heads in lawn areas shall be set flush with finish grade at initial installation and protected during construction. All soil 12 inches from the perimeter of the head shall be compacted by water jetting as indicated in this specification, or set in sand as shown on details.

(Applies to cast iron and brass gear driven rotary pop-up heads only.) The Contractor shall supply to the Department of Recreation and Parks one rotor maintenance kit per 100 heads, or one kit minimum if less than 100 heads,

SPRINKLER HEAD RISER

specified in details.

All plastic sprinkler heads shall be installed on swing joint assemblies as shown on details. Swing joint assemblies for Thompson gear driven rotary pop-up heads shall be fabricated of Schedule 40 galvanized steel pipe and fittings as

INSTALLATION OF IRRIGATION CONTROL WIRING

Wire bundles shall be taped at 5' o.c. Lay bundles in the mainline trench. Do not tape bundles to the mainline piping.

CONTROLLER	TAPE BUNDLE COLOR
A	RED
В	YELLOW
С	BLUE
D	GREEN
Е	WHITE
F	BLACK

 $\sqrt{}$ The Contractor shall run two extra black control wires from the automatic controller to the farthest valve on the system, or to the farthest valve at each end of the controller area, if the farthest area extends in two directions from

Each controller shall have a separate 14 gage, AWG-UF, 600 volt, WHITE common wire for each 10 consecutive stations on each irrigation controller Common 1, stations 1-10

Common 2. stations 11-20 Common 3, stations 21-30 stations 31-40

Each exterior controller enclosure shall have a ground rod installed if detailed on controller installation detail.

Wire shall not be taped to mainline (308-5.5). If control wires run in same trench as lateral lines, or are dead headed, wire depth shall be maintained at 24". For installation, see details.

$\sqrt{\ }$ IRRIGATION SYSTEM FLUSHING AND TESTING

The irrigation system shall be flushed in the presence of the Departmen/Project Landscape Architect. Flushing shall start with the valve closest to the point of connection and proceed with each consecutive valve toward the valve farthest from the point of connection. Each lateral system shall have each riser capped during the flushing commencing with the riser closest to the valve and proceeding to the farthest riser. After the entire irrigation system has been flushed the system shall be pressure tested in accordance with section 308-5.6 of the SSPWC

 $\sqrt{}$ The irrigation system mainlines shall be pressure tested following the flushing of the complete system. The mainlines shall be tested for 24 hours at 125 p.s.i. with all control valves in place and closed. During the test, the Contractor shall provide pressure gauges downstream from the backflow device and upstream from the farthest remote control valve in the system. Air pressure testing of the irrigation system is acceptable if approved by the Department of Recreation and Parks.

RECORD DRAWINGS (AS-BUILTS) AND CONTROLLER CHARTS

As built plans shall be maintained daily throughout the construction period and turned over to the Department of Recreation and Parks at the Operational Final Inspection, as indicated in the General section of this Notice to Contractors in the Record Drawings Submittal section.

The Contractor/RAP staff shall provide two copies of a controller chart showing the irrigation system installed. The chart shall be done on a half size photographic reproduction of the irrigation plan and shall reflect the as-built data. Each station shall be shown in a different color and control wire locations shall be indicated. The complete plan shall be laminated on each side with a 20 mil acrylic plastic sheet. A 3/4" brass grommet shall be placed in each top corner. The Contractor shall obtain approval of the controller chart from the Department of Recreation and Parks, before proceeding with the plastic lamination.

WARRANTY FOR IRRIGATION SYSTEM WORK

The entire sprinkler irrigation system shall be warranted to be free from defects in materials and workmanship, and installed in accordance with this Notice to Contractors and the SSPWC. The Contractor/RAP Construction staff shall be required to repair or replace any defects in material or workmanship which may develop within one (1) calendar year from the date of acceptance, ordinary wear and tear and unusual abuse or neglect excepted. Further, the Contractor/RAP Construction Staff shall be required to make any necessary repairs within 24 hours of notification at no cost to the Department. If the Contractor or his agent fail to make such repairs within the stipulated time, the Department shall make such repairs or have repairs made by a third party and bill the Contractor for all expenses that accrue from making such repairs.

GUARANTEE AGAINST SETTLEMENT

If, within one (1) calendar year from the date of acceptance, settlement occurs along mainlines, lateral lines, at valve boxes, or other irrigation related appurtenances, and adjustments in pipes valves and sprinkler heads are required to bring the system, sod, or paving to the level of the permanent grades, the Contractor/RAP Construction Staff shall make all adjustments.

PLASTIC PIPELINE-SOLVENT WELDED OR THREADED ENDS

Prior to the application of the P.V.C. solvent cement, prepare all surfaces to be solvent welded with tetrahydrofuran primer tinted purple. Teflon tape shall be used on all plastic male pipe threads, (308-5.2.3).

BACKFLOW DEVICE INSTALLATION AND CERTIFICATION (NOTE: EXISTING BACKFLOW DEVICE TO BE USED) The Contractor shall obtain certification of the backflow device and submit two copies of the certification to the Department of Recreation and Parks at the Operational Final. The backflow certification shall be made on the County Health Department standard form and filed with the County Health Department, Cross Connection Section, Room 150, 2525 Corporate Place, Monterey Park, CA, 91754. The contractor shall paint all backflow prevention devices above ground with two coats of forest green enamel. Mask all identification tags prior to painting, (308-5.3). After certification remove all test cocks, replace with threaded brass plugs, and deliver test cocks to the Department of Recreation and Parks.

PLANTING SPECIFICATIONS:

8. LANDSCAPE PLANTING

MATERIALS

Shall be seasoned tree chip mulch, free all foreign matter including weed and tree seeds. Mulch chip size shall be minimum one (1) inch in diameter and not more than two (2) inches in diameter. Submit sample of mulch and source to the Project Landscape Architect/ The Department of Recreation and Parks for approval prior to application.

METHODS

TOPSOIL PREPARATION - GENERAL The type and thickness of topsoil shall be as shown on the plans. If not shown, the topsoil shall be the existing class "C" on-site topsoil. Remove all stones over 1 inch in greatest dimension, to a depth of 6 inches below finish grade,

Prior to planting, the top six (6) inches of all areas (including slopes) shall be free of weeds, stones, and other deleterious matter one (1) inch in diameter and larger.

RAP STAFF/ CONTRACTOR TO: Provide agricultural suitability tests from a approved Lab for all areas that are to be planted. Depth of test to coincide with size of material to be planted, ie: bore depth for turf 6, 12" for shrubs and 24" for trees

TOPSOIL PREPARATION

NOTE: NO AMENDMENT TO BE USE IN PLANT PITS FOR NATIVES.

WEED ABATEMENT ("GROW AND KILL")

Weed abatement shall apply to all turf and planting areas. The abatement operation shall be commenced only after removals, grading, hardscape, construction, installation of irrigation system, soil preparation, and fine grading of turf and planting areas have been completed. NO PLANTING SHALL COMMENCE UNTIL APPROVAL OF WEED ABATEMENT BY THE PROJECT LANDSCAPE ARCHITECT.

NOTE: It is required that herbicides be applied by a licensed PEST CONTROL APPLICATOR.

CONTRACTOR RESPONSIBILITY DURING WEED ABATEMENT OPERATION AND APPLICATION PRECAUTIONS

The Contractor shall abide by all laws and codes governing weed abatement operations including but not limited to CAL-OSHA requirements and The Healthy School Act which includes 72 hour notice to employees and patrons, gi Va JHL) cZU Í DYgh 7cblfc `FYWa a YbXUhlcb : cfa Î hc FYWYUhlcb UbX DUf_gž UbX U Wa d`YhYX UbX UWW fUlY A G8 G (Material Safety Data Sheet) to be at the site of application. The area of application shall be posted as such and VUff]WXYX'Zcf'di V`]WgUZYhmUbX`]bZcfa Uh]cb"'Cb`g]hYg`cj Yf' UWYY`]b`g]nY'h\Y`WcblfUMcf'g\U``i h]`]nY'U'8YdUfha YbhcZ Recreation and Parks approved plan of phasing the application.

The Contractor is responsible or any and all damage done to plant materials outside of the treatment area. Contractor shall replace, in kind and size, any plant material damaged or killed through the application of herbicide.

Any Contractor, who is obligated under contract with the Department for the construction or refurbishment of a park facility that involves the intended use of herbicides or other pesticides, must first notify the pest management supervisor of the Forestry Division. Prior to any approved pesticide applications at any recreation/child care center, the contractor is also required to notify the recreation director-in-charge at least 72 hours in advance of the date/s of application. This is to conform to the State of California Healthy Schools Act of 2000(AB2260). Also, all pest control work performed at any facility should fall within the guidelines of the Department's IPM programs. In addition, each individual project will require a written recommendation by a licensed Pest Control Advisor for any

Any questions regarding pesticide application and procedures at Recreation and Parks facilities shall be directed to the Department of Recreation and Parks and the Department's Forestry group, Vegetative Management (213) 485-4826.

In addition to the afore listed responsibilities the following precautions shall be observed in handling and applying

- 1. Before applying, Contractor shall read and understand all instructions provided by the manufacturer. 2. Product shall not be used when winds are gusty or in excess of 3 miles per hour, or when any other conditions
- 3. Avoid combinations of pressure and nozzle type or adjustment that result in mist. 4. Do not apply during rain, or if rain is forecast within twelve hours. If rain occurs within twelve hour period,
- material must be reapplied after plant growth has dried out.
- 5. Contractor shall observe extreme care not to allow spray to contact desirable plant material. Use cardboard, plywood, or other appropriate material to shield plant materials outside of the treatment area from overspray.
- 6. Do not apply to bare ground.
- 7. Do not add any other products to any herbicide mix, including spreader stickers or surfactants, unless required by the label directions and approved by the Department's Pest Control Advisor (PCA).

WEED ABATEMENT: GROW AND KILL METHOD

exist, which would result in drift.

- 7cblfUMcf'g\U``Zc``ck 'h\Y'Í[fck 'UbX'_]``Î ghYdg'gYhZcfh\ 'VY`ck.
- Clear site of all dead or living vegetative growth by hand or mechanical means. Thoroughly water all turf and planting areas daily to keep soil evenly moist for a period of at least two
- At the conclusion of the growth period, treat all plants within the treatment area with Roundup at an application rate of five (5) quarts of Roundup mixed in 50 gallons of clean water per acre applied by
- spraying. Thoroughly moisten all plant material with herbicide. Do not water or otherwise disturb treated areas for a period of two (2) weeks.
- After two week kill period, remove all dead plant growth. If any living plants are observed, entire plant, including roots, shall be removed by hand. Minimize physical disturbance of the soil.

WEED SUPPRESSION (NON-HERBICIDE WEED REMOVAL)

Weed suppression, shall apply to all turf and planting areas. The suppression operation shall be commenced only after removals, grading, hardscape construction, installation of irrigation system, soil preparation, and fine grading of turf and planting areas have been completed. Contractor shall thoroughly water all turf and planting areas for a period of two weeks minimum prior to commencing removal. Contractor shall clear site of all dead vegetation and living weeds by hand or mechanical means. All removed vegetation shall be properly disposed of off site.

TREE AND SHRUB PLANTING

Plant pits for all 1 gallon, 5 gallon, 15 gallon, and all boxed size trees, shall be twice the width and equal to the depth of the container rootball. Note that this requirement differs from the SSPWC (308-4.5).

NOTE: backfill plant pits for native plants with native soil only.

other improvements do not reflect the intent of the plans.

this Notice to Contractor Materials list. Mulch shall be spread evenly throughout planting beds and tree watering basins. Do not bury root flares or ground cover. MAINTENANCE AND PLANT ESTABLISHMENT

All planting areas except lawn shall receive a two (2) inch deep layer of tree chip mulch per the Planting Details and

The Contractor/RAP Construction staff shall be responsible for maintenance within the area of work throughout the period of construction and the plant establishment period. The maintenance shall include continuous operations of watering, the removal of all weeds in planting areas and all broad leaf weeds in lawn areas, mowing, rolling, trimming, edging, cultivation, fertilization, spraying, control of pests, insects and rodents, reseeding, plant replacement (irrespective of cause), or any other operations necessary to assure normal plant growth and the collection and removal of all trash daily. Any malfunctions of, or damage to, the irrigation system caused by the Contractor or RAP staff in the prosecution of this work shall be repaired within 24 hours.

The plant establishment period shall be for a period of 49 days unless extended as described in this section. The plant establishment period shall be started when all planting and related work has been completed, in accordance with the contract documents. The beginning of the plant establishment period shall be determined by an on site review by the Department of Recreation and Parks Project Landscape Architect. Trees and shrubs shall be healthy and vigorous at the completion of the maintenance period. Broken or vandalized tree stakes shall be repaired to a condition as initially installed within seven (7) days of damage.

The Contractor shall immediately replace any and all plant material which, for any reason dies or is damaged while under the Contractors care. Replacement shall be made with seed and/or plants as indicated or specified for the original planting.

All shrubs and ground covers shall be guaranteed for a period of ninety (90) days from the end of the plant establishment period. All trees and shrubs 15 gallon size or larger shall be guaranteed for a period of one (1) year from the end of the plant establishment period.

The designated plant establishment period is part of the total contract time. The plant establishment period will be

extended at fourteen (14) day intervals if, at the end of the plant establishment period, the planting, irrigation and

NORTH EAST TREES GENERAL AND PROJECT-SPECIFIC NOTES

- 1. Project-Specific notes are an integral part of the plans and details. 2. North East Trees shall furnish all labor, equipment, materials and the complete installation, as described by the water- and sedimentmanagement, construction, irrigation and planting plans, including all details and these specifications.
- 3. North East Tress shall comply with all conditions, inspections and close-out procedures as required by these specifications and under the Right-of-Entry permit issued by Recreation and Parks, and obtain any other permit(s) if so requested by Recreation and Parks.
- 4. These plans and specifications are for use by North East Trees, an experienced design-build firm. They should not be relied on by other construction firms as to completeness of construction instructions.
- 5. FIELD CONDITIONS. All scaled dimensions are approximate. Before proceeding with any work, the Construction Manager shall carefully check and verify all dimensions, bringing any discrepancy in plans, and any adverse field conditions that might affect the efficient installation or operation of any of the designed elements, to the immediate attention of the Architect. Any significant deviation in plans shall be noted on as-built
- 6. North East Trees to make every reasonable effort to locate existing utility and irrigation lines, including review of as-built plans, visual inspection. Dig-Alert and/or USA utility will be notified for markout of all buried lines at least 24 hours prior to commencent of any grading, excavation or trenching operations on the site.
- 7. EARTHWORK. North East Trees to mark outlines for all water- and sediment-management interventions and notify Architect and Recreation and Parks 72 hours prior to commencing installation of water bars and check dams. A 16" wide level border will be maintained adjacent to all existing fire roads, walkways or paths.
- 8. INSTALLATION OF LOGS, If used. With approval by Recreation and Parks and Architect, logs found on site in max. 6' lengths may be incorporated in water- and sediment-management interventions, planted areas and raingardens to enhance habitat and build soil. Trench around the log perimeters, set logs, compact soil around the logs to 90% density. See Detail 8, sheet L.10 for more information. 9. CLEAN UP. At the completion of each operation, as of grading,
- installation of water bars, planting, irrigation, and at the end of all construction, leave the premises clean and neat. Remove all nursery tags, waste materials, surplus materials from site. 10. ESTABLISHMENT PERIOD. As per Recreation and Parks standard
- specifications; see L.1 General Project Description/Scope for more information on project maintenance required by funder. 11. SIGNAGE, Approval process for signage design is separate and to
- occur concurrently with completion of planting and other site improvements. Final approval of all signage, including acceptance by Board of Recreation and Parks' Commissioners, to occur prior to their fabrication. Placement of signs to be at discretion of Recreation and Parks after construction of rest/vista points and all seating has been completed.



ees

PROJECT ID. No. DRAWING NO.

SHEET 3 OF **35** SHEETS

13 Sheet Version 4.01 2-2005

